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

WEDNESDAY, JULY 18, 2007, 7:00 P.M.

Call to Order

Pledge of Allegiance
Invocation – Michael Torphy, Religious Science Spiritual
Center

Presentations

Kids Day America/International to Present Check to the D.A.R.E. Program

Certificates of Appointment

To Downtown Development Authority and Downtown Grand Junction Business
Improvement District Board of Directors

Appointments

To the Avalon Theatre Advisory Committee

To the Commission on Arts and Culture

To the Walker Field Airport Authority

Citizen Comments

***** CONSENT CALENDAR ***®**

1. **Minutes of Previous Meetings**

[Attach 1](#)

*Action: Approve the Minutes of the June 18, 2007 Special Session, the Summary
of the June 18, 2007 Workshop, the Minutes of the June 20, 2007 Regular
Meeting and the Minutes of the July 10, 2007 Special Session*

*** Indicates New Item

® Requires Roll Call Vote

2. **Grand Junction Regional Communication Center Remodel** [Attach 3](#)

This approval request is for the award of a construction contract, for the remodel of the Grand Junction Regional Communication Center (GJRCC).

Action: Authorize the City Purchasing Division to Enter into a Contract, in the Amount of \$126,901 with PNCI Construction, Inc. for the Completion of the Remodel

Staff presentation: Troy Smith, Deputy Police Chief
Jay Valentine, Purchasing Manager

3. **Road Oil for Chip Seal Program** [Attach 4](#)

Purchase of approximately 95,745 gallons of road oil for the annual Streets Division chip seal program.

Action: Authorize the City Purchasing Division to Purchase 95,745 Gallons of Road Oil from Cobitco Inc., Denver, Colorado, in the Amount of \$180,000

Staff presentation: Greg Trainor, Utilities and Streets Director
Jay Valentine, Purchasing Manager

4. **Purchase of a 3,500 Gallon Street Flusher Unit** [Attach 5](#)

This purchase is for a new 2008 Peterbilt 340 Cab and Chassis with an Anderson Tank Flusher Unit for the Streets Division. The vehicle is currently scheduled for replacement in 2007 as identified by the annual review of the fleet replacement committee.

Action: Authorize the City Purchasing Division to Purchase a New 2008 Peterbilt 340 Cab and Chassis with an Anderson KSF 35055 3,500 Gallon Flusher Body, from Grand Junction Peterbilt in the Amount of \$104,500.00

Staff presentation: Greg Trainor, Utilities and Streets Director
Jay Valentine, Purchasing Manager

5. **Purchase of a Truck Chassis Mounted Street Sweeper** [Attach 6](#)

This purchase is for one new 2008 Eagle F Broom Street Sweeper with Sterling SC8000 chassis for the Public Works Street Cleaning Division. The 2002 Elgin

Street Sweeper is currently scheduled for replacement in 2007 as identified by the annual review of the fleet replacement committee.

Action: Authorize the City Purchasing Division to Purchase an Eagle F Broom Street Sweeper with Dual Side Brooms and Belt Conveyor and Sterling SC8000 Chassis from Faris Machinery Company for the Amount of \$172,338

Staff presentation: Greg Trainor, Utilities and Streets Director
Jay Valentine, Purchasing Manager

6. **Indoor Water Slide at Orchard Mesa Swimming Pool** [Attach 7](#)

Contract with Westwind Leisure Group Ltd., for the design and installation of the indoor waterslide for the Orchard Mesa Community Center Pool.

Action: Authorize the Purchasing Division to Enter into a Contract with Westwind Leisure Ltd., for the Design and Construction of the Waterslide at Orchard Mesa Community Center Pool, in the Amount of \$94,950. As part of the Existing Intergovernmental Agreement with Mesa County for the Operation and Maintenance of the Pool, the County will be Reimbursing the City 50% (\$47,475) of the Cost of These Improvements

Staff presentation: Joe Stevens, Parks and Recreation Director
Jay Valentine, Purchasing Manager

7. **Setting a Hearing on the HDP Investment Group Annexation, Located at 841 21 ½ Road** [File #ANX-2007-176] [Attach 8](#)

Request to annex 15.84 acres, located at 841 21 ½ Road, just west of Bond Street. This area is within the recently adopted H Road/Northwest Area Plan. The HDP Investment Group Annexation consists of three parcels.

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

Resolution No. 99-07 – A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Settings a Hearing on Such Annexation, and Exercising Land Use Control, HDP Investment Group Annexation, Located at 841 21 ½ Road

®Action: Adopt Resolution No. 99-07

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, HDP Investment Group Annexation, Approximately 15.84 Acres, Located at 841 21 ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for September 5, 2007

Staff presentation: Adam Olsen, Senior Planner

8. Setting a Hearing on Rezoning the Amorelli Property, Located at 2719 H Road [File #RZ-2007-112] [Attach 9](#)

Request to rezone 2719 H Road, comprised of 5.346 acres, from R-1 (Residential – 1 du/ac) to R-2 (Residential – 2 du/ac). The parcel is located on the south side of H Road and east of 27 ¼ Road adjacent to the Grand Valley Mainline Canal.

Proposed Ordinance Rezoning a Parcel of Land from Residential One Unit per Acre (R-1) to Residential Two Units Per Acre (R-2), Located at 2719 H Road

Action: Introduction of Proposed Ordinance and Set a Hearing for August 15, 2007

Staff presentation: Ronnie Edwards, Associate Planner

9. Setting a Hearing on Zoning the Mesa Ayr Subdivision Annexation, Located at 3139 D ½ Road [File #PP-2006-214] [Attach 10](#)

Request to zone the 5.03 acre Mesa Ayr Subdivision Annexation, located at 3139 D ½ Road, to R-5 (Residential 5 du/ac).

Proposed Ordinance Zoning Mesa Ayr Annexation to R-5, Located at 3139 D ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for August 1, 2007

Staff presentation: Ken Kolvachik, Senior Planner

10. **Setting a Hearing Zoning the Fletcher Annexation, Located ½ Mile West of Monument Road on South Camp Road** [File #ANX-2006-108] [Attach 11](#)

Request to zone 139 acre Fletcher Annexation, on South Camp Road ½ mile west of Monument Road, Planned Development 1.12 dwelling units per acre.

Proposed Ordinance Zoning the Fletcher Annexation to Planned Development 1.12 (PD), Located Approximately ½ Mile West of Monument Road on the North Side of South Camp Road

Action: Introduction of Proposed Ordinance and Set a Hearing for August 1, 2007

Staff presentation: Lori V. Bowers, Senior Planner

11. **Setting a Hearing on Changes in Traffic and Parking Regulations** [Attach 12](#)

Adoption by reference of 2003 Model Traffic Code for Colorado and Enactment of Parking Code, including new Reverse Angle Parking provisions.

Proposed Ordinance Adopting by Reference the 2003 Model Traffic Code for Colorado (Except Part 12) and Repealing Articles X through XIV of the 1977 Model Traffic Code Adopted by Reference and Enacting a Parking Code for the City of Grand Junction

Action: Introduction of Proposed Ordinance and Set a Hearing for August 15, 2007

Staff presentation: John Shaver, City Attorney

12. **Rescinding the Street Annexation, Located at 623 29 ½ Road and a Portion of the 29 ½ Road Right-of-Way** [Attach 13](#)

Staff request that City Council formally rescind the Street Annexation initially presented to City Council on May 16, 2007 and denied (as per request) at the June 18, 2007 meeting. The annexation involved the Street property located at 623 29 ½ Road and included portions of the 29 ½ Road right-of-way.

Resolution 100-07 – A Resolution Rescinding Resolution No. 74-07 Concerning a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Vacating the Second Reading of the Annexation Ordinance and Releasing Land Use Control, Street Annexation, Located at 623 29 ½ Road and Includes Portions of the 29 ½ Road Right-of-Way

®Action: *Adopt Resolution No. 100-07*

Staff presentation: John Shaver, City Attorney

13. **Sale of a Riverside Parkway Remnant, Located at 2741 D Road** [Attach 14](#)

Approval of contract for the sale of a remnant property at 2741 D Road as more particularly described in the agreement.

Resolution No. 101-07 – A Resolution Authorizing the Sale Contract for a Portion of the Property Located at 2741 D Road, Grand Junction, Colorado

®Action: *Adopt Resolution No. 101-07*

Staff presentation: John Shaver, City Attorney

14. **Contract with Mesa County for Building Inspection Services** [Attach 15](#)

Approval of contract for building inspection and contractor licensing services with Mesa County. The agreement has served both the City and County well in the past and the recommended action will provide for the continuation of those services. The contract term is for two years.

Resolution No. 102-07 – A Resolution Authorizing a Contract with Mesa County for Building Inspection and Contractor Licensing Services

®Action: *Adopt Resolution No. 102-07*

Staff presentation: Tim Moore, Public Works and Planning Director

15. **7th Street Corridor Project Phase II – Landscape and Irrigation** [Attach 16](#)

City Council has approved 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. Bids were opened on Tuesday, July 3, 2007 for the 7th Street Corridor Project, Phase II – Landscape and Irrigation.

Action: *Authorize the City Manager to Execute a Contract for the 7th Street Corridor Project Phase II with American Civil Constructors, Inc. in the Amount of \$255,800*

Staff presentation: Tim Moore, Public Works and Planning Director

16. **Accept the Improvements and Set a Hearing on the Assessments Connected with El Poso Street Improvement District No. ST-06, Phase B** [Attach 17](#)

Improvements in the El Poso Street Improvement District have been completed from Maldonado Street to Mulberry Street, between West Grand Avenue and West Chipeta Avenue.

Resolution No. 103-07 – A Resolution Approving and Accepting the Improvements Connected with El Poso Street Improvement District No. ST-06, Phase B

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

®Action: Adopt Resolution No. 103-07, Introduction of Proposed Ordinance and Set a Hearing for September 5, 2007

Staff presentation: Tim Moore, Public Works and Planning Director

17. **Award of Signal System Communications Contract** [Attach 18](#)

Bids were opened on June 26, 2007 for the Signal Communications Phase 1D Project. The low bid was submitted by Dillie & Kuhn, Inc. in the amount of \$274,345.50.

Action: Authorize the City Manager to Execute a Construction Contract for the Signal System Communications Phase 1D Project with Dillie & Kuhn, Inc. in the Amount of \$274,345.50

Staff presentation: Tim Moore, Public Works and Planning Director

18. **Conveyance of a Nonexclusive Easement to Union Pacific Railroad Company at West Independent Avenue and 25 Road** [Attach 19](#)

Union Pacific Railroad Company (“UPRR”), is requesting an easement across City property adjacent to West Independent Avenue to memorialize an existing utility use.

Resolution No. 104-07 – A Resolution Concerning the Granting of a Non-Exclusive Utilities Easement to Union Pacific Railroad Company, a Delaware Corporation

®Action: *Adopt Resolution No. 104-07*

Staff presentation: Tim Moore, Public Works and Planning Director

19. **Conveyance of a Nonexclusive Easement to Public Service Company of Colorado a/k/a Xcel Energy at B ³/₄ Road** [Attach 20](#)

Xcel Energy (“Xcel”), is requesting an easement across City property adjacent to B ³/₄ Road to memorialize an existing utility use.

Resolution No. 105-07 – A Resolution Concerning the Granting of a Non-Exclusive Utilities Easement to Public Service Company, a Colorado Corporation aka Xcel Energy

®Action: *Adopt Resolution No. 105-07*

Staff presentation: Tim Moore, Public Works and Planning Director

20. **Construction, Lighting and Landscaping Contract for West Main Street Parking Lot** [Attach 21](#)

The West Main Street Parking Lot low bidder was Reyes Construction with a price of \$168,587.20. The project will be started on July 23, 2007 and be completed by August 17, 2007. The parking lot includes parking lot lights. The landscaping will be constructed after the asphalt paving is completed. The landscaping will be completed under a separate contract.

Action: *Authorize the City Manager to Execute a Construction Contract for the West Main Street Parking Lot for \$168,587.20 with Reyes Construction*

Staff presentation: Tim Moore, Public Works and Planning Director

21. **Change Order #1, Riverside Parkway Phase 2** [Attach 22](#)

Change Order #1 of the Riverside Parkway Phase 2 contract with SEMA Construction Company adds additional sanitary sewer work and the construction of a crash-wall at the 25 Road bridge crossing the Union Pacific Railroad for a total increase in the contract of \$312,883.74

Action: Approve Change Order #1, Riverside Parkway Phase 2 with SEMA Construction in the Amount of \$312,883.74 for a Total Contract of \$31,868,438.85

Staff presentation: Tim Moore, Public Works and Planning Director

22. **Recycling Contract with CRI, Inc.** [Attach 23](#)

The City of Grand Junction Solid Waste Department continues to provide curbside recycling to our customers, with a public-private cooperation contract with Curbside Recycling Indefinitely, Inc. (GJ CRI) The new contract covers residential collection, current drop-off site (city shops), future buy-back center, and an agreement for commercial collection of City trash customer.

Action: Approve a Contract with Curbside Recycling Indefinitely, Inc. for Collection and Processing of Recycled Products in the Amount of \$486,345

Staff presentation: Darren Starr, Solid Waste Manager

23. **Withdrawal of Appeal of a Planning Commission Decision to Deny the Pinnacle Ridge Preliminary Plan, Located Northeast of Monument Road and Mariposa Drive** [File #PP-2005-226] – Continued from April 4, 2007 [Attach 24](#)

Appeal of the Planning Commission denial of the Pinnacle Ridge Preliminary Plan, consisting of 72 single family lots on 45.33 acres in a RSF-2 (Residential Single Family, 2 du/ac) zone district. The applicant has withdrawn the appeal.

Action: Rescind the Appeal of the Planning Commission Denial of the Pinnacle Ridge Preliminary Plan

Staff presentation: David Thornton, Principal Planner

*** 24. **Authorize the Human Resources Manager to Terminate Retirement Plans** [Attach 31](#)

The City has selected a new retirement plan provider. The resolution allows the Human Resources Manager to sign any documents needed to terminate the relationship with the old provider.

Resolution No. 109-07 – A Resolution Authorizing the Human Resources Manager to Terminate the City Retirement Plan Provider and Trustee, to Designate a Successor Plan Provider and Trustee and to Take Any and All Other Necessary or Required Action Related Thereto

®Action: *Adopt Resolution No. 109-07*

Staff presentation: John Shaver, City Attorney

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

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

*** 25. **Appointment of City Manager** [Attach 32](#)

The City Council discussed appointment of a City Manager at the July 16, 2007 Workshop and directed Staff to bring a resolution forward for consideration naming Acting City Manager Laurie M. Kadrich as the new City Manager.

Resolution No. 110-07 – A Resolution Appointing Laurie M. Kadrich as City Manager

®Action: *Adopt Resolution No. 110-07*

Staff presentation: John Shaver, City Attorney

26. **Increase Application Fees for Liquor Licensing** [Attach 2](#)

The Colorado Legislature authorized an increase in the application fees allowed to be charged by local jurisdictions in this last legislative session. The local application fees have not been increased since 1997 however the cost of processing and administering liquor licenses has increased significantly. The law enacted allows for a stepped increase through 2010. The new law also established an application fee for the processing of Special Events Permits.

Resolution No. 95-07 – A Resolution Amending Resolution No. 51-97 to Amend Liquor License Application Fees and Establish an Application Fee for Special Events Permits in the City of Grand Junction, Colorado

®Action: *Adopt Resolution No. 95-07*

Staff presentation: Stephanie Tuin, City Clerk

27. **Public Hearing – Rezoning Property Located at 675 23 Road** [File #FP-2007-133] [Attach 25](#)

Request to rezone a portion of Lot 2 of the Taurus Subdivision from C-2 (General Commercial) to I-1 (Light Industrial).

Ordinance No. 4100 – An Ordinance Rezoning a Portion of Lot 2 of the Taurus Subdivision from C-2 to I-1, Located at 675 23 Road

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4100

Staff presentation: Ken Kovalchik, Senior Planner

28. **Public Hearing – Brady South Annexation Growth Plan Amendment** [File #GPA-2007-051] [Attach 26](#)

The applicant is proposing to develop a 12.62 acre site comprised of 3 parcels for commercial/industrial use. The westerly parcel (347 27 ½ Road) is already shown as Industrial on the Growth Plan Future Land Use Map but the two easterly parcels (348 27 ½ Road and 2757 C ½ Road) are shown residential. Thus, in order to develop the 3 parcels as one commercial/industrial project, a Growth Plan Amendment is requested to change the Growth Plan Future Land Use Map from Residential Estate 2-5 acre lots to Commercial Industrial (CI).

Resolution No. 106-07 – A Resolution Amending the Growth Plan of the City of Grand Junction to Designate Approximately 5 Acres Located at 348 27 ½ Road and 2757 C ½ Road from Residential Estate to Commercial Industrial

®Action: Adopt Resolution No. 106-07

Staff presentation: Kristen Ashbeck, Senior Planner

29. **Public Hearing – Sutton Annexation and Zoning, Located at 413 South Camp Road** [File #ANX-2007-057] [Attach 27](#)

Request to annex and zone 53.69 acres, located at 413 South Camp Road, to R-2 (Residential, 2 units per acre). The Sutton Annexation consists of two parcels and is located on the west side of South Camp Road, north of the Canyon View Subdivision in the Redlands.

a. Acceptance Petition

Resolution No. 107-07 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Sutton Annexation, Located at 413 South Camp Road and Including the Redlands Water and Power Company Canal Property is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4101 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Sutton Annexation, Approximately 53.69 Acres, Located at 413 South Camp Road and Including the Redlands Water and Power Company Canal Property

c. Zoning Ordinance

Ordinance No. 4105 – An Ordinance Zoning the Sutton Annexation to R-2, (Residential, 2 units per acre) Located at 413 South Camp Road and the Redlands Water and Power Company Canal Property

®Action: Adopt Resolution No. 107-07 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4101 and 4105

Staff presentation: Faye Hall, Associate Planner

30. **Public Hearing – Growth Plan Amendment Located at 2076 Ferree Drive** [File #GPA-2007-061] [Attach 28](#)

The petitioners, The R. Kenton Page Trust, requests adoption of a resolution to amend the Growth Plan Future Land Use Map from Estate (2-5 Ac./DU) to Residential Medium Low (2-4 DU/Ac.) for the property located at 2076 Ferree Drive in the Redlands. The Planning Commission recommended approval of the proposed Growth Plan Amendment request at their May 22, 2007 meeting.

Resolution No. 108-07 – A Resolution Amending the Growth Plan of the City of Grand Junction to Designate Approximately 13.4 Acres, Located at 2076 Ferree Drive from Estate (2-5 AC/DU) to Residential Medium Low (2-4 DU/AC)

®Action: Adopt Resolution No. 108-07

Staff presentation: Scott D. Peterson, Senior Planner

31. **Public Hearing – Vacating Portions of Texas Avenue, College Place and Alley Rights-of-Way Adjacent to Mesa State College Properties – 1020 Through 1040 Texas Avenue** [File #VR-2007-052] [Attach 29](#)

Mesa State College is requesting to vacate portions of Texas Avenue, College Place and alley rights-of-way located adjacent to their properties in anticipation of creating a simple subdivision plat to merge six properties into one to develop the area as a parking lot for the campus. The Planning Commission recommended approval of the proposed right-of-way vacations at their May 22, 2007 meeting.

Ordinance No. 4106 – An Ordinance Vacating Portions of Texas Avenue, College Place and Alley Rights-of-Way Adjacent to Mesa State College Properties, Located at 1020 Through 1040 Texas Avenue

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4106

Staff presentation: Scott D. Peterson, Senior Planner

32. **Infill/Redevelopment Request for The Plaza, Located at 28 ¾ Road** [Attach 30](#)

A request for infill/redevelopment incentives for street improvements along the east side of 28 ¾ Road adjacent to a proposed development called The Plaza. The review committee is supporting the cost of curb and gutter along the east side of 28 ¾ Road from the corner of North Avenue north to the end of the property, where Grand Mesa Little League Park property begins.

Action: Approve an Incentive Reimbursement for Curb and Gutter in the Amount of \$70,582 as per the Review Committee Recommendation for The Plaza

Staff presentation: Ivy Williams, Development Services Supervisor

33. **Development of City-Owned Property Adjacent to Tiara Rado** [Attach 33](#)

Inclusion of 80 acres of City-owned property adjacent to Tiara Rado in a development application was discussed at the July 16, 2007 Workshop. City Council directed Staff to bring a resolution forward for consideration.

Resolution No. 111-07 – A Resolution Authorizing the Filing of an Application to Amend the Growth Plan Designation for the City Property Located at 2064 S. Broadway in the City of Grand Junction, Colorado

®Action: *Adopt Resolution No. 111-07*

Staff presentation: John Shaver, City Attorney

31. **Non-Scheduled Citizens & Visitors**
32. **Other Business**
33. **Adjournment**

Attach 1
Minutes from Previous Meetings
GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

June 18, 2007

The City Council of the City of Grand Junction, Colorado met in Special Session on Monday, June 18, 2007 at 2:10 p.m. at Two Rivers Convention Center, 159 Main Street. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Gregg Palmer, Doug Thomason, Linda Romer Todd, and President of the Council Jim Doody. Also present were Acting City Manager Laurie Kadrich, City Attorney John Shaver, Financial Operations Manager Jodi Romero, Administrative Intern Angela Harness and Engineering Manager Trent Prall.

Council President Doody called the meeting to order.

Councilmember Beckstein moved to go into executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and/or instructing negotiators relative to property located at the northeast corner of I-70 and 24 Road pursuant to Section 402 4 E of the Colorado's Open Meetings Act and will not be returning to open session. Councilmember Thomason seconded the motion. The motion carried.

The City Council convened into executive session at 2:12 p.m.

Stephanie Tuin, MMC
City Clerk

**GRAND JUNCTION CITY COUNCIL
WORKSHOP SUMMARY
June 18, 2007**

The City Council of the City of Grand Junction, Colorado met on Monday, June 18, 2007 at 7:01 p.m. in the City Hall Auditorium to discuss workshop items. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Gregg Palmer, Doug Thomason, Linda Romer Todd and Council President Jim Doody.

Summaries and action on the following topics:

1. **WATERSHED COMMUNITY PLAN PRESENTATION:** Acting City Manager Laurie Kadrich presented the final draft of the plan. She reviewed the history of the draft and how it has been previously presented, and how each local government will have a public presentation to their governing bodies and public. She noted that Terry Franklin, Water Services Manager, compiled the comments that were made from the focus groups and through the website. Ms. Kadrich reviewed those comments. The staff has incorporated the best management practices into the regulations drafted to implement the Watershed Ordinance.

Councilmember Coons asked about the number of comments that were received via the web. Terry Franklin, Water Services Manager, advised that there were 56 pages of comments but 43 of the 56 pages were strike outs done on the Plan itself.

Council President Doody asked for clarification on the comment regarding Mesa County's oversight. Mr. Franklin advised that those comments refer to Mesa County being more involved so it isn't just the City of Grand Junction managing the City's watershed, but rather a larger oversight over the whole County.

Councilmember Coons asked about the next step, and asked if this will be formally adopted. Mr. Franklin said the rest of the comments will be incorporated into the Plan and then there will be another Focus Group meeting after June 26th. Then the document can be brought back to City Council for adoption. The document will not be actually signed by anyone, but once finalized, Genesis has agreed for the document to be legally binding.

City Attorney John Shaver added that the best management practices are then enforced through the permitting process.

Ms. Kadrich said another reason for it not being adopted is that if best management practices are changed then it does not have go through a re-adoption process.

Councilmember Palmer noted best management practices rely on inspection of the work and is the City comfortable with the number of inspections planned. Another issue was the baseline water quality data, and he asked if that has been established. Mr. Franklin said the City has that baseline data, the new data relates to Palisade's watershed. Regarding inspections, the City is comfortable with the number specified in the Plan.

Councilmember Coons asked if it is necessary to formally adopt the Plan if it is incorporated into the regulations. City Attorney Shaver advised that it is not necessary as a practical matter.

Councilmember Todd asked what procedures did Rifle put in place for drilling in their watershed. Ms. Kadrich said much of the Rifle plan was used as a model for this Plan.

Action summary: Council asked that the revised Plan be brought back once the comments have been incorporated.

2. **WATERSHED ORDINANCE IMPLEMENTATION REGULATIONS:** The regulations implementing the Watershed Ordinance were prepared by the Utility Department staff, in conjunction with various affected interest groups, and was presented by Terry Franklin, Water Services Manager. He reviewed the process in developing the document. The reclamation of the permit sites will be guaranteed by a bond. The cost will be determined by a third party. Mr. Franklin identified what activities will require a permit and what activities will not, although even the non-permitted activities will require a notice of intent. He listed the items required by the permit application.

Councilmember Coons asked for an overview on the development of the regulations. Acting City Manager Kadrich advised that during the Focus Group meetings, the regulations were discussed extensively.

Council President Doody pointed out that there is a differentiation between minor impact and major impact. An activity determined to have a major impact will be reviewed by City Council.

Councilmember Coons noted that these regulations are for any activity in the watershed, not just oil and gas activity.

Mr. Franklin said the regulations will be reviewed as needed.

Councilmember Coons asked how this ordinance will work with BLM's permitting process.

City Attorney Shaver said the federal government has primacy but the City's process will supplement the federal process. Mr. Franklin said they will try to make it a smooth process through early dialogue with any proposed users.

City Attorney Shaver noted the City's permitting process does not approve or disapprove the drilling, that is a federal function. If an irreconcilable conflict arises, federal rule will prevail but he is confident that conflicts can be resolved.

Mr. Franklin pointed out that inspections will take place after any permits are issued and third-party inspectors will be hired to perform those inspections and the permittee will pay for those inspections.

Action summary: City Attorney Shaver advised these regulations will be brought forward when the Watershed Plan is final as these regulations do incorporate the Plan by reference.

3. **WATER CONSERVATION EFFORTS BY THE PARKS DEPARTMENT:** Don Hobbs, Assistant Parks and Recreation Director, presented water conservation efforts through central control irrigation. He reviewed the history of the irrigation in the City's parks system. He described all the options now available through the central irrigation system. Access is available remotely through cell phones and radios as well as computer. Other components include controlling the lighting and locking electric doors. The controller is much like the home units with the exception that the parks controller is tied to a central computer. The system also has three weather stations. There are 23 rain gauges around town that are set to shut off systems depending on the amount of rain received in that part of town. Freeze click devices are set to shut off the system when the temperature gets down to 37 degrees.

Mr. Hobbs advised that the control device adjusts the system every day based on the evapotranspiration (ET) and other data. The system stores all the data for how the system is run and provides a daily report on the operation. The mowers also report back to central operations so adjustments can be made. The system can also detect any malfunctioning valve and will shut it down and send a report to the central computer.

Most systems run at night but occasionally they have to catch up and water during the days. Another reason for daytime watering may be the need to adjust the sprinkler heads.

Mr. Hobbs advised that not every area in the parks system is on this system, like the park in the Ridges, but they are working on it.

Councilmember Thomason asked about security. Mr. Hobbs said the system is password protected and use-protected by availability.

Councilmember Hill asked how many systems are still on treated water. Mr. Hobbs listed those that are on non-potable water, many of the systems in the City do not have access to irrigation water.

Council President Doody asked about work load versus work force, specifically the labor savings. Mr. Hobbs said he can't speak to that because the shut downs would just not happen without central control. The system still needs to be maintained. The savings is in water.

Jerry Roberts, Parks Maintenance Supervisor, said the centralized system is more efficient. When a system is converted, the change is dramatic.

Terry Franklin, Water Services Manager, then presented information on the water conservation efforts to be encouraged City-wide, also know as the DRIP (Drought Response Information Project) program. He compared Ute Water's statistics; 64 gallons in the winter and 115 gallons per person per day in the summer. The City's per capita is 66 gallons per person per day in the winter but the summer is 175 gallons per capita. They are now working on ways to measure conservation efforts. One way would be to offer a rebate to users that install a smart controller for irrigation. That way they can measure the savings.

Action summary: City Council was very impressed with the parks irrigation system. They also thanked Mr. Franklin for his update.

ADJOURN

The meeting adjourned at 9:00 p.m.

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

June 20, 2007

The City Council of the City of Grand Junction convened into regular session on the 20th day of June 2007, at 7:07 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Gregg Palmer, Doug Thomason, Linda Romer Todd, and President of the Council Jim Doody. Also present were Acting City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Doody called the meeting to order. Councilmember Beckstein led in the pledge of allegiance. The audience remained standing for the invocation by David Eisner, Congregation Ohr Shalom.

Proclamations / Recognitions

Proclaiming June 21, 2007 as “National Dump the Pump Day” in the City of Grand Junction

Appointments

Councilmember Bonnie Beckstein moved to appoint Patti Hoff and Scott Holzschuh to the Downtown Development Authority and Downtown Grand Junction Business Improvement District Board of Directors for four year terms expiring June, 2011. Councilmember Bruce Hill seconded the motion. Motion carried.

Citizen Comments

There were none.

CONSENT CALENDAR

Councilmember Thomason read the items on the Consent Calendar and then moved to approve the Consent Calendar. It was seconded by Councilmember Beckstein and carried by roll call vote to approve the Consent Items #1 through #10.

1. **Minutes of Previous Meetings**

Action: Approve the Summary of the June 4, 2007 Workshop and the Minutes of the June 6, 2007 Special Meeting and the June 6, 2007 Regular Meeting

2. **Donation of Two Police Patrol Vehicles**

The City of Grand Junction Purchasing Department is requesting to donate two surplus 2003 Crown Victoria Police Patrol vehicles equipped with light bars and cages to the Town of Center Police Department. These surplus vehicles were used by the Police Uniform Patrol Department. The estimated total value of the two surplus police patrol vehicles is \$8,000.00.

Action: Authorize the City Purchasing Division to Donate Two 2003 Crown Victoria Police Patrol Vehicles to the Town of Center Police Department, Located in Center, Colorado

3. **Rescinding Resolution 72-07 for Annexation of Lands for the Newton Annexation, Located at 2320 H Road and Includes Portions of the 23 Road and H Road Rights-of-Way** [File #ANX-2007-101]

Request to remove the Newton Annexation for consideration by the City Council.

Resolution No. 84-07 – A Resolution Rescinding Resolution 72-07 Concerning a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Vacating the Second Reading of the Annexation Ordinance and Releasing Land Use Control, Newton Annexation, Located at 2320 H Road and Includes Portions of the 23 Road and H Road Rights-of-Way

Action: Adopt Resolution No. 84-07

4. **Setting a Hearing on Zoning the Sutton Annexation, Located at 413 South Camp Road** [File #ANX-2007-057]

Request to zone the 53.69 acre Sutton Annexation, located at 413 South Camp Road, to R-2 (Residential, 2 units per acre). The subject property is located north of the Canyon View Subdivision on the west side of South Camp Road in the Redlands.

Proposed Ordinance Zoning the Sutton Annexation to R-2, (Residential, 2 units per acre) Located at 413 South Camp Road

Action: Introduction of Proposed Ordinance and Set a Hearing for July 18, 2007

5. **Setting a Hearing on the Mesa Ayr Subdivision Annexation, Located at 3139 D ½ Road** [File #PP-2006-214]

Request to annex 5.03 acres, located at 3139 D ½ Road. The Mesa Ayr Subdivision Annexation consists of one parcel.

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

Resolution No. 85-07 – 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, Mesa Ayr Subdivision Annexation, Located at 3139 D ½ Road

Action: Adopt Resolution No. 85-07

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Mesa Ayr Subdivision Annexation, Approximately 5.03 Acres, Located at 3139 D ½ Road

Action: Introduction of Proposed Ordinance and Set a Hearing for August 1, 2007

6. Setting a Hearing Vacating Portions of Texas Avenue, College Place and Alley Rights-of-Way Adjacent to Mesa State College Properties – 1020 Through 1040 Texas Avenue [File #VR-2007-052]

The petitioner, Mesa State College, is requesting to vacate portions of Texas Avenue, College Place and alley rights-of-way located adjacent to their properties in anticipation of creating a simple subdivision plat to merge six properties into one to develop the area as a parking lot for the campus. The Planning Commission recommended approval of the proposed right-of-way vacations at their May 22, 2007 meeting.

Proposed Ordinance Vacating Portions of Texas Avenue, College Place and Alley Rights-of-Way Adjacent to Mesa State College Properties, Located at 1020 Through 1040 Texas Avenue

Action: Introduction of Proposed Ordinance and Set a Hearing for July 18, 2007

7. Setting a Hearing on Rezoning Property Located at 675 23 Road [File #FP-2007-133]

Request approval to rezone Lot 2 of the Taurus Subdivision from C-2 (General Commercial) to I-1 (Light Industrial)

Proposed Ordinance Rezoning a Portion of Lot 2 of the Taurus Subdivision from C-2 to I-1, Located at 675 23 Road

Action: Introduction of Proposed Ordinance and Set a Hearing for July 18, 2007

8. **Construction Contract for the 2007 New Sidewalks**

The 2007 New Sidewalk project consists of installation of sidewalk in 5 locations. To be considered for this project, the areas must first have curb and gutter adjacent to the property. These selected areas were petitioned in 2005. The streets that received a majority vote are the ones that will have the new sidewalk installed.

Action: Authorize the City Manager to Sign a Construction Contract for New Sidewalk Construction to Vista Paving Corporation in the Amount of \$144,816

9. **Change Order No. 1 for 2007 Water Line Replacement Project**

The existing water line in Glenwood Avenue from 5th Street to 7th Street is being replaced because it is cast iron and has a break history. This line was not originally scheduled for replacement this year, but was moved up to the 2007 to be ahead of the scheduled overlaying of Glenwood Avenue from 5th to 6th Street.

Action: Authorize the City Manager to Sign Change Order No. 1 to the 2007 Water Line Replacement Project to Sorter Construction, Inc. in the Amount of \$123,135

10. **Amend the Fees and Charges to include a Charge for the Watershed Permit Application**

The City Council passed the Watershed Protection Ordinance No. 3961 in August, 2006. Provisions of the Ordinance allow the City to require and issue a watershed activity permit to applicants who want to perform certain activities within the City's watershed. The Ordinance and the implementing regulations further authorize the City to assess a fee to cover the costs incurred by the City for the application process and the enforcement of the requested permit. The fee of \$250.00 will be assessed by the City to each applicant desiring a Watershed Activity Permit.

Resolution No. 86-07 – A Resolution Amending Resolution No. 03-07 to Add a New Fee Item for Watershed Activity Application Fee Use in the City of Grand Junction, Colorado

Action: Adopt Resolution No. 86-07

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Contract to Purchase Property at 641 Struthers Avenue

City Staff has been in negotiations with the Western Colorado Botanical Gardens for the purchase of the property located at 641 Struthers Avenue. A fair market value has been determined and a purchase contract has been signed by both parties.

John Shaver, City Attorney, reviewed this item. He advised the breakdown of the offer made and how some of the proceeds will pay off the outstanding water charges. The closing is set for June 22, 2007. Once closed, the City has agreed to lease back the property to the Botanical Gardens and that property will be added to the Master Lease currently in place.

Council President Doody asked about the term of the lease. Mr. Shaver said it is a 99 year lease and thirteen years have elapsed.

Councilmember Coons asked if the additional property will result in an increase in the lease payment. Mr. Shaver advised that the lease payment is one dollar per year and it will not increase.

Councilmember Hill asked if the conveyance requires the Gardens to pay off their lien. Mr. Shaver said they are conveying the property free and clear, it is up to the Gardens as to how they handle their debt.

Councilmember Palmer lauded this decision to purchase this property as it will benefit both parties.

Resolution No. 87-07 – A Resolution Ratifying the Purchase Contract for the Property Located at 641 Struthers Avenue, Grand Junction, Colorado

Councilmember Palmer moved to adopt Resolution No. 87-07. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Las Colonias Park Master Plan

Presentation of the Las Colonias Park Master Plan as prepared by EDAW, Inc. of Fort Collins, Colorado. The Master Plan provides a framework for future development of the park site, helps identify contemplated usage, and promotes and complements surrounding properties in a manner consistent with park uses. The Master Plan was revised because a portion of the site was necessary for Riverside Parkway alignment which significantly impacted the initial Master Plan.

Joe Stevens, Parks and Recreation Director, introduced this item and turned the presentation over to Shawn Cooper, Parks Planner.

Mr. Cooper reviewed the history of the Park. A Master Plan was developed in the late 1990's but the construction of the Riverside Parkway rendered that Master Plan as unusable as some of the property has been used for right-of-way. EDAW was hired to develop a new Master Plan.

Mr. Cooper then described the various elements and uses in the Master Plan for the Park, as well as the suggested phasing. In the third phase, there was an area designated for a civic facility and an amphitheater.

Councilmember Todd asked if a dog park was considered along the river. Parks and Recreation Director Stevens advised that due to the sensitivity of the environmental impacts and wildlife, the dog park was not located near the river.

Councilmember Palmer brought up the request for land to be donated on this site for a recreation center. Mr. Cooper said it would not adversely affect the Plan. Mr. Stevens said one objective of the Plan is to allow for flexibility to accommodate some type of public/private partnership opportunity.

Councilmember Coons stated that she had participated in one of the focus groups and she was very pleased with the public involvement and the process.

Councilmember Beckstein asked where the development of this park is in the CIP. Mr. Cooper said it is not currently in the CIP but, having a Master Plan, the City will be prepared if the opportunity to move forward arises.

Councilmember Beckstein asked if this area is on the Tamarisk Coalition's calendar. Mr. Stevens said that although it is not in their current calendar, that will be pursued.

Councilmember Palmer noted that everyone thinks it will be a great park but the total cost is \$20 million.

Councilmember Hill said part of Council's responsibility is to set a vision and this Plan will be a guide when an opportunity arises. Adoption of the Plan does not obligate the Council financially.

Councilmember Hill moved to adopt Resolution No. 88-07. Councilmember Coons seconded the motion. Motion carried.

Swan Lane Revocable Permit, Located at the South End of Swan Lane on the Redlands [File #RVP-2007-131]

Request for a Revocable Permit to allow a 6 foot cedar privacy fence within 72 square feet of newly dedicated right-of-way for Swan Lane.

Bob Smith, part of the Redlands Valley Subdivision, and the applicant, presented his request and explained the reasons for the need. He believes the installation of a fence will head off a multitude of problems.

Senta Costello, Associate Planner, reviewed this item. It is a request for a six foot privacy fence within the right-of-way of Swan Lane. She described the location. The property was annexed into the City in 2005. She described the surrounding uses and zoning. There are seven criteria for issuance of a revocable permit. Staff has found that the request does not meet the criteria. The request does not provide any benefit to the public, there is not a need for the fence, it will give a false impression to future property owners, the property is not suitable for the request, it is not compatible, it will negatively impact, it is not in conformance with the Growth Plan, and it does not comply with submittal requirements.

Councilmember Palmer pointed out that a six-foot fence already exists around the property. Ms. Costello concurred that the fence was existing but that it would not meet the current requirements either.

Councilmember Palmer asked how the right-of-way will extend. Ms. Costello said if the property were ever to be developed, the property owner would have to dedicate the additional right-of-way.

Councilmember Beckstein asked what generated the request. Mr. Smith said he is concerned about trespassing. The fence can always be removed.

Councilmember Todd asked for further clarification on the location of the fence. Ms. Costello noted the aerial photo is not up-to-date. Councilmember Todd asked her for the probability of the development. Ms. Costello said she can't say but with development currently booming, it is possible. It was pointed out that the property owners to the south could construct a fence on their property without being annexed.

Councilmember Hill asked Mr. Smith if he has spoken to those neighbors. Mr. Smith said he has and they are fine with it.

Council President Doody asked if the HOA will construct the fence. Mr. Smith said yes noting he is the HOA. He agreed the fence will be temporary.

Councilmember Hill said apart from the criteria, Mr. Smith could approach the two neighbors and build the fence on their property and avoid this issue but Mr. Smith is going about it the right way. He said he can find where some criteria are met, there is some benefit, etc., and so he is supportive. There have also been instances where right-of-way exists for extending a street and it is never extended.

Councilmember Thomason was supportive as long as it is revocable.

Councilmember Palmer noted that the false impression is already there due to the existing fence.

Councilmember Todd pointed out that a statement in the covenants would put new owners on notice and she supports that and the issuance of the permit.

Councilmember Coons questioned whether a problem actually exists or just a potential but she doesn't see a problem with the fence as long as it is revocable.

Councilmember Beckstein lauded the developer for being proactive to prevent a problem.

Resolution No. 89-07 – A Resolution Concerning the Issuance of a Revocable Permit to Redlands Valley Development Inc.

Councilmember Thomason moved to adopt Resolution No. 89-07. Councilmember Hill seconded the motion. Motion carried by roll call vote.

Vacation of a 15 Foot Ingress/Egress Easement, Located at 603 Meander Drive [File #VE-2007-056]

A request to vacate a 15 foot ingress/egress easement, located in the Tomkins Subdivision at 603 Meander Drive.

Ronnie Edwards, Associate Planner, presented this item. She reviewed the history of this easement going back to 1995. The easement was never meant to be a permanent easement. An adjacent property owner is objecting to the vacation as he would like to continue to use the access. Both the Planning Commission and Staff recommend the vacation be approved and find that the request meets the criteria.

Joan Raser, representing the applicants, was available for questions. She had an overlay that displayed the different accesses and driveways. An easement will be retained for utilities.

Council President Doody asked the City Attorney to clarify. Mr. Shaver advised that the area is dedicated public right-of-way. The request is to make it private.

Resolution No. 90-07 – A Resolution Vacating a 15' Ingress/Egress Easement Located at 603 Meander Drive

Councilmember Hill moved to adopt Resolution No. 90-07. Councilmember Palmer seconded the motion. Motion carried by roll call vote.

Vacation of 5 Feet of an Existing 10 Foot Drainage Easements, Located at 2560 and 2561 Civic Lane [File #VE-2007-047]

A request to vacate 5 feet of existing 10 foot drainage easements, located adjacent to the west property line of 2560 and 2561 Civic Lane in the Beehive Estates Subdivision.

Ronnie Edwards, Associate Planner, reviewed this item. She described the location and the history of the easement. Only a portion of the easement is requested to be vacated to allow for a larger building envelope but the City will still retain a drainage easement.

The request is consistent with the Growth Plan and meets the criteria for the request. Planning Commission recommended approval.

Resolution No. 91-07 – A Resolution Vacating 5 Feet of Existing 10 Foot Drainage Easements Located at 2560 and 2561 Civic Lane in the Beehive Estate Subdivision

Councilmember Palmer moved to adopt Resolution No. 91-07. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Public Hearing – Young Court Rezone, Located at 2575 Young Court
[File #RZ-2007-089]

Request to rezone 2575 Young Court, comprised of 1.09 acres, from R-R (Residential – 5 ac/du) to R-2 (Residential -2 du/ac). Young Court is located off of Young Street, north of F ½ Road and west of 1st Street, in the north Grand Junction neighborhood area.

The public hearing was opened at 8:26 p.m.

Ronnie Edwards, Associate Planner, reviewed this item. She described the site. The property was annexed in 2000 and the applicants asked that the property be zoned RSF-R, which was the existing County zone. It was noted in the record that the zoning did not meet the Growth Plan's Future Land Use Map designation. It was anticipated that it would be rezoned and developed at a higher density. Development will require the extension of the sewer.

The applicant was present but had nothing to add.

There were no public comments.

The public hearing was closed at 8:29 p.m.

Ordinance No. 4090 – An Ordinance Rezoning a Parcel of Land from Residential, One Unit per Five Acres (R-R) to Residential, Two Units per Acre (R-2), Located at 2575 Young Court

Councilmember Thomason moved to adopt Ordinance No. 4090 and ordered it published. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

Public Hearing – Right-of-Way Vacation, Located at 711 Niblic Drive and 718 Horizon Drive [File #VR-2007-022]

A request to vacate public right-of-way adjacent to Niblic Drive, east of Horizon Drive located in the Partee Heights Subdivision. The proposed right-of-way vacation is a 50' wide unnamed stub street that was platted, but never built. A 14' multi-purpose easement will be reserved along Niblic Drive.

The public hearing was opened at 8:30 p.m.

Ronnie Edwards, Associate Planner, reviewed this item. She described the location and reviewed the history where through a variety of processes, a residential lot was created within a commercial subdivision where the right-of-way was an unnamed stub street that was never built.

The applicant was present but had nothing to add.

There were no public comments.

The public hearing was closed at 8:32 p.m.

Ordinance No. 4091 – An Ordinance Vacating Right-of-Way Adjacent to Niblic Drive, Located at 711 Niblic Drive and 718 Horizon Drive

Councilmember Palmer moved to adopt Ordinance No. 4091 and ordered it published. Councilmember Hill seconded the motion. Motion carried by roll call vote.

Council President Doody called a recess at 8:33 p.m.

The meeting reconvened at 8:45 p.m.

Infill/Redevelopment Request – Grand Valley Catholic Outreach [File #INR-2007-093]

Grand Valley Catholic Outreach represented by Chamberlin Architects is requesting assistance from the Infill and Redevelopment Program for a building project to provide permanent housing for low-income and chronically homeless individuals. The project is to be located at 217 White Avenue.

Councilmember Palmer disclosed that he received a phone call on this matter and comments were made before he could stop them.

Ivy Williams, Development Services Supervisor, reviewed this item. She described the site and the request. She listed the items for financial incentives. Three items on the list were considered by the Review Team that boost infrastructure and provide high community benefit. The total being recommended by the Review Committee is not to exceed \$72,058.

Councilmember Palmer noted that there are no overhead utilities along the road, only in the alley. Ms. Williams agreed. Councilmember Palmer pointed out that there are fire hydrants in the area. Ms. Williams said not within the 100 feet as required.

Councilmember Palmer asked if the City typically undergrounds utilities in alleyways. Public Works and Planning Director Tim Moore said that has been the case in the past.

Councilmember Coons asked why the sewer manhole was being recommended but not the storm drain manhole. Ms Williams said it has been determined that the storm sewer manhole will not be needed.

Councilmember Hill asked about the handrails. Ms. Williams said that the handrails are on the private property, not on the public right-of-way. The projects were not selected just on the basis of need, but rather how they also benefit the public.

John Baskfield, Chamberlain Architects, accompanied by Sister Karen Bland, presented the reason for the request. He described the site and how the request meets the guidelines for infill development. He explained each item and the need. The building will have 22 low income units, a residential manager unit, and a counseling office on 7 lots. The current request is for \$215,869 in incentives.

Sister Karen urged the City Council to participate in the goal of reducing homelessness. She listed the ways Catholic Outreach helps to prevent homelessness annually and gave a number of real people examples. Catholic Outreach has already been awarded a three year grant for case management, furnishings and maintenance, and another grant for three years of operational funds. The request is only 4.5% of the project cost.

Councilmember Coons asked how this project as a whole is being funded. Sister Karen said community support and grants. The board is taking a leap of faith and going forward.

Councilmember Todd asked about the size of the units. Sister Karen answered 500 square feet, specifically for a single person, as persons with mental illness cannot live with others.

Councilmember Todd thought the cost per square foot to be high. Mr. Baskfield said they are breaking the project up into three smaller buildings for aesthetics purposes.

Councilmember Todd pointed out that it is at \$200 per square foot.

Sister Karen said some of the costs have been an effort to reduce maintenance and utility costs. The sprinkler system is not even included in the construction costs.

Mr. Baskfield said they are working with tradesmen to try to get some or all of their services donated. The resident manager's apartment is 900 square feet.

Councilmember Palmer noted since the undergrounding is not required, perhaps those funds would be better spent on things that are required, such as the fire hydrant, the concrete, and other items. Public Works and Planning Director Tim Moore said the undergrounding is required. Councilmember Palmer said it says differently in the report. Ms. Williams acknowledged that might be an error. Mr. Baskfield said without undergrounding the parking would have to be reconfigured and it would need additional City review, thus delaying the project.

Councilmember Hill said he focuses on what the barriers are for an infill project. He agreed that Staff has pointed out items that do address the barriers and provide community benefit. He supports Staff's recommendation.

Councilmember Coons asked for clarification on the on-site lighting. Mr. Baskfield said it is for safety, especially with the vulnerable population residing there. The light poles are about four feet high and light a twenty foot radius. They are for safety.

Councilmember Coons asked about the curb and gutter in the parking lot. Mr. Baskfield said the curb would be a parking stop and then there would be a sidewalk.

Councilmember Todd supported the Staff recommendation but is concerned at the cost of affordable housing being more than in the private sector.

Councilmember Palmer agreed with Councilmember Hill and supported the recommendation.

Councilmember Coons said she too would support the request but would also support the curb and gutter.

Council President Doody said he would support the three items being recommended by the Staff.

Councilmember Hill moved to approve the request to reimburse costs for the undergrounding of utilities, a fire hydrant, and the portion of the sanitary sewer work in the alley not to exceed \$72,058. Councilmember Palmer seconded the motion. Motion carried.

Public Hearing – Niagara Village PD Amendment, Located West of 28 ¼ Road and South of K-Mart [File # RZ-2007-049]

A request to amend the Niagara Village Planned Development Ordinance, to allow zero side and rear yard setbacks for accessory structures less than 200 square feet.

The public hearing was opened at 9:29 p.m.

Adam Olsen, Associate Planner, reviewed this item. He described the site, the location, the request, the current zoning, and the surrounding zoning. The property was zoned PD in 1995. Setbacks for accessory structures were not addressed in that PD plan. The lots are not large enough to accommodate accessory structures without encroaching into the setback. The request still needs to meet criteria in the Zoning and Development Code. The Planning Commission did recommend approval.

Councilmember Palmer asked if the sheds required a building permit. Mr. Olsen said structures less than 200 square feet do not require a building permit. He is not sure all the structures are less than 200 square feet but the shed that brought this forward was under 200 square feet. The applicant was going to apply for a variance but then the entire subdivision would have to apply or be out of compliance.

There were no public comments.

The public hearing was closed at 9:33 p.m.

Councilmember Hill said he has a concern but since the issue is throughout the subdivision and since it is surrounded by commercial, he would lean toward supporting it.

Councilmember Coons pointed out that since the PD did not address accessory structures, she can support it.

Ordinance No. 4092 – An Ordinance Amending Ordinance No. 2864 the Niagara Village Planned Development Zone Ordinance, Establishing Zero Side and Rear Yard Setbacks for Accessory Structures that are less than 200 Square Feet

Councilmember Coons moved to adopt Ordinance No. 4092 and ordered it published. Councilmember Todd seconded the motion. Motion carried by roll call vote.

Public Hearing – Senatore Annexation and Zoning, Located at 2302 E Road [File #ANX-2007-074]

Request to annex and zone 3.07 acres, located at 2302 E Road, to the R-2 zone district (Residential – two units per acre). The Senatore Annexation consists of one parcel of land and is a two part serial annexation containing portions of 23 Road and E Road Right-of-Way.

The public hearing was opened at 9:36 p.m.

Lori V. Bowers, Senior Planner, reviewed this item. She described the location, the site, the surrounding zoning, and the Future Land Use designation as well as the current use. She mentioned there were objections to the requested zoning of R-4 by nearby property owners. The existing County zoning is RSF-4. Staff is recommending R-2

David Chase, Vista Engineering, was present representing the applicants. The applicant is asking for a slightly different zoning than Staff's recommendation. The water line extension that is required will be expensive, thus the reason for the additional density. The request would only slightly exceed the density allowed by R-2.

Willard Pease, Jr., 2307 E Road, across the street, described the character of the neighborhood and questioned the reason for annexation. He supported R-2 but not R-4.

Lila Lafferty, 2310 E Road, adjacent to the property, wants to preserve the rural yet urban feeling. There are larger properties not shown. The higher density does not fit. She described the wildlife. She opposed annexation due to the density being proposed.

Bruce Greenlee, 2315 E Road, 2.4 acres, said it is difficult for him to see a development that puts four houses on an acre just to make it economically feasible. He feels the market would allow them to make their money at two houses per acre.

Jen Greenlee, 2315 E Road, looked for two years for such a property and plans to retire there. She described her various house guests. It is safe for the kids. She opposed the development.

There were no further comments.

The public hearing was closed at 9:55 p.m.

David Chase said they want three lots at about ½ acre each. Developments pay their own way and the City gets the benefit. The benefit to the neighborhood would be additional fire flow. Without three lots, it probably won't be developed without a variance from the Fire Department. He clarified the acreage at 1.419.

Councilmember Hill thanked those that came forward. He stated that Mr. Chase made a good argument. The risk is that if his development does not go forward, yet it is zoned R-4, then more units could be built. Therefore he will have to support Planning Commission's recommendation of R-2.

Councilmember Todd agreed with Councilmember Hill that things could change but she has a deep conviction that when a property is zoned one way, then the property owner relies on that zoning.

Councilmember Palmer explained the requirement for annexation when development is desired under the Persigo Agreement. He agreed with the existing County zoning of R-4, and it is surrounded by R-4 so he would support that.

Councilmember Coons generally believes in zoning at a higher density, but in this instance she agrees with Councilmember Hill that there is no way to guarantee that it will not be built at the higher density so she supports R-2.

Councilmember Thomason agreed that R-2 makes more sense for that area.

Councilmember Beckstein was sure that four units per acre would not fit but since the zoning is the action being taken, she thinks R-2 would fit better.

Council President Doody stated he also supports R-2.

a. Accepting Petition

Resolution No. 92-07 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Senatore Annexation, Located at 2302 E Road is Eligible for Annexation

b. Annexation Ordinances

Ordinance No. 4093 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Senatore Annexation No. 1, Approximately 0.72 Acres of 23 Road Right-of Way, Located at 2302 E Road

Ordinance No. 4094 – An Ordinance Annexing Territory to the City of Grand Junction,

Colorado, Senatore Annexation No. 2, Approximately 2.35 Acres, Located at 2302 E Road Including Portions of 23 Road and E Road Rights-of-Way

c. Zoning Ordinance

Ordinance No. 4095 – An Ordinance Zoning the Senatore Annexation to R-2, Located at 2302 E Road

Councilmember Hill moved to adopt Resolution No. 92-07 and adopt Ordinance Nos. 4093, 4094, and 4095 and ordered them published. Councilmember Thomason seconded the motion. Motion carried by roll call vote.

Public Hearing – Jones Annexation and Zoning, Located at 2858 C ½ Road
[File #ANX-2007-087]

Request to annex and zone 3.42 acres, located at 2858 C ½ Road, to R-4 (Residential, 4 units per acre). The Jones Annexation consists of one parcel and is located in the Pear Park area.

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

Faye Hall, Associate Planner, reviewed this item noting that the request meets the criteria of the State Statutes and the Zoning and Development Code. She entered the staff report and attachments into the record. The applicants were present but did not need to make a presentation.

There were no public comments.

The public hearing was closed at 10:13 p.m.

a. Acceptance Petition

Resolution No. 93-07 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Jones Annexation, Located at 2858 C ½ Road and a portion of the Florida Street Right-of-Way is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4096 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Jones Annexation, Approximately 3.42 Acres, Located at 2858 C ½ Road and a portion of the Florida Street Right-of-Way

c. Zoning Ordinance

Ordinance No. 4097 – An Ordinance Zoning the Jones Annexation to R-4 (Residential, 4 Units Per Acre), Located at 2858 C ½ Road

Councilmember Beckstein moved to adopt Resolution No. 93-07 and adopt Ordinance Nos. 4096 and 4097 and ordered them published. Councilmember Hill seconded the motion. Motion carried by roll call vote.

Public Hearing – Sky View Annexation and Zoning, Located at 2881 D Road

[File #ANX-2007-085]

Request to annex and zone 13.89 acres, located at 2881 D Road, to R-4 (Residential, 4 units per acre). The Sky View Annexation consists of two parcels and is located in the Pear Park Area, to the east of the Skyler Subdivision and west of 29 Road.

The public hearing was opened at 10:14 p.m.

Faye Hall, Associate Planner, reviewed this item. She described the location and the request and asked that the staff report and attachments be entered into the record. She said the request meets all requirements and Staff recommends approval.

There were no public comments.

The public hearing was closed at 10:15 p.m.

a. Accepting Petition

Resolution No. 94-07 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Sky View Annexation, Located at 2881 D Road and Also Includes a Portion of the D Road and Florida Street Rights-of-Way is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4098 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Sky View Annexation, Approximately 13.89 Acres, Located at 2881 D Road and Also Includes a Portion of the D Road and Florida Street Rights-of-Way

c. Zoning Ordinance

Ordinance No. 4099 – An Ordinance Zoning the Sky View Annexation to R-4, (Residential, 4 units per acre) Located at 2881 D Road

Councilmember Coons moved to adopt Resolution No. 94-07 and adopt Ordinance Nos. 4098 and 4099 and ordered them published. Councilmember Palmer seconded the motion. Motion carried by roll call vote.

Public Hearing – Street Property Annexation and Zoning, Located at 623 29 ½ Road
[File #ANX-2007-107]

Request to annex and zone 1.49 acres, located at 623 29 ½ Road to R-4 (Residential, 4 units per acre). Staff is recommending the R-5 (Residential, 5 units per acre) zone district. The Street Property Annexation consists of one parcel and is located directly east of the Forrest Run Subdivision in the Fruitvale area.

The public hearing was opened at 10:16 p.m.

Faye Hall, Associate Planner, reviewed this item. She described the location, the site, the surrounding zoning, and the requested zoning. However, Staff is recommending R-5 zoning rather than the R-4 being requested. The applicant was present and would like to speak.

Richard Mason, Rolland Engineering, representing the Streets, 405 Ridges Blvd., said the intent was to split the property into two lots. The split will require a fire line upgrade or a sprinkler system, both very expensive. The owners did not want to actually develop the additional lot until the future. They are not able to meet those financial requirements so they asked to withdraw the request for annexation. There are some personal circumstances adding to the situation.

City Attorney John Shaver said that since the petition has not been accepted, the Council can reject accepting the petition and thus cancel the annexation process.

Councilmember Thomason noted that it will not preclude the Streets from going forward at another time.

Council President Doody asked if they still need to go forward with the public hearing. City Attorney Shaver said they do not, based on the testimony.

Public testimony was not solicited.

a. Accepting Petition

Resolution No. 95-07 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Street Property Annexation, Located at 623 29 ½ Road and a Portion of the 29 ½ Road Right-of-Way is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4100 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Street Property Annexation, Approximately 1.49 Acres, Located at 623 29 ½ Road and a Portion of the 29 ½ Road Right-of-Way

c. Zoning Ordinance

Ordinance No. 4101 – An Ordinance Zoning the Street Property Annexation to R-5 (Residential, 5 Units Per Acre), Located at 623 29 ½ Road

Councilmember Hill moved to adopt Resolution No. 95-07. Councilmember Palmer seconded the motion. Motion failed by roll call vote.

Public Hearing – Younger Annexation and Zoning, Located at 2172 and 2176 H Road [File #GPA-2007-054]

Request to annex and zone the 44.87 acre Younger Annexation, located at 2172 and 2176 H Road, to I-1 (Light Industrial). The Younger Annexation consists of 2 parcels inside the H Road/Northwest Area Plan boundary area that was recently changed on the Future Land Use Map from a Rural 5-35 ac/du to Commercial/Industrial designation.

The public hearing was opened at 10:25 p.m.

David Thornton, Principal Planner, reviewed this item. He described the request and the location and asked that the staff report and attachments be entered into the record. He advised that the applicant was present to answer questions.

There were no public comments.

The public hearing was closed at 10:27 p.m.

a. Accepting Petition

Resolution No. 96-07 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Younger Annexation, Located at 2172 and 2176 H Road Including a Portion of the H Road Right-of-Way is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4102 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Younger Annexation, Approximately 44.87 Acres, Located at 2172 and 2176 H Road Including a Portion of the H Road Right-of-Way

c. Zoning Ordinance

Ordinance No. 4103 – An Ordinance Zoning the Younger Annexation to I-1 (Light Industrial), Located at 2172 and 2176 H Road

Councilmember Palmer moved to adopt Resolution No. 96-07 and adopt Ordinance Nos. 4102 and 4103 and ordered them published. Councilmember Thomason seconded the motion. Motion carried by roll call vote.

Public Hearing – Vacating a Portion of Public Right-of-Way, Located at 2397 and 2399 Mariposa Drive [File #VR-2006-284]

The property owners at 2397 and 2399 Mariposa Drive are requesting that Hilltop Court located between 2397 and 2399 Mariposa Drive on the Redlands be reduced from 50 feet to 20 feet in width with approximately 15 feet of right-of-way being vacated from each side. Within the vacated right-of-way a multi-purpose easement will be reserved as a perpetual easement for City approved public utilities and appurtenances.

The public hearing was opened at 10:28 p.m.

David Thornton, Principal Planner, reviewed this item. He described the request, the location, the original purpose of the dedication, and what has occurred since that dedication. He described the surrounding area including the Painted Bowl public area. The two property owners on either side of the right-of-way are petitioning for the vacation. A multi-purpose easement will be maintained. Both Planning Commission and Staff recommend approval. One of the applicants was present.

Councilmember Palmer asked for confirmation that the stub street will never be constructed. Mr. Thornton confirmed that.

Toby Axelson, son of the owners, who are out of town, explained the request and described the topography and the driveway issue.

There were no public comments.

The public hearing was closed at 10:44 p.m.

Ordinance No. 4104 – An Ordinance Vacating Right-of-Way for Hilltop Court, Located between 2397 and 2399 Mariposa Drive

Councilmember Thomason moved to adopt Ordinance No. 4104 and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Council President Doody called a recess at 10:35 p.m.

Councilmember Coons left the meeting.

The meeting reconvened at 10:45 p.m.

Public Hearing – Adoption of the CDBG 2007 Action Plan, Year 2 of the 2006 Five-year Consolidated Plan

A request to adopt the 2007 CDBG Program Year Action Plan as a part of the City of Grand Junction's 2006 Five-Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program.

The public hearing was opened at 10:45 p.m.

Kathy Portner, Neighborhood Services Manager, reviewed this item. She advised that the Center for Independence that did not get funded has been assisted by the CDBG staff and found some savings in their administration costs.

Ms. Portner then reviewed each one of the recommended programs for funding and gave a brief description of each. The total funding being provided is \$412,043 which will leverage over \$2 million.

There were no public comments.

The public hearing was closed at 10:53 p.m.

Resolution No. 97-07 – A Resolution Adopting the 2007 Program Year Action Plan as a Part of the City of Grand Junction's 2006 Five-Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program

Councilmember Hill moved to adopt Resolution No. 97-07. Councilmember Todd seconded the motion. Motion carried by roll call vote.

Purchase of Street Lights for 7th Street and Rood Avenue Parking Structure

Xcel Energy has approved the use of City/DDA selected pedestrian and street lights for 7th Street and the Rood Avenue Parking Structure. Xcel has requested that the City purchase the lights since they are not Xcel standard fixtures.

Tim Moore, Public Works and Planning Director, reviewed this item. He advised the lights are for 7th Street and for the Rood Avenue Parking Structure.

Councilmember Palmer asked about the temporary reference. Mr. Moore said the temporary lights will be used at another location once the aforementioned projects are complete.

Councilmember Palmer moved to authorize the City Manager to execute a contract for the purchase of the union metal's lighting fixtures for 7th Street and the Rood Avenue Parking Structure from Illumination Systems in the amount of \$307,568. Councilmember Beckstein seconded the motion. Motion carried.

Contract to Purchase Property at 524 Pitkin Avenue

Negotiations by City staff with the owners of 524 Pitkin Avenue, also known as Claire's Auto, have been completed and a purchase contract has been signed by both parties.

John Shaver, City Attorney, reviewed this item. He stated the resolution will be corrected to identify the correct address as 524 Pitkin. He had a variety of photos of the property and advised there may be some environmental clean-up needed. The contract price is \$590,000.

Mr. Shaver noted there may be an opportunity to use this property as a future Safety Services building and it may be leased until that time. Acting City Manager Laurie Kadrach said an evaluator will determine if this is the best site for a Safety Services facility. If it is not determined to be the best site, it can be resold to the private sector.

Councilmember Palmer asked how the current Police Department property would be used. Acting City Manager Kadrach said the discussions include looking at that land twenty years out for future City use. Mr. Shaver noted that the City is currently negotiating a lease for storage of two large vehicles so it could be used for those purposes at some point.

Resolution No. 98-07 – A Resolution Ratifying the Purchase Contract for the Property Located at 524 Pitkin Avenue, Grand Junction, Colorado

Councilmember Palmer moved to adopt Resolution No. 98-07. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

Council President Doody reminded the audience about the upcoming 125th Anniversary Celebration.

Adjournment

The meeting adjourned at 11:06 p.m.

Stephanie Tuin, MMC
City Clerk

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

July 10, 2007

The City Council of the City of Grand Junction, Colorado met in Special Session on Tuesday, July 10, 2007 at 5:30 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Gregg Palmer, Doug Thomason, Linda Romer Todd, and President of the Council Jim Doody. There were no staff members present. Council President Doody called the meeting to order.

Councilmember Beckstein moved to go into executive session for discussion of appointment of a City Manager and review of City Council employees specifically the Acting City Manager and will not be returning to open session. Councilmember Palmer seconded the motion. The motion carried.

The City Council convened into executive session at 5:40 p.m.

Stephanie Tuin, MMC
City Clerk

Attach 2
Increase Application Fees for Liquor Licensing
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Increase Application Fees for Liquor Licensing					
Meeting Date	July 18, 2007					
Date Prepared	June 29, 2007				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: The Colorado Legislature authorized an increase in the application fees allowed to be charged by local jurisdictions in this last legislative session. The local application fees have not been increased since 1997 however the cost of processing and administering liquor licenses has increased significantly. The law enacted allows for a stepped increase through 2010. The new law also established an application fee for the processing of Special Events Permits.

Budget: This will increase the revenues received for processing liquor licenses, a general fund revenue source.

Action Requested/Recommendation: Adopt the Resolution amending Resolution No. 51-97, thereby increasing the application fees for new, transfer and renewal applications and establishing an application fee for Special Events Permits.

Attachment: Proposed Resolution

Background Information: Average costs for processing new and transfer liquor license applications in the City of Grand Junction are \$880. Processing renewal applications cost the City about \$150 per application. The application fees have been the same for a number of years even though the State has adjusted their fees a number of times.

Special Event Permits require a limited amount of processing and a hearing but there has never been an application fee associated with the permit fees which are \$10 per day or \$25 per day depending on the type of alcohol being served. The new fee will offset some of the costs.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 51-97 TO AMEND LIQUOR LICENSE APPLICATION FEES AND ESTABLISH AN APPLICATION FEE FOR SPECIAL EVENTS PERMITS IN THE CITY OF GRAND JUNCTION, COLORADO

Recitals.

Resolution No. 51-97 was adopted by City Council on the 17th day of September 1997 that established fees to be charged under the Colorado Liquor Code. Such fees include application fees and permit fees. License fees are set by State Statute.

SB-07-149 was signed into law by Governor Bill Ritter on April 20, 2007 which allows for local licensing authorities to increase their application fees for liquor licenses and establish an application fee for Special Event Permits. The Act becomes effective August 3, 2007.

In accordance with the City of Grand Junction's Code of Ordinances, fees are set by resolution of the City Council.

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

1. The application fees shall offset the costs incurred by the City for reviewing and processing the applications, including the costs of publication, hearing, administration, inspection and enforcement of licensed liquor establishments.
2. The fee schedule attached as Exhibit A is hereby adopted by the Grand Junction City Council.
3. This fee schedule shall go into effect of August 3, 2007. Any applications received on or after that date will be subject to the new fees.
4. Any fees set by prior resolution in conflict with those adopted herein are hereby repealed and all other fees not in conflict or specifically modified herein shall remain in full force and effect.

PASSED AND ADOPTED this _____ day of _____ 2007.

President of the Council

ATTEST:

City Clerk

EXHIBIT A

City of Grand Junction Liquor and Beer Fees

<u>Type</u>	<u>City Fee</u>
Annual Renewal Application Fee	\$ 75.00
New License App. Fee	\$625.00
Transfer of Ownership App. Fee	\$625.00
New Mgr. Registration	\$ 75.00
Change in Corp Structure	\$100.00 (each individual history)
If Master File exists	\$ -0-
Non-profits exempt	
Transfer of Location	\$625.00
Change in Trade Name	\$ -0-
Change in Corp. Name	\$ 25.00
Special Events Permit	
Application Fee	\$100.00
Liquor	\$ 25.00 a day
3.2% Beer	\$ 10.00 a day
Modification of Premises	\$100.00
Late Renewal Fee	\$500.00
Duplicate License Fee	\$ 5.00

Attach 3
Grand Junction Regional Communication Center Remodel
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Grand Junction Regional Communication Center Remodel						
Meeting Date	July 18, 2007						
Date Prepared	July 3, 2007						
Author	Scott Hockins		Senior Buyer				
Presenter Name	Troy Smith Jay Valentine		Deputy Police Chief Purchasing Manager				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: This approval request is for the award of a construction contract, for the remodel of the Grand Junction Regional Communication Center (GJRCC).

Budget: A budget amount of \$147,800 has been allocated in the E-911 budget.

Action Requested/Recommendation: Authorize the City Purchasing Division to enter into a contract, in the amount of \$126,901 with PNCI Construction, Inc. for the completion of the remodel.

Attachments: N/A

Background Information: The project consists of a remodel to the Grand Junction Regional Communications Center and the construction of a walkway from the temporary trailer to the Police Building. The project will alter the current office space to accommodate three new emergency communication stations, modifying existing walls, electrical and HVAC. The solicitation was advertised in The Daily Sentinel, and sent to a source list of contractors including the Western Colorado Contractors Association (WCCA). The one company submitted a formal bid in the following amount:

- \$126,901

Attach 4
Road Oil for Chip Seal Program
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Purchase of Road Oil for Chip Seal Program						
Meeting Date	July 18, 2007						
Date Prepared	July 6, 2007						
Author	Scott Hockins		Senior Buyer				
Presenter Name	Greg Trainor Jay Valentine		Utilities & Streets Director Purchasing Manager				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Purchase of approximately 95,745 gallons of road oil for the annual Streets Division chip seal program.

Budget: \$180,000 has been budgeted for this expenditure in the Asphalt Preventative Maintenance Account.

Action Requested/Recommendation: Authorize the City Purchasing Division to purchase 95,745 gallons of road oil from Cobitco Inc., Denver, Colorado in the amount of \$180,000.

Attachments: N/A

Background Information: The solicitation was advertised in the Daily Sentinel, posted on a governmental solicitation website, sent to a source list of potential bidders. Two companies responded with formal responses.

- Cobitco Inc., Denver, \$1.88/gallon
- Sem Materials, Grand Junction \$1.74/gallon

After review by the Streets Division, the Cobitco product was deemed superior due to product durability. The City of Grand Junction bid specified a CRS-2R Cationic Rapid Setting Emulsified Asphalt Polymer, the Sem Material bid a CRS-2P product with an inferior and less expensive polymer. The result of the less expensive polymer includes stripping of the chips which leads to a decrease in the life of the overlay. While the Cobitco product is a higher initial price, it has a longer life and superior tenacity.

Attach 5
Purchase of a 3,500 Gallon Street Flusher Unit
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Purchase of a 3,500 Gallon Street Flusher Unit					
Meeting Date	July 18, 2007					
Date Prepared	July 3, 2007				File #	
Author	Shirley Nilsen			Senior Buyer		
Presenter Name	Greg Trainor Jay Valentine			Utilities and Streets Director Purchasing Manager		
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X		Formal Agenda	X	Consent
						Individual Consideration

Summary: This purchase is for a new 2008 Peterbilt 340 Cab and Chassis with an Anderson Tank Flusher Unit for the Streets Division. The vehicle is currently scheduled for replacement in 2007 as identified by the annual review of the fleet replacement committee.

Budget: The Equipment Replacement Fund has an approved budgeted \$111,563.00 for the replacement of a 1996 Freightliner FL-80 with 3,000 gallon Rosco Street Flusher unit in 2007. Proceeds from trading in the used Street Flusher are \$45,000.00. The purchase price for the replacement truck is \$149,500.00 less \$45,000.00 trade for a net cost of \$104,500.00.

Action Requested/Recommendation: Authorize the City Purchasing Division to purchase a new 2008 Peterbilt 340 Cab and Chassis with an Anderson KSF 35055 3,500 gallon flusher body, Grand Junction Peterbilt, for the amount of \$104,500.00.

Background Information: The solicitation was advertised in the Daily Sentinel, and invitations were sent to 81 potential bidders. Four responsive and responsible bids were received as shown below. The Purchasing Manager agrees with this recommendation.

Company	Location	Price	Less Trade In	Total
Grand Junction Peterbilt, Inc.	Grand Junction, CO	\$149,500.00	\$45,000.00	\$104,500.00
Farris Machinery Company	Grand Junction, CO	\$130,881.00	\$18,000.00	\$112,881.00
Transwest Trucks	Commerce City, CO	\$163,526.00	\$25,100.00	\$138,426.00
Hanson Equipment	Grand Junction, CO	\$151,500.00	\$12,000.00	\$139,500.00

Attach 6
Purchase of a Truck Chassis Mounted Street Sweeper
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Purchase of a Truck Chassis Mounted Street Sweeper							
Meeting Date		July 18, 2007							
Date Prepared		July 3, 2007				File #			
Author		Shirley Nilsen			Senior Buyer				
Presenter Name		Greg Trainor Jay Valentine			Utilities and Street Director Purchasing Manager				
Report results back to Council		X	No		Yes	When			
Citizen Presentation			Yes	X	No	Name			
	Workshop	X		Formal Agenda			Consent	X	Individual Consideration

Summary: This purchase is for one new 2008 Eagle F Broom Street Sweeper with Sterling SC8000 chassis for the Public Works Street Cleaning Division. The 2002 Elgin Street Sweeper is currently scheduled for replacement in 2007 as identified by the annual review of the fleet replacement committee.

Budget: The Equipment Replacement Fund originally had an approved budgeted amount of \$99,500.00 for replacement of this vehicle in 2007. The proceeds from trading in the used Street Sweeper is \$20,000.00 and an additional \$72,838.00 will come from 2007 capital budget savings in the Equipment Replacement Fund. The purchase price for the replacement truck is \$192,338.00 less \$20,000.00 trade for a net cost of \$172,338.00

Action Requested/Recommendation: Authorize the City Purchasing Division to purchase an Eagle F Broom Street Sweeper with Dual Side Brooms and Belt Conveyor and Sterling SC8000 Chassis from Faris Machinery Company, for the amount of \$172,338.00.

Background Information: The belt conveyor debris pickup system is exclusively developed and manufactured by Elgin Sweeper Company, and are sold only through an authorized dealer. Faris Machinery is the authorized Elgin dealer in Colorado.

The Eagle F Street Sweeper meets the specialized needs of the Street Department per the following:

- Continuing growth for the City Street System (annex/developments) is demanding more time or faster travel speeds going to and from sweeping locations.

- The City's present 3-wheeled "Pelican" units are very good sweepers but are becoming much too slow (top road speed – 18 mph) to travel across the city to reach job sites.
- The new Elgin "Eagle" sweeper is a truck chassis mounted version of the proven "Pelican" sweeper with many parts being interchangeable and standardized.
- The Fleet Maintenance Supervisor supports this request based on the excellent performance of Elgin "Pelican" sweepers the City has had for many years, and the current need for faster transit speeds.
- The City's present "Tymco" truck chassis mounted air sweeper has proven the value in time savings with more sweep time. A sweeper with a truck chassis provides the ability to travel at normal street speeds when moving to and from job sites.
- The "conveyor belt" type system conveys dirt from the street surface into a holding hopper. This system eliminates large chain drive mechanisms that require daily cleaning and lubrication allowing the operator more sweeping time. The system incorporates sealed self aligning bearings that will reduce maintenance costs.
- Recent field demonstrations in Grand Junction have shown conveyor systems to be far quicker and more efficient than paddle or squeegee type conveying systems.
- The City's past experience with Schwartz squeegee system sweepers verifies that the conveyor system will have less down time, is easier to maintain and will sweep better in many applications

The Public Works and Utilities Director and Purchasing Manager agree with this recommendation.

Attach 7

**Indoor Water Slide at Orchard Mesa Swimming Pool
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Indoor Water Slide at Orchard Mesa Swimming Pool						
Meeting Date	July 18, 2007						
Date Prepared	July 6, 2007					File #	
Author	Scott Hockins			Senior Buyer			
Presenter Name	Joe Stevens Jay Valentine			Parks & Recreation Director Purchasing/Fleet Manager			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X		Formal Agenda	X	Consent	Individual Consideration

Summary: Contract with Westwind Leisure Group Ltd., for the design and installation of the indoor waterslide for the Orchard Mesa Community Center Pool.

Budget: The annual budget for 2007 has \$150,000 allocated for the design and installation of the waterslide.

Action Requested/Recommendation: Authorize the Purchasing Division to enter into a contract with Westwind Leisure Ltd., for the design and construction of the waterslide at Orchard Mesa Community Center Pool, in the amount of \$94,950.00 per the proposal submitted by Westwind Leisure Group Ltd. As a part of the existing Inter-Governmental Agreement with Mesa County for the operation and maintenance of the pool, the county will be reimbursing the City for 50% (\$47,475) of the cost of these improvements.

Attachments: N/A

Background Information: The City of Grand Junction Parks and Recreation Department is planning to have an indoor water slide installed into the Orchard Mesa Community Center Pool. The pool is an existing indoor facility on the grounds of Orchard Mesa Middle School. The general scope of services requires a contract with a firm possessing extensive background and experience in the design and construction of public aquatic facilities, particularly large indoor water slides being installed into existing facilities. This contract will be all inclusive of work and improvements necessary for the installation and completion of an operational slide.

The Request for Proposal was advertised in the Daily Sentinel, posted on a governmental solicitation website, and sent to firms on the current source list for aquatic services. There were three responsive proposals received and evaluated. The Parks and Recreation Department selected Westwind Leisure Ltd., as the most qualified to perform the scope of services based upon creativity, understanding of the project and objectives, necessary resources, required skills, and demonstrated capability.

Attach 8
Setting a Hearing on the HDP Investment Group Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	HDP Investment Group Annexation – Located at 841 21 ½ Road						
Meeting Date	July 18, 2007						
Date Prepared	July 6, 2007				File #ANX-2007-176		
Author	Adam Olsen		Senior Planner				
Presenter Name	Adam Olsen		Senior Planner				
Report results back to Council		Yes	X	No	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Request to annex 15.84 acres, located at 841 21 ½ Road, just west of Bond Street. This area is within the recently adopted H Road/Northwest Area Plan. The HDP Investment Group Annexation consists of three parcels.

Budget: N/A

Action Requested/Recommendation: Adopt a Resolution referring the petition for the HDP Investment Group Annexation and introduce the proposed Ordinance and set a hearing for September 5, 2007.

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/Existing City and County Zoning Map
4. Resolution Referring Petition
5. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
Location:		841 21 ½ Road	
Applicants:		HDP Investment Group LLC-Owner Vortex Engineering-Representative	
Existing Land Use:		Vacant	
Proposed Land Use:		Industrial	
Surrounding Land Use:	North	Agriculture	
	South	Residential/Agriculture	
	East	Vacant/Industrial	
	West	Residential/Agriculture	
Existing Zoning:		RSF-R (County)	
Proposed Zoning:		I-1	
Surrounding Zoning:	North	AFT (County)	
	South	AFT (County)	
	East	I-1	
	West	AFT (County)	
Growth Plan Designation:		CI (Commercial Industrial)	
Zoning within density range?		x	Yes
			No

Staff Analysis:

ANNEXATION:

This annexation area consists of 15.84 acres of land and is comprised of three 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 HDP Investment Group 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.

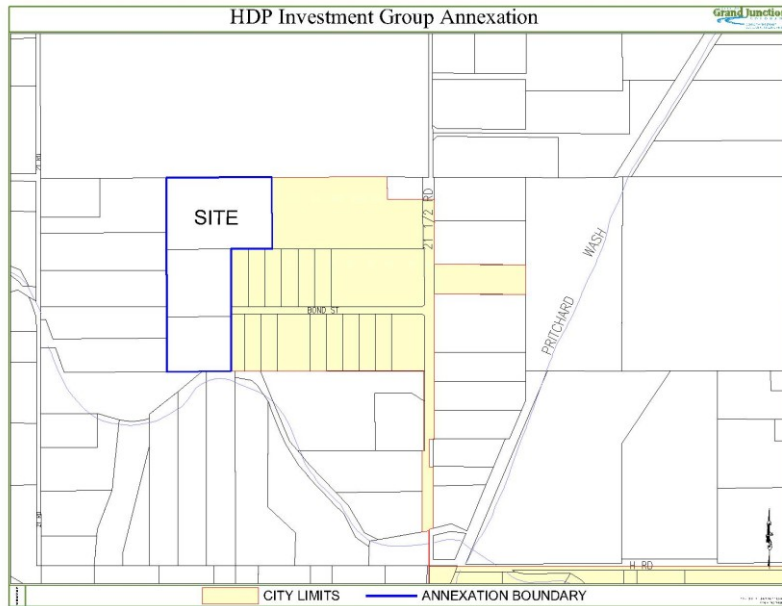
<i><u>ANNEXATION SCHEDULE</u></i>	
July 18, 2007	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
July 24, 2007	Planning Commission considers Zone of Annexation
August 15, 2007	Introduction of a proposed Ordinance on Zoning by City Council
September 5, 2007	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
October 7, 2007	Effective date of Annexation and Zoning

HDP INVESTMENT GROUP ANNEXATION SUMMARY

File Number:	ANX-2007-176	
Location:	841 21 ½ Road	
Tax ID Number:	2697-253-00-114 2697-253-00-113 2697-253-00-104	
Parcels:	3	
Estimated Population:	0	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	0	
Acres land annexed:	15.84	
Developable Acres Remaining:	15.84	
Right-of-way in Annexation:	None	
Previous County Zoning:	RSF-R	
Proposed City Zoning:	I-1	
Current Land Use:	Vacant	
Future Land Use:	CI (Commercial Industrial)	
Values:	Assessed:	\$149,960
	Actual:	\$517,140
Address Ranges:	2122-2124 Bond Street	
Special Districts:	Water:	Ute Water
	Sewer:	201
	Fire:	Lower Valley Fire District
	Irrigation/ Drainage:	Grand Junction Drainage
	School:	District 51
	Pest:	N/A

Site Location Map

Figure 1



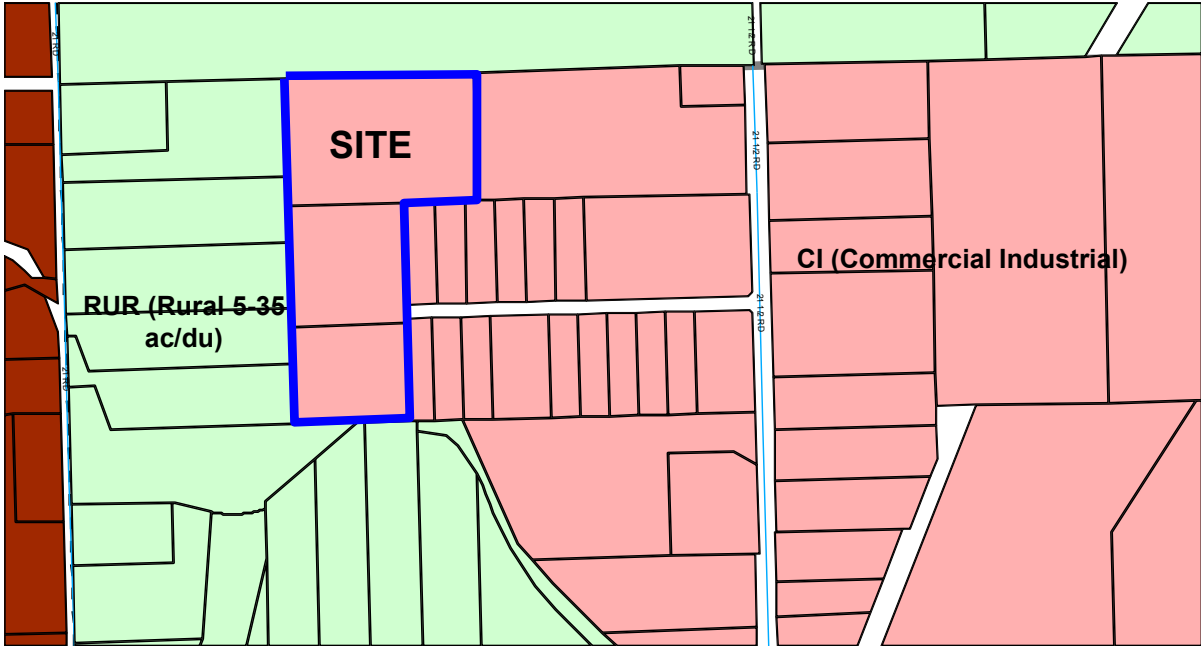
Aerial Photo Map

Figure 2



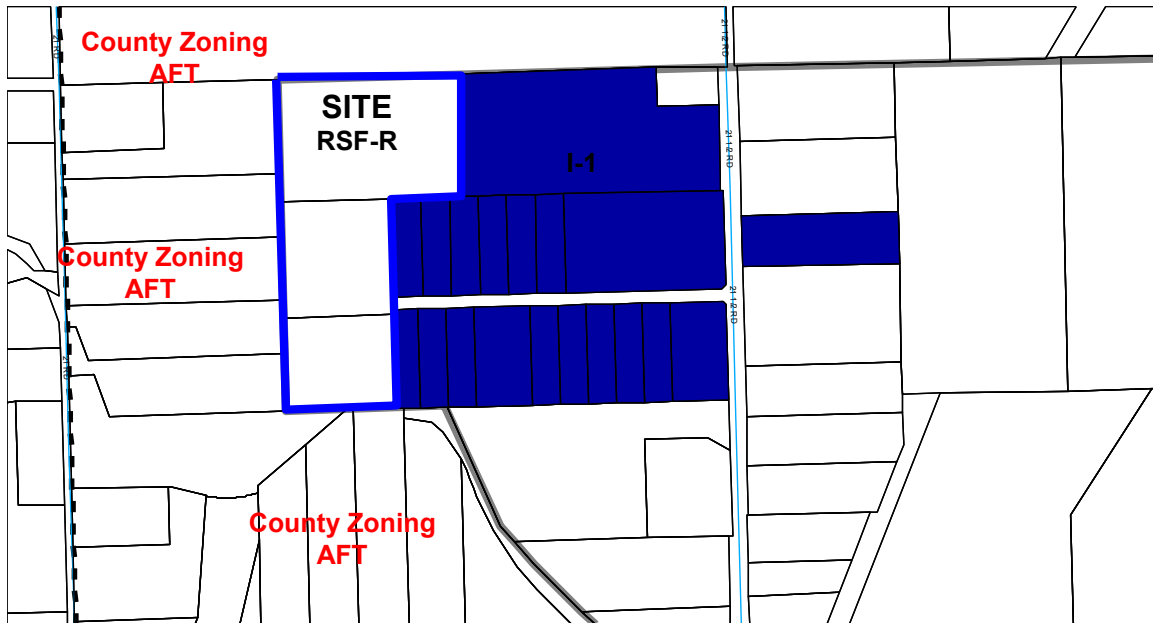
Future Land Use Map

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 18th of July, 2007, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

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**

HDP INVESTMENT GROUP ANNEXATION

LOCATED AT 841 21 1/2 ROAD.

WHEREAS, on the 18th day of July, 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:

HDP INVESTMENT GROUP ANNEXATION

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:

Commencing at the Northeast corner of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section 25 and assuming the North line of said NE 1/4 SW 1/4 bears N89°52'43"W with all other bearings contained herein being relative thereto; thence N89°52'43"W along said North line a distance of 1068.32 feet to the Northeast corner of that certain parcel of land as described in Book 4164, Page 365, Public Records, Mesa County, Colorado and the POINT OF BEGINNING; thence from said point of beginning S00°09'30"W along the East line of said parcel a distance of 489.42 feet; thence N89°54'25"W along the South line of said parcel a distance of 279.73 feet to the Northwest corner of Lot 7 of Jobsite Subdivision, as same is recorded in Book 4316, Pages 120-121, Public Records, Mesa County, Colorado; thence S00°09'30"W along the West line of said Jobsite Subdivision, a distance of 831.80 feet to the Southwest corner of Tract A of said Jobsite Subdivision; thence N89°51'42"W along the South line of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of said Section 25, a distance of 418.72 feet to the Southwest corner of said parcel; thence N00°09'31"E along the East line of said parcel a distance of 1321.23 feet to a point on the North line of said NW 1/4 SW 1/4; thence S89°52'43"E along said North line a distance of 698.44 feet, more or less, to the Point of Beginning.

Said parcel contains 15.84 acres (690,168 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 5th day of September, 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 Public Works and Planning 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>
July 20, 2007
July 27, 2007
August 3, 2007
August 10, 2007

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

HDP INVESTMENT GROUP ANNEXATION

APPROXIMATELY 15.84 ACRES

LOCATED AT 841 21 1/2 ROAD

WHEREAS, on the 18th day of July, 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 5th day of September, 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:

HDP INVESTMENT GROUP ANNEXATION

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:

Commencing at the Northeast corner of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section 25 and assuming the North line of said NE 1/4 SW 1/4 bears N89°52'43"W with all other bearings contained herein being relative thereto; thence N89°52'43"W along said North line a distance of 1068.32 feet to the Northeast corner of that certain parcel of land as described in Book 4164, Page 365, Public Records, Mesa County, Colorado and the POINT OF BEGINNING; thence from said point of beginning S00°09'30"W along the East line of said parcel a distance of 489.42 feet; thence N89°54'25"W along the South line of said parcel a distance of

279.73 feet to the Northwest corner of Lot 7 of Jobsite Subdivision, as same is recorded in Book 4316, Pages 120-121, Public Records, Mesa County, Colorado; thence S00°09'30"W along the West line of said Jobsite Subdivision, a distance of 831.80 feet to the Southwest corner of Tract A of said Jobsite Subdivision; thence N89°51'42"W along the South line of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of said Section 25, a distance of 418.72 feet to the Southwest corner of said parcel; thence N00°09'31"E along the East line of said parcel a distance of 1321.23 feet to a point on the North line of said NW 1/4 SW 1/4; thence S89°52'43"E along said North line a distance of 698.44 feet, more or less, to the Point of Beginning.

Said parcel contains 15.84 acres (690,168 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 Rezoning the Amorelli Property, Located at 2719 H Road**

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Amorelli Rezone - Located at 2719 H Road						
Meeting Date	July 18, 2007						
Date Prepared	July 2, 2007				File #RZ-2007-112		
Author	Ronnie Edwards			Associate Planner			
Presenter Name	Ronnie Edwards			Associate Planner			
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Request to rezone 2719 H Road, comprised of 5.346 acres, from R-1 (Residential – 1 du/ac) to R-2 (Residential – 2 du/ac). The parcel is located on the south side of H Road and east of 27 1/4 Road adjacent to the Grand Valley Mainline Canal.

Budget: N/A

Action Requested/Recommendation: Set a public hearing on the rezone ordinance for August 15, 2007.

Attachments:

1. Airport West Enclave Annexation Proposed Zoning Map
2. Final Adopted Annexation Map
3. Site Location Map/Aerial Photo Map
4. Future Land Use Map/Existing City and County Zoning Map
5. North Central Valley Plan
6. Excerpt of minutes from March 7, 2007 Joint City Council/Planning Commission meeting
7. Neighborhood opposition letters and petition
8. Neighborhood letters of support
9. Excerpt of minutes from June 26, 2007 Planning Commission Meeting (to be provided by the 7/16 Workshop)
10. Zoning Ordinance

BACKGROUND INFORMATION			
Location:		2719 H Road	
Applicants:		Joseph Amorelli	
Existing Land Use:		Residential	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Residential	
	South	Residential/Grand Valley Mainline Canal	
	East	Residential	
	West	Residential	
Existing Zoning:		R-1	
Proposed Zoning:		R-2	
Surrounding Zoning:	North	R-1	
	South	R-2	
	East	R-1/I-O	
	West	R-1/PD (4.2 du/ac)	
Growth Plan Designation:		Residential Low (1/2 – 2 ac/du)	
Zoning within density range?		X	Yes
			No

Staff Analysis:

1. **BACKGROUND:**

The subject property was annexed in 1996 with the Airport West Enclave Annexation. The property was zoned RSF-R with the annexation as area residents at that time requested that the enclave area be zoned the same as, or the most equivalent, to existing Mesa County zoning. The original proposed zoning map noted RSF-2 north of the canal and south of H Road as it was the most equivalent to the County zoning of R1B in regards to bulk standards (see attached map). After public input, the area north of the canal and south of H Road was changed to RSF-R, even though it created nonconforming lots. The proposed zoning of RSF-R did not meet the Growth Plan's Future Land Use Map recommended densities. The area south of the canal remained RSF-2, as the area consisted of a subdivision originally zoned PR-2. The Growth Plan designation for this property and parcels to the north, south and east are Residential Low (1/2-2 ac/du), making several parcels nonconforming. Parcels on the west side of 27 Road have designations of Residential Medium Low (2-4 du/ac) and Residential Medium (4-8 du/ac). With the adoption of the new Zoning and Development Code and

Zoning Map in 2000, the RSF-R became RSF-1 on the new map, as it was conforming to the Future Land Use Map. I have provided a copy of the minutes from the March 7, 2000 joint City Council and Planning Commission meeting for the adoption of the new zoning map and the RSF-R area was to become RSF-2 per the recommendations on page 3 to make it conforming to the Future Land Use Map. Since the Zoning Map was adopted by ordinance during this meeting, it is staff's opinion that the criterion of the existing zoning is in error has been met. The minutes are not specifically clear as to the exact area that was to be RSF-2 and did it include the area north of the canal, which is where the applicant's parcel is located.

The subdivisions west of this property were developed in the early 1990's prior to the adoption of the Growth Plan as planned residential development with densities of 2 to 4 dwellings per acre. The properties to the east of 27 1/4 Road were zoned for commercial and industrial uses and future development is being proposed at this time as Bookcliff Tech Park. With the new zoning designations now adopted, the parcels to the north and east are R-1, and R-2 to the south and west. The properties in the area have developed residentially, consistent with the Growth Plan and Future Land Use Map. The requested zoning of R-2 could be seen as a transitional zone between the various densities and would allow some "infill development" within the urban area.

At the present time, the parcels north of the canal are on individual septic systems. The applicant would be required to extend sewer service upon any development of the parcel and would most likely be provided from the sewer lines being installed with the Bookcliff Tech Park Subdivision development. Bret Guillory, City Utility Engineer, has been contacted by the applicant regarding possible extension for future development of the area. Staff is recommending approval of the rezone request and upon development of the property the applicant will be responsible for sewer line extension.

The subject property is also included in the urban growth boundary of the North Central Valley Plan that was adopted June 3, 1998. The land use/growth management goals of the plan were to implement the land use patterns of the Future Land Use Map and to encourage future growth to locate in and around existing urban and rural communities, which would minimize scattered development throughout the county. The plan states that "infill development" is encouraged with residential density classifications within the urban growth boundary that is consistent with the Growth Plan. The proposed R-2 zoning is in conformance with both the Future Land Use Plan and the North Central Valley Plan and is consistent with the goals and policies of the Growth Plan

2. Consistency with the Growth Plan:

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

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

The R-2 zone district is consistent with the goals and policies of the Growth Plan and is providing a development transition between residential neighborhoods.

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

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

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

The existing zone district of R-1 is what is shown on our existing zoning map, but as I have previously stated, the adopted minutes in 2000 state that this area was to be RSF-2, bringing the area into conformance with the Future Land Use Map recommended densities.

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.;

Property in the area has developed as residential consistent with the Growth Plan, with zone districts ranging from two to four dwelling units per acre. This rezone request provides a transition between the various densities. There is growth and development proposed in the near future in this area and includes extension and installation of public facilities.

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;

The proposed rezone will allow residential development, which is compatible with existing and surrounding land uses and would allow "infill development" within the urban area.

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;

Public facilities and services will be made available concurrent with development. The applicant will be required to extend sewer service from a newly installed sewer main in 27 1/4 and H Road prior to development of his property.

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

The Future Land Use designation of Residential Low (1/2 – 2 ac/du) would allow for a range of densities, as R-E, R-1 and R-2. The R-2 zone district provides a transition

between various densities in the area. The R-2 zoning is the highest range of density supported by the Future Land Use Map.

6. The community will benefit from the proposed zone.

The proposed rezone would allow for residential development, resulting in sewer extension to the neighborhood.

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. R-E, (Residential Estate, 1 du/2 ac)
- b. R-1, (Residential, 1 du/1 ac)

If the Planning Commission chooses to recommend one of the alternative zone designations, specific alternative findings must be made as to why the Planning Commission is recommending an alternative zone designation the City Council.

FINDINGS OF FACT/CONCLUSIONS:

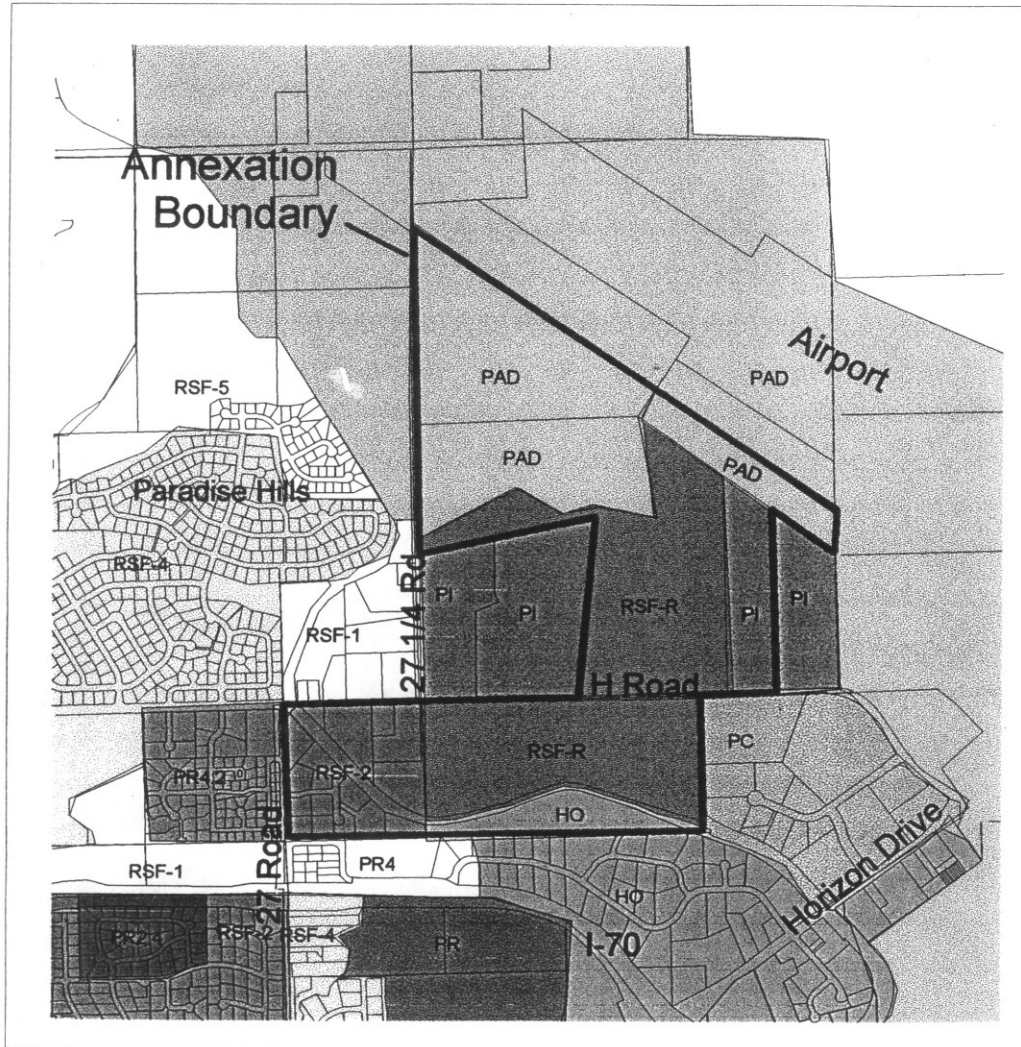
After reviewing the Amorelli Rezone application, #RZ-2007-112, staff recommends that the Planning Commission make the following findings of fact and conclusions:

1. The requested zone is consistent with the goals and policies of the Growth Plan.
2. The requested zone is consistent with the goals and policies of the North Central Valley Plan.
3. The review criteria in Section 2.6.A of the Zoning and Development Code have been met.

PLANNING COMMISSION RECOMMENDATION:

At their June 26, 2007 hearing, the Planning Commission forwarded a recommendation of approval of the rezone request.

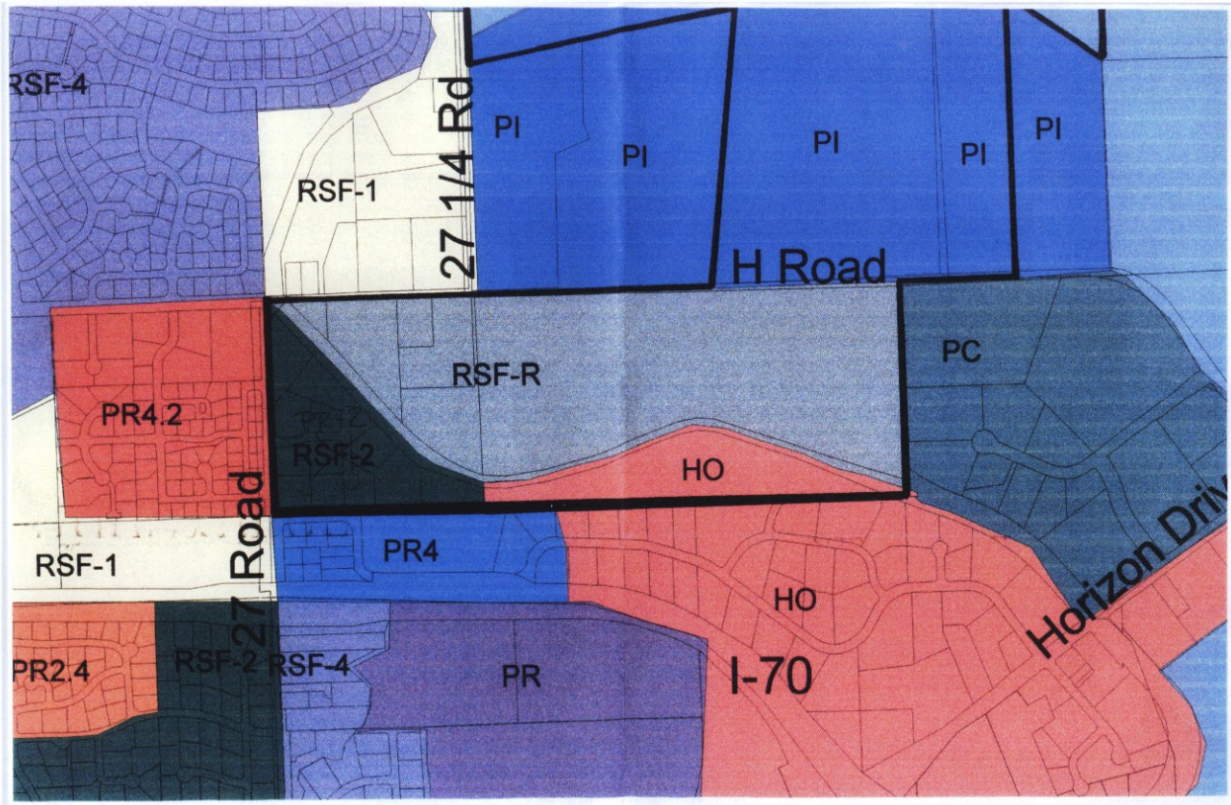
Airport West Enclave Annexation Proposed Zoning



Drawn By: MP
11/20/96

This map was drawn by the City of Grand Junction using public records.
The City does not guarantee the accuracy of this map.

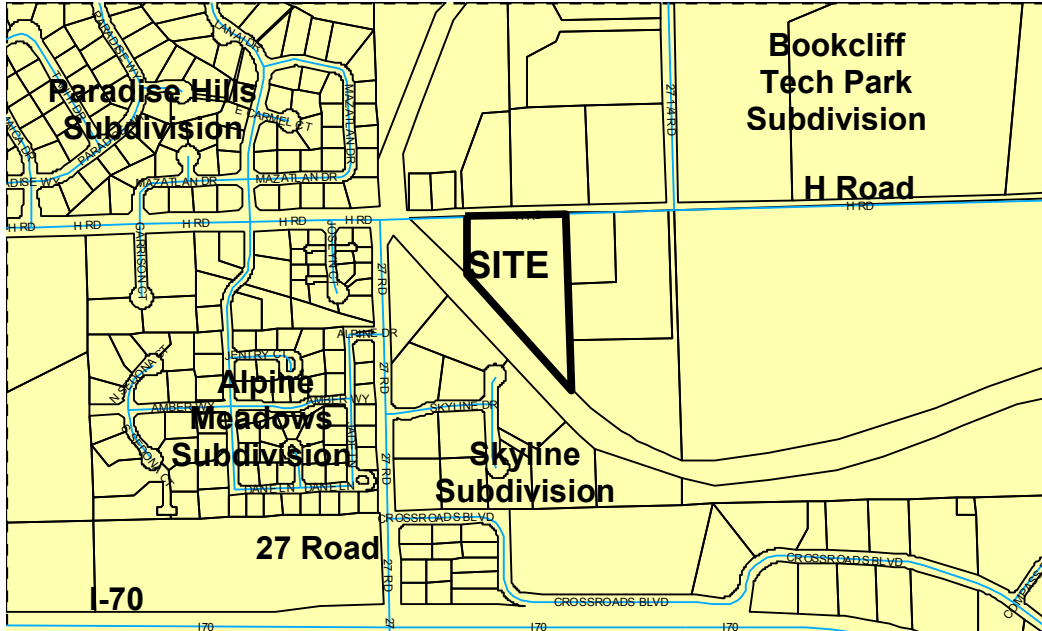




Adopted Annexation Map

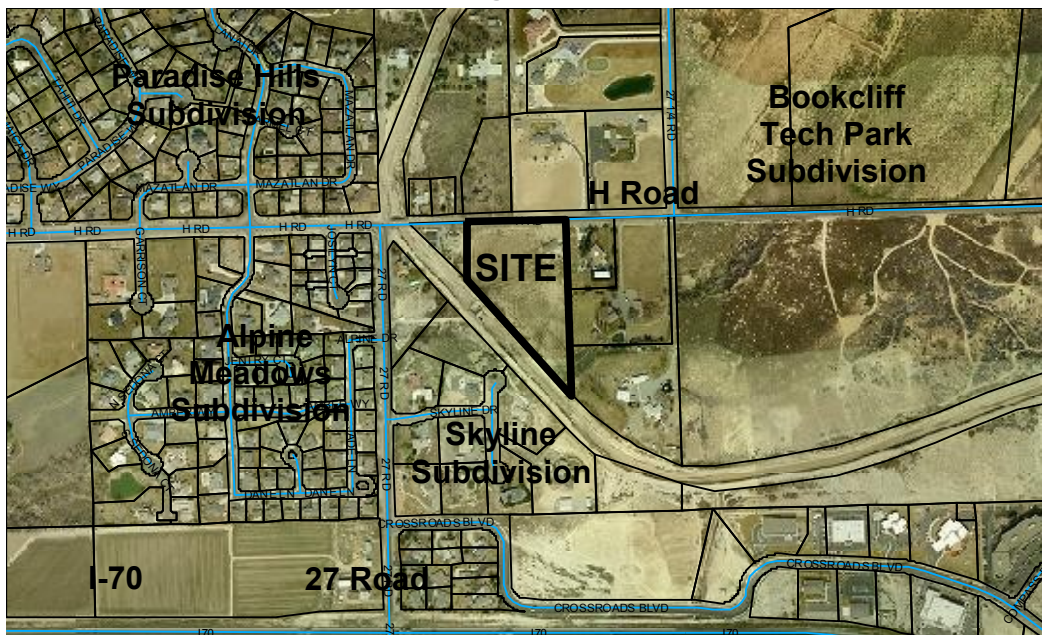
Site Location Map

Figure 1



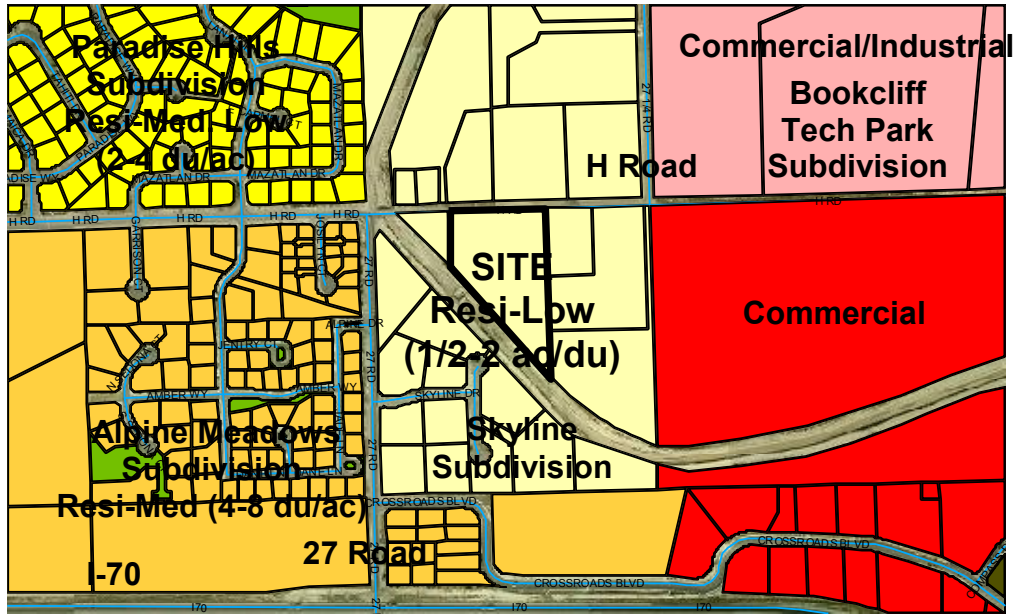
Aerial Photo Map

Figure 2



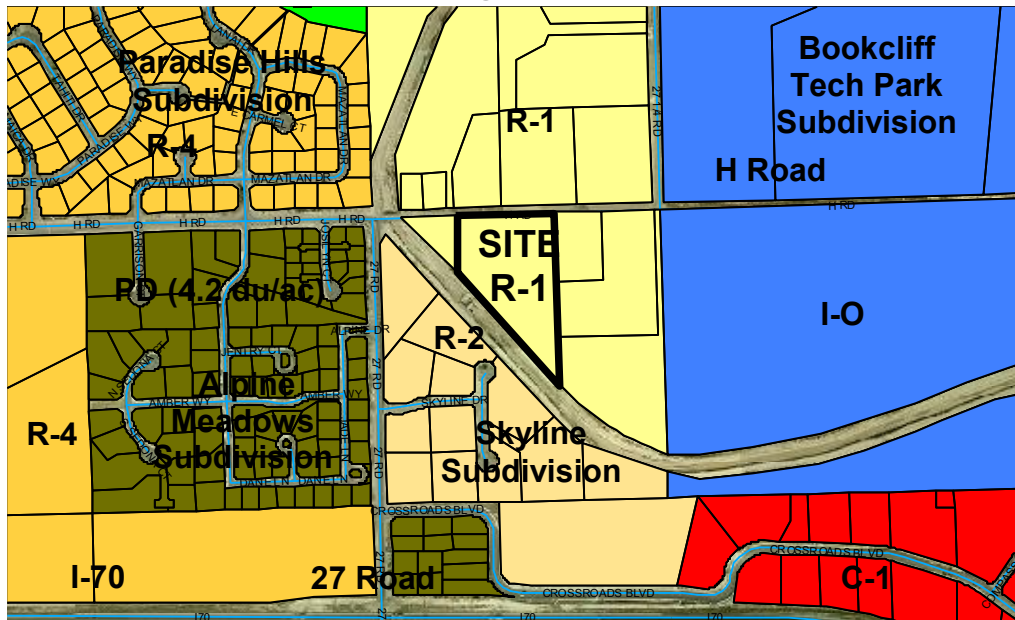
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4

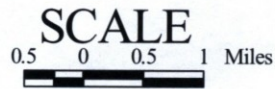
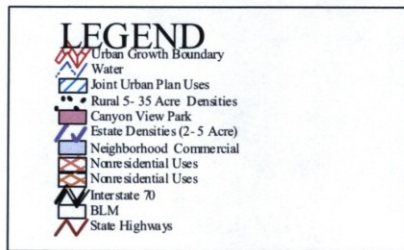
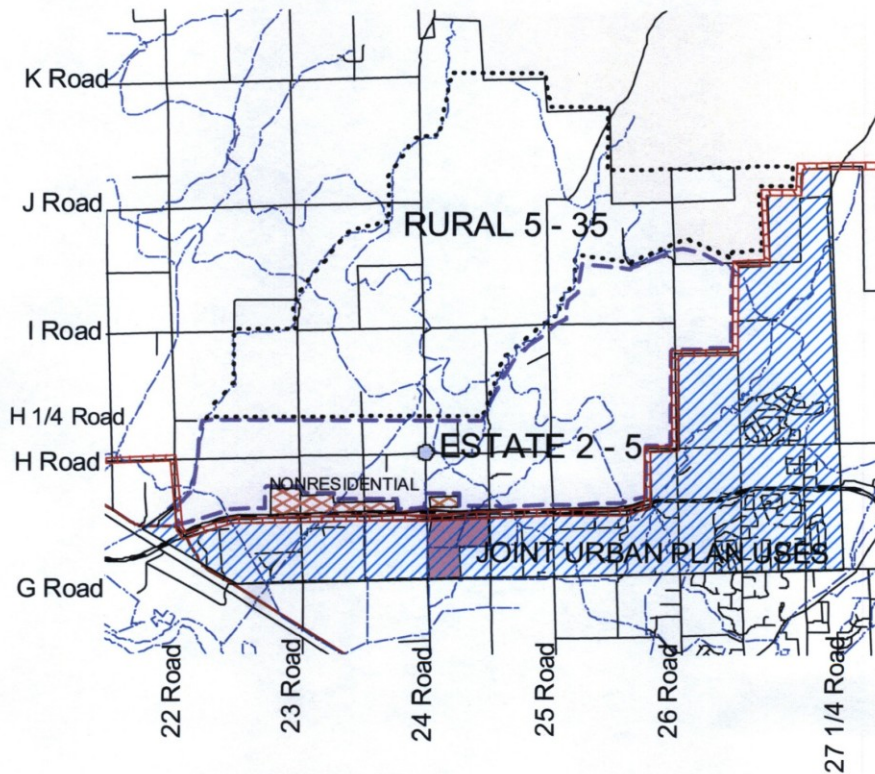


NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

NORTH CENTRAL VALLEY

Planning Commission

Recommended Future Land Use Plan



12/10/97

**JOINT HEARING OF THE
GRAND JUNCTION CITY COUNCIL
GRAND JUNCTION PLANNING COMMISSION
PROPOSED ZONING & DEVELOPMENT CODE
MARCH 7, 2000 MINUTES**

The specially scheduled joint hearing of the Grand Junction City Council and Grand Junction Planning Commission convened at 7:04 p.m. on March 7, 2000 and was held at Two Rivers Convention Center.

Representing the Grand Junction City Council were: Gene Kinsey (Mayor/Council President) and Councilmembers Reford Theobald, Jack Scott, Earl Payne, Cindy Enos-Martinez and Janet Terry. Representing the Grand Junction Planning Commission were: John Elmer (Chairman) and Commissioners Joe Grout, Terri Binder, Dr. Paul Dibble, James Nall, Nick Prinster and Jerry Ainsworth. (Note: Commissioner Ainsworth arrived after the vote to remove the salvage yard section from consideration.) Asst. City Manager/Acting Community Development Director Dave Varley, City Attorney Dan Wilson, Asst. City Attorney John Shaver, and City Planning Manager Kathy Portner were also present. Other staff present included Ivy Williams, Bill Nebeker and Scott List. Terri Troutner was present to record the minutes.

Council President Kinsey indicated that due to the controversy surrounding the salvage yard section of the *Development Code*, that section would be pulled from consideration and would be subject to another 60-day review. The extended timeframe would allow City staff to meet with salvage yard owners, et al., to discuss relevant issues. This drew strong objection from the salvage owners, their representatives, and the public. As a concession, Dean VanGundy (1018 S. 5th Street, Grand Junction) was given the opportunity to make a statement as representative for his business and other salvage yard owners.

Mr. VanGundy felt that the section should be opened to the public for discussion. He'd brought in an expert from Arizona who could provide important testimony. Councilmember Terry said that citizen testimony was considered more important than testimony received from paid experts.

PLANNING COMMISSION MOTION: (Commissioner Grout) "Mr. Chairman, on section 4.3.D regarding salvage yards, I move that we table the section for the following reasons: 1) provisions in the existing *Zoning and Development Code* addressing salvage yards in similar uses shall remain in full force and effect until the City Council adopts the replacement of section 4.3.D dealing with salvage yards, and it is expected that the new section dealing with salvage yards will be studied for approximately 60 days and then considered for adoption by the City Council. When the new provisions addressing salvage yards are adopted, the provisions in the prior *Code* shall then be repealed as will be noted in the ordinance adopting the new salvage yard provisions."

Commissioner Binder seconded the motion.

A vote was called and the motion passed unanimously by a vote of 6-0.

CITY COUNCIL MOTION: (Councilmember Theobald) “I would move approval of the Planning Commission recommendation.”

Councilmember Terry seconded the motion.

A vote was called and the motion passed unanimously by a vote of 6-0.

CONSIDERATION OF THE PROPOSED ZONING MAP

The following information represents a synopsis of City Council/Planning Commission discussion and changes proposed for the City of Grand Junction *Zoning and Development Map*, as outlined by Kathy Portner and contained in the March 6, 2000 Staff Review.

1. The Community Hospital property, located on the northwest corner of 1st Street and Patterson Road, was changed from B-1 to PD to reflect the recently approved plan for the property.
2. The Northridge Filing #3 property has a proposed zoning of RSF-4. The owner, Dr. Merkel, wanted to retain a PD zoning on the property. A letter had been submitted.
3. The Hall property on the east side of 24 ½ Road, north of F ¼ Road was changed to PD to reflect the ODP, which had been approved for the property.
4. The PD zoning for the Brookside Subdivision, located at the northwest corner of F ½ and 30 Roads, was extended to the parcel to the west, which is the parcel directly north of the extension of Oxbow and Broken Spoke.
5. The following zones were recommended for properties on the west side of 12th Street, between Horizon Drive and G Road: parcel 009, RSF-4; parcels 003 and 010, RMF-5 zoning; and parcels 061, 062 and 941, RMF-8 zoning. This was consistent with an alternative proposal submitted by area neighbors. Ms. Portner said that the increased density along 12th Street was consistent with previous City Council and Planning Commission discussions and the property owner’s request. Staff agreed that the busy corridor warranted higher densities and had supported the request.
6. The parcel at the northeast corner of G Road and Victor Drive was changed from RSF-4 to RSF-2.
7. Properties bounded by 12th Street, Horizon Drive, Budlong Street, and Midway Avenue were changed from RMF-16 to RSF-4. The property owner, Dr. Merkel, opposed the RSF-4 zoning and had submitted a letter.
8. All of the Etter/Epstein property on the south side of Horizon Drive west of 27 ½ Road was changed to reflect PD zoning, including the triangular piece bounded by Horizon and Cliff Drives.

9. RSF-2 zoning had been recommended for property north of Crossroads Blvd. and east of 27 Road. The owner, Dr. Merkel, had submitted a letter stating his preference for PD zoning with a higher density or, perhaps, a commercial zone.
10. Zoning for the property located at 1101 Kimball Avenue was changed to I-2. Since an adjacent parcel was targeted by the City for park development, City Council and Planning Commission members determined that CSR and buffering requirements should apply to the I-2 zoned property; however, fencing/wall costs separating the industrial/public uses should be shared by both property owners. Clarification was given that while the CSR and buffering requirements would apply to all applicable parcels, specific focus and direction was being given to the subject property at this time. Staff was directed to include parks and other public uses in the adjacent use buffering table (buffering discussions were deferred, see Chapter 7).

PUBLIC COMMENTS

Doug Cleary (2691 Kimberly Drive, Grand Junction), representing neighbors who had signed the petition and form letters, expressed support for the alternative zoning plan as submitted previously to staff and later outlined in attorney Richard Krohn's letter. The alternative plan would provide a better transition while preserving property values.

Richard Krohn (744 Horizon Court, Ste. 300, Grand Junction), representing Gertrude and Walter Dalby, referenced a letter submitted on behalf of his clients, who owned parcels 061 and 062. He supported the alternative proposal and agreed that it made more sense than the City's proposal. The alternative, he said, still complied with *Growth Plan* recommendations, represented good infill, and provided for better transitioning.

Charles Reems (695 Cascade Drive, Grand Junction) supported the petition although his name was not on it. He preferred that the parcels be given lower-density zoning, given the unique "problems" associated with each lot, and suggested that any rezoning be deferred until such time as a plan was brought before the City for consideration. He expressed concern that traffic from higher density development would be directed onto Cascade Drive, a street not designed to handle such flows.

Margaret Moore (2679 Homestead Road, Grand Junction) clarified that Cascade Drive did not extend beyond Homestead Road as the map suggested.

DISCUSSION

Councilmember Terry referenced item 2 above and said that the property's RSF-4 zone was the most compatible for the area. The City did not support planned zones without corresponding plans.

With regard to item 7, the covenants of that subdivision were more restrictive than the City's proposed zoning. With item 9, if the petitioner wanted to change the property's zoning to Commercial, he would have to take any such request through the normal planning/public hearing process. The current process addressed changes in intensity not changes in use.

Commissioner Dibble asked if discussions on the 24 Road corridor were being deferred pending completion of the 24 Road Corridor Study, to which Council President Kinsey replied affirmatively. Councilmember Theobald went through the list of proposed changes as modified to ensure consensus, which was confirmed.

Ronnie Edwards
Re: Amorelli Rezone
2719 H Rd

RECEIVED
APR 13 2007
COMMUNITY DEVELOPMENT
DEPT.

4/13/07

I am writing this letter because this rezone should not be permitted. Our city designated zoning of RSF-1 is in place for a reason. This designation lets people know what type of activities and housing density will be allowed in our neighborhood. In as much, as there are only houses on acreages to the north, south, east and west of this property, a zone change would change the character of the neighborhood. There is no reason to change the character of our neighborhood with the natural barrier between acreages and subdivision housing being 12th street or 27 rd. Placing ten houses on a property zoned for 4 houses would not improve the neighborhood or be beneficial to the city of GS as well. Mr. Amorelli knew what the zoning was on this property when he purchased it only about 1 year ago. I am asking the city not to force this development upon us.

REN
Robert Hughes
243 - 3000
2716 H Rd.

FEATHER LEGAL SERVICES, P.C.

2754 Compass Drive, Suite 105

P.O. Box 1704

Grand Junction, CO 81502

(970)243-8513

RECEIVED
APR 25 2007
COMMUNITY DEVELOPMENT
DEPT.

Gerald B. Feather

April 23, 2007

Ronnie Edwards, Planner
City of Grand Junction
Community Development
250 North 5th St.
Grand Junction, CO 81501

Re: RZ-2007-112
Amorelli Rezone-2719 H Road

Dear Sirs:

This is to inform you that in regard to the above referenced Rezone Request I and several other neighbors are circulating a petition around the neighborhood of the property in question, in order to formally document and present our opposition to this Request for Rezone. Our petitions will be submitted for the file on this case when completed.

Based on preliminary discussions with our neighbors and the participation and comments at the last informal meeting, I think you can anticipate almost unanimous opposition by those of us in close enough proximity to be concerned about the Density of Development anticipated by Mr. Amorelli.

Sincerely yours,



Gerald B. Feather, property owner
2706 Skyline Dr.
2708 Skyline Dr.

Rhonda Edwards - Rezone 2719 H Road

From: <BlubirdBen@aol.com>
To: <Rhondae@gjcity.org>
Date: Thursday, April 19, 2007 11:39 AM
Subject: Rezone 2719 H Road
CC: <BlubirdBen@aol.com>, <Gjgretta@aol.com>

Dear Ronda,

Just wanted to give you an email letting you know of our intentions regarding the Amorelli rezone. We wish to oppose the rezone to RSF 2. One home per acre is the highest density in harmony with this horse acreage neighborhood. Please advise staff and please enter this opposition into **Public Comment Against the Rezone**. We will mail today written comment to your attention. Thank you.

Janet M. Pomrenke (reside 710 Victor Dr.)
William E. Pomrenke (reside 710 Victor Dr.)
Wende M. Pomrenke (reside 2721 1/2 H Road)
(owners of 2721 1/2 H Road)

See what's free at AOL.com.

RECEIVED
APR 20 2007
COMMUNITY DEVELOPMENT
DEPT.

Community Development Application Response
Re: RZ-2007 -112 Amorelli Rezone
2719 H Road
Grand Junction, Co. 81506

April 18, 2007

To: City of Grand Junction
Community Development
250 North 5th St.
Grand Junction, Co. 81501

From: Janet M. Pomrenke
William E. Pomrenke
710 Victor Dr.
Grand Junction, Co. 81501
Co-owners of 2721 ½ H Road
(Which adjoins 2719 H Road.)

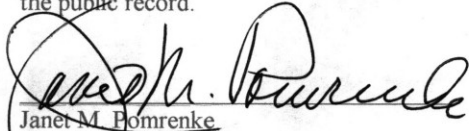
Please enter our comments in regard to The Amorelli Rezone application requesting a change from RSF-1 to RSF-2 into the **Public Comment Record Against Category** for the following reason:

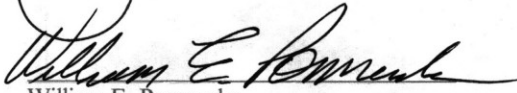
As of this date, the 15 residential properties east and north of the Highline Canal and east of 27 Road up to 27 1/4 Road are all larger acreages with horses or elegant landscaping for privacy with the exception of two that are an acre or under. These 15 properties together contain approximately 40 acres. All of these properties are in the **Airport Overlay Zone**. While these properties are mostly in the city limits it is because they were onclaved but have no city services. The area is rural in nature with grass pastures that are irrigated. They serve as an existing **Greenbelt** between the high density west of 27 Road on the way to Walker Field Airport. The open spaces are attractive and serve as an attractive buffer where the speed limit accelerates moving from west to east from 35 mph to 45 mph on H Road on the way to the airport. The sight distance at the intersection of 27 Road and H Road is hazardous at best at this time due to the bridge over the canal. More traffic completing ingress and egress from the Amorelli property would cause more dangerous hazards to an already dangerous intersection.

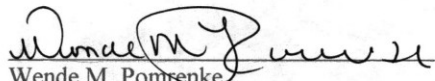
The historical use of the Amorelli property has been one of green pastures and horses until Mr. Amorelli purchased and now once again is being grazed by seven beautiful horses which is in harmony with the neighborhood including the new elegant subdivision of three plus acres and

elegant homes on the northwest corner of 27 1/4 and H Road. The storm runoff and irrigation waste water from this area drains through historical waste ditches back to the Highline Canal on the Amorelli property. We purchased our property in 1982 and those ditches (three) were there at that time and have always been maintained to move water whether it be storm or irrigation or runoff out of the Bookcliffs. Mr. Amorelli refuses to understand the water law of the west and has either not maintained the subject ditches or has in total plowed them over. There is currently legal action against Mr. Amorelli from the adjoining neighbor Maxcine Bielak of 2721 H Road as he refuses to allow her legal use of a recorded irrigation easement of many years. He has tried to prohibit the legal use of our irrigation easement that crosses his property as well. Mesa County is maintained through the use of irrigation water as it is naturally a desert and water does not get to any ones property without the use of an easement which Mr. Amorelli does not want to understand or accept.

For all of these reasons we feel the zoning should remain RSF 1 and continue to allow no more dwellings than one per acre. Thank you for your consideration and admitting our comments to the public record.


Janet M. Pomrenke


William E. Pomrenke


Wende M. Pomrenke
Resident of 2721 1/2 H Road.

PETITION

We the undersigned residents of Grand Junction, Colorado, residing in the neighborhood surrounding the property of Joe Amorelli at 2719 H Road, Grand Junction, Co., for which the owner purposes to change the zoning density, hereby **ASSERT OUR OPPOSITION** to the proposed change.

Some of the reasons for our opposition to Rezone at 2719 H Road are as follows:

1. The existing zoning was not in error at the time of adoption. In particular the area around the lot in question is Zoned and Developed as RF-1. The Subdivision, South of the Amorelli lot, separated by the Highline Canal, although Zoned RSF-2, is actually completely developed as RSF-1, and is not likely to be re-developed in the future.

2. There has been no change in the character of the neighborhood that would justify higher density than the present Zone.

3. The proposed Rezone is incompatible with our neighborhood.

4. No facilities or services will be brought to our neighborhood by higher density Development on H Road.

5. We believe there is an adequate supply of higher density land to develop to meet the needs of Grand Junction.

6. The community will not benefit from the proposed Zone.

The other reasons for our opposition to the proposed rezoning in our neighborhood is that the higher density will lead to an increase in vehicular traffic in and around this neighborhood; there will be an increase in pedestrian traffic in our neighborhood which is not provided for by the city and county with sidewalks or approved trails; there will likely be an increase of trespass traffic, both foot and vehicular, on the banks of Highline Canal; and we believe that the higher density development the proposed zone change might allow for will adversely impact the values of our respective properties; and our loss would come as a direct result of Mr. Amorelli's hopes to increase the profit he might obtain from higher density development.

We jointly and collectively request that the application to Rezone 2719 H Road be denied.

RESPECTFULLY SUBMITTED BY:

[Print name(s), and address of property owned or leased in the neighborhood of 2719 - H Road; and sign your name(s).]

1. Name(s): William E. Remenke

Address: 2721 1/2 H Rd

Signature(s): William E. Remenke

2. Name(s): JANET M. POMRENKE
Address: 2721 1/2 H ROAD
Signature(s): Janet M. Pomrenke
3. Name(s): R. E. Hughes & Lonna
Address: 2716 H RD
Signature(s): RE Hughes & Lonna Hughes
4. Name(s): Renate Davenport Renate Davenport
Address: 2708 H RD
Signature(s): Renate Davenport
5. Name(s): David Dannelley
Address: 2722 H Road
Signature(s): David Dannelley
6. Name(s): Ronno & Jane Ridgely
Address: 815 27 1/4 rd
Signature(s): Ronno & Ridgely
7. Name(s): _____
Address: _____
Signature(s): _____

PETITION

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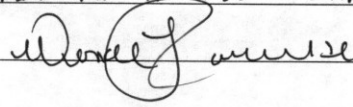
RESPECTFULLY SUBMITTED BY:

[Print name(s), and address of property owned or leased in the neighborhood of 2719 - H Road; and sign your name(s).]

1. Name(s): Marcino Bielak - Marcine Bielak
Address: 2721 H Road
Signature(s): Marcino Bielak

2. Name(s): WENDE PEMRENK

Address: 2721 Y2 H Rd GRAND Jct CO 81506

Signature(s): 

3. Name(s): _____

Address: _____

Signature(s): _____

4. Name(s): _____

Address: _____

Signature(s): _____

5. Name(s): _____

Address: _____

Signature(s): _____

6. Name(s): _____

Address: _____

Signature(s): _____

7. Name(s): _____

Address: _____

Signature(s): _____

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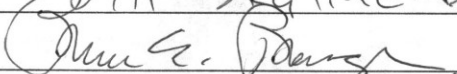
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We jointly and collectively request that the application to Rezone 2719 H Road be denied.

RESPECTFULLY SUBMITTED BY:

[Print name(s), and address of property owned or leased in the neighborhood of 2719 - H Road; and sign your name(s).]

1. Name(s): Bruce F. Bengel
Address: 2711 Skyline Dr. G.J. 81506
Signature(s): 

PETITION

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We jointly and collectively request that the application to Rezone 2719 H Road be denied.

RESPECTFULLY SUBMITTED BY:

[Print name(s), and address of property owned or leased in the neighborhood of 2719 - H Road; and sign your name(s).]

1. Name(s): JAMES & GAIL REDIN
- Address: 2723 H. Rd.
- Signature(s): Gail Redin Jim Redin

PETITION

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We jointly and collectively request that the application to Rezone 2719 H Road be denied.

RESPECTFULLY SUBMITTED BY:

[Print name(s), and address of property owned or leased in the neighborhood of
2719 – H Road; and sign your name(s).]

1. Name(s): GERALD B & ELIZABETH FEATHER

Address: 2706 SKYLARK DR, GRAND JCT. CO

Signature(s): Gerald B. Feather Elizabeth A. Feather

2. Name(s): DEWEY + IRENE HAPKEN
Address: 2709 SKYLINE DR., GR. JCT., CO 81506
Signature(s): Dewey Hapken + Irene Hapken
April 20, 2007 April 20, 2007

3. Name(s): Norm + Diane Lindauer
Address: 2703 Skyline Dr. G.J. 81506
Signature(s): Norm Lindauer + Diane Lindauer
5/5/07 5/5/07

4. Name(s): Mark + Misti Schneider
Address: 2708 Skyline Drive G.J. CO 81506
Signature(s): [Signature]
5-5-07

5. Name(s): Mel Fahlke
Address: 2701 Skyline Dr G.J. CO
Signature(s): Mel Fahlke

6. Name(s): Douglas Corson
Address: 2708 Skyline Dr.
Signature(s): Douglas Corson

7. Name(s): Tom Paul Thomas M Burke
Address: 2710 Skyline Dr.
Signature(s): Tom Paul

Planning Department Commission
City of Grand Junction
City Hall
250 North 5th Street
Grand Junction, CO. 81501

RECEIVED
JUN 26 2007
COMMUNITY DEVELOPMENT
DEPT.

RE: RZ2007-112 Amorelli Rezone-2719 H Road
June 22, 2007

Gentlemen:

I shall be absent from the week of June 24, and will therefore submit this letter in lieu of addressing you in person at the hearing.

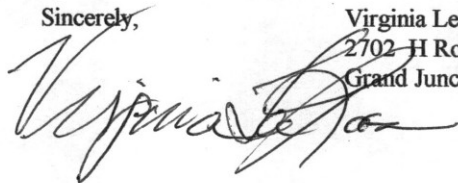
I have been visited by both Mr. Amorelli and the opposition to this petition, and have read the Staff Presentation by Mr. Edwards, so understand the thoughts presented by both sides. My feelings are that although my property might increase in value were this rezoning to take place, the incremental disadvantage to the creeping increase in density surrounding me outweighs all. This historically rural area was annexed into the city very recently, and the North side of H Road done so by a short notice, last minute change. Both sides of the road were to be a buffer zone to higher density elsewhere. But the city has steadily spot-rezoned to higher density resulting in a creeping urban sprawl upon that same rural setting.

There need be no more transitions to various densities in the area. "Infill Development", as the Staff Presentation puts it, is a specious argument. Allowing this spot-rezoning will immediately create construction, traffic and noise increases, and adversely affect people along this corridor. Should I and other like-minded opponents fail to quash this petition, other spot rezoning of like kind will be applied for, as residents seek a quieter local, and then no doubt will be granted for reasons similar to this one. The land adjacent to H Road will have to be condemned, the road widened for heavier use, and the character of the rural area ultimately decimated totally. As planners you must see the plain view that there either is to be a buffer zone or there is not; the character of the neighborhood is to be preserved or not. One non-conforming use engenders another, like one domino falling on its neighbor. The idea I had in moving here was that there would be some pastoral pleasure from the surrounding area, not that the greatest density and the highest use of the land is the best use. With due respect to Mr. Morelli, it would be difficult to imagine his vision, as he says, of a "beautiful equestrian oriented small subdivision" which could have as many as 20 structures of different sorts, I am told, on 5.3 acres. He purchased the land, knowing its zoning, and perhaps knowing he might be able to co-op the Commission off its equal responsibility both to plan and preserve for the general welfare, not for a special interest. I therefore strongly oppose this particular type of rezoning, wedged in and across from a neighborhood traditional historical rural character. Yes, lot sizes will be smaller, land values will increase, developers will profit, the city will increase their tax base; but is there no value in protecting those living in traditional neighborhoods, in protecting the beauty around one, in maintaining a "plan" supposedly engendered by a group who took months or even years to perfect it thoughtfully. In short, can money always trump life style or a staff planner alone obviate a long-term plan.

One might equally imagine a staff planner living in this area reaching an opposite, forceful conclusion using some of my personal arguments, were his ox about to be gored.

Thank you for your thoughtful consideration of these matters.

Sincerely,



Virginia Lee Ross
2702 H Road
Grand Junction, CO. 81506

2701-362-00-001

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning Department of the City of Grand Junction for approval of the rezone.

Joseph K Amorelli 2701-362-00-001
Property Owner (s)

2701-2703 H Rd, GJ, CO 81506
Property Address or Assessors Number


Signed

Dated: 6-20-07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-253-00-250

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning Department of the City of Grand Junction for approval of the rezone.

2706 H Rd J. W. Wiginton
Property Owner (s)

2706 H Rd
Property Address or Assessors Number


Signed

Dated: 6/20/07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-362-20-006

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning Department of the City of Grand Junction for approval of the rezone.

Robinson Landco Trust
Property Owner (s)

2712 Skyline Dr
Property Address or Assessors Number

Thomas Robinson Trust
Signed

Dated: 6-20-07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-362-20-001

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning Department of the City of Grand Junction for approval of the rezone.

THOMAS F. KARSTEN
Property Owner (s)

704 27 Rd. 81506
Property Address or Assessors Number

Thomas Karsten
Signed

Dated: 6-20-07

Miriam Karsten

Dated: 6-20-07

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-351-51-016

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning Department of the City of Grand Junction for approval of the rezone.

MESA GARFIELD RENTAL PROPERTIES, LLC
Lucy Kempton, MGR.

Property Owner (s)

708 JOSELYN CT, GJ CO 81506
Property Address or Assessors Number


Signed

Dated: 6-25-07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

1- 2701-362-35-011
2- 2701-362-00-055

To: The City of Grand Junction
Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone
I/WE wish to agree with the applicant and the Planning
Department of the City of Grand Junction for approval of the rezone.

William Morelli
Property Owner (s)

2701-362-00-055, 2701-362-35-011
Property Address or Assessors Number

William Morelli
Signed

Dated: 6/22/07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

1- 2701-362-35-011
2- 2701-362-00-055

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning
Department of the City of Grand Junction for approval of the rezone.

William Mehel
Property Owner (s)

2701-362-00-055, 2701-362-35-011
Property Address or Assessors Number

William Mehel
Signed

Dated: 6/22/07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-351-57-010

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning
Department of the City of Grand Junction for approval of the rezone.

Bonita J. O'Hara
Property Owner (s)

792 Josilyn Ct.
Property Address or Assessors Number

Bonita J. O'Hara
Signed

Dated: 6-21-07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-351-57-009

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning
Department of the City of Grand Junction for approval of the rezone.

DEKLEVA Family Trust
Property Owner (s)

790 JASILENA Ct.
Property Address or Assessors Number

Joseph E. Winklwa
Signed

Dated: 6/21/07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2101-351-57-014

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning Department of the City of Grand Junction for approval of the rezone.

Richard D. TRUITT
Property Owner (s)

796 1/2 JOSILYN CT
Property Address or Assessors Number

Richard D. Truitt
Signed

Dated: 6-21-07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-362-20-009

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

As a property owner near the above property for rezone

I/WE wish to agree with the applicant and the Planning Department of the City of Grand Junction for approval of the rezone.

^{Chymer}
F. Channing / Barbara S. Chymer
Property Owner (s)

776 27 Rd 65
Property Address or Assessors Number

[Signature]
Signed

Dated: 4/21/2007

[Signature]

Dated: 6/21/07

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

2701-351-57-012

To: The City of Grand Junction

Re: RZ-2007-112 - Amorelli Rezone - 2719 H Road, GJ, CO 81506

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Amata N Johnson
Property Owner (s)

794 Joalyn CV
Property Address or Assessors Number

Amata N Johnson
Signed

Dated: 6/21/07

Dated: _____

Mailed to Joseph and Agatha Amorelli
2699 1/2 Malibu Drive
Grand Junction, CO 81506

For meeting at City Hall on June 26th, 2007

**GRAND JUNCTION PLANNING COMMISSION
JUNE 26, 2007 MINUTES
7:00 p.m. to 1:55 a.m.**

5. RZ-2007-112 REZONE – Amorelli Rezone

Request approval to rezone 5.3 acres from a City R-1 (Residential, 1 du/ac) to City R-2 (Residential, 2 du/ac) zone district.

PETITIONER: Joseph Amorelli

LOCATION: 2719 H Road

STAFF: Ronnie Edwards

STAFF’S PRESENTATION

Ronnie Edwards of the Public Works and Planning Department made a PowerPoint presentation regarding the requested rezone from an R-1 zone district to a R-2 zone district. Ronnie explained that the property was annexed in 1996 with the Airport West Enclave annexation. At that time, it was zoned RSF-R. She further explained that the area north of the canal and south of H Road was changed to RSF-R even though it created non-conforming lots and did not match the Future Land Use recommended density. The area south of the canal remained RSF-2. The Growth Plan designation for the property and parcels to the east are Residential Low. According to the minutes of the March 7, 2000 City Council meeting for the adoption of the new zoning map, RSF-R was to become RSF-2 in order that it would be conforming with the Future Land Use Map. The map did not reflect this as it shows RSF-1. Ms. Edwards went on to state that the properties in the area have developed residentially consistent with the Growth Plan and the Future Land Use Map. The requested zoning of R-2 is seen as a transitional zone between various densities and would allow infill development within an urban area. Also, any development in this area will require extending sewer services from the Bookcliff Tech Park. The subject property is also included in the urban growth boundary of the North Central Valley Plan which was adopted in 1998. She finds that the request meets the goals and policies of the Growth Plan and the North Central Valley Plan.

APPLICANT’S PRESENTATION

Applicant Joseph Amorelli addressed the Commission in support of his request for a rezone from R-1 to R-2. He expressed concern that some of his neighbors are opposed to the request.

PUBLIC COMMENT

Gail Redin, 2723 H Road, spoke against the rezone as she is opposed to the density.

Jan Kohles of 2933 B Bunting Avenue clarified that the Skyline Subdivision lots are one acre lots.

APPLICANT’S REBUTTAL

Joseph Amorelli believes that this rezone would create a good transition.

DISCUSSION

Commissioner Pitts does not believe this would be a buffer as there are larger parcels to the north, east and south of the subject property. He also does not believe it fits the neighborhood and, therefore, opposes the proposition.

Commissioner Carlow stated that he does not have a problem with the proposal.

Chairman Dibble believes this is a correctional item and conforms to the initial intention of the zoning and Future Land Use Map as designated in 2000.

Commissioner Cole stated that he believes R-2 zoning is appropriate based in large part on past actions of City Council.

Commissioner Lowrey stated that he has no problem with a R-2 zoning.

MOTION: (Commissioner Cole) “Mr. Chairman, on Rezone, #RZ-2007-112, I move that the Planning Commission forward the request to rezone to City Council with the recommendation of approval for the R-2 zone district for the Amorelli Rezone with the findings of facts and conclusions listed in the staff report.”

Commissioner Wall seconded the motion. A vote was called and the motion passed by a vote of 5-2 with Commissioners Putnam and Pitts opposed.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING A PARCEL OF LAND FROM

RESIDENTIAL – ONE UNIT PER ACRE (R-1) TO

RESIDENTIAL – TWO UNITS PER ACRE (R-2)

LOCATED AT 2719 H 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 the rezone request from R-1 zone district to the R-2 zone district.

After public notice and public hearing before the Grand Junction City Council, City Council finds the rezone request meets the goals and policies and future land use as set forth by the Growth Plan, Residential Low (1/2 – 2 ac/du). City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied. At the time of development of the property, the applicant will be responsible for sewer line extension.

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

The parcel described below is hereby zoned R-2 (Residential – Two Units per acre):

A parcel of land situated in the NW1/4 of the NW1/4, Section 36, T1N, R1W, UM, being more particularly described as follows:

Beginning at a point 487 feet west of the NE corner of the NW1/4 of the NW1/4 of Section 36; thence west 447.67 feet; thence south to the north bank of the Government Highline Canal; thence southeasterly along said north bank to a point south of the POB; thence north to the POB, City of Grand Junction, County of Mesa, Colorado.

Introduced on first reading on the ____ day of _____, 2007.

PASSED and ADOPTED on second reading this _____ day of _____, 2007.

Attest:

City Clerk

President of the Council

Attach 10

**Setting a Hearing on Zoning the Mesa Ayr Subdivision Annexation
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Zoning the Mesa Ayr Subdivision Annexation - Located at 3139 D ½ Road.					
Meeting Date	July 18, 2007					
Date Prepared	July 2, 2007				File #PP-2006-214	
Author	Ken Kovalchik			Senior Planner		
Presenter Name	Ken Kovalchik			Senior Planner		
Report results back to Council		Yes	X	No	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: Request to zone the 5.03 acre Mesa Ayr Subdivision Annexation, located at 3139 D ½ Road, to R-5 (Residential 5 du/ac).

Budget: N/A

Action Requested/Recommendation: Introduce a proposed ordinance and set a public hearing for August 1, 2007.

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 / Existing City and County Zoning Map
4. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		3139 D ½ Road		
Applicants:		3P Development, LLC – Owner River City Consultants, Inc. - Representative		
Existing Land Use:		Single-family Residential		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Residential		
	East	Residential		
	West	Residential		
Existing Zoning:		RSF-R (County)		
Proposed Zoning:		R-5 (City)		
Surrounding Zoning:	North	R-5 and R-8 (City)		
	South	RMF-5 (County)		
	East	PUD and RSF-R (County)		
	West	PUD (County)		
Growth Plan Designation:		Residential Medium		
Zoning within density range?	X	Yes		No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the R-5 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.

Applicant's Response: The proposed rezone is compatible with the Future Land Use for the area of Residential Medium. Several developments at similar density are located in the surrounding area. Preliminary drainage and geotechnical reports are provided with this submittal and any concerns/impacts will be addressed. Impact to the street network will be minimal and any concerns/impacts will be addressed. The project is a proposed residential subdivision and no adverse impacts are anticipated as far as water, air or noise pollution, excessive lighting or nuisances.

Staff's Response: The proposed R-5 zone district is compatible with the existing City and County zoning in the area and the Future Land Use designation that surrounds the parcel, which is Residential Medium.

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

Applicant's Response: Public facilities and services, including sewer, are available to or can be extended to the proposed project.

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

Alternatives: In addition to the zoning that the petitioner has requested, the following zone districts would also be consistent with the Growth Plan designation for the subject property.

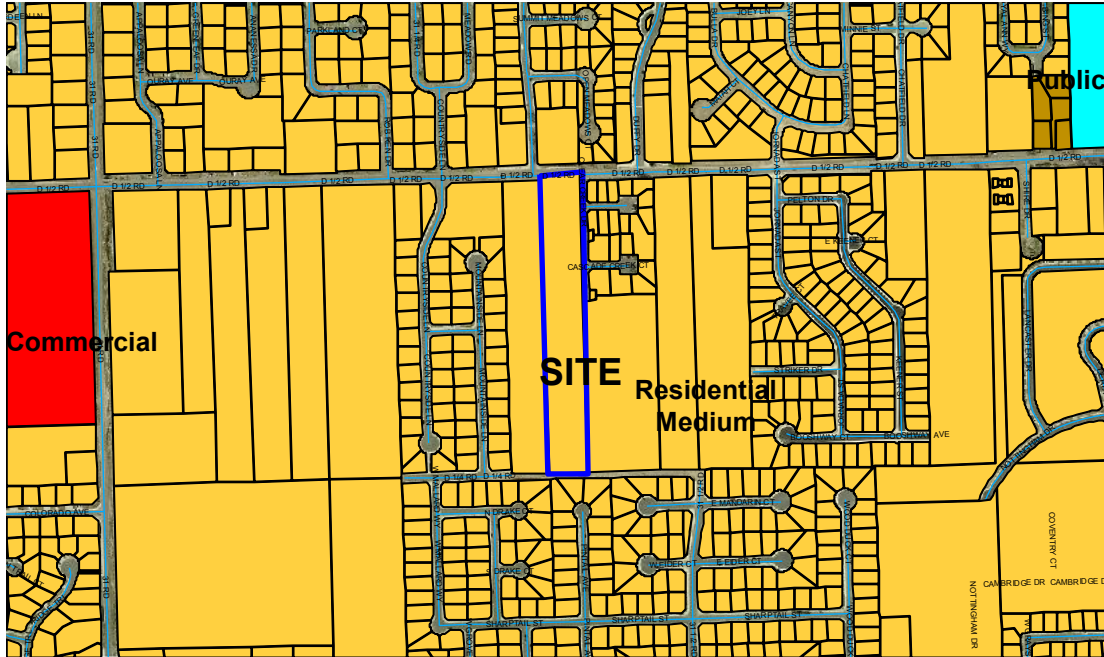
- c. R-4
- d. R-8

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

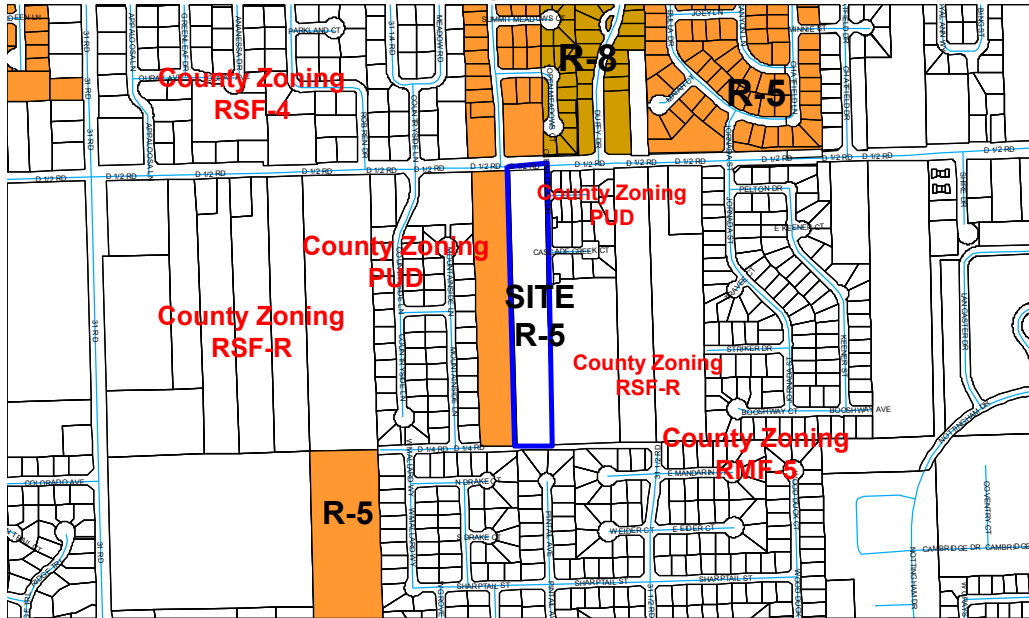
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



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

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE MESA AYR SUBDIVISION ANNEXATION TO
R-5**

LOCATED AT 3139 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 Mesa Ayr Subdivision Annexation to the R-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 R-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 R-5 (Residential 5 du/ac).

MESA AYR SUBDIVISION ANNEXATION

A certain parcel of land located in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 15, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of the NE 1/4 SW 1/4 of said Section 15 and assuming the North line of the NE 1/4 SW 1/4 of said Section 15 bears N89°57'40"W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N89°57'40"W along the North line of the NE 1/4 SW 1/4 of said Section 15, a distance of 491.32 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S00°07'50"E along the agreed boundary line per Book 4349, Page 357 – 5 pages (also being the West boundary line of Replat of Brookdale as recorded in Book 13, Pages 262-263 and the Third Replat of Brookdale Subdivision as recorded in Book 13, Page 411) both of the Mesa County, Colorado Public Records, a distance of 1319.94 feet to a point on the South line of the NE 1/4 SW 1/4 of said Section 15;

thence N89°56'36"W along said South line, a distance of 167.26 feet to a point on the East line of Carpenter Annexation No. 2, City of Grand Junction Ordinance No. 3922 and Carpenter Annexation No. 1, City of Grand Junction Ordinance No. 3921; thence N00°19'12"W along said Annexation lines a distance of 1319.91 feet to the Northeast corner of said Carpenter Annexation No. 1, said corner also being a point on the North line of the NE 1/4 SW 1/4 of said Section 15; said line also being the Southerly line of Summit View Meadows Annexation No. 3, City of Grand Junction Ordinance No. 3460; thence S89°57'40"E along said North line a distance of 171.62 feet, more or less to the POINT OF BEGINNING.

Said parcel contains 5.03 acres (218,923 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 11
Setting a Hearing Zoning the Fletcher Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Zoning of the Fletcher Annexation - Located ½ mile west of Monument Road on South Camp Road						
Meeting Date	July 18, 2007						
Date Prepared	June 29, 2007				File # ANX-2006-108		
Author	Lori V. Bowers			Senior Planner			
Presenter Name	Lori V. Bowers			Senior Planner			
Report results back to Council		Yes	X	No	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Request to zone 139-acre Fletcher Annexation, on South Camp Road 1/2 mile west of Monument Road, Planned Development, 1.12 dwelling units per acre.

Budget: N/A

Action Requested/Recommendation: Hold a public hearing on August 1, 2007 to consider an ordinance zoning the Fletcher Annexation as Planned Development, not to exceed 1.12 dwelling units per acre (PD 1.12), and a Preliminary Development Plan (hereinafter "Plan"). Planning Commission recommend approval of the Plan, with the inclusion of private streets and sidewalks and paths described herein not shown on the Plan.

Attachments:

1. Site Location Map / Aerial Photo Map
2. Future Land Use Map / Existing City and County Zoning Map
3. Letters from neighbors
4. Preliminary Development Plan
5. Zone of Annexation Ordinance

Background:

The proposed Red Rocks Valley Subdivision (also the Fletcher Annexation) is approximately 138.97 acres in size, located in the Redlands bounded on the southwest by South Camp Road, the northwest by the last filing of Monument Valley Subdivision, the north and east by Redlands Mesa Subdivision and the south by private property. The topography on part of the site is steep with approximately 160 feet of relief. Red

Canyon Wash and another minor wash on the east side connecting to Red Canyon Wash cross through the parcel from southwest to northeast. The land use classification for the area is Residential Low.

BACKGROUND INFORMATION					
Location:		South Camp Road and Monument Road			
Applicant:		Redlands Valley Cache, LLC, owner and developer; LANDesign Consulting, Bill Merrell, representative.			
Existing Land Use:		Vacant land			
Proposed Land Use:		Residential subdivision			
Surrounding Land Use:	North	Redlands Mesa Golf and residential			
	South	Residential subdivision			
	East	Vacant land and Redlands Mesa			
	West	Residential subdivision			
Existing Zoning:		County PD			
Proposed Zoning:		PD (density 1.12 Du/Ac)			
Surrounding Zoning:	North	PD			
	South	RSF-E and PD			
	East	RSF-E and PD			
	West	PD			
Growth Plan Designation:		Residential Low (1/2 to 2 AC/DU)			
Zoning within density range?		X	Yes		No

The Applicant sought annexation into the City on March 31, 2006 with a zoning at R-2, a designation at the high end of the zoning allowed by the Growth Plan. A neighborhood meeting at Wingate Elementary on May 18, 2006 brought in approximately 25 neighbors who voiced concerns about sewer, drainage, road capacity for South Camp Road, flooding in the area, the site's geologic attributes, density and lighting. The Preliminary Development Plan (hereinafter "Plan") proposed at this time is considerably different from the plan presented at the neighborhood meeting. County zoning on this property was planned development at 3 units per acre.

The Applicant provided a site analysis as required by Zoning and Development Code (ZDC) Section 6.1, including map overlays indicating development potential of all areas and a description of assumptions and methodology used to reach those conclusions. Based on the site's physical constraints, Staff recommended the Applicant request a zoning designation of Planned Development (PD). The Applicants, its designers and engineers, City Staff and outside review agencies have come to what we feel is a

workable and sensitive plan, developing the potential of the property while taking into account its physical constraints.

Planning Commission Recommendation:

1) The Planning Commission forwards a recommendation of approval of the Planned Development zone district, not to exceed 1.12 dwelling units per acre, for the Fletcher Annexation, ANX-2006-108 to the City Council with the findings and conclusions listed herein.

2) The Planning Commission forwards a recommendation of approval of the Preliminary Development Plan, file number PP-2006-217, to the City Council with the findings and conclusions listed herein, with the specific addition of direct sidewalk or path connections for those lots that do not have a direct connection shown on the proposed plan. This aspect of the recommendation is described more fully herein and is incorporated in the proposed Ordinance.

Minutes from the Planning Commission meeting of June 28, 2007, are not yet available but will be prepared by the public hearing date of August 1, 2007.

Discussion of Key Features

1. Community Benefits.

Zoning and Development Code Sections 5.1 A and 2.12 A provide that PD zoning should be used only when long-term community benefits are derived. This proposed Plan provides the following community benefits.

(a) A greater quality and quantity of public and /or private open space (§5.1 A.3.) than that in a typical subdivision is provided. The Plan provides 46.69 acres of open space, 33.6% of the overall site.

(b) The Plan provides needed housing types and/or mix (§5.1 A.5). The housing mix includes large-lot single-family residential and patio homes, which are currently in demand in the Grand Valley. The housing mix will be that of large lot single-family residential as the Redlands area has been known for, and patio homes similar to the Seasons at Tiara Rado.

(d) The Plan includes innovative design features (§5.1 A.6.). The character of the site with steeper slopes on the north and east, and interesting geologic features shall be protected by no disturbance and no build zones to be shown on the Final Plat.

(e) The Plan protects and preserves natural resources, habitat areas and natural features (§5.1. A.7.). The character of the site with its steeper slopes on the north and east, and interesting geological features are protected by "no-disturbance" and "no-build zones," which will be shown on a final plat.

2. Physical hazards and mitigation.

The site's physical constraints include poor soils and the two washes referred to above, which carry the potential for flash flooding as evidenced by signs of past slope failure, slope creep and rock fall throughout the site. To mitigate this potential and to protect the safety and welfare of the community, the proposed ordinance requires engineered foundations and strict building envelopes for all structures, site grading plans, drainage swales and berms with boulder barriers, to redirect small storm flows without radical changes from the natural drainage, placed so as to allow reasonable and necessary cleaning. These low-tech barriers may consist of existing larger boulders with additional boulders positioned to protect the building envelopes. These features must be constructed to the satisfaction of the City Engineer, treated as "as-builts," covered by a Development Improvements Agreement, and maintained in perpetuity by a homeowners' association.

The flash flood areas located in the site's two major drainage channels will require more review prior to recordation of a final plat. An analysis of possible wetlands areas and delineation of other waters was prepared by Wright Water Engineers and was submitted to the Army Corps of Engineers (hereinafter Corps) for their determination of their wetlands jurisdiction. Because the Corps has not yet determined what its requirements for these areas will be, the Applicant's engineer is requesting flexibility on how and where to design the required drainage basins. Staff feels that with the liberal amount of room in the channels and the placement of the channels in a Tract, it can support the general locations shown in the Plan regardless of how the Corps claims jurisdiction. The drainage basins will, however, need to be specified in more detail and in compliance with wetlands restrictions imposed by the Corps, if any, before a final plat is recorded.

The Colorado Geologic Survey (CGS) has also commented on the Plan, stating that the Lincoln DeVore study was detailed and suggesting that a CGS representative be on site during construction of the rock swales and berms, and that each feature be inspected and approved by the City Engineer (Ceclia Greenman letter dated May 9, 2007). This recommendation has been incorporated into the PD Ordinance.

The Colorado Natural Heritage Program was contacted by Wright Water Engineers for any concerns about endangered species or rarity of plat forms. The report area is

extensive covering Glade Park, the Monument out to Fruita, etc. No significant findings are claimed for this parcel.

3. Requested exceptions and alternatives.

(a) Reduced lighting. A Transportation Engineering Design Standards (TEDS) exception was requested to address the lighting concerns of the neighbors. Given that the Redlands Area Plan encourages reduced lighting intensity in streets and other public places, TEDS Exception #13-07 was granted, allowing for minimal placement of street lights and low level lighting for the entrance to pedestrian areas. Street lights are limited to public street intersections and one is required on the bulb out on Red Point Court. These lights are required for police and fire protection services. No street lights will be required on the private streets in the patio home area.

(b) Alternate streets. Applicant requested benefit of the Alternate Residential Street Standards found in Chapter 15 of TEDS. City Staff supports their design, with one exception described below. The Applicant proposed non-traditional streets to create a less “urbanized” feel to the area, based on the fact that much of the neighboring area was developed in Mesa County where the requirement for sidewalks and pedestrian paths was minimal, or non-existent. The proposed design has one remaining flaw, however; its pedestrian facilities do not meet the Alternative Street Standards in Chapter 15 of TEDS, which requires equal or better than the existing adopted street sections. Based on these standards Staff recommends that direct access to a trail or sidewalk should be provided, while the Applicant proposes no sidewalks in certain areas (typically but not limited to cul-de-sacs). Further discussion of this item is found later in this Staff report.

(c) Private Streets. The Applicants requested private streets in the interior of the proposed subdivision (the patio home area). This request requires City Council approval. Staff recommends approval subject to a requirement of a private streets maintenance agreement in conformance with TEDS and recorded before the final plat.

Conformity with Code Standards and Criteria

1. Consistency with the Growth Plan:

The Plan is consistent with the following goals and policies of the Growth Plan:

Goal 1: To achieve a balance of open space, agricultural, residential and nonresidential land use opportunities that reflects the residents' respect for the natural environment, the integrity of the community's neighborhoods, the economic needs of the residents and business owners, the rights of private property owners and the needs of the urbanizing community as a whole.

The Plan meets this goal by providing 46.69 acres of open space, which is 33.6% of the overall site. The flood and drainage mitigation measures incorporate natural features, thereby respecting the natural environment.

Policy 1.4: The City and County may allow residential dwelling types (e.g., patio homes, duplex, multi-family and other dwelling types) other than those specifically listed for each residential category through the use of planned development regulations that ensure compatibility with adjacent development. Gross density within a project should not exceed planned densities except as provided in Policy 1.5. Clustering of dwellings on a portion of a site should be encouraged so that the remainder of the site is reserved for usable open space or agricultural land.

The Plan clusters dwellings on the site in the "high" developable areas identified in the Site Analysis. Patio homes will be developed in this area. The outlying parcels are larger in size and reflect the adjacent neighborhoods. Several pedestrian paths are provided through the project for usable open space and interconnectivity to other properties.

Policy 13.6: Outdoor lighting should be minimized and designed to reduce glare and light spillage, preserving "dark sky" views of the night sky, without compromising safety.

This policy (which also reflects that of the Redlands Area Plan) is implemented by reduced street lighting, for which a TEDS Exception (#13-07) has been granted.

Redlands Area Plan goals.

The Redlands Area Plan was adopted as part of the Growth Plan. A goal of this plan is to minimize the loss of life and property by avoiding inappropriate development in natural hazard areas. The proposed subdivision was closely reviewed by the developer's engineers, City engineers, Colorado Geological Survey, Lincoln DeVore, and is currently undergoing review by the Army Corps of Engineers. The natural hazard areas have been mapped and mitigation measures have been proposed. The mitigation measures are addressed elsewhere in this report as well as in the proposed PD Ordinance. Staff believes that although the details of some of these measures are left to be worked out at a later development stage, which is not ideal, the Plan provides sufficient assurance that loss of life and property can and will be minimized by the features in the Plan and the proposed ordinance.

Another goal of the Redlands Area Plan is to achieve high quality development in terms of site planning and architectural design. The Plan proposed does not include any

references to types of or to specific architectural design(s); however, the site analysis process has resulted in what Staff feels is a quality subdivision. The subdivision incorporates the natural hazard areas by grouping higher density patio homes in the "high" developable area, while the larger lots (minimum ½ acre in size) surround the patio homes in the "medium" developable areas. The lot sizes, proposed setbacks and bulk standards for the default zone of Residential – 2 dwelling units per acre (R-2) will work for this subdivision. The overall density proposed is 1.12 dwelling units per acre, which is just under the Redlands area average of 1.14 dwelling units per acre.

2. 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:

- a) The Outline Development Plan review criteria in Section 2.12.B of the Zoning and Development Code, which are as follows:
 - 1) The Growth Plan, Major street plan and other adopted plans and policies.

The Growth Plan designation for this area is Residential Low (½ to 2 acres per dwelling unit), which allows for R-E zone (one dwelling unit per 2 acres) at the low end and R-2 (2 dwelling units per acre) at the high end. The proposal is consistent with the Growth Plan by providing an overall density of 1.12 dwelling units per acre.

The Grand Valley Circulation Plan shows only South Camp Road; the proposed subdivision will access this road. Private streets are proposed for the patio home area. All other local streets are designed using the alternate street standards as provided for in Chapter 15 of TEDS (Transportation Engineering Design Standards). The proposed subdivision needs a secondary access that is not included in the Plan. The Plan does include a proposed stub street to the property directly to the east (the Azcarraga property). The Applicant anticipates that the Azcarraga property will develop, including an access to South Camp Road, before 100 homes are constructed in the Red Rocks Subdivision, and that the stub street will provide the required secondary access. (The "100 lot rule" establishes the maximum number of homes that may be accessed by a single point of ingress/egress). In the event that this does not occur, a secondary access must be constructed across Lot 1, Block 1. The ordinance provides for the activation of the "100 lot rule" in the event that the Azcarraga property is not developed by the appropriate time, and requires a DIA with guarantee for the road's construction. It also requires that potential buyers be alerted to the existence of building restrictions by use of a recording memorandum.

The Urban Trails Master Plan requires useable public trails through this subdivision and along South Camp Road. These trails have been provided in coordination with

requests from the Parks and Recreation Department and the Urban Trails Committee. The developer will work with the City to ensure that existing trails will connect through this subdivision. The Parks & Recreation Department requests a dedication of the corner of land which would connect and make contiguous the City's two holdings north and east of this parcel, sufficient to allow maintenance access. Also a trail access across Red Canyon is provided along the north end of the property adjacent to the Redlands Mesa Golf Course, providing bicycle/pedestrian access from Redlands Mesa to the west and the future trail development in the area. The developers are currently in conversation with the Parks and Recreation Department and by the time of final design the details of the trail connections and possible land dedication shall be in place. The area is currently part of an open space tract. A dedication of land in the area to attach to the other City owned parcels is above and beyond the Code requirements for open space.

- 2) The rezoning criteria provided in Section 2.6 of the Zoning and Development Code is applicable to rezones. Section 2.6.A.3 and 4 of the Zoning and Development Code are applicable to annexations:

Zone of Annexation: The requested zone of annexation to the PD district is consistent with the Growth Plan density of Residential Low. The existing County zoning is PD 3, although no plan was approved. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6.A.3 and 4 as follows:

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

Response: The proposed zone is compatible with the surrounding neighborhood if developed at a density not exceeding 1.12 dwelling units per acre. The applicants have requested that the underlying default zoning of R-2. Other existing densities in the area are similar to the County RSF-1 (Residential Single-Family – one dwelling unit per acre). The overall average density throughout the Redlands, as provided in the Redlands Area Plan, is 1.14 dwelling units per acre. Therefore the PD zoning of 1.12 dwelling units per acre is similar to the existing area.

- 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.

3) The planned development requirements of Chapter Five of the Zoning and Development Code.

Chapter Five of the Code lists examples of types of community benefits that can support a planned development zoning designation. The Plan meets several of those as discussed earlier in this report under the heading "Community Benefits."

Further requirements of Chapter Five are to establish the density requirement for the Planned Development Ordinance. The proposed PD ordinance establishes the density requirement of 1.12 dwelling units per acre. The R-2 zone as a default zone is appropriate. It has the same bulk standards and setbacks as what is being requested for the new PD zone district. Deviations from the R-2 zone would be in the patio home area. The Code states that the ordinance shall contain a provision that if the planned development approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards of the R-2 zone district. The patio home area could then be reviewed using the cluster provisions, but the density may drop in that area. The proposed setbacks for this PD are discussed further in this staff report.

4) Section 5.4, Development standards.

Setback standards shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that the buildings can be safely designed and that the design is compatible with lesser setbacks. The setback standards for the single-family homes is consistent with the R-2 default zone: The front setback is 20 feet for the principle structure and 25 feet for accessory structures. Side setbacks are 15-feet for the principle structure and 3 feet for accessory structures. The rear setback is 30-feet for the principle structure and 3 feet for an accessory structure.

Setbacks for the patio home area are less than the default zone and are allowed to be reduced because of the amount of common open space and the protection of the environmentally sensitive areas that were determined through the Site Analysis process and is allowed through the Planned Development process of the Code. The Planning Commission will make recommendation to City Council that the patio home area setbacks are adequate as follows for what is being proposed for the ordinance: A minimum 14-foot setback is required around the perimeter of the patio home area tract for the multi-purpose easement as well as a landscape buffer. This setback is

measured from the back of walk and includes Red Park Road, Red Point Road, Red Mesa Road, and Slick Rock Road. No access will be obtained directly from these perimeter streets. All access for the patio home area will be obtained from the interior private streets functioning more as a driveway than a street. This does require City Council approval. Required is a front setback for all garages at 20 feet. The principle structure front setback will be a minimum of 10-feet, measured from the back edge of the private street. The side setback between buildings is 10-feet, except for those units that are attached, and then a zero setback is allowed. At final, a site plan shall be recorded to show the proposed building layout and further establish the setbacks that are proposed on the preliminary plan. It is the intention of the patio home area of the subdivision to sell the patio homes in fee simple and the areas surrounding the homes to be landscaped and maintained by the HOA. No accessory structures will be allowed.

This is a deviation of the Zoning and Development Code Section 9.32. which talks about single-family detached dwellings on a single lot; and two-family dwellings located on separate lots. The intent is for the home to be "the lot" surrounded by common open space, maintained by the HOA. At final design the applicant will provide a dimensioned final site plan depicting this area. This will be recorded with the final plat for verification of building placements

The Open Space requirements established in Chapter Six are exceeded with this plan. Over 33.6% of the site is dedicated to Open Space, which totals 46.69 acres. Fourteen Tracts of land are provided totaling 16.67 acres or 12.0% of the land. These Tracts are for various purposes, and sometimes dual purposes, such as trails, utilities and drainage. Tract N is reserved for future development to adjoin the property to the east.

This was a decision that was reached with the applicant when a good design for this area could not be found. It made sense to include it with the development of the property to the east when it develops.

Planned Developments are to provide uniform perimeter fencing in accordance with Chapter Six. It is Staff's position that no perimeter fencing is required with this subdivision since the density and intensity of the surrounding subdivisions are similar, and in places it would be very difficult to install, nor would it serve a purpose. This is further discussed in number 9 below.

Development standards require compatibility with adjacent residential subdivisions. Compatibility does not mean the same as, but compatible to. It is Staff's opinion that residential compatibility exists but single family lots abutting other single family lots on the west side.

Landscaping shall meet or exceed the requirements of Chapter Six. The landscaping requirements of the Code do not apply to a lot zoned for one (1) or two (2) dwelling units. Landscaping in the single-family area will be done by the home owner with approval from the HOA, subject to easements for maintenance of slopes and berms in the sensitive areas. The Plan provides the required landscape buffer along South

Camp Road and pedestrian trail per the Urban Trails Master Plan. Landscaping in the patio home area will be maintained by the HOA. Because the soils report prepared by Lincoln DeVore recommends that the steeper slopes be non-irrigated due to the high possibility of slope failure, the majority of the steep slopes are in open space tracts. This should also serve to notify the developer of the soil conditions of this area and to landscape appropriately.

Colorado Division of Wildlife reviewed the proposal as the Redlands Area Plan (Figure 10, page 65) specified the Red Canyon Wash as having a potential impact to wildlife in this area. The DOW stated that they had no major issues with the development; however they recommended that the main drainage be left in its native state with a 100-foot buffer for wildlife to travel on their way to the Colorado River and back. They also strongly encouraged native and xeric landscaping for the existing wildlife of the area and not to disturb areas where it is not necessary beyond the roads and homes.

Parking has been addressed through a parking analysis done by the applicant to ensure adequate off-street parking exists for the patio home area and additional parking is obtained "on street" surrounding the development. Parking is further addressed below in item 8.

Deviation from the above development default standards shall be recommended by the Planning Commission to the City Council to deviate from the default district standards subject to the provision of the community amenities that include more trails other than those listed on Urban Trails Master Plan and open space greater than the required 20% of the site.

- 5) The applicable corridor guidelines and other overlay districts in Chapter Seven.

Chapter Seven of the Zoning and Development Code addresses special regulations and are discussed below. There are no corridor guidelines in place for South Camp Road.

- 6) Section 7.2.F. Nighttime Light Pollution.

This section of the Code is to enforce that all outdoor lights mounted on poles, buildings or trees that are lit between the hours of 10:00 PM and 6:00 AM shall use full cutoff light fixtures. This in conjunction with the TEDS exception that was granted for reduced street lighting in this area. Reduced lighting should help protect the night sky and the neighborhood from excessive lighting. Minimal street lighting will be required where the TEDS committee determined it to be necessary for the public safety of this subdivision.

Street lights will be required at the intersection of public streets, not private streets, and at the bulb out on Red Point Court. Low level lighting is encouraged at the entrance to pedestrian paths.

- 7) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development.

Adequate public utilities are present in the area and the services will be extended throughout the subdivision. Sewer will be extended through the site and an existing lift station will be removed once all the sewer improvements are completed. Presently there is an ingress/egress easement on Lot 1, Block 5, for maintenance of the existing lift station. As part of the future requirements of the development, the easement will be vacated when the lift station is taken out of service. There is an existing 12" Ute Water line for service located in South Camp Road. Telephone, electric and gas is also available in South Camp Road.

- 8) Adequate circulation and access shall be provided to serve all development pods/areas to be developed.

LSC Transportation Consultants prepared the traffic analysis for this project. The study showed no need for improvements to South Camp Road.

The applicants have provided adequate vehicle circulation throughout the proposed subdivision by taking advantage of Chapter 15 in the TEDS manual using the alternative street standards (with the exception of the secondary access requirement, which is addressed elsewhere herein). The applicants are also requesting City Council approval of the private streets proposed in the patio home area.

The intent of using in the "Alternate Residential Street Standards" is to provide flexibility in the creation, approval and use of public street infrastructure that varies from the cross-sectional standards provided in Chapter 5 of TEDS. These proposals are approved administratively and the implementation of these standards should result in "a better solution" allowing alterations to the standard street section that produce benefits to the community. Staff supports the road layout and configuration but does not agree with the applicant as to their lack of sidewalks or paths in some areas.

Section 15.1.6 of TEDS states that the design must provide adequate pedestrian facilities equal or better than existing adopted street sections. Detached walk and additional walk width are encouraged by TEDS. Sidewalks are required to create continuous pedestrian walkways parallel with the public roadway. Generally, if lots front both sides of the street, sidewalk will be required on both sides of the street. In this proposal there are trails provided through open space areas that may be accessed from the rear or sides of the properties, therefore Staff agreed that sidewalks would not be needed on the street side where a path ran along the backside or side yard of the lots. The alternate streets, as proposed, include 40-foot right-of-way, sidewalk on one side of the street and only a 25-foot wide asphalt section. The applicants further feel that narrow streets will help with traffic calming. There is a network of pedestrian paths

proposed to be installed. Most of these paved trails will include both a paved bicycle path and a smooth gravel jogging path.

There are several areas where the Plan does not provide direct access to sidewalks and/or paths from lots. Staff does not agree with the Applicant's reasoning for not providing them since TEDS requires that the proposal "be a better solution". The Applicant feels that the lack of sidewalks in the cul-de-sacs provides a more rural feel to the subdivision therefore less urbanized, and similar to other subdivisions in this area that were developed in the County. The Applicant requested the Planning Commission to determine if this is "a better solution", and allow these areas to remain as proposed without direct access to a pedestrian feature. The Planning Commission declined to make this finding, and forwarded a recommendation to the Council of approval of the Plan with the addition of the specific sidewalk requirements described herein and prescribed in the proposed ordinance.

Private Streets are generally not permitted. The applicants are requesting the use of private streets in the patio home area of the plan. Section 6.7.E.5. requires the City Council to authorize the use of private streets in any development to be served by private streets. Since there will be no "on-street" parking allowed in the patio home area on the private streets, a parking analysis was provided to show that there is sufficient on street parking provided on the streets surrounding the patio home area. Sidewalks and paths will direct pedestrians from the exterior sidewalks to the interior sidewalks and to a 20-foot wide pedestrian trail that will run through this portion of the subdivision. While these will be classified as Private Streets, they will act more as driveways since they do not interconnect, they are a series of small drives with cul-de-sac turn-a-rounds at the end. Staff supports the private streets given the overall design of the Plan including the effective clustering of home types and preservation of unique natural features.

- 9) Appropriate screening and buffering of adjacent property and uses shall be provided.

Along the eastern most portions of the site will be an extensive open space area that will provide a natural buffer. The northern most portion of the project abuts the Redlands Mesa Golf Course, therefore no screening or buffering is required. The western most portion of the project is where eight residential properties will abut another residential subdivision. There is no screening or buffering requirements for residential districts that adjoin other residential districts. The remainder of the site is adjacent to South Camp Road where a landscaping tract is being provided along that section of the road.

- 10) An appropriate range of density for the entire property or for each development pod/area to be developed.

The density for the overall site is 1.12 dwelling units per acre (138.97 acres). The patio home area density, which is 9.66 acres, will be 5.38 dwelling units per acre (7.0% of the site). The single-family residential area consists of 55.91 acres, with a density of 0.80 dwelling units per acre (40.2% of the site). The open space area equals 46.69 acres (33.6%). Public right-of-way consists of 10.04 acres (7.2%). The remainder of the site, placed in tracts for various uses, equals 16.67 acres or 12.0% of the site.

11)An appropriate set of “default” or minimum standards for the entire property or for each development pod/area to be developed.

The default standard for the single family residential areas on ½ acre lots will be those of the R-2 zoning district. The front setback is 20-feet for the principle structure and 25-feet for an accessory structure. Side setbacks are 15-feet for the principle structure and 3-feet for accessory structures. The rear setback is 30-feet for the principle structure and 3-feet for an accessory structure.

The patio home area standards are as follows:

A minimum 14-foot setback is required around the perimeter of the patio home area. This setback is measured from the back of walk and includes Red Park Road, Red Point Road, Red Mesa Road, and Slick Rock Road. The front setback for all garages shall be 20-feet. The side setback between buildings is 10 feet, except for those units that are attached, and then a zero setback is allowed. At final, a dimensioned site design plan shall be recorded with the Final Plat showing the exact building placements. No accessory structures will be allowed.

12)An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.

A phasing schedule for the property has been provided. Five phases are proposed with the first phase to platted by March 1, 2008; Phase 2 - March 1, 2011; Phase 3 - March 1, 2013, Phase 4 - March 1, 2015 and Phase 5 - March 1, 2017. A graphic depiction of the phasing is shown on sheet 3 of the drawings.

13)The property is at least twenty (20) acres in size.

The property is about 139 acres in size, well over the required 20 acre requirement.

b) The applicable preliminary plat criteria in Section 2.8.B of the Zoning and Development Code.

1) The Growth Plan, major street plan, Urban Trails Plan, and other adopted plans:

This was discussed above in regards to Section 2.12.C.2.

2) The purposes of this Section 2.8.B

The purpose of Section 2.8.B. is to ensure conformance with all the provisions of the Zoning and Development Code. Staff feels that the Applicant has addressed the seventeen criteria of conformance with the Growth Plan and other adopted plans and policies; coordination of the public improvements; safeguarding the interests of the public; preserving natural features of the property; prevention and control of erosion, sedimentation and other pollution of surface and subsurface water; restricting building in areas poorly suited for construction; and prevent loss and injury from landslides, mudflows, and other geologic hazards.

3) The Subdivision standards (Section 6.7)

The subdivision standards have been met by providing open space integrated with the subdivision and adjacent property to create an attractive area for active and passive use. There is adequate access to public roads and existing trails in the area. Additional interior trails are planned. Along with single family units there is also zero lot line development in the patio home area. This provides greater usable yard space as suggested in the Zoning and Development Code for Planned Developments, innovative design and a mix of housing types. Although the clustering provisions do not apply to planned developments, the concept is being employed here, derived through the site analysis process. Should the default zone of R-2 become effective due to the expiration or lapse of the Ordinance, the clustering provisions could be applied.

There are some shared driveways in the single family area, and there are several cul-de-sacs provided. The subdivision standards further require that the subdivision include and protect as much of the natural, geologic and other hazard areas as possible. The Plan identifies drainages, washes, and flash flood areas and the detention basins are generically shown on the Plans in the Red Canyon Wash channel. The Applicant's Engineer is requesting flexibility on how and where to design the basins until the final design process because the Corps of Engineers has not yet determined their requirements. The general location shown on the Plan is still effective, from the Staff's point of view, because there is plenty of room within the channel, regardless of how the Corps claims jurisdiction, for location of the specific basins. Specific drainage basin design and location shall be shown on the final plat. Mitigation berms and swales for drainage and rock fall areas are shown on the Plan as easements, which shall be granted to the HOA and designated appropriately on the Final Plat. Based upon general agreement between Staff, Colorado Geological Survey, and Ed Morris of Lincoln DeVore, these will be treated as "as-builts" and covered in the Development Improvements Agreement (DIA). The City will further require that a representative be on site during construction of the rock swales and berms, and that each feature be inspected and approved by the City Engineer. Construction and

installation of these berms is discussed in the report by Lincoln DeVore, Inc. Also a note on the final plat shall state that construction outside of the designated building envelopes is not permitted. Engineered foundations and site grading plans will be required for all lots. Each of these requirements is reflected in the proposed ordinance.

4) The Zoning standards (Chapter 3)

The Zoning of the subdivision to PD is consistent with Section 5.1 of the Zoning and Development Code. The desired flexibility is not available through the application of the standards established in Chapter Three, but the bulk standards of the R-2 district will apply to the single-family residential lots.

5) Other standards and requirements of the Zoning and Development Code and other City policies and regulations

Staff feels that the standards of the Zoning and Development Code as well as TEDS, SWMM and the Redlands Area Plan have been met with this application and can be applied at the Final Plat stage.

6) Adequate public facilities and services will be available concurrent with the subdivision

Adequate public facilities are in the area and can be extended to serve the proposed subdivision.

7) The project will have little or no adverse or negative impacts upon the natural or social environment

With the proposed easements and supervised construction there should be minimal adverse impacts upon the natural environment. The social environment will change as more needed housing is provided for the community when none existed previously, but this should not be an adverse impact.

8) Compatibility with existing and proposed development on adjacent properties

Compatibility will be obtained by providing single family residences on the periphery of the property where the development potential is more constrained, and cluster of higher density homes in the area where higher development potential exists. This was determined through the site analysis process.

9) Adjacent agricultural property and land uses will not be harmed.

There are no agricultural uses adjacent to this site. Adjacent residential uses will not be harmed by more residential uses.

10)Is neither piecemeal development nor premature development of agricultural land or other unique areas.

The proposed plan is neither piecemeal nor premature development of agricultural land. The property is unique in its geological formations; these are being preserved as open space areas.

11)There is adequate land to dedicate for provision of public services.

There is adequate land available throughout the proposed subdivision for easements for public utilities and services.

12)This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities.

The City should not see an undue burden for maintenance or improvements. There are currently discussions with the City's Parks and Recreation Department regarding land dedication or trail easements. The Parks Department would like to obtain a section of property that will connect two existing parcels owned by the City in the upper north east section of the project. The discussions are such that the area could be dedicated to the City for continuation and access of existing pedestrian trails, or easements provided for connecting the trails. At final design stages this will need to be decided. Ownership would then dictate who maintains the area.

The HOA will be responsible for maintenance of drainage and detention areas and the developer will be required to grant an access and maintenance easement to said HOA for this purpose. The City will also have access to these areas for stormwater management purposes in accordance with the law. The HOA will also be responsible for the maintenance of the private streets. TEDS as well as the proposed ordinance requires a TEDS-compliant Private Streets Agreement to be in place and recorded with the Final Plat.

c) The applicable site plan review criteria in Section 2.2.D.4 of the Zoning and Development Code.

1) Adopted plans and policies such as the Growth Plan, applicable corridor or neighborhood plans, the major street plan, trails plan and the parks plan.

These items have previously been addressed in this Staff report.

2) Conditions of any prior approvals

There are no prior City approvals on this site. The County had previously zoned this property with a Planned Development designation but not other action was taken on the property that conditions it.

- 3) Other Code requirements including rules of the zoning district, applicable use specific standards of Chapter Three of the Zoning and Development Code and the design and improvement standards of Chapter Six of the Code.

These items have been addressed above and with the preliminary plat criteria in Section 2.8.B.

4) Quality site design practices:

Quality site design practices are outlined in Section 2.2.D.4.b (4) (A thru K) in the Zoning and Development Code. The Plan efficiently organizes the development in relation to the topography. Erosion areas are left to their natural state with the addition of mitigation measures described herein and sufficient to protect life and property. Exterior lighting will be minimized to lessen impact on night sky visibility. All utility service lines shall be undergrounded. Pedestrian and bicycle access are provided through the site. Some pedestrian accesses will also double as maintenance vehicle access points to drainage and detention areas. All public facilities and utilities shall be available concurrent with the development.

- d) The approved ODP, if applicable.

There is no approved ODP for this project.

- e) The approved PD rezoning ordinance, if adopted with an ODP.

The PD Ordinance is also the zone of annexation for this project. There is no ODP for this project, therefore the PD zoning shall be established with the Preliminary Development Plan and approved by City Council.

- f) An appropriate, specific density for all areas included in the preliminary plan approval.

The specific density for this project is 52 patio homes, which calculates to 5.38 dwelling units per acre; and 103 single family detached homes located on ½ acre or greater lots, for a density of 0.80 dwelling units per acre.

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

There is no ODP for this project and the plan extends well over five acres in size at almost 139 acres.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Fletcher Annexation, ANX-2006-108 and the Red Rocks Valley application, file number PP-2006-217 for a Planned Development, Preliminary Development Plan, Staff makes the following findings of fact and conclusions with respect to the zoning and Plan proposed by the Applicant:

1. The Planned Development zone and Preliminary Development Plan are consistent with the goals and policies of the Growth Plan.
2. The goals and policies of the Redlands Area Plan have been met.
3. The review criteria in Section 2.6.A.3 and 4 of the Zoning and Development Code have been met.
4. The review criteria in Section 2.12.C.2 of the Zoning and Development Code have been met.
5. The review criteria in Section 2.8.B of the Zoning and Development Code have all been met.
6. The review criteria in Section 2.2.D.4 of the Zoning and Development Code have all been met.
7. The review criteria of Section 15.1.6 of TEDS are not entirely met by the Plan due to the lack of a direct connection for some lots to sidewalks or paths in the subdivision. Staff and Planning Commission recommend direct connections from all lots to pedestrian facilities. These connections include:
 - Sidewalk on both sides of Slick Rock Road;
 - Sidewalks on both sides of Red Park Road;
 - Sidewalk on Grand Cache Court, continuing around the entire cul-de-sac and both sides of the street;
 - Sidewalk on both sides on Red Pointe Road between Red Mesa Road and Red Park Road.
 - Sidewalk around the cul-de-sac on Crevice Court to the trail in Red Canyon.
8. The proposed phasing schedule shall be as follows:

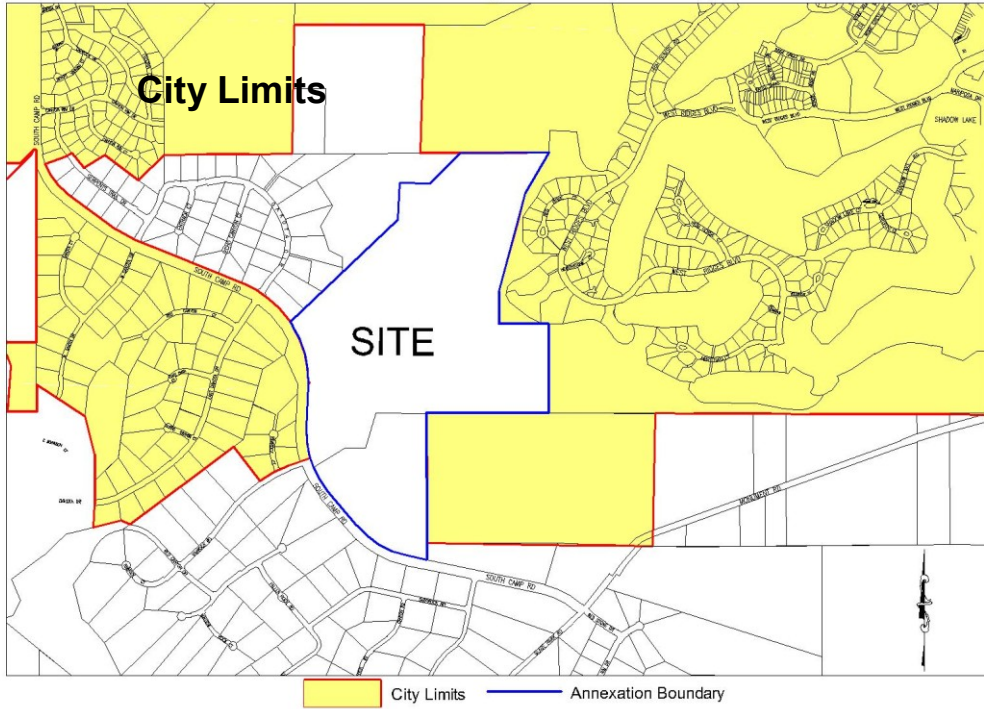
First phase to platted by March 1, 2008;
Phase 2 - March 1, 2011;
Phase 3 - March 1, 2013,
Phase 4 - March 1, 2015 and
Phase 5 - March 1, 2017. A graphic depiction of the phasing is shown on sheet 3 of the drawings.

9. TEDS exception #13-07 has been granted for reduced lighting.
10. City Council approval is required for the private streets proposed for the patio home area. All other local streets meet the Alternate Residential Street Standards found in Chapter 15 of TEDS.
11. A dimensioned site plan for the patio home area is required with the final plat.
12. Trail connections near the existing City properties in the northeast area of the site shall be dedicated to the City and shown on the Final Plat being recorded.

Site Location Map

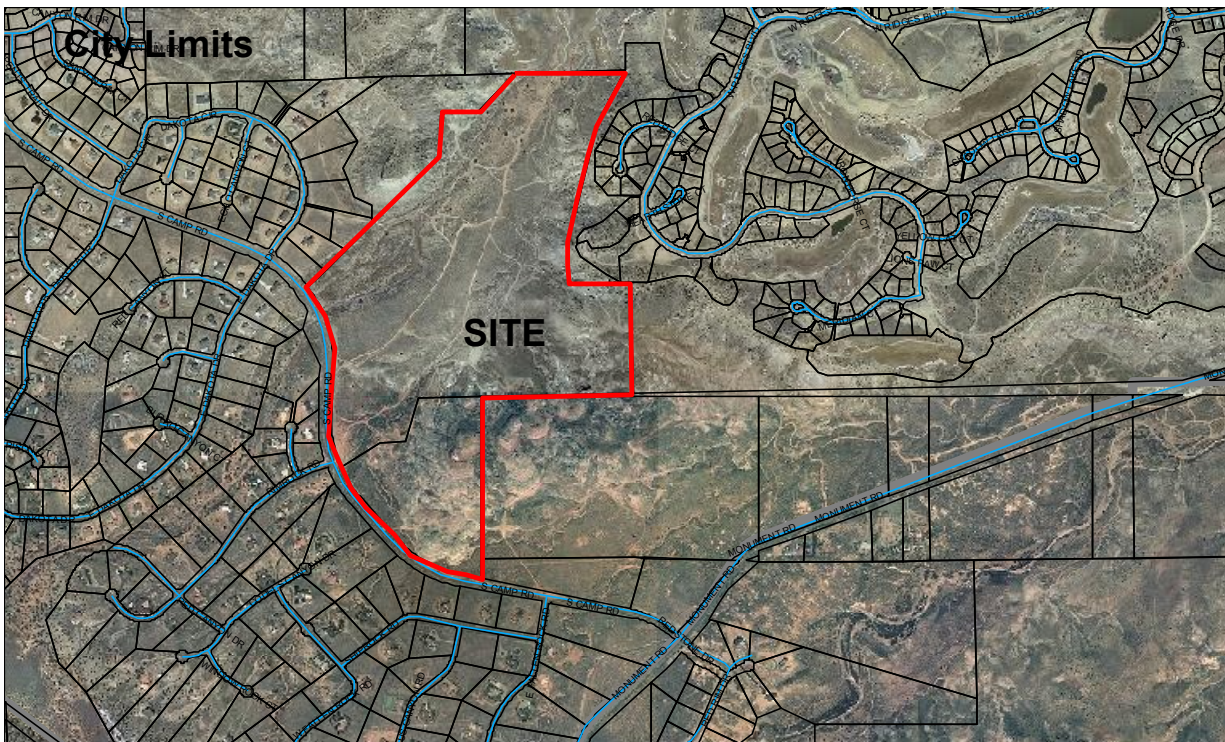
Fletcher Annexation

Fletcher Annexation
Figure 5



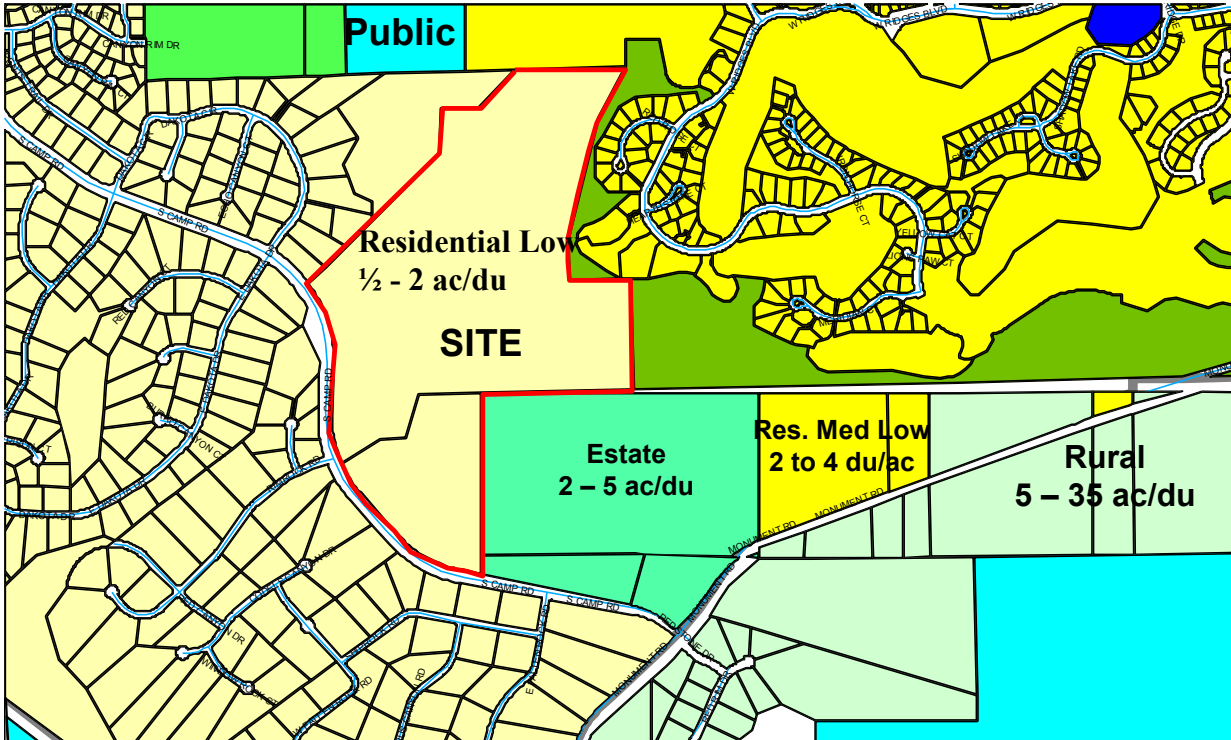
Aerial Photo Map

Fletcher Annexation



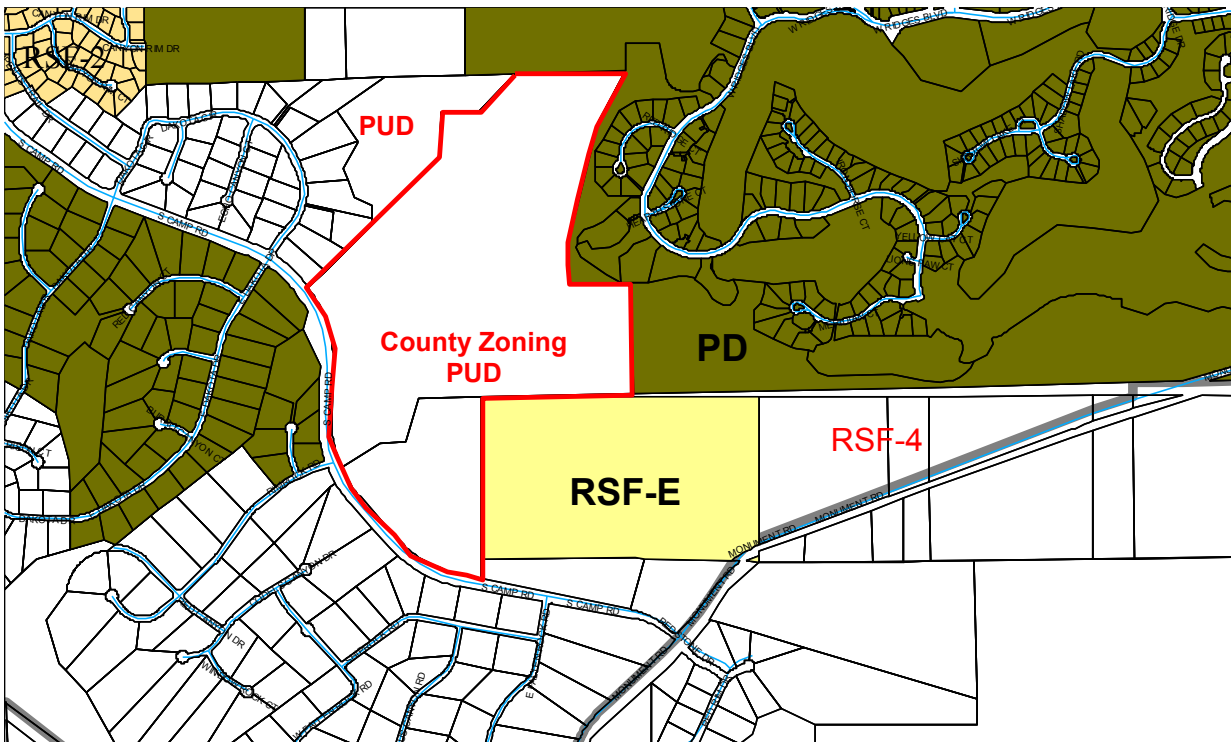
Future Land Use Map

Fletcher Annexation



Existing City and County Zoning

Fletcher Annexation



July 14, 2006

Planning Commission
City Hall
250 North 5th Street
Grand Junction, Colorado 81501


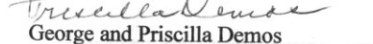
Attn: Lori Bowers

Re: ANX-2006-108 Fletcher Annexation

To whom it may concern:

We are residents of Monument Valley Estates and are writing to oppose the proposed development zoning request to zone 139 acres from a County PD to a City RSF-2 zone district. We believe that the appropriate zoning for the Development should be RSF-1 to match the existing neighboring developments. We have lived on Rimrock Court, one block off South Camp Road, for ten years. To develop the 139 acres across the street, as proposed, would change the character of the existing subdivision and create tremendous traffic problems. We concur with the opinions stated in the enclosed copy of a letter, dated June 8, from our neighbors, Greg and Karen Urban.

Respectfully submitted,



George and Priscilla Demos

309 Rimrock Court
Grand Junction, Colorado 81503

Enclosure

June 27, 2006

To: ATTN: Lori Bowers

Planning Commission

Grand Junction City Hall

250 N 5th St.

Grand Junction, CO 81501

RE: ANX-2006-108 Fletcher Annexation

To Whom It May Concern:

We oppose the proposed annexation and zoning change for this parcel. It does not fit with the existing contiguous neighborhood, and it presents traffic issues and lighting issues that compromise those existing developments.

Several items from the city's Context for Planning documents must be considered.

Is this development appropriate for the existing community? No. It's much higher density, presenting significant traffic impact on South Camp Rd.

Is there an identifiable focus on preserving environmental quality? No. Its density, its lack of concern for usable open space, its impact on local vegetation and wildlife all indicate the answer is no. Further, the developer proposes to significantly alter the native landscape, removing geological landmarks.

Are the factors that shape the quality of life in the neighborhood clear? No. Its density, its impact on traffic patterns, and its significant light and noise pollution argue against it.

It may be true that original zoning allowed 3 units per acre, but times have changed, and it's clear that the proposed density would overwhelm the existing neighborhood. The developer might argue that the request is only for 2 units, but that is deceptive given the amount of unusable land. The actual density would be much, much heavier.

We are particularly concerned with the major intersection the developers propose at the corner of South Camp and Rimrock Rd. As currently designed, this is where the bulk of traffic for the development will enter and leave. It is on an already strained curve. Traffic using Rimrock to the west must proceed with caution. We have witnessed many near accidents. A stop sign on South Camp would change the nature of the road, and probably end up causing even more accidents. A stop light would change the character of the neighborhood, also causing collateral problems.

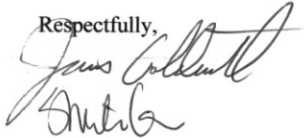
The current bicycle traffic is stressed at this stretch of road. Adding 300-400 cars using this intersection would be a disaster.

We cherish the absence of street lights in our neighborhood. We strongly oppose a development that would necessitate their use.

We request that the Planning Commission permit a rezone only to RSF 1, and that the Planning Commission ensure that the development fits the character of the existing community, and that it includes the open space and park land that a new community deserves. The development will happen only once. We urge the Commission to ensure that the development occur in a quality fashion.

In addition, we refer the Commission to the excellent letter submitted by Karen and Greg Urban. We agree with most of its substance.

Respectfully,

Handwritten signatures of James and Sheila Goldsmith. The signature for James is written in dark ink and is more prominent, while Sheila's signature is written in a lighter ink below it.

James & Sheila Goldsmith
2244 Rimrock Rd.
Grand Junction, CO 81503

June 8, 2006

To: ATTN: Lori Bowers
Planning Commission
City Hall,
250 North 5th Street
Grand Junction, CO 81501

RE: ANX-2006-108 Fletcher Annexation

To whom it may concern:

We oppose the proposed Development zoning request to zone 139 acres from a County PD to a City RSF-2 zone district. The appropriate zoning for the proposed Development should be RSF 1 in order to match what already exists in ALL of the immediately adjacent developments. Also of special consideration is the contiguous location of the proposed Development to the East corridor entrance to the Colorado National Monument.

The City of Grand Junction's Context for Planning documents several items that must be considered upon the request for the zoning change for this new Development. Is the Development appropriate for the current community? Is there an identifiable focus on preserving environmental quality? Are the factors that shape the quality of life in a neighborhood clear for the proposed New Development? Items such as availability of parks and open space, a sense of tranquility and safety, friendliness and neighborhood pride should be considered. New development should be compatible with the existing neighbors and that is not what is visible in this proposed Development. The Growth Plan for the City of Grand Junction specifically states that a community must actively manage its growth and respond to changing circumstances if it is to meet the needs of its residents AND RETAIN THE QUALITY OF LIFE THAT INITIALLY ATTRACTED THOSE RESIDENTS TO THE COMMUNITY. We recognize that development will take place in this area; we require that the area maintain compatibility with the existing neighbors surrounding it. This may be accomplished by appropriate zoning that does not exceed RSF-1.

The City of Grand Junction Parks Master Plan clearly recommends several neighborhood parks located throughout the Redlands Area. They note specific criteria including that the park should be a 5-10 minute walk in a ½ mile radius. The Developer plans for nearly 100 new homes and no neighborhood park. The reason for Planning per the City of Grand Junction includes addressing the need for open space requirements and acknowledges that the dedication of adequate open space can help to ensure the long term integrity of individual neighborhoods. In the Growth Plan the context for planning notes that new development in areas which are not now urban must include parks to replace

some of the open space benefits of the undeveloped land. The new development should include:

1. Continuation of the paved walkway on the North Side of South Camp Road to provide symmetry like the rest of South Camp Road (except for the current undeveloped area).
2. A turn lane at all entrances and exits off of South Camp Road.
3. A bike lane. The proposed entrance/exit road (Rimrock Road) is located at a point where cars exiting the new development who want to turn left (east) onto South Camp have to deal with a curve and cars/bikes coming from the west are not seen in the distance Blind spot). Currently cars/bikes traveling west on South Camp Road wanting to turn left (South) onto Rimrock Road must proceed with caution due to the limited visibility of cars/bikes traveling east on South Camp Road.
4. At a recent neighborhood meeting, the Developers suggested a plan that included around 39 acres of what they called open space; however, the areas they include do not fit the definition of open space. The areas they included were part of the floodplain and nearly 39 acres of rock walls that are nearly unscaleable let alone buildable.

How does the proposed Development address the concerns clearly documented in the Redlands Neighborhood Plan as it notes the location of the Colorado National Monument? The proposed Development is contiguous to the Monument and so must follow the broad principles identified in the Plan. The proposed Development erases and blocks the primary migratory pathway (Red Canyon, for example) for wildlife moving between the Monument and the Colorado River. This includes packs of coyotes, mountain lions and bobcats.

How do the developers address the issue of the Floodplain (Red Canyon) which goes through the development? Do they ensure the safety of the persons and homes in the area? How? Are the potential owners of homes in or near the floodplain exposed to undo hazards? Do the developers protect the integrity of the floodplain?

Also, how do the Developers document their effort to avoid nighttime light pollution, minimize contact with domestic pets and enhance or maintain the movement corridor for the wildlife?

Based on the specific goal and policies of the Growth Plan, the impact of new development on the natural values and resources of the Monument should be minimized or avoided and we question how the new Development responds to that goal.

The Growth Plan also requires that new developments along the border of the Colorado National Monument not exceed 1 dwelling per 5 acres, promote the use of native plants for landscaping new developments adjacent to the Monument and WASHES coming from the development (like Red Canyon). It may also be noted that based on the present location of the proposed Development, it is impossible to maintain a native landscape as all of the adjacent neighborhoods do. By the presented plan, most of the lots would require significant infill to change the elevations to allow building. There has been suggestion of removing one of the hillsides of the horizon to accomplish this.

Land subject to hazardous conditions such as flash flooding shall be identified in all applications, and development shall not be permitted in these areas unless the application provides for the avoidance of the particular hazard. Does this proposed Development meet this requirement?

We request that the Colorado Division of Wildlife and the Museum of Western Colorado review the planned Development so that destruction of irreplaceable elements, a negative impact on a paleontologic/prehistoric or archaeological site does not occur. Alteration of a native wildlife corridor would put wildlife and current residents at risk. According to the Master Plan, a comprehensive inventory of paleontologic resources in the proposed Development in conjunction with the Museum of Western Colorado is appropriate.

Please note that according to the Grand Junction Redlands Neighborhood Plan the Red Canyon is a mapped drainage and wash and provides important value and function to the residents of the Redlands area and requires the use of best management practice and protection. This wash and canyon is contiguous and consistent with the absence of residential development in Redlands Mesa Golf Course.

The Community Image/Character Action Plan recognizes that the Monument Road and South Camp Road are important corridors on the Redlands because of their approach to the Colorado National Monument. It states that the Redlands has a distinct character, with the varying topography, scenic vistas, open and somewhat rural feel. One goal of the Plan is to achieve high quality development on the Redlands in terms of site planning and architectural design. The proposed Development is within 1 mile of the East entrance to the Colorado National Monument. The proposed Development is adjacent to Monument Valley which has homes on lots of over 1 acre to about 5 acres. Redstone is nearby with homes on lots of over 1 acre to about 5 acres. The proposed Development should be the same (RSF-1, which is low NOT RSF-2 which is medium low).

We request close review of the request and find ourselves with strong support from many residents of Monument Valley in our opposition to allow a higher density than what currently exists in the neighborhood so close to the Colorado National Monument. We moved here over 10 years ago to enjoy the views of the Monument, the peaceful and rural nature of the Monument Valley Development, the dark and beautiful night sky; we hope that this neighborhood may maintain the distinct and unique rural atmosphere that presently exists.

Respectfully submitted,

Karen & Greg Urban
313 Rimrock Court
Grand Junction, CO 81503

Cc: Division of Wildlife
Museum of Western Colorado

Lori,

After reading the staff report I have several comments about the zone of annexation and Red Rocks Valley Subdivision.

I have been interested in how this land would develop. With the natural topography and drainages on this property I knew it would be a challenge. After reading the report several things have come to mind.

1. Even though there is more open space than is required of a development of this size I question whether this open space is really usable for the future residents. It might be nice to look at but can they do anything with it? I would hope at final design there is open space that is actually usable by the residents rather than just drainages and steep hillsides.

2. I believe having private streets in the patio home area is not a good idea. What is the reasoning of the developer for private streets? Are they private so they can escape city street requirements? No on street parking is allowed in the patio homes since there will be no room. Where will visitors park? Will the visitors park on the streets behind the patio homes across from the single family dwellings? There must be parking within the patio home development for excess vehicles of residents as well as visitors.

Where will residents of the patio homes park their recreational vehicles? Many will have boats, RV's etc. Also, it is stated in the project report that the HOA will maintain the private streets. Will there be a separate HOA for the patio homes? It does not seem right that all the single family homes in the subdivision would be required to maintain the private streets in the patio home development.

3. When looking at the preliminary plans which I realize are not the final plans, I see a much denser subdivision than the existing subdivisions which surround this development. It does not appear to be compatible as most are on 1-5 acre lots. Because of the topographical issues with this parcel it appears the developer is trying to crowd as many homes into the subdivision as possible to make up for the topographical constraints.

4. The developer does not want to build sidewalks and connecting pedestrian trails in some portions of the development. I question the reasoning of the

developer for wanting to build this subdivision similar to other developments that were built in the county. The county has not typically designed to urban standards since it deals with more rural settings. If the developer is asking for annexation to the city with all city services he should be required to design to city standards.

5. There was no mention of a traffic study. Doesn't there need to be a traffic study for a development of this size which will generate over a thousand trips a day upon buildout?
6. What about accel and decel lanes on Southcamp Road?
7. Will there be a provision for a street connection between the adjacent development to the north or to Redlands Mesa or will everyone have to go to Southcamp Road to access this subdivision by vehicle.
8. I see the old lift-station will be removed. Won't the developer have to build a new lift-station since much of this development is below Southcamp Road? Who is responsible for the maintenance of this lift-station if one is required?

I believe this land will be developed but I question the density being proposed even though the developer is providing lots of open space. The questions is--Did he really have a choice due to the topography and is it really desirable for the future resident's use? Also, is this development compatible with existing developments adjacent to it? I think not.

Thanks,

Terri Binder

LAND USE SUMMARY	
ACRES	PERCENT
PATIO HOME LOTS	8.86 7.0%
1/2 ACRE LOTS	55.81 45.2%
PUBLIC PARK	10.04 8.2%
OPEN SPACE	46.69 38.0%
TRAILS	18.67 15.1%
TOTAL	138.87 100.0%
TOTAL LOTS	155
DENSITY	1.12 UNITS PER ACRE

PLANNED DEVELOPMENT W/ UNDERLYING RESIDENTIAL SINGLE FAMILY 2-3 ZONE DISTRICT BULK REQUIREMENTS:	
MINIMUM LOT AREA	17,000 S.F.
MINIMUM STREET FRONTAGE (CUL-DE-SAC)	50 FEET (30 FEET)
MINIMUM HEIGHT OF STRUCTURES	35 FEET
MINIMUM FRONT YARD SETBACK	20 FEET
PRINCIPAL STRUCTURE	25 FEET
ACCESSORY STRUCTURE	5 FEET
MINIMUM SIDE YARD SETBACK	15 FEET
PRINCIPAL STRUCTURE	5 FEET
ACCESSORY STRUCTURE	5 FEET
MINIMUM REAR YARD SETBACK	30 FEET
PRINCIPAL STRUCTURE	5 FEET
ACCESSORY STRUCTURE	5 FEET
MAXIMUM COVERAGE OF LOT BY STRUCTURES	30%

NOTE:
ZONE DISTRICT BULK REQUIREMENTS DO NOT APPLY TO THE PATIO HOME LOTS

SW1/4 NE1/4

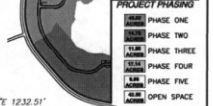
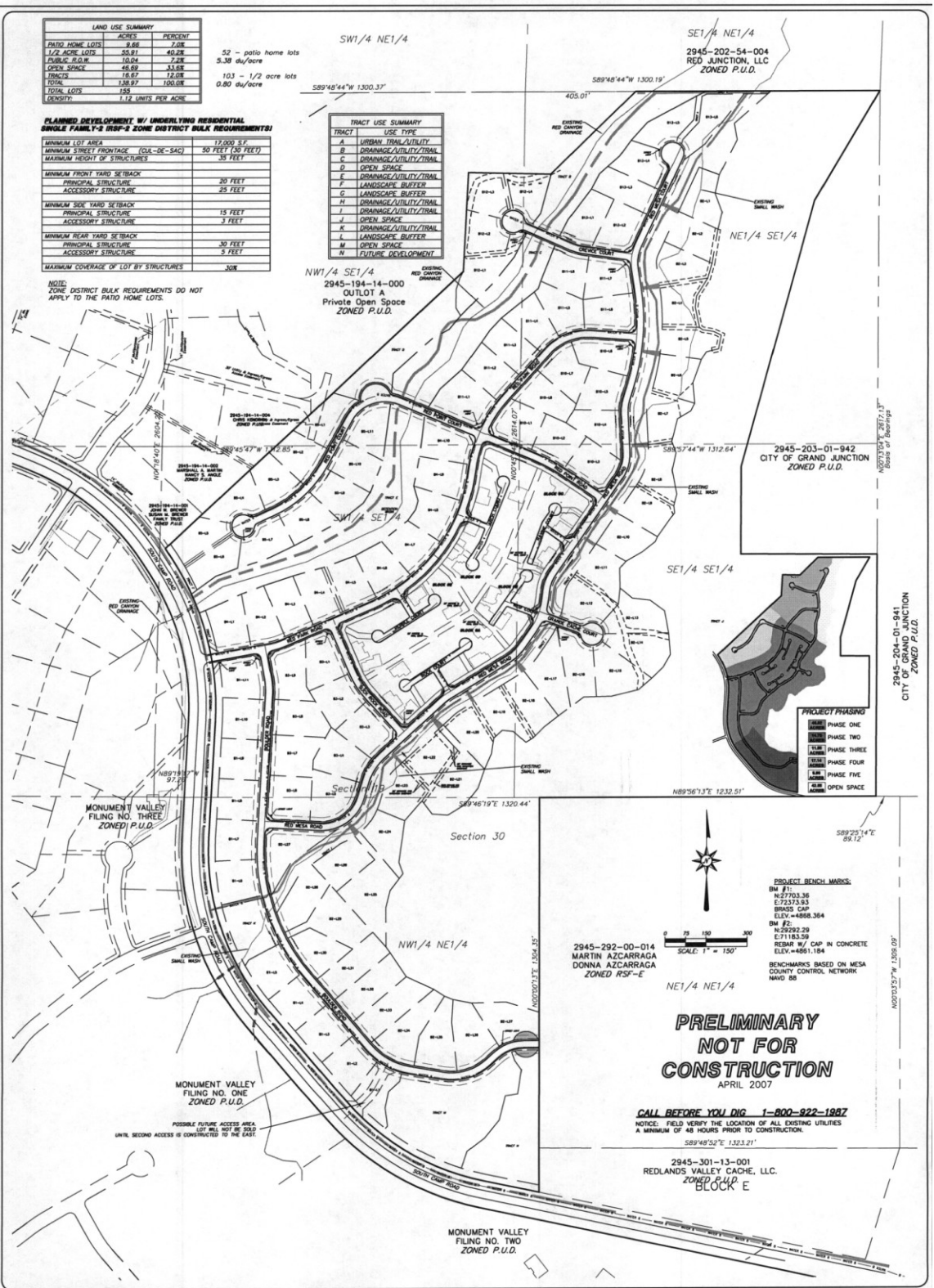
SE1/4 NE1/4
2945-202-54-004
RED JUNCTION, LLC
ZONED P.U.D.

TRACT	USE TYPE
A	URBAN TRAIL/UTILITY
B	DRAINAGE/UTILITY/TRAIL
C	DRAINAGE/UTILITY/TRAIL
D	OPEN SPACE
E	DRAINAGE/UTILITY/TRAIL
F	LANDSCAPE BUFFER
G	LANDSCAPE BUFFER
H	DRAINAGE/UTILITY/TRAIL
I	DRAINAGE/UTILITY/TRAIL
J	LANDSCAPE BUFFER
K	DRAINAGE/UTILITY/TRAIL
L	LANDSCAPE BUFFER
M	OPEN SPACE
N	FUTURE DEVELOPMENT

NW1/4 SE1/4
2945-194-14-000
OUTLOT A
Private Open Space
ZONED P.U.D.

2945-203-01-942
CITY OF GRAND JUNCTION
ZONED P.U.D.

2945-204-01-941
CITY OF GRAND JUNCTION
ZONED P.U.D.



SCALE: 1" = 150'

**PRELIMINARY
NOT FOR
CONSTRUCTION**
APRIL 2007

CALL BEFORE YOU DIG 1-800-922-1997
NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

2945-301-13-001
REDLANDS VALLEY CACHE, LLC.
ZONED P.U.D.
BLOCK E

3
31

RED ROCKS VALLEY

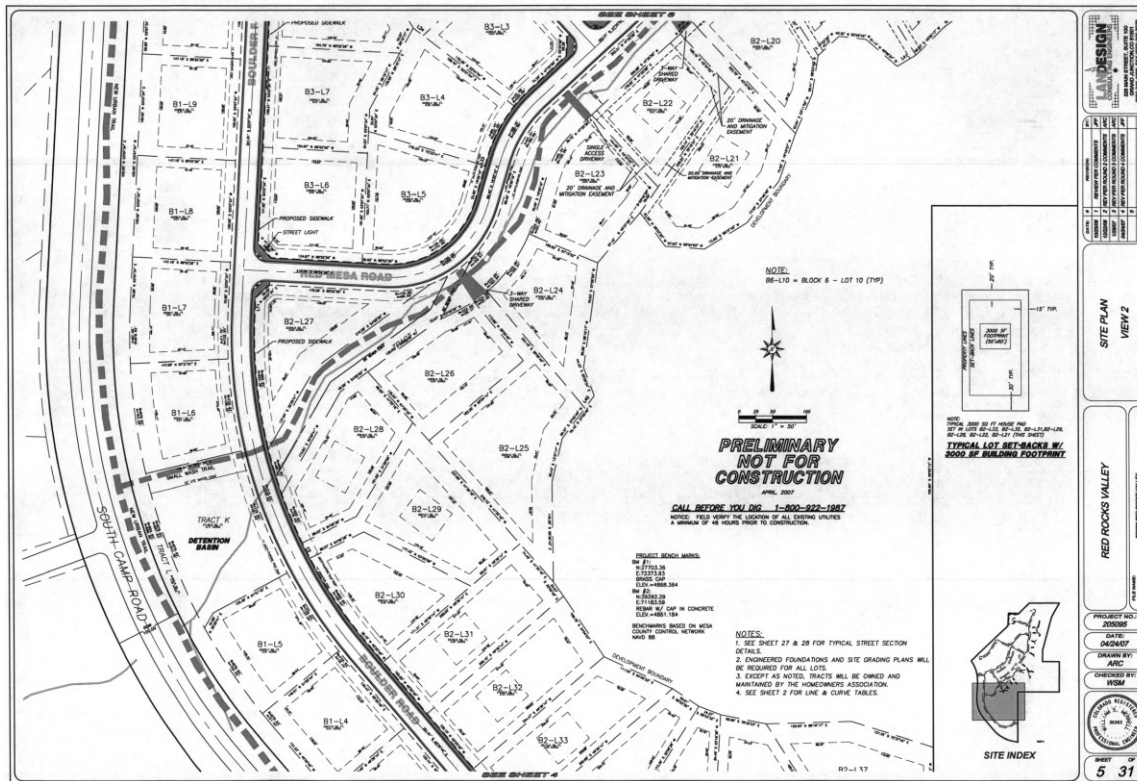
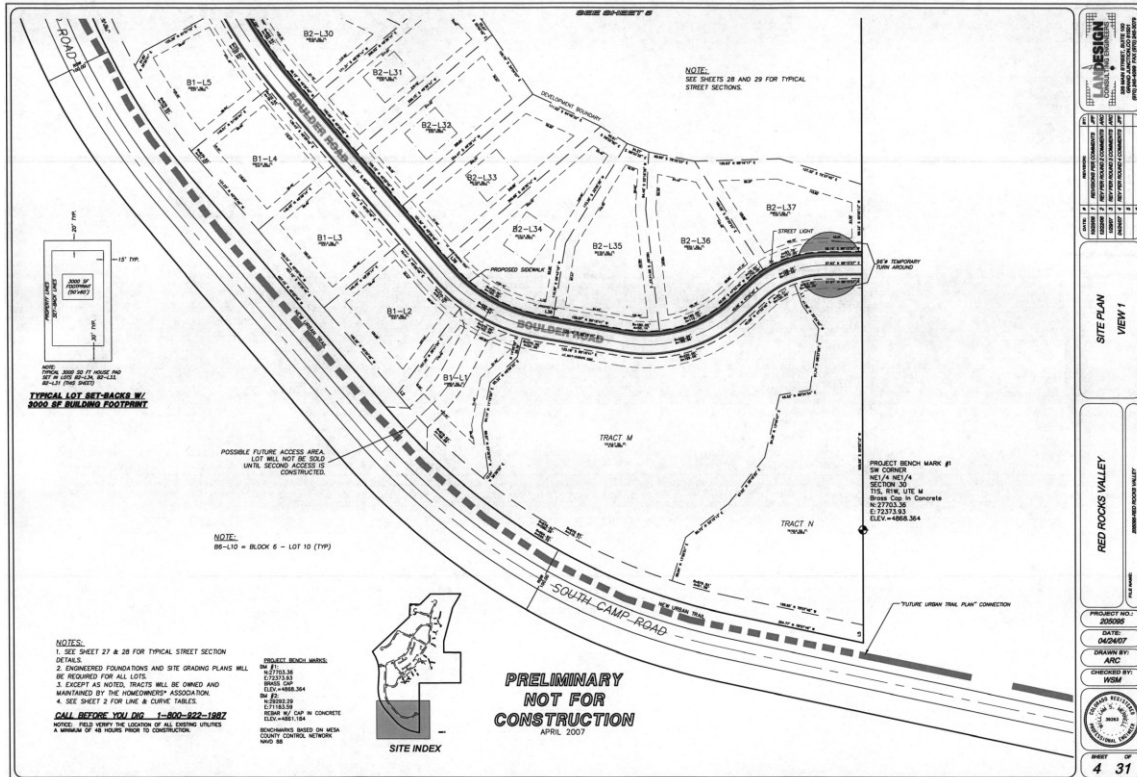
OVERALL SITE

FILE NAME: 200606-RED ROCKS VALLEY

DATE	#	REVISION	BY
10/20/06	1	REVIEW PER COMMENTS	JPF
10/20/06	2	REV PER ROUND 2 COMMENTS	JAC
10/20/07	3	REV PER ROUND 3 COMMENTS	JAC
04/04/07	4	REV PER ROUND 4 COMMENTS	JPF
	5		
	6		

LANDESIGN
CONSULTING ENGINEERS

320 MAIN STREET, SUITE 100
GRAND JUNCTION, CO 81501
(970) 245-4000 FAX (970) 245-9078



CALL BEFORE YOU DIG 1-800-922-1987
 NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES
 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.



PROJECT BENCH MARKS
 BM 771.06
 5.7515183
 57155.547
 57155.544
 BM 772.00
 5.7115219
 57155.519
 57155.518
 BENCHMARKS BASED ON NADA
 LOCAL CONTROL NETWORK
 WAD 88

- NOTES:
- SEE SHEET 27 & 28 FOR TYPICAL STREET SECTION DETAILS.
 - ENGINEERED FOUNDATIONS AND SITE GRADING PLANS WILL BE REQUIRED FOR ALL LOTS.
 - EXCEPT AS NOTED, TRACTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
 - SEE SHEET 2 FOR LINE & CURVE TABLES.

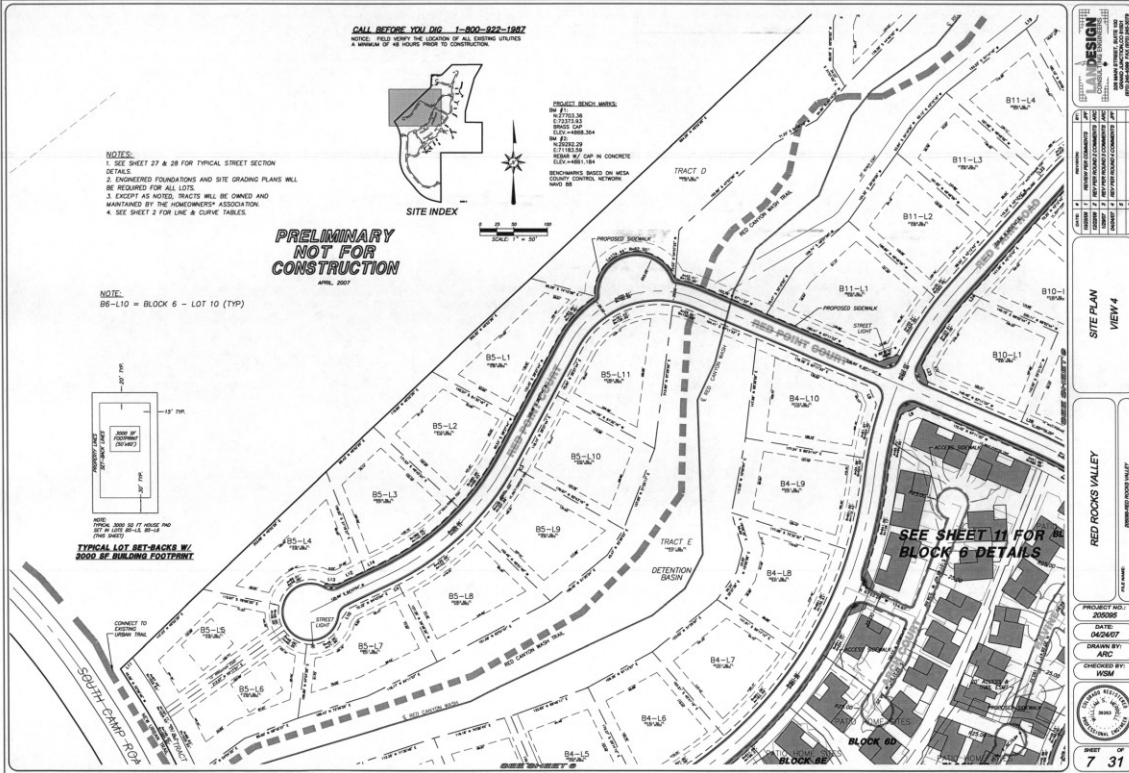
**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

APRIL 2007

NOTE:
 B5-L10 = BLOCK 6 - LOT 10 (TYP)



TYPICAL LOT SET-BACKS BY 2000 sq. FOOTING FOOTPRINT



SEE SHEET 11 FOR
 BLOCK 6 DETAILS

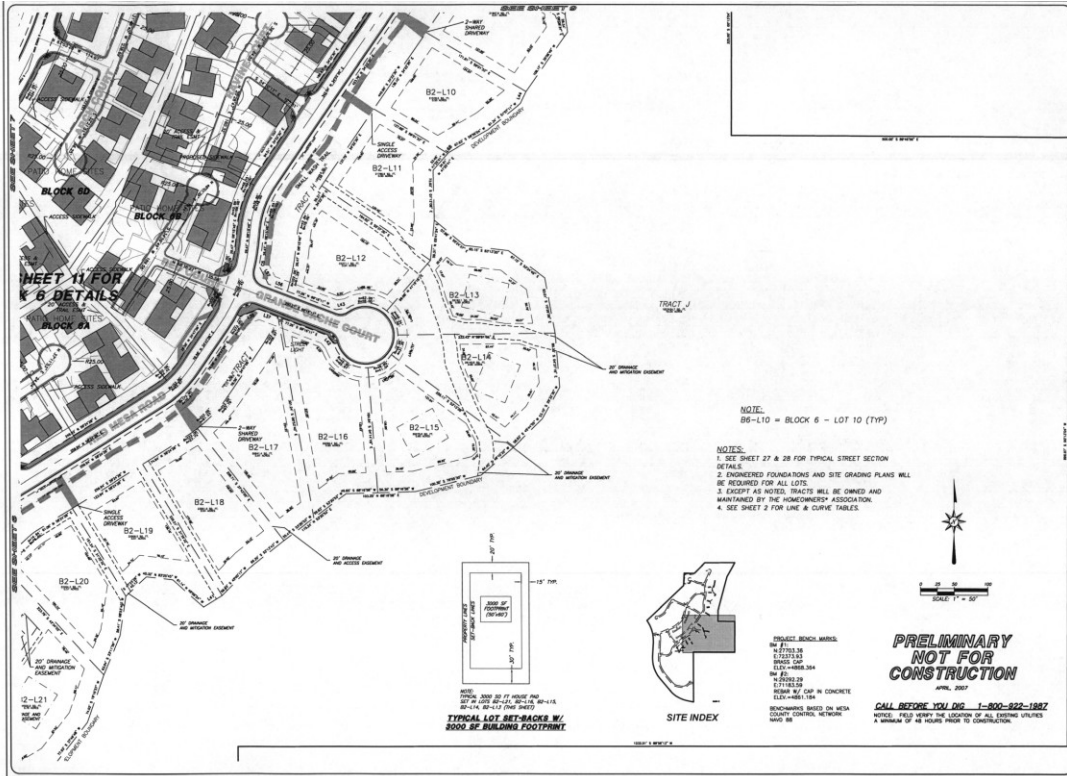
LAND DESIGN
 10000 W. 100th Ave., Suite 100
 Greenwood, CO 80045
 (303) 441-1111
 www.landdesign.com

PROJECT NO.	200608
DATE	04/06/07
DRAWN BY	ABC
CHECKED BY	WDM

RED ROCKS VALLEY
 10000 W. 100th Ave., Suite 100
 Greenwood, CO 80045
 (303) 441-1111
 www.redrockvalley.com

PROJECT NO. 200608
 DATE 04/06/07
 DRAWN BY ABC
 CHECKED BY WDM

7 OF **31**



LAND DESIGN

RED ROCKS VALLEY

PROJECT NO. 200608

DATE: 04/01/07

DRAWN BY: ARC

CHECKED BY: WSM

SCALE: 1" = 50'

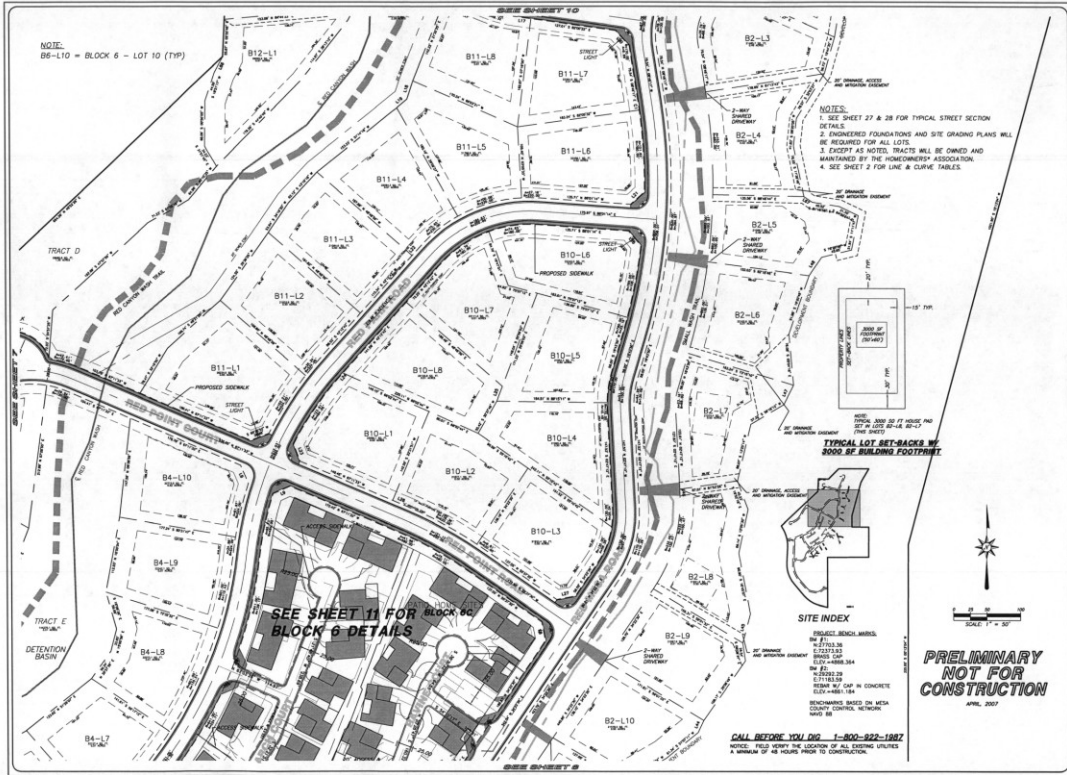
APRIL 2007

PRELIMINARY NOT FOR CONSTRUCTION

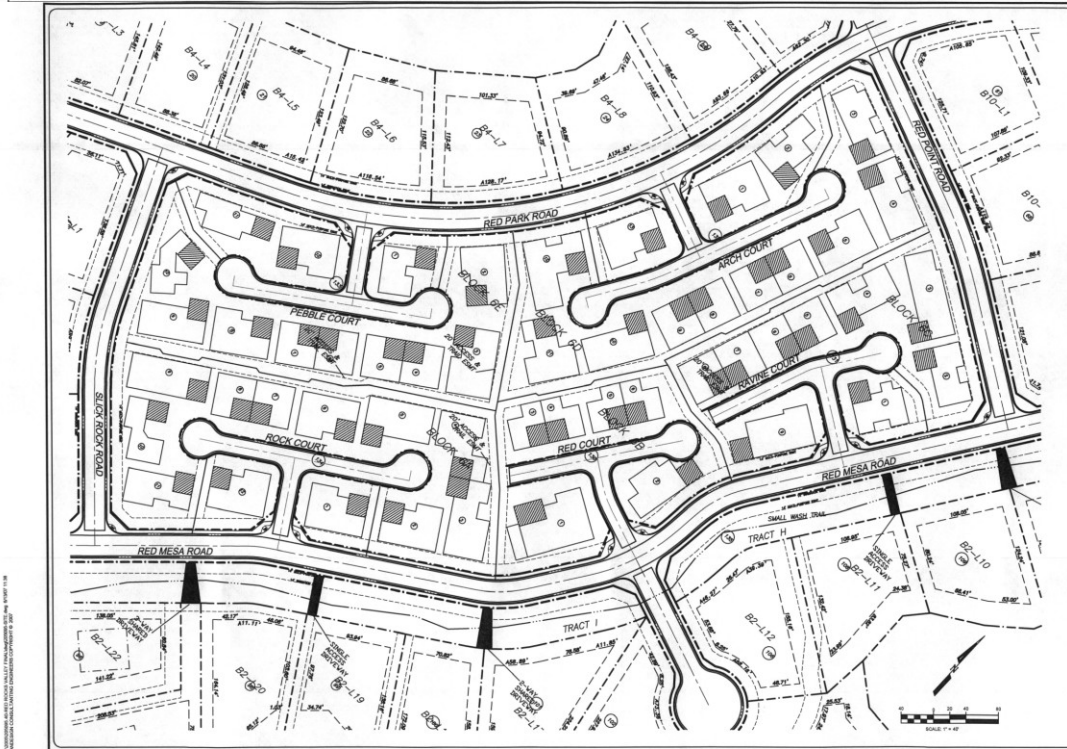
CALL BEFORE YOU DIG 1-800-922-1887

NOTES: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

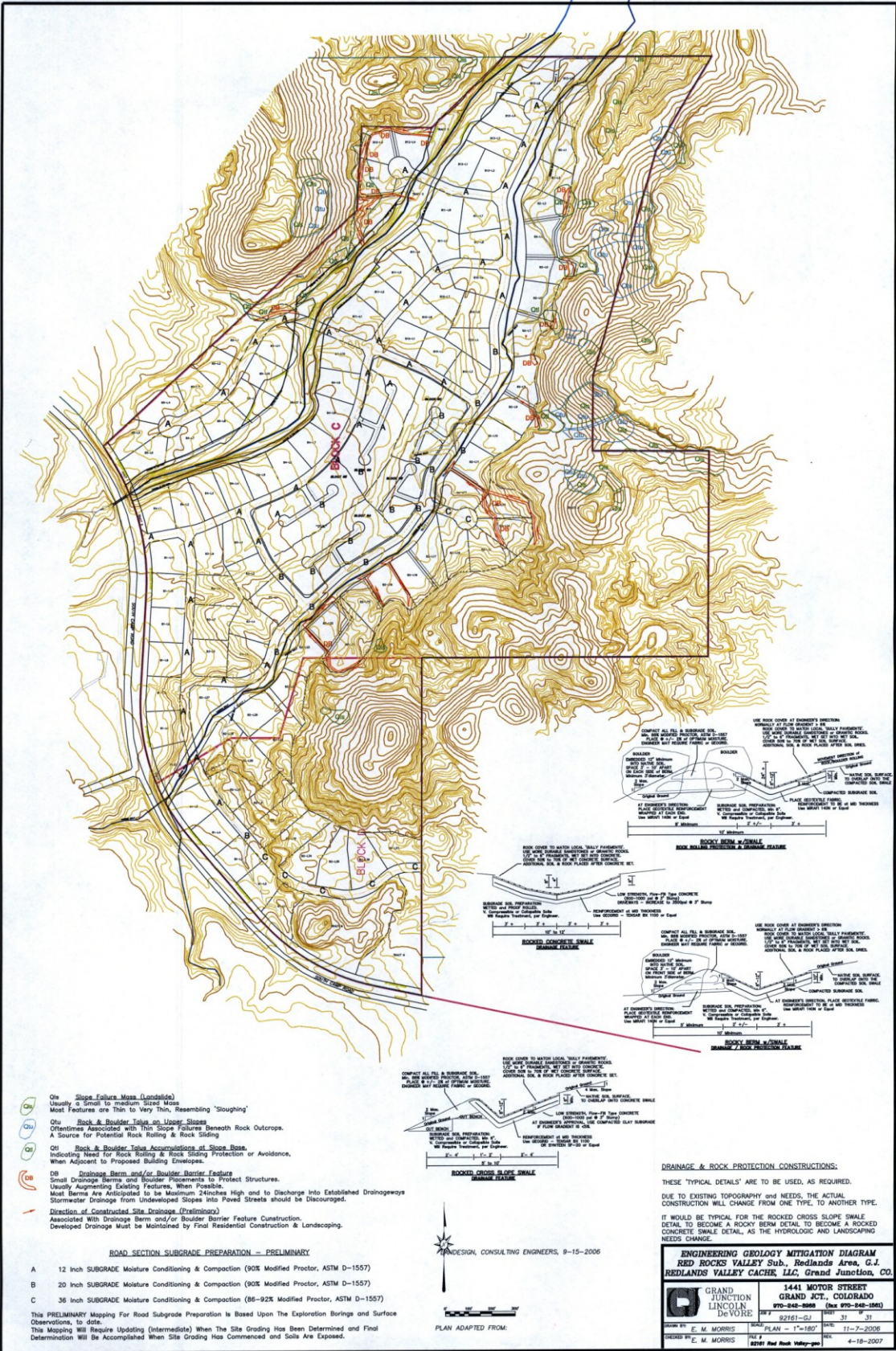
SHEET 8 OF 31



PROJECT NO.	200909
DATE	04/04/07
DRAWN BY	ARC
CHECKED BY	ROM
SHEET OF	9 31



PROJECT NO.	200909
DATE	04/04/07
DRAWN BY	ARC
CHECKED BY	ROM
SHEET OF	40



- CM** Slope Failure Mass (landslide)
Usually a Small to medium Sized Mass
Most Features are Thin to Very Thin, Resembling "Sloping"
- CR** Rock & Boulder Take on Upper Slopes
Often Associated with Thin Slope Failures Beneath Rock Outcrops.
A Source for Potential Rock Rolling & Rock Sliding
- CS** Rock & Boulder Take Accumulations at Slope Base
Indicating Need for Rock Rolling & Rock Sliding Protection or Avoidance
When Adjacent to Proposed Building Envelopes.
- DB** Drainage Berm and/or Boulder Barrier Feature
Small Drainage Berms and Boulder Placements to Protect Structures.
Usually Augmenting Existing Features, When Possible.
Most Berms are Anticipated to be Maximum 24 inches High and to Discharge into Established Drainageways
Stormwater Drainage from Undeveloped Slopes into Paved Streets should be Discouraged.
- DR** Direction of Constructed Site Drainage (Drainage)
Associated With Drainage Berm and/or Boulder Barrier Feature Construction.
Developed Drainage Must be Maintained by Final Residential Construction & Landscaping.

ROAD SECTION SUBGRADE PREPARATION - PRELIMINARY

- A 12 Inch SUBGRADE Moisture Conditioning & Compaction (90% Modified Proctor, ASTM D-1557)
- B 20 Inch SUBGRADE Moisture Conditioning & Compaction (90% Modified Proctor, ASTM D-1557)
- C 36 Inch SUBGRADE Moisture Conditioning & Compaction (86-92% Modified Proctor, ASTM D-1557)

This PRELIMINARY Mapping For Road Subgrade Preparation is Based Upon The Exploration Borings and Surface Observations, to date.
This Mapping Will Require Updating (Intermittent) when The Site Grading Has Been Determined and Final Determination Will be Accomplished When Site Grading Has Commenced and Soils are Exposed.

ANDERSON, CONSULTING ENGINEERS, 9-15-2006

PLAN ADAPTED FROM:

DRAINAGE & ROCK PROTECTION CONSTRUCTIONS:

THESE TYPICAL DETAILS ARE TO BE USED, AS REQUIRED.
DUE TO EXISTING TOPOGRAPHY AND NEEDS, THE ACTUAL CONSTRUCTION WILL CHANGE FROM ONE TYPE, TO ANOTHER TYPE.
IT WOULD BE TYPICAL FOR THE ROCKED CROSS SLOPE SWALE DETAIL TO BECOME A ROCKY BEAM DETAIL TO BECOME A ROCKED CONCRETE SWALE DETAIL, AS THE HYDROLOGIC AND LANDSCAPING NEEDS CHANGE.

ENGINEERING GEOLOGY MITIGATION DIAGRAM	
RED ROCKS VALLEY Sub, Redlands Area, G.I.	
REDLANDS VALLEY CATCH, LLC, Grand Junction, CO.	
GRAND JUNCTION LINCOLN DOWRE	1441 MOTOR STREET GRAND JCT., COLORADO 970-242-8988 (fax 970-242-1541)
DRAWN BY: E. M. MORRIS	SCALE: 92161-GJ
CHECKED BY: E. M. MORRIS	DATE: 11-7-2006
PROJECT NO: 82761 Red Rock Valley-gp	REV: 4-18-2007

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE FLETCHER ANNEXATION TO
PLANNED DEVELOPEMET 1.12 (PD)**

**LOCATED APPROXIMATELY 1/2 MILE WEST OF MONUMENT ROAD ON THE
NORTH SIDE OF SOUTH CAMP 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 Fletcher Annexation to the PD 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 and the requirements of Chapter 5, regarding Planned Developments. The default zoning is R-2, Residential – 2 units per acre.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the PD 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 Planned Development not to exceed 1.12 dwelling units per acre.

**PERIMETER BOUNDARY LEGAL DESCRIPTION
FLETCHER ANNEXATION
2945-194-11-001 & 2945-301-12-001**

A certain parcel of land located in the Southeast Quarter (SE1/4) of Section 19 and the Northeast Quarter (NE1/4) of Section 30, 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 Southeast corner of Block D, Monument Valley Subdivision, as same is recorded in Plat Book 16, page 269-270, Public Records of Mesa County,

Colorado, and assuming the East line of the NW1/4 NE1/4 of said Section 30 bears S00°00'15"W with all other bearings contained herein being relative thereto; thence from said Point of Beginning; S11°52'16"W to a point on the South right of way line of South Camp Road, as same is recorded in Book 997, pages 945-946, a distance of 100.00 feet; thence along said right of way N78°07'44"W a distance of 204.77 feet; thence 662.69 feet along the arc of a 1004.93 foot radius curve concave Northeast, having a central angle of 37°46'59" and a chord bearing N59°14'14"W a distance of 650.75 feet; thence N40°20'44"W a distance of 457.15 feet; thence 390.46 feet along the arc of a 1004.93 foot radius curve concave Northeast, having a central angle of 22°15'42" and a chord bearing N29°12'52"W a distance of 388.01 feet to a point on the centerline of Rimrock Drive, as same is shown on the plat of Monument Valley Subdivision Filing No. 5, as same is recorded in Plat Book 14, Pages 212-214, Public Records of Mesa County, Colorado; thence N71°52'16"E a distance of 50.00 feet to a point on the East line of the Monument Valley Annexation, City of Grand Junction Ordinance No. 2850, and the centerline of said South Camp Road; thence 353.46 feet along the arc of a 954.93 foot radius curve concave East, having a central angle of 21°12'28" and a chord bearing N07°28'38"W a distance of 351.45 feet; thence N03°07'36"E along a line 429.61 feet; thence 602.38 feet along the arc of a 954.93 foot radius curve concave West, having a central angle of 36°08'35" and a chord bearing N14°55'27"W a distance of 592.44 feet; thence N57°08'32"E a distance of 50.00 feet to a point on the North right of way of said South Camp Road; thence S32°59'44"E a distance of 45.59 feet; thence 633.56 feet along the arc of a 1004.93 foot radius curve concave West, having a central angle of 36°07'20" and a chord bearing S14°56'04"E a distance of 623.12 feet; thence S03°07'36"W a distance of 429.95 feet; thence 686.60 feet along the arc of a 904.93 foot radius curve concave Northeast, having a central angle of 43°28'20" and a chord bearing S18°36'34"E a distance of 670.25 feet; thence S40°20'44"E a distance of 457.15 feet; thence 596.27 feet along the arc of a 904.93 foot radius curve concave Northeast, having a central angle of 37°45'09" and a chord bearing S59°13'19"E a distance of 585.54 feet; thence S78°07'44"E a distance of 205.25 feet; more or less to the Point of Beginning, TOGETHER WITH Block C and Block D, of said Monument Valley Subdivision.

Said parcel contains 144.43 acres (6,291,761 square feet), more or less, as described.

This Ordinance prescribes as follows:

- 1) **Default zoning standards.** If the planned development approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards. The default standards of the R-2 zoning designation will apply.
- 2) **Phasing schedule.** The Phasing Schedule is:
First Phase shall be platted by March 1, 2008;
Phase 2 – by March 1, 2011;
Phase 3 – by March 1, 2013,

Phase 4 – by March 1, 2015
Phase 5 – by March 1, 2017.

A graphic depiction of the phasing is shown on sheet 3 of the approved preliminary drawings, dated 4/24/07, included in development file number PP-2006-217.

3) **Number of units allowed.** 155 residential units allowed – 103 single family residential lots, 1/2 acre in size or larger; 52 patio homes (attached and detached).

4) **Applicable setbacks.**

a) **Patio homes.** The setback standards for the patio homes are as follows: A minimum 14-foot setback is required around the perimeter of the patio home area. This setback is measured from the back of walk and includes Red Park Road, Red Point Road, Red Mesa Road, and Slick Rock Road. The front setback for all garages shall be 20 feet. The side setback between buildings is 10 feet, except for those units that are attached, and then a zero setback is allowed. No accessory structures will be allowed. A dimensioned final design of the patio home area will be recorded with the Final Plat.

b) **Other homes.** The setbacks for the single-family homes not designated as patio homes are as follows: The front setback is 20 feet for the principle structure and 25 feet for accessory structures. Side setbacks are 15-feet for the principle structure and 3 feet for accessory structures. The rear setback is 30-feet for the principle structure and 3 feet for an accessory structure. (These setbacks are consistent with the R-2 default zone.)

5) **Future development.** A tract (shown as Tract N on the approved preliminary drawings dated 4/24/07, found in development file number PP-2006-217) is reserved for future development to adjoin the property to the east.

6) **Construction restrictions.**

Construction outside of the designated building envelopes will not be permitted. Engineered foundations and site grading plans shall be required on all lots. The Final Plat shall include a note requiring construction with the designated building envelopes, engineered foundations and site grading plans for each and every lot.

Mitigation berms, swales for drainage and rock fall areas shall be constructed. City engineer(s) and Colorado Geological Survey representatives shall be permitted to supervise the construction of these features and these features must be inspected and approved by a City engineer. These features will be considered and treated as “as-built.” The construction of these features shall be guaranteed and secured by

Development Improvements Agreement (DIA) and associated security. Maintenance of these features shall be provided by an association of the homeowners in perpetuity, and easements in favor of said association for this purpose shall be granted.

No planning clearance or building permit shall issue for any construction on the lot designated as Lot 1, Block 1 on the approved preliminary drawings dated 4/24/07, included in development file number PP-2006-217, and said lot shall not be sold, unless and until a secondary access is constructed in the subdivision to the east. No more than 99 homes shall be constructed in area comprised by the Plan (referred to presently as the Red Rocks Valley Subdivision) unless and until a secondary access to a public roadway or street is constructed, whether within the Red Rocks Valley Subdivision or in the subdivision / development to the east. A Recording Memorandum setting forth in detail these restrictions shall be recorded so as to inform potential buyers of such restrictions. Construction of said secondary access shall be guaranteed and secured by a DIA and associated security.

If no access to South Camp Road that can serve as a secondary access for Red Rocks Valley Subdivision is completed in the subdivision / development to the east by the time a planning clearance or building permit for the 99th house issues, the developer shall promptly construct the secondary access in the location of Lot 1, Block 1 on the approved preliminary drawings dated 4/24/07, included in development file number PP-2006-217.

No planning clearance or building permit shall issue for any construction on the lot designated on the approved preliminary drawings, dated 4/24/07 and included in development file number PP-2006-217 as Lot 1, Block 5, unless and until the ingress/egress easement is vacated and the lift station associated with it has been relocated or is no longer needed, as determined by City staff. A Recording Memorandum setting forth in detail these restrictions shall be recorded so as to inform potential buyers of such restrictions.

The Final Plat shall show any and all "no-disturbance" and/or "no-build" zones as designated by the Army Corps of Engineers or City engineers.

7) **Private Streets Agreement.** Private streets as proposed by the Applicant are approved; an agreement for the maintenance of all private streets in the subdivision in accordance with City Transportation Engineering and Design Standards (TEDS) shall be required and shall be recorded with the Final Plat.

8) **Sidewalks.** The following sidewalks not shown on the approved preliminary drawings dated 04/24/07 included in development file number PP-2006-217 shall be provided:

- Sidewalk on both sides of Slick Rock Road.

- Sidewalks on both sides of Red Park Road.
- On Grand Cache Court, continue the sidewalk around the entire cul-de-sac and both sides of the street.
- Sidewalk on both sides on Red Pointe Road between Red Mesa Road and Red Park Road.
- Continue sidewalk around the cul-de-sac on Crevice Court to the trail in Red Canyon.

9) **Park land dedication.** The final plat shall include a dedication to the City for a public park holding in the corner of land which connects with and would make contiguous City's two holdings to the north and east of this parcel. Said dedication shall be sufficient, at a minimum, to allow maintenance access, and shall be to the reasonable specifications of the Parks and Recreation Department.

10) **Trails.** Existing public trails in the area shall connect through this subdivision.

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 12
Setting a Hearing on Changes in Traffic and Parking Regulations
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Changes in Traffic and Parking Regulation							
Meeting Date		July 18, 2007							
Date Prepared		July 5, 2007				File #			
Author		Shelly Dackonish			Staff Attorney				
Presenter Name		John Shaver			City Attorney				
Report results back to Council		<input 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"/> X		<input type="checkbox"/> Formal Agenda		<input checked="" type="checkbox"/> X Consent		<input type="checkbox"/> Individual Consideration	

Summary: Adoption by Reference of 2003 Model Traffic Code for Colorado; Enactment of Parking Code, including new Reverse Angle Parking provisions.

Budget: N/A

Action Requested/Recommendation: Set a public hearing to consider repeal of Chapter 36 of the Grand Junction Code of Ordinances and re-enactment adopt the 2003 *Model Traffic Code for Colorado*, with amendments and with the exception of Section 109.5(1) and Part 12.

Attachments: Proposed ordinance.

Background Information:

1. 2003 Model Traffic Code

On December 6, 2000, the City Council adopted by reference the 1995 *Model Traffic Code for Colorado Municipalities* (hereinafter 1995 MTC). The Colorado Department of Transportation revised and renamed the Model Traffic Code in 2003 (this edition is hereinafter referred to as 2003 MTC). Significant changes include booster seat requirement for child safety restraint systems, prohibition of throwing lighted cigarettes or matches out vehicle windows, and muffler requirement for engine compression brakes. The 2003 MTC also repeals provisions regarding classification of offenses and prescribed fines or penalties, leaving these to the discretion of the local governing body and court. Overall the changes provide a better fit with the current municipal court

operations, provide for uniformity with other jurisdictions, and enhance the health, safety and welfare of the citizens of the City.

What follows are brief discussions of the proposed amendments (additions and deletions), the exclusion of Part 12, and the creation of a Parking Code.

1. Recommended amendments

Three new amendments are proposed to the 2003 MTC. To promote officer and citizen safety during traffic stops and other traffic / road emergency situations, a provision is added to Section 705 requiring drivers to change lanes when passing a stationary emergency vehicle with activated lights, so as to leave an empty lane between moving traffic and the stationary emergency vehicle, when traffic and lane configurations permit. To promote pedestrian and vehicle safety when vehicles enter and exit parking spaces, two amendments require appropriate caution in opening vehicle doors into traffic and starting to move a vehicle from a parked or stopped position. (These provisions are taken directly from Chapter 12 of the 2003 MTC, and re-numbered.)

The other amendments included in the ordinance are those which have been previously adopted by the City Council. All previously adopted amendments are retained in their entirety. These include (1) a provision allowing golf carts to travel on certain streets at certain times of day and with certain equipment; (2) a requirement that drivers exercise more than reasonable care when passing emergency equipment and personnel on the roadways (previously Section 36-39 GJCO); (3) provision divesting Municipal Court of jurisdiction of insurance violations in which property damage or personal injury was incurred; (4) limitations on backing (previously Section 36- 38 GJCO); (5) prohibition of certain off-road vehicles.

The 2003 MTC includes a prohibition of neighborhood electric vehicles (Section 109.5(1)). Staff recommends amending the code to delete this provision, given that neighborhood electric vehicles reduce air pollution and at this time these vehicles are used in such a manner or quantity so as to impede traffic flow in the City. It should also be noted that the Police Department has recently acquired a neighborhood electric vehicle for use in parking enforcement. Neighborhood electric vehicles are defined as self-propelled vehicles that can attain a speed of not more than twenty five miles per hour. They are prohibited on state highways because they cannot attain the necessary speeds for travel on such highways. State law allows municipalities to authorize the use of neighborhood electric vehicles on streets and highways other than limited access highways. (C.R.S. 42-4-111(1)(aa)). The proposed ordinance retains Section 109.5(2) which **prohibits** neighborhood electric vehicles on limited access highways, and so complies with state law.

2. Exclusion of Part 12 (Parking) and Enactment of Parking Code

Part 12 of the 2003 MTC dealing with parking is excluded in favor of retaining the City's well-established and long-standing parking laws. On January 4, 1978, the City Council adopted the 1977 Model Traffic Code for Colorado Municipalities (1977 MTC). The articles relating to parking (Articles X through XIV) have remained in effect since that

date, with some amendments. The 2003 MTC lacks the detail needed in a parking code for a growing urban area with a vital downtown.

Discrepancies exist, however, between the 1977 MTC articles adopted by reference and the individual parking provisions specifically adopted by the Council. The proposed ordinance eliminates these discrepancies through repeal of the 1977 MTC and retention of the specifically adopted parking provisions. The individual specific provisions of the 1977 MTC and all amendments thereto previously adopted by the City Council are included in the ordinance and have been moved to the appropriate section of the parking code.

In addition, there are two new substantive changes to the parking code proposed in the ordinance, each of which is discussed below.

a. Reverse angle parking

Reverse angle parking is a type of parking that is new to the City. Also known as rear-in/head-out angle parking, or rear angle parking, this type of parking promotes the health, safety and welfare of the public in many ways.

Reverse angle parking is similar to parallel parking in that the driver enters the stall by signaling, stopping and then backing into the stall, but significantly less maneuvering is required. Relative to front in angle parking, reverse angle parking is safer. The parker has a better view of oncoming traffic when pulling out. There is an "eye-to-eye" line of sight between parker and approaching road user. This provides a safer environment for bicyclists as well as vehicles using the roadways. The vehicle can be loaded from the curb, rather than from the street. This protects children and shoppers when they re-enter the vehicle.

The reverse angle parking provisions are set forth in **36-9 (b), (c) and (d)**, which prohibit angle parking except where designated, require obedience to reverse angle parking signs and markings, and require parking within twelve inches of the curb in angle parking spots, respectively.

b. Parking for persons with disabilities

This provision is updated to (1) apply to persons with disabilities rather than "handicapped persons;" (2) refer to state law with respect to the definition of person with disability; (3) refer to state law regarding the issuance of special license plates and placards for persons with disabilities; (4) prohibit parking in a space for disabled individuals by anyone who is not disabled or driving a disabled person; (5) authorizing peace officers to enforce violations where disabled parking is designated on private property.

ORDINANCE NO. ____

AN ORDINANCE ADOPTING BY REFERENCE THE 2003 MODEL TRAFFIC CODE FOR COLORADO (EXCEPT PART 12) AND REPEALING ARTICLES X THROUGH XIV OF THE 1977 MODEL TRAFFIC CODE ADOPTED BY REFERENCE AND ENACTING A PARKING CODE FOR THE CITY OF GRAND JUNCTION

Recitals.

In 2003, the Colorado Department of Transportation, Transportation Commission, together with the Colorado Municipal League and a number of member municipalities, issued the 2003 edition of the *Model Traffic Code for Colorado*. Prior to this ordinance, the City of Grand Junction followed the 1995 *Model Traffic Code for Colorado Municipalities* and Articles X through XIV (Parking) of the 1977 *Model Traffic Code for Colorado Municipalities*. The 2003 edition includes changes that are beneficial to the health safety and welfare of the citizens of the City of Grand Junction. Adoption of the 2003 *Model Traffic Code for Colorado* by reference in its entirety (with the exception of Part 12: Parking) promotes the goal of statewide uniformity in traffic regulation. Traffic law uniformity is especially important today, given modern mobility and the influx of motorists from elsewhere. Predictability and certainty allows driver confidence and thus enhances the safe and efficient flow of traffic within the City. Amendments to the 2003 *Model Traffic Code for Colorado* as well as the parking regulations promote the health, safety and welfare of the public.

The repeal of Articles X-XIV of the 1977 *Model Traffic Code for Colorado Municipalities* and the enactment of a City parking code remove discrepancies and inconsistencies among the various parking regulations while still preserving a set of parking rules that have worked well for the City for many years.

New parking provisions enhance the safety and accessibility of the City's commercial centers and public streets and parking areas.

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

Chapter 36 of the Code of Ordinances, City of Grand Junction, Colorado, is hereby repealed.

A new Chapter 36 of the Code of Ordinances, City of Grand Junction, Colorado, is hereby adopted as follows:

Sec. 36-1. Model traffic code--Generally.

- (a) *Adoption.* Pursuant to applicable law including C.R.S. title 31, article 16, parts 1 and 2, there is hereby adopted by reference Articles I and II, inclusive, Part 1-19, excluding Part 12, Parking; and Article II inclusive, of the 2003 edition of the *Model Traffic Code for Colorado*, promulgated and published as such by the Colorado Department of Transportation, Staff Traffic and Safety Projects Branch, 4201 East Arkansas Avenue, Denver, Colorado 80222. The subject matter of the *2003 Model Traffic Code for Colorado* relates primarily to comprehensive traffic control regulations for local governments. The purpose of this section and the code adopted in this section is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and nation. One copy of the 2003 edition of the *Model Traffic Code for Colorado* adopted in this section is now filed in the office of the City Clerk and may be inspected during regular business hours. The 2003 edition of the *Model Traffic Code for Colorado* is adopted as if set out at length in this section.
- (b) *Penalties.* Penalties for violations of this Chapter may include fines, points, incarceration, useful public service and driver education, as determined by the Judge of the municipal court, and in accordance with Section 1-9 of the City of Grand Junction Code of Ordinances.
- (1) It is unlawful for any person to violate any of the provisions stated or adopted in this section.
 - (2) Every person convicted of a violation of any provision stated or adopted in this section shall be punished pursuant to and not in excess of the penalties specified in section 1-9 of the Grand Junction Code of Ordinances.
- (c) *Application.* Except as otherwise provided, the provisions of this Chapter shall apply to every street, alley, sidewalk area, driveway, park, planting strip and to every other public way or public parking area, either within or outside the corporate limits of this municipality, the use of which this municipality has jurisdiction to regulate. The provisions of sections 606, 1401, 1402, and 1413 of the adopted *Model Traffic Code*, respectively concerning unauthorized devices, reckless driving, careless driving and eluding officer shall apply not only to public places and ways but also throughout this municipality.
- (d) *Interpretation.* This section shall be so interpreted and construed as to effectuate its general purpose to conform to the state's uniform system for the regulation of vehicles and traffic. Article and section headings of the sections of the adopted *Model Traffic Code* shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 36-2 Amendments and Deletions.

The Model Traffic Code adopted in section 36-1 is hereby amended as follows:

Part 12, inclusive, is deleted.

Section 103 (2)(c) is added to read:

On no portion of any state highway or connecting link within the city shall any person violate any of the provisions of this Code, or any of the laws amending the same, or any of the rules or regulations issued pursuant thereto.

Section 109.5 is amended to read:

(1) (Deleted)

(2) No person shall operate a neighborhood electric vehicle on a limited access highway.

Section 238 is added to read:

(a) Definition. For the purposes of this section, "golf cart" means a four-wheel, pneumatic tired vehicle powered by a gasoline or battery driven motor that is designed for use as a transport device on a golf course.

(b) A golf cart may be driven upon streets under the jurisdiction of the city, excluding country roads, state or federal highways, in the area bounded on the west by 26 Road, on the east by 28 Road, on the south by Patterson Road, and on the north by H Road. Golf carts may be driven on 26 Road, 28 Road, and H Road, but are not permitted on Patterson Road or Horizon Drive (however, crossing Horizon Drive at an intersection is permitted).

(c) (1) No person shall operate a golf cart on any public street in the city:

- a. Unless within the boundaries set forth in subsection (b) of this section.
- b. Unless the golf cart is equipped at a minimum with:

1. A state approved slow triangle mounted on the rear of the cart;
2. A rearview mirror;
3. An audible warning device;
4. A steering wheel;
5. A foot-controlled accelerator; and
6. A foot brake.

c. Except during the time from one-half hour before sunrise to one-half hour after sunset.

d. Unless in a direct route from the operator's residence to a golf course, or from a golf course to the operator's residence.

- e. Unless such person possesses, on the person of the operator, a valid state driver's license.
 - f. In a way or at a speed which impedes the normal flow of traffic; the operator has the affirmative duty to observe traffic behind and around him. If the golf cart is traveling at a speed which is more than five miles per hour below the applicable speed limit, the operator of a golf cart shall pull over to the right side of the road at the first safe opportunity and allow vehicles to pass the golf cart.
 - g. While under the influence of, or impaired by, alcohol; nor shall any person operate a golf cart while under the influence of any drug. The definition of, and proof of, intoxication or impairment shall be as set forth in C.R.S. § 42-4-1202. The operator of a golf cart who is arrested for operating a golf cart while under the influence of or impaired by alcohol or drugs shall submit to chemical testing as set forth in C.R.S. title 42. Failure to submit to a test as required shall result in the immediate revocation of the permit issued to an operator.
 - h. Without first obtaining a permit from the city police department, which permit shall be attached to the golf cart at all times that such cart being operated upon a city right-of-way.
 - i. Unless such person has, on his person, proof of recreational vehicle or similar insurance that is current and provides coverage for injury to persons and property.
- (2) The operator of a golf cart on public streets shall comply with the provisions of the Model Traffic Code as adopted by the city.
- (3) Nothing in this section authorizes the operation of a golf cart on rights-of-way under the jurisdiction of the county. It is the duty of each operator of a golf cart to ascertain whether a right-of-way is within the city limits.
- (d) The police chief, after having determined that the golf cart and the operator are in compliance with requirements of this section, shall issue a permit. Such permits shall be valid for three years from the date of issuance unless revoked for just cause. Fees for the permit shall be as established by resolution of the city council. The city council may alter such fees by resolution.
- (e) Police officers are authorized to stop a golf cart which is being operated on a city right-of-way, without probable cause or other reason, at any time, to verify that the operator has a valid permit and to inspect for required safety equipment.

- (f) The city council shall, by resolution, establish the minimum requirements of required insurance for operation of golf carts on city rights-of-way.

Section 705. Section 705 shall be amended and Sections 705 (b), (c), and (d) added to read:

- (a) Upon the immediate approach of an authorized emergency vehicle making use of audible or visual signals meeting the requirements of section 213 or 222, the driver of every other vehicle shall yield the right-of-way and where possible shall immediately clear the farthest left-hand lane lawfully available to through traffic and shall drive to a position parallel to, and as close as possible to, the right-hand edge or curb of a roadway clear of any intersection and shall stop and remain in that position until the authorized emergency vehicle has passed, except when otherwise directed by a police officer or other authorized emergency personnel.
- (b) Whenever an authorized service vehicle is performing its service function and is displaying audible or visual signals meeting the requirements of section 213 or 222, drivers of all other vehicles shall exercise more than ordinary care and caution in approaching, overtaking or passing such service vehicle.
- (c) On a highway with at least two adjacent lanes proceeding in the same direction on the same side of the highway where a stationary authorized emergency vehicle is located, the driver of an approaching or passing vehicle shall proceed with due care and caution and yield the right of way by moving into a lane at least one moving lane apart from the stationary authorized emergency vehicle, unless directed otherwise by a peace officer or other authorized emergency personnel. If movement to an adjacent moving lane is not possible due to weather, road conditions, or the immediate presence of vehicular or pedestrian traffic, the driver of the approaching vehicle shall proceed in the manner described in paragraph (d) of this section.
- (d) On a highway that does not have at least two adjacent lanes proceeding in the same direction on the same side of the highway where a stationary authorized emergency vehicle is located, or if movement by the driver of the approaching vehicle into an adjacent moving lane, as described in paragraph (c) of this section, is not possible, the driver of an approaching vehicle shall reduce and maintain a safe speed with regard to the location of the stationary authorized vehicle, weather conditions, road conditions, and vehicular or pedestrian traffic and proceed with due care and caution, or as directed by a peace officer or other authorized emergency personnel.

Section 1409. Section 1409 (3) shall be amended to read:

- (3) When requested to do so by a peace officer following any lawful traffic contact or during any traffic investigation, no owner or operator of a motor vehicle shall fail to present to the requesting officer immediate evidence of a complying policy or certificate of insurance in full force and effect as required by sections 10-4-705 and 10-4-716,

C.R.S. The Municipal Court shall not have jurisdiction under this section in those cases in which property damage and/or injury results.

Section 1416 shall be added to read:

Section 1416. Limitations on backing.

- (a) The driver of a vehicle, whether on public property or private property which is used by the general public for parking purposes, shall not back the same unless such movement can be made with safety and without interfering with other traffic.
- (b) The driver of a vehicle shall not back the same upon any shoulder or roadway of any controlled-access highway.

Section 1417 shall be added to read:

Section 1417. Opening and closing vehicle doors. No person shall open the door of a motor vehicle on a side available to moving traffic unless and until it is reasonably safe to do so and can be done without interfering with the movement of other traffic; nor shall any person leave a door open on the side of a vehicle available to moving traffic for a period of time longer than necessary to load or unload passengers.

Section 1418 shall be added to read:

Section 1418. Starting parked vehicle.

The driver of a vehicle, whether on public property or private property which is used by the general public for parking purposes, shall not start moving a vehicle from a stopped, standing or parked position unless and until such movement can be made with reasonable safety.

Section 1503. Section 1503 is hereby amended by adding subsection (6), which shall read as follows:

(6) It shall be unlawful for any person to drive, ride or use a motorcycle, motor-driven cycle, motor scooter, motorbike, minibike, dune buggy, or other similar on- or off-road vehicle upon any public or private property which is not an improved public street or highway, or improved private street approved by the City of Grand Junction, except that this subsection shall not apply in either of the following instances:

- (a) Where such vehicle is being driven, ridden, or used upon property by the owner, resident or tenant of such property, or by an authorized visitor when such visitor is accompanied by or has a written authorization in his possession from the owner, resident or tenant of the property.

(b) Where such use is permitted pursuant to a use permit or otherwise in accordance with the zoning regulations of the City of Grand Junction.

(7) Nothing herein shall be interpreted to permit the operation on city streets of vehicles otherwise prohibited from such operation.

Article II, Section 102. Section 102 (68) is hereby amended to read as follows:

(68) Sidewalk or sidewalk area means that portion of a street between the curblines, or the lateral lines, of a roadway and the adjacent property lines.

Article II. Section 102. Section 102 is hereby amended by the creation of subsection (90) to read as follows:

(90) Golf cart means a four-wheel, pneumatic tired vehicle powered by a gasoline or battery driven motor that is designed for use as a transport device on a golf course.

Article II. Section 102. Section 102 is hereby amended by the creation of subsection (91) to read as follows:

(91) Holidays. Where used in this ordinance or on official signs shall, in addition to Sundays mean New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, General Presidential Election Day, Veterans Day, Thanksgiving Day, and Christmas Day.

(92) Neighborhood electric vehicle means a self-propelled, four-wheeled, pneumatic tire vehicle that is powered by a battery driven motor and can attain a speed of not more than twenty-five (25) miles per hour.

PARKING CODE

Section 36-3. Notice on illegally parked vehicle.

(a) Whenever any motor vehicle without driver is found parked or stopped in violation of any of the restrictions imposed by the ordinances of this municipality, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a penalty assessment notice, directing the driver thereof to respond to and answer the charge against him at a place and at a time specified in said notice.

- (b) If upon the violation of any of the parking restrictions imposed by this ordinance a person produces photographic evidence of a stopping, standing or parking violation and reports the same to the Municipal law enforcement agency, then the Municipal law enforcement agency or the City Attorney, upon a determination of probable cause to believe that a stopping, standing or parking violation has been committed may issue a penalty assessment notice to the registered owner of the vehicle as otherwise provided in this section 36-3. Upon a determination of the registered owner of the vehicle, a penalty assessment may be mailed to the address of record shown on the current registration for the vehicle.
- (c) For purposes of this section 36-3 photographic evidence means still photographs, video or digital images which show the violation, the front and rear license plates of the vehicle and the date and time of the violation. The person procuring the photographic evidence shall for the purposes of prosecution be considered the complaining witness. The person procuring the photographic evidence shall in order for a prosecution thereon to be sustained, be sworn and under oath or affirmation testify that the photographic evidence is true and accurate and faithfully depicts what he/she observed.

Section 36-4. Failure to comply with notice on parked vehicle.

- (a) If the driver or owner of an unattended motor vehicle charged with an apparent violation of the restrictions on stopping, standing or parking under the traffic ordinances of this municipality does not respond with the time specified to a penalty assessment notice affixed to such vehicle, by appearance and payment at the court having jurisdiction, or by mailing payment by means of the United States mail, or by other disposition of the charge as provided by law, the clerk of said court shall send another notice by mail to the registered owner of the vehicle to which the original notice was affixed, warning him that in the event such notice is disregarded for a period of twenty (20) days from date of mailing, a complaint will be filed and a warrant of arrest will be issued.
- (b) If the driver or owner of an unattended motor vehicle charged with an apparent violation of the restrictions on stopping, standing or parking under the traffic ordinances of this municipality does not respond within the time specified to a penalty assessment notice affixed to such vehicle or mailed to the registered owner of the vehicle, as provided in section 36-3, by appearance and payment at the Traffic Violations Bureau or court having jurisdiction, or by mailing payment by means of the United States mail or by other disposition of the charges as provided by law, the clerk of said court or Traffic Violations Bureau shall send notice by mail to the registered owner of the vehicle to which the penalty assessment was affixed or another notice to the registered owner of the vehicle to which the first mailed notice was sent, warning him that in the event such notice is disregarded for a period of twenty (20) days from the date of mailing a warrant of arrest will be issued.

(c) When a driver, owner, or person in charge of a vehicle has failed to respond to the following notices of illegal parking:

(1) A notice placed on the vehicle pursuant to section 1203, chapter 36 of the Code of Ordinances of the City of Grand Junction; and

(2) An additional notice mailed to the registered owner of the vehicle;

a police officer or other authorized person of the City of Grand Junction, acting in his official capacity, may temporarily immobilize such vehicle by attaching to it a device designed to restrict the normal movement of the vehicle; provided, however, that the vehicle shall be located on a public right-of-way or in such a place frequented by the public for public purposes, or private property where the public frequents for public purposes, or private property where the public is a business invitee. Prior to immobilization the municipal court shall review the procedure followed and enter an order directing the immobilization.

(d) If a vehicle is immobilized, the officer shall affix a conspicuous notice to the vehicle informing the driver, owner or person in charge of the vehicle that:

(1) The vehicle has been immobilized by the City of Grand Junction for a parking violation pursuant to the Code of Ordinances of the City of Grand Junction by an order issued by the judge of the municipal court.

(2) The owner of the vehicle may request an immediate hearing in the Grand Junction municipal court to contest the citation or immobilization of the vehicle, or the owner of the vehicle shall have the right, upon request, to a post-deprivation hearing within 48 hours after the request for such hearing, excluding Saturdays, Sundays and holidays. In the alternative, the owner may obtain immediate release of the vehicle by posting bond in the amount of the delinquent parking fines and fees plus booting costs as established by resolution of the city council and on file in the city clerk's office with the clerk of the municipal court. If the vehicle is so released, any hearing requested will be set within the normal time limits of any other hearing in municipal court.

(3) Release of the vehicle may be obtained without a hearing by payment of fines, fees and costs as established by resolution of the city council and on file in the city clerk's office to the clerk of the municipal court.

(4) Unless arrangements are made for the release of the vehicle within 72 hours, the vehicle shall be removed from the streets by a police officer pursuant to section 36-6 of the Code of Ordinances of the City of Grand Junction.

(5) That removing or attempting to remove the device before a release is obtained is unlawful.

(e) It shall be unlawful for any person to remove or attempt to remove an immobilized vehicle before a release is obtained or to move any such vehicle before the police department releases it.

Section 36-5. Presumption in reference to illegal parking.

In any prosecution charging a violation of any provision of this ordinance governing the stopping, standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such regulation, together with proof that the defendant named in the complaint was at the time of such parking the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

Sec. 36-6. Abandoned Vehicles and Authority to Impound Vehicles.

(a) No person shall abandon any motor vehicle upon private property within the City other than his or her own. Subject to other provisions of law concerning junk and/or inoperable motor vehicles, any owner or lessee of property within this municipality, or the owner or lessee's agent, may have an abandoned motor vehicle removed from his or her property by having it towed and impounded by a tow operator.

(b) With respect to any vehicle towed pursuant to subsection (a) of this Section 36-6, the tow operator having in his or her possession any motor vehicle that was abandoned on private property shall, within one hour of impoundment, notify the police department of the following: name of tow operator in possession of the abandoned vehicle, the location of the impound lot where the vehicle is located, a description of the abandoned motor vehicle, including make, model, color and year, the number, issuing state and expiration date of the license plate, and the vehicle identification number.

(c) Whenever any police officer finds a vehicle, attended or unattended, standing upon any portion of a street or highway right-of-way within this municipality in such a manner as to constitute a violation of Section 10-5 of the 1977 version of the Model Traffic Code, or left unattended for a period of 24 hours or more and presumed to be abandoned under the conditions prescribed by 42-4-2102 C.R.S., such officer shall require such vehicle to be removed or cause the same to be removed and placed in storage in the nearest garage or other place of safety designated or maintained by this municipality.

(d) Notice and hearing

(1) As to any vehicle impounded pursuant to this chapter by or at the request of the City, its agents or employees, a person who has a legal entitlement to possession of the vehicle has a right to a post-seizure administrative hearing to determine whether there was probable cause to impound the vehicle if such person files a written demand, on forms so provided for such a hearing, with the City within ten days after such person has learned such vehicle has been impounded or within ten days after the mailing of the date set in the notice of stored vehicle, whichever occurs first. The notice of stored vehicle shall be sent in the mail to the legal and registered owner or his agent and to the garage where the vehicle is stored within 48 hours, excluding weekends and holidays, after impounding and storage of the vehicle.

(2) A hearing shall be conducted before a hearing officer designated by the City Manager within 48 hours of receipt of a written demand therefor from the person seeking the hearing unless such person waives the right to a speedy hearing. Saturdays, Sundays, and city holidays are to be excluded from the calculation of the 48-hour period. The hearing officer shall be someone other than the person who directed the impounding and storage of the vehicle. The sole issue before the hearing officer shall be whether there was probable cause to impound the vehicle in question.

“Probable cause to impound” shall mean such a state of facts as would lead a person of ordinary care and prudence to believe that there was sufficient breach of local, state or federal law to grant legal authority for the removal of the vehicle.

The hearing officer shall conduct the hearing in an informal manner and shall not be bound by the technical rules of evidence. The person demanding the hearing shall carry the burden of establishing that such person has the right to possession of the vehicle. The police department shall carry the burden of establishing that there was probable cause to impound the vehicle in question. At the conclusion of the hearing, the hearing officer shall prepare a written decision. A copy of such decision shall be provided to the person demanding the hearing and the registered owner of the vehicle (if not the person requesting the hearing). The hearing officer’s decision in no way affects any criminal proceeding in connection with the impounding in question and that any criminal charges involved in such proceeding may only be challenged in the appropriate court. The decision of the hearing officer is final. Failure of the registered or legal owner or his agent to request or attend a scheduled post-seizure hearing shall be deemed a waiver of the right to such hearing.

(3) The hearing officer shall only determine that as to the vehicle in issue, either (a) there was probable cause to impound the vehicle or (b) there was no such probable cause. If the hearing officer determines that there was no probable cause, the hearing officer shall prepare and date a certificate of no probable cause, copies of which shall be given to the possessor of the vehicle and the police department. Upon receipt of the possessor’s copy of such certificate, the

official police garage having custody of the vehicle shall release the vehicle to its possessor. Upon a finding of no probable cause, towing and storage fees shall be paid by the City in accordance with arrangements made between the City and the official police garage. If the possessor fails to present such certificate to the official police garage having custody of the vehicle within 24 hours of its receipt, excluding such days when the official police garage is not open for business, the possessor shall assume liability for all subsequent storage charges. Such certificate shall advise the possessor of such requirement.

(4) This subsection (d) shall not apply if the vehicle was towed from private property.

Section 36-7. Parking on state highways during snow removal.

There shall be no parking whatsoever on any roadway or contiguous shoulder of any state highway or connecting link within the city during the times and places where snow removal operations are in progress.

Section 36-8. Parking at curb or edge of roadway.

- (a) Except where angle parking is permitted by this Code and, in the case of State highways, is approved by the State Department of Highways, and except as otherwise provided by this Code every vehicle stopped or parked upon a two-way roadway shall be so stopped or parked with the right-hand wheels parallel to and within 12 inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder.
- (b) Except as otherwise provided by this Code, every vehicle stopped or parked upon a one-way roadway shall be so stopped or parked parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its right-hand wheels within 12 inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder or with its left-hand wheels within 12 inches of the left-hand curb or as close as practicable to the left edge of the left-hand shoulder.

Section 36-9. Obedience to angle-parking signs or markings.

- (a) On those streets which have been approved and signed or marked for angle parking, no person shall stop, stand or park a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.
- (b) No person shall park a vehicle at an angle upon any street except those streets upon which angle parking is specifically permitted.

- (c) Where signs are posted specifying the direction of a vehicle for angle parking, it shall be unlawful to park a vehicle not in accordance with the signs. No person shall park front-in or head-in in a space or area designated for rear-in angle parking.
- (d) When parked at an angle, a vehicle shall be parked only within the designated angle parking space with the front wheel of the vehicle nearest the curb within twelve inches of the curb or, in those areas specifically designated for back-in angle parking, with the back wheel nearest to the curb within twelve inches of such curb.

Section 36-10. Lamps on parked vehicles.

- (a) Whenever a vehicle is lawfully parked upon a highway during the hours between sunset and sunrise, and in the event there is sufficient light to reveal any person or object within a distance of 1,000 feet upon such highway, no lights need be displayed upon such parked vehicle.
- (b) Whenever a vehicle is parked or stopped upon a roadway or shoulder adjacent thereto, whether attended or unattended, during the hours between sunset and sunrise, and there is not sufficient light to reveal any person or object within a distance of 1,000 feet upon such highway, such vehicle so parked or stopped shall be equipped with one or more operating lamps meeting the following requirements: At least one lamp shall display a white or amber light visible from a distance of 500 feet to the front of the vehicle, and the same lamp or at least one other lamp shall display a red light visible from a distance of 500 feet to the rear of the vehicle, and the location of said lamp or lamps shall always be such that at least one lamp or a combination of lamps meeting the requirements of this section is installed as near as practicable to the side of the vehicle which is closest to passing traffic. The foregoing provisions shall not apply to a motor-driven cycle.
- (c) Any lighted headlamps upon a parked vehicle shall be depressed or dimmed.

Section 36-11. Unattended motor vehicle.

No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key from the ignition and effectively setting the brake thereon, and, when standing upon any grade, said person shall turn the front wheels to the curb or side of the highway in such a manner as to prevent the vehicle from rolling onto the traveled way.

Section 36-12. Parking not to obstruct traffic or maintenance.

No person shall park any vehicle upon a street or highway in such a manner or under such conditions as to interfere with the free movement of vehicular traffic or proper street or highway maintenance.

Section 36-13. Parking in alleys.

- (a) No person shall park a vehicle within an alley except during the necessary and expeditious loading and unloading of merchandise or freight.
- (b) No person shall stop, stand or park a vehicle within an alley in such position as to block the driveway entrance to any abutting property.

Section 36-14. Moving unattended vehicle.

No person shall move a vehicle not owned by or in charge of such person into any prohibited area or away from a curb such distance as is unlawful.

Section 36-15. Clearance between vehicles.

No person shall stand or park a vehicle in such a manner as to leave available less than 2 feet clearance between vehicles when parked.

Section 36-16. Waiting for parking space being cleared.

The driver of a vehicle while waiting for a parking space to be cleared by another vehicle which is in the actual process of leaving such parking space shall stop on the roadway side of an immediately to the rear of such leaving vehicle and shall remain in such position until the parking space has been cleared.

Section 36-17. Stopping, standing or parking prohibited in specified places.

- (a) No person, other than a peace officer conducting traffic enforcement in or on a marked patrol vehicle at or along an arterial or collector street or roadway as defined or described in the Grand Valley Circulation Plan, a duly adopted neighborhood plan or street plan, or Transportation Engineering Design Standards shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with directions of a police officer or official traffic control device, in any of the following places:
 - (1) On a sidewalk;
 - (2) Within an intersection;
 - (3) On a crosswalk;
 - (4) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic

authority indicates a different length by signs or markings; every vehicle shall be parked wholly within a designated parking space. Parking space designations shall be made by markings, signs or other appropriate indication upon the curb and/or pavement. Except where prohibited by other provision of this code, a vehicle which is of a size too large to be parked within a single space shall be permitted to occupy two adjoining spaces when the vehicle will fit wholly and completely within the designated spaces and where, as applicable, the necessary number of parking meter charges have been paid.

- (5) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
 - (6) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - (7) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - (8) On any railroad tracks;
 - (9) On any controlled-access highway;
 - (10) In the area between roadways of a divided highway, including crossovers;
 - (11) At any other place where official signs prohibit stopping.
- (b) In addition to the restrictions specified in subsection (a) of this section, no person, other than a peace officer conducting traffic enforcement in or on a marked patrol vehicle at or along an arterial or collector street or roadway as defined or described in the Grand Valley Circulation Plan, a duly adopted neighborhood plan or street plan, or Transportation Engineering Design Standards shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device, in any of the following places:
- (1) Within five feet of a public or private driveway;
 - (2) Within fifteen feet of a fire hydrant;
 - (3) Within twenty feet of a crosswalk at an intersection;
 - (4) Within thirty feet upon the approach to any flashing beacon or signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;
 - (5) Within twenty feet of the driveway entrance to any fire station or, on the side of a street opposite the entrance to any fire station, within seventy-five feet of said entrance when properly signposted;
 - (1) At any other place where official signs prohibit standing.

(c) In addition to the restrictions specified in subsections (a) and (b) of this section, no person, other than a peace officer conducting traffic enforcement in or on a marked patrol vehicle at or along an arterial or collector street or roadway as defined or described in the Grand Valley Circulation Plan, a duly adopted neighborhood plan or street plan, or Transportation Engineering Design Standards shall park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device, in any of the following places:

- (1) Within fifty feet of the nearest rail of a railroad crossing;
- (2) At any other place where official signs prohibit parking.

(d) Nothing in Section 36-17 above shall prohibit persons from parking bicycles in accordance with Section 1412 of the Model Traffic Code adopted by reference herein.

Section 36-18. Parking for certain purposes prohibited.

No person shall park a vehicle upon a roadway for the principal purpose of:

- (1) Displaying such vehicle for sale;
- (2) Washing, greasing, painting, or repairing such vehicle except repairs necessitated by an emergency;
- (3) Displaying advertising.

Section 36-19. Stopping, standing or parking on highway.

No person shall stop, stand or park a vehicle on any highway ramp or on any other portion of the main-traveled way of such highway.

Section 36-20. Regulations not exclusive.

The provisions of this article imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places, at specified times, or in a specified manner.

Section 36-21. Obedience to stopping, standing or parking regulations.

On any street or at any place within this municipality where official signs are posted giving notice of stopping, standing or parking restrictions or prohibitions as authorized in this Code and described in traffic control schedules, no person shall stop, stand or park a vehicle in any manner in violation of the provisions contained on such sign or signs

except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer or official traffic control device or except for the purpose of loading or unloading passengers when such standing does not obstruct, impede or endanger any traffic.

Section 36-22. Parking privileges for persons with disabilities

(a) A vehicle with distinguishing license plates or an identifying placard indicating a person with a disability as defined in section 42-3-204, C.R.S., where such distinguishing license plate or identifying placard has been issued pursuant to section 42-3-204, C.R.S., may be parked along public streets regardless of any time limitation imposed by official signs upon parking in such area; except that such privilege shall not apply to zones in which:

- (1) Stopping, standing, or parking of all vehicles is prohibited at all times;
- (2) Only special vehicles may be parked; or
- (3) Parking is not allowed during specific periods of the day in order to accommodate heavy traffic.

(b) It is unlawful for any person other than a person with a disability as defined in section 42-3-204, C.R.S. to park in a parking space on public or private property that is clearly identified by an official sign as being reserved for use by persons with disabilities unless:

- (1) Such person is parking the vehicle for the direct benefit of a person with a disability to enter or exit the vehicle while it is parked in the space reserved for use by persons with disabilities; and
- (2) A valid license plate or placard is displayed in or on such vehicle.

(c) A person with a disability as defined in section 42-3-204, C.R.S. may park in a parking space identified reserved for use by persons with disabilities whether on public property or private property available for public use, provided that such person has conspicuously displayed at all times on the vehicle parked in such space a placard or license plate obtained pursuant to section 42-3-204, C.R.S.

(d)

Section 36-23. All-night parking.

No person, except physicians or other persons on emergency calls, shall park a vehicle on any street signed to prohibit all-night parking, for a period of time longer than 30 minutes between the hours of 2 a.m. and 5 a.m. of any day.

Section 36-24. Emergency stopping or parking only.

When official signs are erected giving notice thereof no person shall stop, stand or park a vehicle on the shoulder of any highway or any other facility so marked except in case of emergency involving the vehicle or its occupants.

Section 36-25. Standing in passenger loading zone. No person shall stand a vehicle for any purpose or period of time other than for the expeditious loading or unloading of passengers in any place officially marked as a passenger loading zone during hours when the regulations applicable to such loading zone are effective and then only for a period not to exceed 3 minutes.

Section 36-26.

- (a) No person shall stand a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in any place officially marked as a freight loading zone during hours when the provisions applicable to such zones are in effect.
- (b) In no case shall the standing for loading and unloading of materials exceed 30 minutes.

Section 36-27. Permits for loading zones. Whenever special permits are issued, as authorized in section 23-9, to establish or control the use of loading zones or to allow the backing of a vehicle for the purpose of loading or unloading merchandise or materials subject to certain conditions, no permittee or other person shall violate any of the special terms of any such permit.

Section 36-28. Bus stops regulated.

- (a) The operator of a bus shall not stand or park such vehicle upon any street at any place other than a bus stop so designated as authorized in section 23-9.
- (b) The operator of a bus shall not stop such vehicle upon any street at any place for the purpose of loading or unloading passengers or their baggage other than at a bus stop so designated as authorized in section 23-9, except in case of an emergency.
- (c) The operator of a bus shall enter a bus stop on a public street in such a manner that the bus when stopped to load or unload passengers or baggage shall be in a position with the right front wheel of such vehicle not further than 18 inches from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.

Section 36-29. Taxicab stands regulated.

- (a) The operator of a taxicab shall not stand or park such vehicle upon any street at any place other than in a taxicab stand so designated as authorized in section 23-9.
- (b) This provision shall not prevent the operator of a taxicab from temporarily stopping in accordance with other parking, standing or stopping regulations at any place for the purpose of and while actually engaged in the expeditious loading or unloading of passengers.

Section 36-30. Standing in restricted parking zone.

No person shall stop, stand or park a vehicle for any purpose or length of time in any restricted parking zone other than for the purpose specified on official signs marking such restricted zone and during the period of time the restriction is effective, except that the driver of a passenger vehicle may stop momentarily therein for the purpose of and while actually engaged in loading or unloading passengers when such standing or stopping does not interfere with the kind of traffic for which the zone is reserved.

Section 36-31. Parking meter zones.

Wherever parking meter zones have been established on streets or in parking areas regulated by this municipality, the parking of vehicles at places, streets or parts of streets so designated shall be controlled by parking meters between the hours and on the days declared in said schedules or records and specified on authorized parking meter signs or legends.

Section 36-32. Parking meters.

Parking meters installed in parking meter zones established as provided in this Code shall be so designed, constructed, installed and set as to meet the following conditions:

- (1) Said meters shall be capable of being operated, either automatically or mechanically, upon the deposit therein of one or more coins of United States currency or authorized tokens for the full period of time for which parking is lawfully permitted in any such parking meter zone or, in lieu thereof, for an appropriate fractional period of time.
- (2) Upon the expiration of the time period registered by the deposit of one or more coins or authorized tokens as provided herein, said meters will indicate by an appropriate signal that the lawful parking meter period has expired, and during said period of time and prior to the expiration thereof, will indicate the interval of time which remains of such period.

- (3) Each parking meter shall bear thereon an authorized sign or message clearly legible indicating the days and hours when the requirement to deposit coins or tokens therein shall apply, the value of the coins or tokens to be deposited, and the limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located.

Section 36-33. Parking meter spaces.

- (a) Parking meter spaces shall be of appropriate length and width as determined by an engineering and traffic investigation and may be designated by appropriate markings upon the curb and/or pavement of the street.
- (b) Every vehicle shall be parked wholly within a metered space with the front end or front portion of such vehicle immediately opposite the parking meter for such space.
- (c) Except where prohibited by other provisions of this Code, a vehicle which is of a size too large to be parked within a single parking meter space shall be permitted to occupy two adjoining parking meter spaces when coins or tokens shall have been deposited in the parking meter for each space so occupied as is required in this ordinance for the parking of other vehicles in such space.

Section 36-34. Deposit of coins or tokens and time limits.

- (a) No person shall park a vehicle in any parking space upon a street alongside of and next to which a parking meter has been installed during the restricted and regulated time applicable to the parking meter zone in which such meter is located unless a coin or coins of United States currency or authorized tokens of the appropriate denomination as provided in this Code shall have been deposited therein, or shall have been previously deposited therein for an unexpired interval of time, and said meter has been placed in operation.
- (b) No person shall deposit or attempt to deposit in any parking meter any slug, button or any other device or substance as substitutes for coins of United States currency or authorized tokens, and no person shall deposit any lawful coin or authorized token that is bent, cut, torn, battered or otherwise misshapen.
- (c) No person shall permit a vehicle within his control to be parked in any such parking meter space during the restricted and regulated time applicable to the parking meter zone in which such meter is located while the parking meter for such space indicates by signal that the lawful parking time in such space is expired. This provision shall not apply to the act of parking or the necessary time which is required to deposit immediately thereafter a coin(s) or token(s) in such meter.
- (d) No person shall park a vehicle in any such parking meter space for a consecutive period of time longer than that limited period of time for which parking is lawfully

permitted in the parking meter zone in which such meter is located, irrespective of the number or amount of the coins or tokens deposited in such meter.

- (e) A vehicle may be parked in a parking meter space without operation of the meter on Sundays, on holidays as defined in this Code, and during those hours of the day when the requirement to deposit coins or tokens does not apply as determined from the parking meter sign or legend.
- (f) The provisions of this section shall not relieve any person from the duty to observe other and more restrictive provisions of this Code prohibiting or limiting the stopping, standing or parking of vehicles in specified places, at specified times, or in a specified manner.

Section 36-35. Tampering with meter.

- (a) No person shall deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter.
- (b) No person, firm or corporation shall place any sack or covering over, upon or around any parking meter head, remove any parking meter head, or otherwise indicate or show that the said meter is inoperative or inapplicable without proper authority to do so.

Section 36-37. Authorized service vehicles.

The warning lamps authorized by State law for authorized service vehicles and those service vehicles designated as emergency vehicles by the Police Chief shall be activated by the operator only when the vehicle is operating upon the roadway and may create a hazard to other traffic. The use of such lamps shall not relieve the operator from his duty of using due care for the safety of others or from the obligation of using any other safety equipment or protective devices that are required by State law. Service vehicles authorized to operate also as emergency vehicles shall also be equipped to comply with signal requirements for emergency vehicles.

PASSED for first reading this _____ day of _____, 2007 and authorized the publication in pamphlet form.

PASSED AND ADOPTED this _____ day of _____, 2007 on Second Reading and authorized the publication in pamphlet form.

President of the Council Pro Tem

Attest:

Stephanie Tuin
City Clerk

Attach 13
Rescinding the Street Annexation
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Request to Rescind Street Annexation					
Meeting Date		July 18, 2007					
Date Prepared		July 11, 2007				File #	
Author		Mary Lynn Kirsch			Paralegal		
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 type="checkbox"/>	No	Name	
<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		<input checked="" type="checkbox"/>	Consent	Individual Consideration

Summary: Staff requests that the City Council formally rescind the Street Annexation petition presented to City Council on May 16, 2007 and denied (as per request) at the June 18, 2007 meeting. The annexation involved the Street property located at 623 29 ½ Road and includes portions of the 29 ½ Road right-of-way.

Budget: No cost

Action Requested/Recommendation: Adopt Resolution to rescind the petition and Resolution 95-07 for Street Annexation, vacate the second reading of the Annexation Ordinance and release City land use control on the property.

Attachments: Resolution.

Background Information: The Street Annexation was scheduled to be heard at the June 20, 2007 City Council Meeting. On June 20th, 2007, the Petitioners requested not to proceed with the annexation. Staff agrees and recommends the removal of the petition for street annexation.

CITY OF GRAND JUNCTION, CO

RESOLUTION NO. ____-07

**A RESOLUTION RESCINDING RESOLUTION 95-07
CONCERNING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS TO
THE CITY OF GRAND JUNCTION, COLORADO,
VACATING THE SECOND READING OF THE ANNEXATION ORDINANCE AND
AND RELEASING LAND USE CONTROL**

STREET ANNEXATION

**LOCATED AT 623 29 ½ ROAD AND INCLUDES PORTIONS OF
THE 29 ½ ROAD RIGHT OF WAY**

On the 16th day of May, 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:

A certain parcel of land situate in the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of Section 5, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of said Section 5, and assuming the East line of said NE ¼ SW ¼ bears S00°11'54"E with all other bearings contained herein being relative thereto; thence S89°59'41"W along the South line of said NE ¼ SW ¼ a distance of 311.56 feet to the Southwest corner of Lot 2 of Taylor Two Subdivision, as same is recorded in Book 3850, Page 907, Public Records, Mesa County, Colorado; thence N00°10'17"E along the West line of said Lot 2 a distance of 208.70 feet to the Northwest corner of said Lot 2; thence N89°59'41"E along the North line of said Lot 2 a distance of 310.21 feet to a point on the East line of said NE ¼ SW ¼; thence S00°11'54"E along said East line a distance of 208.70 feet, more or less, to the Point of Beginning.

Said parcel contains 1.49 acres (64,882 square feet), more or less, as described.

On the 20th day of June, 2007, the Petitioners requested that the annexation not proceed.

The City Council being fully advised in the premises does hereby rescind, revoke and render null and void Resolution 95-07 concerning the annexation of land located at 623 29 1/2 Road and including portions of 29 1/2 Road right of way.

Furthermore, the City Council does vacate the second reading of the Ordinances annexing territory to the City of Grand Junction and zoning the property.

Because of the rescission of the petition and Resolution No. 95-07 the City shall no longer have or exercise jurisdiction over land use until such time as a petition to annex is again filed or jurisdiction is otherwise conferred by operation of law.

Adopted the ____ day of _____ 2007.

President of the Council

ATTEST:

City Clerk

Attach 14

**Sale of a Riverside Parkway Remnant, Located at 2741 D Road
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Sale of Remnant Property to Parkerson Brothers LLC Agreement					
Meeting Date	July 18, 2007					
Date Prepared	July 10, 2007				File #	
Author	John Shaver			City Attorney		
Presenter Name	John Shaver			City Attorney		
Report results back to Council		No		Yes	When	
Citizen Presentation		Yes	x	No	Name	
	Workshop	X		Formal Agenda	X	Consent
						Individual Consideration

Summary: Approval of contract for the sale of a remnant property at 2741 D Road as more particularly described in the agreement.

Budget: The sale price for the property is \$91,000.00. It is being sold to the buyer at the price the City purchased it for.

Action Requested/Recommendation: Staff recommends approval of the sale agreement. By Resolution 150-05 the City Council authorized the purchase of property from Parkerson Brothers LLC for the Riverside Parkway project.

That contract among other things provided that the City would convey a remnant parcel back to Parkerson once the final alignment was determined for the Parkway. The price for that conveyance was established at ninety-one thousand (\$91,000.00) dollars.

The Parkway construction in the vicinity of the property has been completed and accordingly the remnant parcel may be conveyed in accordance with the attached contract.

Attachments: Proposed agreement and resolution approving the contract.

RESOLUTION NO. ____-07

**A RESOLUTION AUTHORIZING THE SALE CONTRACT FOR A PORTION OF THE
PROPERTY LOCATED AT 2741 D ROAD, GRAND JUNCTION, COLORADO**

RECITALS:

By Resolution 150-05 the City Council authorized the purchase of property from Parkerson Brothers LLC for the Riverside Parkway project.

That contract among other things provided that the City would convey a remnant parcel back to Parkerson once the final alignment was determined for the Parkway. The price for that conveyance was established at ninety-one thousand (\$91,000.00) dollars.

The Parkway construction in the vicinity of the property has been completed and accordingly the remnant parcel may be conveyed in accordance with the attached contract.

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

1. The property described in the attached contract shall be conveyed to Parkerson Brothers LLC for a price of ninety-one thousand (\$91,000.00) dollars.
2. All actions heretofore taken by the officers, employees and agents of the City relating to the sale of the property which are consistent with the provisions of the negotiated Agreement for Purchase and Sale of Real Property and this Resolution are hereby ratified, approved and confirmed.
3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the sale of the described property. Specifically, City staff is directed to effectuate this Resolution and the agreement, including the execution and delivery of the deed and such documents as are necessary to complete the sale.

DATED this _____ day of _____ 2007.

President of the Council Pro Tem

Attest:

City Clerk

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is made and entered into by and between **PARKERSON BROTHERS, LLC, a Colorado limited liability company**, of 710 South 15th Street, Grand Junction, CO 81501 ("Purchaser" or "Buyer") and **CITY OF GRAND JUNCTION, a Colorado home-rule municipality**, of 250 North 5th Street, Grand Junction, CO 81501 ("Seller").

ARTICLE I CONTRIBUTION AND ACCEPTANCE

1.1 The Property. Subject to the terms and provisions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, title to the real property described as follows:

See Exhibit "A" attached hereto and by this reference incorporated herein (the "Property")

together with all tangible and intangible personal property of any kind attached to, located at or used exclusively in connection with the Property, including without limitation the following, if any, owned by Seller or in which Seller has an interest:

(a) All of Seller's right, title and interest, insofar as it relates to the Property, in and to all contracts or agreements, indemnities and claims, surveys, soil tests, market studies, traffic studies, plats, plans, landscape plans, engineering data, architectural and engineering plans and specifications, environmental studies, endangered species and regulatory reports, drawings, feasibility studies and other reports of any kind, character or description prepared for use in connection with the Property, in the possession of or under the control of Seller;

(b) The non-exclusive right to use any permits, licenses, options, development plans, planning and zoning rights or other similar items related to the Property, to the extent transferable.

All property referred to in subsection (a) and (b) is referred to as the Personalty. The Personalty and the Property are collectively referred to as the Property.

1.2 Effective Date. The "Effective Date" of this Agreement shall be the date which is the last date of execution by Seller and Buyer.

ARTICLE II PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property shall be Ninety-One Thousand Dollars (\$91,000) ("Purchase Price"), to be paid by Purchaser to Seller as follows:

(a) Earnest Money Deposit. Within five (5) business days of execution of this Agreement, Buyer will deliver to Abstract & Title Co. of Mesa County, Inc. ("Title Company"), the sum of \$5,000 ("Earnest Money Deposit"). If Buyer terminates this Agreement pursuant to Article V, the Title Company shall refund the Earnest Money Deposit to Buyer. If Buyer does not terminate this Agreement pursuant to Article V, then the Earnest Money Deposit shall be held by the Title Company as a partial payment of the Purchase Price, which shall be non-refundable to Buyer except (i) in the event of Seller's default under this Agreement or (ii) as provided in Article III, VI and VII. At Closing, the Title Company shall deliver to Seller the entire Earnest Money Deposit.

(b) Cash at Closing. Buyer shall pay to Seller at Closing the balance of the purchase price of \$86,000, in the form of cash, wire transfer, or certified funds.

ARTICLE III SURVEY AND TITLE MATTERS

3.1 Survey. Within five (5) business days from the Effective Date, at Seller's sole cost and expense, Seller shall provide to Buyer a survey (herein the "Survey") of the Property, prepared by a licensed surveyor or registered professional engineer and shall furnish the Title Company with copies of such survey.

3.2 Title Commitment Review. Within ten (10) business days from the Effective Date, Seller shall, at its sole cost and expense, furnish to Buyer a current commitment (hereinafter called the "Title Commitment") for the issuance of an owner's policy of title insurance in the amount of \$91,000 to Buyer from the Title Company, together with good legible copies of all documents constituting exceptions to Seller's title. Buyer shall have a period equal to the Inspection Period in which to review such items and to deliver to Seller in writing such objections as Buyer may have to anything contained or set forth in the Title Commitment or Survey. Any items to which Buyer does not object within the Inspection Period shall be deemed to be "Permitted Exceptions." As to items to which Buyer makes objection, Seller shall have the right, but not the obligation, to attempt to effectuate the cure of such objections. In the event Seller is not able to cure such matters prior to Closing, Buyer shall have the right to either (i) terminate this Agreement, in which event neither party hereto shall have any further obligations hereunder, or (ii) waive such title matters and proceed to Closing, whereupon such waived title matters shall also be deemed "Permitted Exceptions." In the event Buyer terminates this Agreement pursuant to the provisions of this Section 3.2, the Earnest Money Deposit shall be returned to Buyer.

If following the title review period, any new title matters are reflected in an update to the Title Commitment, then at Buyer's sole option, Buyer may approve such new title matter as an additional Permitted Exception, or Buyer may object to such new title matter. If Buyer objects to a new title matter, then the provisions for Seller cure and the provisions for Buyer's remedies in the event Seller is not able to cure, as set forth in the preceding paragraph, shall apply to such new title matter.

3.3 Title Policy. At Closing, Seller shall furnish Buyer, at Seller's sole cost and expense, with an owner's title insurance policy issued by the Title Company, in an amount equal to the Purchase Price, on standard ALTA Policy Form B 1992, insuring good and indefeasible title to the Property in Buyer, subject only to the Permitted Exceptions and meeting the following criteria:

(a) The standard exceptions relating to parties in possession, unrecorded easements, survey matters, mechanics liens, the gap period and unpaid taxes and assessments prior to the year of closing shall be deleted;

(b) The policy shall include all endorsements requested by Buyer, but Buyer shall pay for the cost of such endorsements.

All exceptions, conditions or requirements described in Schedule B-1 of the Title Commitment shall be released and/or satisfied prior to or at Closing and such items and requirements shall not be exceptions to the owner's title insurance policy to be provided by Seller.

ARTICLE IV ADDITIONAL ITEMS TO BE FURNISHED TO BUYER BY SELLER

4.1 Submission Items. Within five (5) business days from the Effective Date, Seller shall furnish to Buyer, except to the extent previously delivered, the following:

(a) Copies of all soil, demographic and engineering reports in Seller's possession or control, and copies of any reports or studies (including, without limitation, endangered species, wetlands studies, environmental studies or impact reports, approvals, conditions, orders or declarations, and physical inspection reports of employees, principals, consultants, governmental authorities or insurance carriers) in Seller's possession or control in respect of the physical condition or operation of the Property.

(b) Copies of any and all engineering reports, inspection reports, notices or other materials in Seller's possession or control, regarding or evidencing the presence, or lack thereof, on the Property or released from the Property of any Hazardous Substances (hereinafter defined). As used herein, "Hazardous Substances" shall mean and include, but shall not be limited to, all substances and materials which are included under or regulated by any local, state or federal law, rule or regulation, pertaining to environmental regulation contamination, clean-up or disclosure ("Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Resource, Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S. C. § 1101 et seq.) and all amendments of the foregoing, or any state superlien or environmental clean-up or disclosure statutes. Without

limiting the foregoing, the term Hazardous Substances shall include asbestos, polychlorinated biphenyls, petroleum products and raw materials which include hazardous constituents.

ARTICLE V INSPECTION

5.1 Inspection Period. Buyer shall have thirty (30) days after the Effective Date (the "Inspection Period") within which to review all of the Submission Items and to make any physical inspections and to conduct any audits of the Property as may be desired by Buyer. If, within the Inspection Period, Buyer determines that Buyer does not desire to close this Agreement for any reason whatsoever in Buyer's sole discretion, Buyer may give written notice of such fact to Seller on or before the last day of the Inspection Period. In that event, this Agreement shall immediately terminate without further liability on the part of Buyer or Seller and the Earnest Money Deposit shall be returned to Buyer.

5.2 Indemnity Buyer hereby indemnifies and holds Seller, and its agents, officers, managers and members, harmless from and against any loss, damage, injury, claim or cause of action, including all reasonable expenses related thereto (including reasonable attorneys' fees), Seller may suffer or incur as a result of Buyer's physical inspections of the Property undertaken pursuant to this Agreement. However, Buyer's indemnity will not cover any loss or damage resulting from the Buyer's discovery or disclosure of information relating to the condition of the Property during the Inspection Period or thereafter.

ARTICLE VI COVENANTS, REPRESENTATIONS AND WARRANTIES OF PARTIES

6.1 Seller Representations and Warranties. Seller represents and warrants to Buyer that:

(a) The execution and delivery of this Agreement by Seller is binding on Seller and enforceable against Seller in accordance with its terms. No consent to such execution, delivery and performance is required from any lender, creditor, investor, judicial or administrative body, governmental authority or other party. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will violate any restriction, court order or agreement to which Seller or the Property is subject.

(b) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary, or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property.

(c) Seller is not a "foreign person" but is a "United States person" as such terms are defined in the Internal Revenue Code of 1986, as amended (the "Code").

(d) There are no parties in possession of any portion of the Property except for Seller, and except any parties in possession pursuant to recorded easements, if any.

(e) No portion of the Property is subject to a right of first refusal or similar contractual right, there are no oral leases or agreements relating to the use or possession of the Property, and there are no written agreements affecting the Property that have not been recorded in the real estate records or have not been delivered to Buyer.

(f) There is no suit, action, legal or other proceeding pending, or to Seller's best knowledge, threatened, which affect the Property.

(g) There are no pending or, to Seller's best knowledge, threatened, requests, applications or proceedings to alter or restrict the zoning or other use restrictions applicable to the Property; Seller has received no notice from any municipal, state, federal or other governmental authority of zoning, building, fire, water, use, health, environmental or other statute, ordinance, code or regulatory violations issued in respect of the Property which have not been heretofore corrected and, to the best of Seller's knowledge, no such violations exist.

(h) All items delivered or to be delivered by Seller pursuant to this Agreement are and will be true, correct and complete in all respects and fairly present the information set forth in a manner that is not misleading.

6.2 Covenants. In addition to Seller's other agreements and undertakings hereunder, Seller hereby covenants and agrees with Buyer that, at Seller's sole cost and expense:

(a) Seller will promptly notify Buyer in writing of any violation, alleged violation or anticipated violation, of any law, regulation, ordinance, order or other requirement of any governmental authority having jurisdiction over or affecting the Property, or any part thereof, of which it gains knowledge or is notified, and will cure any such violation of which it gains knowledge or is notified prior to the Closing.

(b) Seller will promptly pay and discharge all fees, costs, taxes and expenses which are or could become liens or charges against the Property and which are incurred with respect to periods prior to the Closing.

6.3 Closing Updates. At Closing, Seller shall provide to Buyer a Seller Closing Certificate which shall certify, represent and warrant to Buyer, as of the date of Closing, (i) that each and every of the covenants contained in Section 7.2 of this Agreement has been fully satisfied, and (ii) that each and every of the representations and warranties contained in Section 7.1 of this Agreement are and continue to be true and correct on the date of Closing. Each of the representations, warranties and covenants, as reiterated in Seller Closing Certificate, shall survive the Closing and continue in full force and effect notwithstanding the Closing and consummation of the sale contracted for herein. Buyer's sole remedy in the event that Seller discloses a change

of condition, prior to Closing, with respect to any such representation or warranty shall be to terminate this Agreement in which case the parties will be released from any further liability under this Agreement and the Earnest Money Deposit shall be returned to Buyer.

6.4 Buyer Representations and Warranties. Buyer represents and warrants to Seller that:

(a) The execution and delivery of this Agreement by Buyer is binding on Buyer and enforceable against Buyer in accordance with its terms. No consent to such execution, delivery and performance is required from any lender, creditor, investor, judicial or administrative body, governmental authority or other party. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will violate any restriction, court order or agreement to which Buyer or the Property is subject.

(b) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Buyer or pending against Buyer or the Property.

(c) There is no suit, action, legal or other proceeding pending, or to Buyer's best knowledge, threatened, which affect the Buyer's ability to consummate the transaction contemplated by this Agreement.

(d) By closing the transaction contemplated hereby, Buyer acknowledges that it has made or will have made all such independent inspections, investigations and inquiries as it deems necessary concerning the Property including, but not limited to, zoning, classifications, suitability for intended use, location of property boundaries, easements and rights-of-way, the status of utility extensions and availability of utilities, compliance with governmental laws, rules and regulations affecting the Property (including, without limitation, laws relating to land use, environmental conditions and health or safety). Except as specifically set forth in the Agreement, Seller, its members, officers and agents have made no representations, warranties or covenants with respect to the condition of any portion of the Property. Buyer further acknowledges that in the event it acquires the Property, it will be doing so in its then present condition, "AS IS" without further alteration, remediation, development of infrastructure or other improvement. The foregoing disclaimer shall not apply to or in any way diminish the warranties of title contained in the Special Warranty Deed to be delivered at closing.

ARTICLE VII CLOSING

7.1 Time and Place. The date of the exchange of documents (the "Closing") hereinafter described shall take place at the offices of the Title Company. The Closing shall occur on _____, 200____, or on such earlier date as may be mutually agreed upon by Seller and Buyer in writing.

7.2 Seller Delivery. At the Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, each of the following items:

(a) A special warranty deed, duly executed and acknowledged by Seller, conveying good and indefeasible fee simple title in the Property to Buyer, subject only to the Permitted Exceptions.

(b) A bill of sale and assignment duly executed and acknowledged by Seller conveying good and indefeasible title to the Personalty, if any, to Buyer.

(c) A Seller Closing Certificate, as described in Section 7.3, duly executed and acknowledged by Seller.

(d) Affidavits in a form acceptable to Buyer from Seller stating that Seller is not a "foreign person" as defined in the Internal Revenue Code, and such other information as may be required by the Internal Revenue Code.

(e) The owner's title insurance policy in the form specified in Section 3.3 hereof or a specimen format.

(f) An affidavit(s) as to debts, liens and parties in possession in the form customarily used by the Title Company, addressed to each of Buyer and the Title Company, and executed by Seller.

(g) Possession of the Property to Buyer.

(h) Any other additional documents and instruments as in the mutual opinion of Buyer's counsel and Seller's counsel are reasonably necessary to the proper consummation of this transaction.

7.3 Buyer Delivery. At the Closing, Buyer shall deliver to Seller the balance of the Purchase Price, after credit for the Earnest Money Deposit. Buyer shall also deliver any other additional documents and instruments as in the mutual opinion of Buyer's counsel and Seller's counsel are reasonably necessary to the proper consummation of this transaction.

7.4 Adjustments and Prorations. At Closing, the following items shall be adjusted or prorated between Seller and Buyer:

(a) Ad valorem taxes for the Property for the calendar year of Closing. Such proration shall be based upon the ad valorem taxes for the Property for immediately preceding calendar year.

(b) Any other assessments or obligations relating to the Property shall be prorated to the Closing.

ARTICLE VIII ADDITIONAL PROVISIONS

8.1 Indemnity. Each party hereto represents to the other that such respective party has not authorized any broker or finder to act on such party's behalf in connection with the transaction described herein. Each party hereto agrees to indemnify and hold harmless the other party from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party with any broker or finder in connection with this Agreement or the transaction contemplated hereby. This obligation shall survive the closing or any earlier termination of this Agreement.

8.2 Special District Disclosure. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

ARTICLE IX REMEDIES OF DEFAULT

9.1 Seller Default. Seller shall be in default hereunder upon the occurrence of any one or more of the following events:

(a) except as provided in Section 7.3 above with respect to a disclosure by Seller of a change of condition, any of Seller's warranties or representations set forth herein are materially untrue or inaccurate in any respect; or

(b) Seller shall fail to meet, comply with or perform any covenant, agreement, or obligation within the time limits and in the manner required in this Agreement.

In the event of a default by Seller of the type described in 10.1(b) above, Buyer may, at Buyer's sole option, do either of the following:

(a) terminate this Agreement by written notice delivered to Seller at or prior to the Closing in which event the Earnest Money Deposit shall be returned to Buyer; or

(b) enforce specific performance of this Agreement against Seller.

Buyer shall not be required to tender performance hereunder prior to exercising the remedies set forth in this Section 10.1. In the event of a default by Seller of the type described in 10.1(a) above, Buyer may, in addition to and not to the exclusion of any other remedy at law or equity available to Buyer, bring an action against Seller for monetary damages.

9.2 Buyer Default. Unless this Agreement is terminated by Buyer in accordance with the specific provisions hereof, Buyer shall be in default hereunder if Buyer fails to meet, comply with or perform any covenant, agreement, or obligation within the time limits and in the manner required in this Agreement. In the event of a default by Buyer hereunder, Seller, as Seller's sole and exclusive remedy for such default, shall receive the Earnest Money Deposit as liquidated damages, and both parties shall be released from all obligations under this Agreement.

ARTICLE X MISCELLANEOUS

10.1 Notices. All notices, demands, or other communications of any type (herein collectively referred to as "Notices") given by Seller to Buyer or by Buyer to Seller, whether required by this Agreement or in any way related to the transactions contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Section 11.1. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person (provided that such delivery is confirmed by the courier delivery service), or by overnight delivery service with proof of delivery, or by United States Mail, postage prepaid, as a Registered or Certified item, Return Receipt Requested. Notices delivered by personal delivery shall be deemed to have been given at the time of such delivery and notices delivered by mail shall be effective five (5) days following the deposit of such mail in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed, as provided below. Notice may additionally be provided by facsimile transmission so long as a copy of such notice is simultaneously forwarded by one of the other means described above. Any party hereto may change the address for notice specified above by giving the other party ten (10) days advance written notice of such change of address.

10.2 Governing Law and Forum. This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

10.3 No Oral Modification. This Agreement may not be modified or amended, except by an agreement in writing signed by both Seller and Buyer.

10.4 No Oral Waiver. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

10.5 Time of Essence. Time is of the essence of this Agreement.

10.6 Attorneys' Fees. In the event it becomes necessary for either party hereto to commence legal action or any alternative dispute resolution proceeding to enforce this Agreement or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred by such prevailing party in such suit.

10.7 Headings. The descriptive headings of the various Articles and Sections contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

10.8 Total Agreement. This Agreement, including any Exhibits hereto, the Title Commitment, Survey, and the items to be furnished in accordance with Article IV hereof, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement; provided, however, that all certifications, representations and warranties of the parties contained in the statements and schedules to be furnished pursuant to Article VII shall become a part of this Agreement as though set forth herein.

10.9 Counterpart Execution. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. In addition, signatures may be executed by facsimile, with original signatures to follow in a reasonable time.

10.10 Holidays. In the event that the date upon which any duties or obligations, hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding business day.

10.11 Brokers. Neither party has enlisted the assistance of any realtor or broker in connection with this transaction, and each party represents that no commissions or finder's fees are due to any third party as a result of this transaction. Each party agrees to indemnify and hold harmless the other party from liability for any such commissions or fees.

EXECUTED on this the _____ day of _____, 2006.

"BUYER" PARKERSON BROTHERS, LLC, a Colorado limited liability company

By: _____
Alan Parkerson, Manager

"SELLER" CITY OF GRAND JUNCTION, a Colorado home rule municipality

By: _____
Title: _____

Attach 15
Contract with Mesa County for Building Inspection Services
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Building Inspection and Contractor Licensing Agreement					
Meeting Date		July 18, 2007					
Date Prepared		July 10, 2007				File #	
Author		John Shaver			City Attorney		
Presenter Name		Tim Moore			Public Works and Planning Director		
Report results back to Council		<input 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"/> X		<input type="checkbox"/> Formal Agenda		<input checked="" type="checkbox"/> X	
				<input type="checkbox"/> Consent		<input type="checkbox"/> Individual Consideration	

Summary: Approval of contract for building inspection and contractor licensing services with Mesa County. The agreement has served both the City and County well in the past and the recommended action will provide for the continuation of those services. The contract term is for two years.

Budget: Fees for services are provided for in the contract. No direct budget impact.

Action Requested/Recommendation: Approval of the Two Year Building Services Agreement between the City and Mesa County

Attachments: Proposed agreement and resolution approving the contract.

#MCA _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT made and entered into as of the _____ of _____ 2007 by and between the County of Mesa, Colorado, a governmental entity (hereinafter referred to as "Contractor") and the City of Grand Junction, a governmental entity (hereinafter referred to as "City")

WITNESSETH

WHEREAS, The City desires to engage the services of the Contractor to perform certain work for the benefit of the City; and

WHEREAS, The Contractor desires to perform the work for the City in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE PROMISES HEREAFTER SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The services to be provided by the Contractor and the City respectively are as follows:

See Exhibit A attached hereto and made a part hereof by this reference.

2. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.

3. The Contractor shall perform work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work.

4. The Contractor shall proceed with and accomplish the work contracted hereunder upon receipt of a written notice to proceed from the City. Such written notice shall be issued by the City Administrator. The Contract Administrator for the Contractor is the Chief Building Official for Mesa County unless otherwise designated in writing. The Contract Administrator for the City shall be a City appointed Building Official who shall have all of the powers as authorized by Section 104 of the International Building Code. The Contractor shall act as the Building Official's Deputy as described in Section 104 of the International Building Code.

5. For the performance by the Contractor under this Contract, The City shall compensate and reimburse the Contractor in accordance with the provisions set forth in Exhibit "B" attached hereto and made a part hereof by this Reference.

6. At its own expense, The City will provide the following to assist the Contractor in performing under this Contract:

See City provided services in Exhibit "A".

7. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and detail of its work; The City being interested only in the results obtained.

8. Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulation, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded and eliminated in accordance with the highest accepted standards of safety practice. The Contractor shall comply fully with all pertinent Federal, State, or Local Statutes, rules or regulations.

9. This is a personal services' contract on the part of the Contractor. This contract may not be assigned without the prior express written consent of both parties and any attempt to assign this Contract without the prior express written consent of either party shall render the Contract null and void with respect to the attempted assignee.

10. No part of this Contract shall be sublet without the prior express written approval of the City. If the Contractor shall sublet any portion of this Contract, the Contractor shall be fully responsible to the City for acts and omissions of a subcontractor, or persons either directly or indirectly employed and the acts and omissions of persons employed directly or indirectly by the Contractor.

11. The Contractor shall retain in strictest confidence all information furnished to the Contractor by the City and the results of the Contractor's work hereunder. The Contractor shall not disclose such information or results to anyone except the City without the prior written consent of the City. Exception: Those documents and information considered to be public information and/or documents and information found on or which are apart of the building permit.

12. This Contract may be terminated at any time during the term of the Contract by either party upon 90 days written notice of intent to terminate said Contract.

13. Upon termination or expiration of this Contract, the Contractor shall immediately cease field work, prepare a final report on all work accomplished to that time, and deliver to the City the final report and all other documents, papers, calculations, notes, designs, drawings, maps, reports, or other technical papers which have been prepared by the Contractor under the terms of this Contract.

14. This is not an exclusive Contract. The Contractor may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder.

15. The term of this Contract shall be for two (2) years from the date hereof.

16. Contractor shall indemnify and hold harmless the City, its officers, officials, employees, and agents, for any claims or damages, including attorneys' fees, arising from Contractor's negligent performance of its duties hereunder. The City shall indemnify and hold harmless Contractor, its officers, officials, employees, and agents, for any claims or damages, including attorneys' fees, arising from the performance of this Contract other than Contractor's negligent performance of its duties hereunder.

17. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any disputes hereunder shall be in the District Court of the County of Mesa, Colorado.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

BY: _____
Chair,

Attest:

Janice Rich, Clerk & Recorder

Chief Building Official
Mesa County

City of Grand Junction, COLORADO

By: _____

Address

Title

Attest:

Stephanie Tuin, City Clerk

EXHIBIT "A"

1. a) Contractor Provided Services: The Contractor shall review permit applications and all required documents for content and accuracy. The Contractor shall review building plans and specifications for compliance with the most currently adopted building code. The Contractor shall issue the building permit, provide the required inspections, and issue the Certificate of Occupancy after the final inspection is approved, all in compliance with applicable codes, ordinances, and regulations.

b) City Provided Services: The City shall provide to the Contractor the following items: Stationary, forms, envelopes and postage for conducting City related business. If the City does not adopt by ordinance all of the building related codes as are currently adopted and amended by Mesa County or as currently adopted by the State of Colorado then Contractor may terminate this agreement. The Codes to be enforced in the City will be the Codes presently adopted by Mesa County and any such code hereinafter adopted or amended by Mesa County.

The City shall provide a development clearance approval for each building permit to be given to each permit applicant. Contractor shall not issue any permit until the permit applicant delivers the development clearance approved to the Contractor. The development clearance shall state that the City has reviewed the project for compliance with all City zoning and setback requirements, utility taps and driveway locations and found the same to be in compliance and shall grant approval to release a building permit. The Contractor shall verify set-backs as required by the Town, at the time of the first foundation inspection. The City shall be responsible to inspect the project site prior to the issuance of a Certificate of Occupancy by the City to ensure compliance with the development clearance approval mentioned above.

EXHIBIT "B"

The Contractor shall be reimbursed for services provided under this Contract as follows:

a. The Contractor shall charge permit fees for all work that requires the issuance of a building permit. Those fees shall be payable by the permit applicant at the time of permit issuance. Said fees shall be in accordance with the Contractor's the current standard fee schedule as from time to time adopted or amended by the Contractor in its sole discretion.

b. With prior approval the City Building Official, services may be provided by the Contractor that are not covered by the fees described in (a) above and shall be charged to the City according to the following schedules.

City Council Meeting	\$20.00 per hour per person
Ordinance Drafting	\$20.00 per hour per person
Public Nuisance inspections and abatement proceedings	\$20.00 per hour per person
Courtesy inspections not requiring a building permit	\$15.00 per inspection
Contractor's Licensing	95% of Fees Collected

RESOLUTION NO. ____-07

A RESOLUTION AUTHORIZING A CONTRACT WITH MESA COUNTY FOR BUILDING INSPECTION AND CONTRACTOR LICENSING SERVICES

RECITALS:

The City Council of the City of Grand Junction, hereby resolves to enter into a contract with the Mesa County Colorado, for building inspection and contractor licensing services within the City by the County.

The City has previously contracted with the County for such services. The current agreement will soon expire and therefore the contract is being renewed.

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

The agreement with Mesa County Colorado to provide building inspection and contractor licensing services to the City is hereby approved and the City Manager is authorized to sign the agreement.

PASSED AND APPROVED this ____ day of July 2007.

President of the Council Pro Tem

Attest:

Stephanie Tuin
City Clerk

Attach 16

7th Street Corridor Project Phase II – Landscape and Irrigation

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	7 th Street Corridor Project Phase II – Landscape & Irrigation						
Meeting Date	July 18, 2007						
Date Prepared	July 9, 2007	File # - N/A					
Author	Tim Moore Mike Curtis	Public Works and Utilities Manager Project Engineer					
Presenter Name	Tim Moore	Public Works and Utilities Manager					
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
Workshop	X	Formal Agenda			X	Consent	Individual Consideration

Summary: City Council has approved 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. Bids were opened on Tuesday, July 3, 2007 for the 7th Street Corridor Project, Phase II – Landscape and Irrigation.

Budget: Project Nos.: 2011-F59600

Project Budget:

Description	Cost
7th Street Corridor Phase II Landscaping & Irrigation Bid	\$255,800
Funding Source by Project Account No.	
2011-F59600 7 th St	\$232,648
Killian Property Infill Money-landscaping along Rood Avenue within ROW	\$15,000
Allocation of Extra 2007 ¾ cent sales tax revenues*	\$8,152
Total Funding (2011-F59600)	\$255,800

*¾ cent CIP Sales Tax revenues are up 5.5% over budgeted amount of 8% which has generated sufficient funds to cover this expenditure. \$8,152 will need to be allocated in the 2007 CIP budget revisions this Fall to fund this amount on 7th St.

Action Requested/Recommendation: Authorize the City Manager to execute a contract for the 7th Street Corridor Project Phase II with American Civil Constructors, Inc. in the amount of \$255,800.00.

Attachments: None

Background Information:

Bids for the project were opened on July 3, 2007. The low bid was submitted by American Civil Constructors, Inc. in the amount of \$255,800.00. The following bids were received:

Bidder	From	Bid Amount
American Civil Constructors, Inc.	Littleton	\$255,800.00
Clarke & Co., Inc.	Grand Junction	\$277,736.00
G.H. Daniels III & Associates	Gypsum	\$354,732.00
Engineers Estimate		\$252,747.63

A portion of the landscape and irrigation is in the public right-of-way along Rood Avenue in front of the new Killian building and is funded by infill money. \$15,000 of infill money was given to Killian for landscaping. The estimated cost of this landscaping is \$13,155. We agreed to include construction of this landscaping and irrigation in the 7th Street project as well as maintain it.

Construction of the irrigation and landscaping portion of the 7th Street Corridor Project is scheduled to start the end of July with completion scheduled the end of November. The Contractor will start with installation of the irrigation system for Main Street from 7th to 8th Streets followed by 7th Street from Rood Avenue to alley north of White Avenue, 7th Street south of Main to Ute Avenue, and 7th Street north of Main to Rood Avenue. Plantings will take place beginning late fall until the ground freezes. Planting will continue in the Spring of 2008 if not completed by the time the ground freezes.

Attach 17

**Accept the Improvements and Set a Hearing on the Assessments Connected with El Poso Street Improvement District No. ST-06, Phase B
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Accepting the Improvements connected with El Poso Street Improvement District No. ST-06, Phase B, giving Notice of a Hearing, and the First Reading of the Assessment Resolution					
Meeting Date	July 18, 2007					
Date Prepared	July 13, 2007				File #	
Author	Michael Grizenko		Real Estate Technician			
Presenter Name	Tim Moore		Public Works & Planning Director			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X		Formal Agenda	X	Consent
						Individual Consideration

Summary: Improvements in the El Poso Street Improvement District have been completed, from Maldonado Street to Mulberry Street, between West Grand Avenue and West Chipeta Avenue.

A public hearing is scheduled for September 5, 2007

Budget:

Project Budget \$1,469,724
 Project Costs \$1,460,703
 Balance \$ 9,021

Action Requested/Recommendation: Review and adopt proposed Resolution. Review and adopt proposed Ordinance on First Reading for El Poso Street Improvement District ST-06, Phase B.

Attachments: 1) Summary Sheet 2)Map 3) Resolution and Notice of Hearing 4) Assessing Ordinance

Background Information: People’s Ordinance No. 33 authorizes the City Council to create improvement districts and levy assessments when requested by a majority of the property owners to be assessed.

Assessable Project Costs			\$1,460,703
Linear Footage of Street Construction			3783
Assessable Cost/foot of Street Construction (unadjusted)			\$386.12
Total Assessable Footage			4,963.64
Properties considered by Grant		Alley ID Properties	
Grant	\$500,000		
Footage Applied to Grant	4562.12	Footage	401.52
Reduction/foot by Grant	\$109.60	Cost/foot	\$31.50
	Residential	Commercial	Total Assessment
			\$12,647.89
Percentage	97.68%	2.32%	* Estimated maximum: \$21.98 ** Estimated maximum: \$88.37
Footage	4,457.40	104.72	
Unadjusted Cost/foot	(33% rate) \$128.71	(50% rate) \$193.06	
Applied Grant/ft	\$109.60	\$109.60	
Adjusted Cost/ft	\$19.11*	\$83.46**	
Total Assessment	\$85,178.51	\$8,740.27	\$93,918.78
Total Assessment Revenue			\$106,566.67
Total revenue by Grant and Assessments Collected			\$606,566.67
City Share of Costs (58%)			\$854,136.33

Residential property owners on either side of a street improvement each pay for 1/3 of the cost of building the improvements along their frontage. The City pays the remaining 1/3 of the cost. Commercial properties on either side pay the full cost of their half of the street improvement. Those commercial properties on the North side of West Chipeta Avenue which have signed a Power of Attorney for Alley Improvements for West Chipeta shall be assessed at the alley commercial rate of \$31.50/foot.

Grant money in the amount of \$500,000 has been obtained and will apply directly to lower the amount of assessments. Those commercial properties receiving the commercial alley assessment are not eligible for grant money.

A summary of the process that follows submittal of the petition is provided below.

Items preceded by a √ indicate steps already taken with this Improvement District and the item preceded by a ► indicates the step being taken with the current Council action.

1. √ City Council passes a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.

2. ✓ Council conducts a public hearing and passes a Resolution creating the Improvement District. The public hearing is for questions regarding validity of the submitted petitions.
3. ✓ Council awards the construction contract.
4. ✓ Construction.
5. ✓ After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the Improvement District.
6. ► Council passes a Resolution approving and accepting the improvements, gives notice of a public hearing concerning a proposed Assessing Ordinance, and conducts a first reading of a proposed Assessing Ordinance.
7. Council conducts a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
8. The adopted Ordinance is published for three consecutive days.
9. The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at anytime during the ten-year period.

The second reading and public hearing is scheduled for the September 5, 2007 Council meeting. The published assessable costs include a one-time charge of 6% for costs of collection and other incidentals. This fee will be deducted for assessments paid in full by October 8, 2007. Assessments not paid in full will be turned over to the Mesa County Treasurer for collection under a 10-year amortization schedule with simple interest at the rate of 8% accruing against the declining balance.

**OWNERSHIP SUMMARY
EL POSO STREET IMPROVEMENT DISTRICT
No. ST-06, PHASE B**

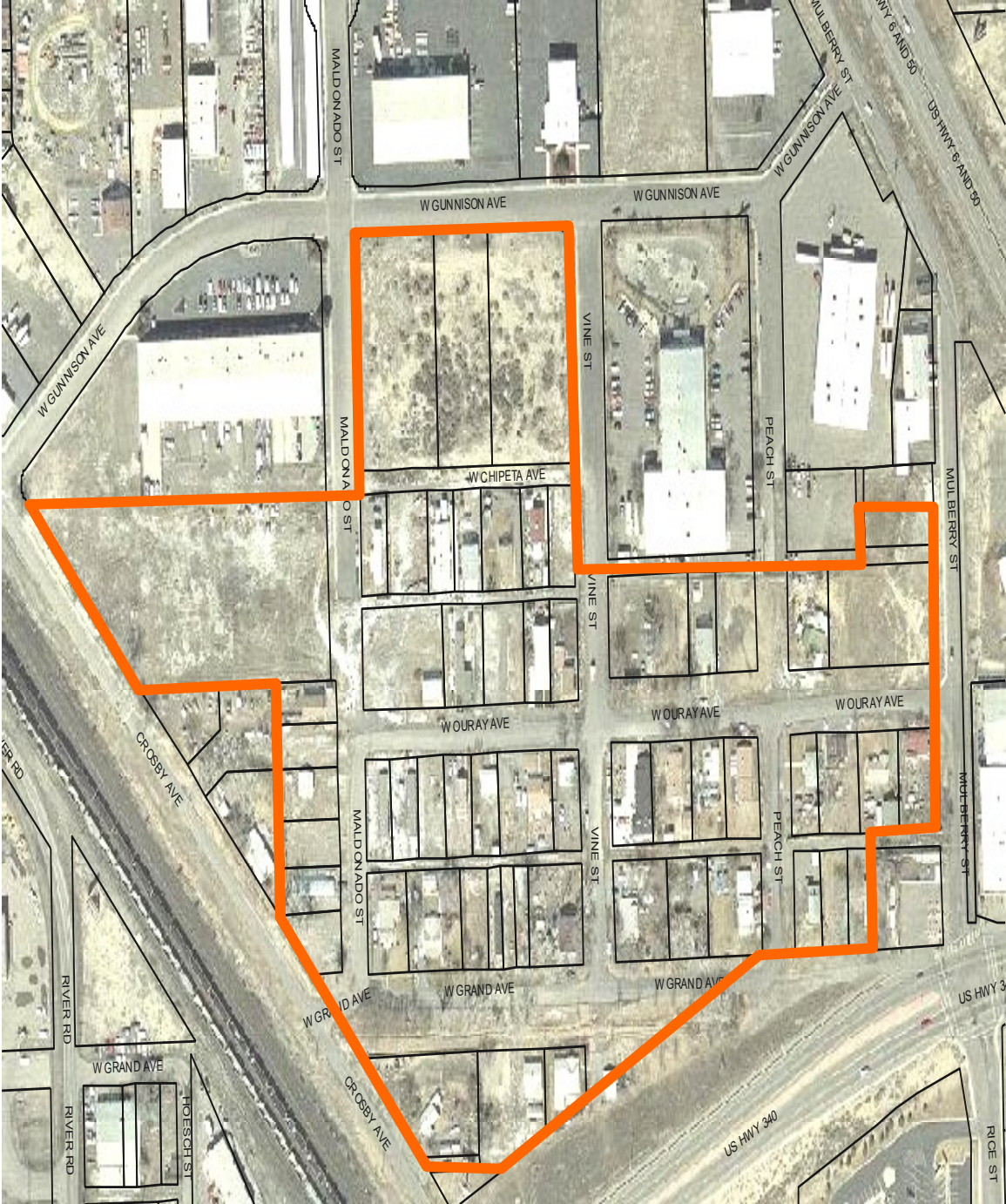
* Estimated maximum assessments, discounted by grant, but with \$77,000 worth of contingencies built into the calculation of the maximums, which amount was used for the petition process.

OWNER	PROPERTY ADDRESS	FRONTAGE	COST/FT*	ASSESSMENT*
• Luisa F. Cordova, etal	410 W Ouray Avenue	75	\$ 21.98	\$ 1,648.50
Jennie Trujillo & Esther Lujan	417 W Chipeta Avenue	75	\$ 21.98	\$ 1,648.50
Margarito & Genevieve Diaz	550 Maldonado Street	50	\$ 21.98	\$ 1,099.00
John & Virginia Trujillo	Vacant	150	\$ 21.98	\$ 3,297.00
John & Virginia Trujillo	402 W Ouray Avenue	125	\$ 21.98	\$ 2,747.50
John & Virginia Trujillo	401 W Chipeta Avenue	125	\$ 21.98	\$ 2,747.50
Edmond & Petra L. Ybarra	403 W Ouray Avenue	125	\$ 21.98	\$ 2,747.50
Adam & Charalene Bera	415 W Ouray Avenue	100	\$ 21.98	\$ 2,198.00
Bill M. & Shauna Lee Williams	404 W Grand Avenue	25	\$ 21.98	\$ 549.50
Isidore & Rosie M. Garcia	503 W Ouray Avenue	50	\$ 21.98	\$ 1,099.00
Isidore & Rosie M. Garcia	501 W Ouray Avenue	50	\$ 21.98	\$ 1,099.00
Emma Weston & Thomas Brunz	505 W Ouray Avenue	50	\$ 21.98	\$ 1,099.00
• Alma Bera	416 W Grand Avenue	125	\$ 21.98	\$ 2,747.50
Darren Davidson	408 W Grand Avenue	25	\$ 21.98	\$ 549.50
Darren Davidson	406 W Grand Avenue	25	\$ 21.98	\$ 549.50
Mary Dell Montoya, etal	Vacant	50	\$ 21.98	\$ 1,099.00
Frank & Julia M. Maldonado	402 W Grand Avenue	125	\$ 21.98	\$ 2,747.50
Mac & Bernice E. Bera	414 W Grand Avenue	100	\$ 21.98	\$ 2,198.00
Mac & Bernice Bera	459 W Ouray Avenue	50	\$ 21.98	\$ 1,099.00
Douglas F. & Kelly M. Murphy	411 W Chipeta Avenue	50	\$ 21.98	\$ 1,099.00
Eugene D & Charles A Cordova	460 W Ouray Avenue	75	\$ 21.98	\$ 1,648.50
Greg & Amy R. Varela	408 W Ouray Avenue	75	\$ 21.98	\$ 1,648.50
Lance S. & Roberta L. Moore	501 Maldonado Street	53.5	\$ 21.98	\$ 1,175.93
Felix Maldonado, Jr.	431 Maldonado Street	64	\$ 21.98	\$ 1,406.72
Isabel Serrano	421 Maldonado Street	57	\$ 21.98	\$ 1,252.86
Robert & Barbara Yurick	411 Maldonado Street	57	\$ 21.98	\$ 1,252.86

Frank Maldonado	510 W Grand Avenue	74.9	\$ 21.98	\$ 1,646.30
Kim R. DeCoursey, etal	451 Maldonado Street	53.5	\$ 21.98	\$ 1,175.93
Theresa Yribia	509 W Ouray Avenue	125	\$ 21.98	\$ 2,747.50
• Theresa Yribia	405 W Chipeta Avenue	50	\$ 21.98	\$ 1,099.00
• Theresa Yribia	404 W Ouray Avenue	50	\$ 21.98	\$ 1,099.00
• Theresa Yribia	413 W Chipeta Avenue	50	\$ 21.98	\$ 1,099.00
• Theresa M. Yribia	357 W Ouray Avenue	125	\$ 21.98	\$ 2,747.50
John J. & Virginia S. Trujillo	323 W Ouray Avenue	75	\$ 21.98	\$ 1,648.50
John J. & Virginia S. Trujillo	321 W Ouray Avenue	62.5	\$ 21.98	\$ 1,373.75
Juanita A. & John J. Trujillo	319 W Ouray Avenue	125	\$ 21.98	\$ 2,747.50
Frank & J.M. Maldonado	350 W Grand Avenue	125	\$ 21.98	\$ 2,747.50
Alberto Maldonado Estate	324 W Grand Avenue	75	\$ 21.98	\$ 1,648.50
Frank Joe & Lois J. Jimenez	320 W Grand Avenue	125	\$ 21.98	\$ 2,747.50
Dolores S. Trujillo	350 W Ouray Avenue	150	\$ 21.98	\$ 3,297.00
Gene Taylor	320 W Ouray Avenue	50	\$ 21.98	\$ 1,099.00
Theresa M. Yribia	318 W Ouray Avenue	75	\$ 21.98	\$ 1,648.50
Bobby L. Ulibarri & Betty I. Padilla	314 W Ouray Avenue	75	\$ 21.98	\$ 1,648.50
Gene Taylor's Sporting Goods	Vacant	25	\$ 21.98	\$ 549.50
Jesus Hernandez & Jaime Olivas	305 W Ouray Avenue	75	\$ 21.98	\$ 1,648.50
Randy L. & Leah B. Rowe	307 W Ouray Avenue	75	\$ 21.98	\$ 1,648.50
Marcia M. & Frank M. Cordova	315 W Ouray Avenue	75	\$ 21.98	\$ 1,648.50
Ruby Varela	317 W Ouray Avenue	125	\$ 21.98	\$ 2,747.50
Dolores E. Zamora	230 W Grand Avenue	125	\$ 21.98	\$ 2,747.50
Linda Cole	314 W Grand Avenue	50	\$ 21.98	\$ 1,099.00
Lynn G. Pleasant	310 W Grand Avenue	50	\$ 21.98	\$ 1,099.00
725 Scarlett, LLC	555 W Gunnison Avenue	150.19	\$ 31.50	\$ 4,730.99
725 Scarlett, LLC	Vacant	100	\$ 31.50	\$ 3,150.00
Storage Storage, LLC	575 W Gunnison Avenue	151.33	\$ 31.50	\$ 4,766.90
C B & G Partnership	531 Maldonado Street	104.72	\$ 88.37	\$ 9,254.11
Dionicia & Jose Arrieta, Sr.	445 Crosby Avenue	210	\$ 21.98	\$ 4,615.80
Jason M. Gulley	407 W Grand Avenue	125	\$ 21.98	\$ 2,747.50
Frank M. & Marcia Cordova	401 W Grand Avenue	75	\$ 21.98	\$ 1,648.50
TOTALS		4913.64		\$118,776.65

- Indicates owners signing in favor of improvements are 46/58 or 79% and 83% of the assessable footage.

BOUNDARY OF THE PROPOSED EL POSEO STREET IMPROVEMENT DISTRICT



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

**A RESOLUTION APPROVING AND ACCEPTING THE IMPROVEMENTS
CONNECTED WITH STREET IMPROVEMENT DISTRICT NO. ST-06, PHASE B**

WHEREAS, the City Council of the City of Grand Junction, Colorado, has reported the completion of Street Improvement District No. ST-06, Phase B; and

WHEREAS, the City Council has caused to be prepared a statement showing the assessable cost of the improvements of Street Improvement District No. ST-06, Phase B, and apportioning the same upon each lot or tract of land to be assessed for the same;

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

1. That the improvements connected therewith in said District be, and the same are hereby approved and accepted; that said statement be, and the same is hereby approved and accepted as the statement of the assessable cost of the improvements of said Street Improvement District No. ST-06, Phase B;
2. That the same be apportioned on each lot or tract of land to be assessed for the same;
3. That the City Clerk shall immediately advertise for three (3) days in the Daily Sentinel, a newspaper of general circulation published in said City, a Notice to the owners of the real estate to be assessed, and all persons interested generally without naming such owner or owners, which Notice shall be in substantially the form set forth in the attached "NOTICE", that said improvements have been completed and accepted, specifying the assessable cost of the improvements and the share so apportioned to each lot or tract of land; that any complaints or objections that may be made in writing by such owners or persons shall be made to the Council and filed with the City Clerk within thirty (30) days from the first publication of said Notice; that any objections may be heard and determined by the City Council at its first regular meeting after said thirty (30) days and before the passage of the ordinance assessing the cost of the improvements, all being in accordance with the terms and provisions of Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended.

PASSED and ADOPTED this ____ day of _____, 2007.

President of the Council

Attest:

City Clerk

NOTICE

NOTICE IS HEREBY GIVEN that a hearing is scheduled for September 5, 2007, at 7:00 p.m., to hear complaints or objections of the owners of the real estate hereinafter described, said real estate comprising the Districts of lands known as Street Improvement District No. ST-06, Phase B, and all persons interested therein as follows:

Lots 1 through 3, inclusive, Trujillo Subdivision, and also;

Lots 1 through 6, inclusive, Maldonado Subdivision, and also;

Lots 9 through 22, inclusive, Block 3, Carpenter's Subdivision No. 2, and also;

Lots 1 through 22, inclusive, Block 4, Carpenter's Subdivision No. 2, and also;

Lots 3, 4, and Lots 12 through 22, inclusive, Block 1 Carpenter's Subdivision No. 2, and also;

Lots 12 through 22, inclusive, Block 2, Carpenter's Subdivision No. 2, and also;

Lots 1 through 3, inclusive, and Lots 9 through 17, inclusive, Block 7, Carpenter's Subdivision No. 2, and also;

Lots 1 and 2, Coleman Subdivision, and also;

Lot 10, Block 6, Six and Fifty West Subdivision, Filing No. Two, and also;

Lots 4 and 5, inclusive, Block 7, Six and Fifty West Subdivision, Filing No. Two, and also;

Lot 1, DeRush Subdivision, and also;

Lot 1, Reman Simple Subdivision, and also;

The East 460 feet of the South 660 feet of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian. All in the City of Grand Junction, Mesa County, Colorado.

All in the City of Grand Junction, and Mesa County, Colorado.

That the improvements in and for said District ST-06, Phase B, which are authorized by and in accordance with the terms and provisions of Resolution No. 24-06, passed and adopted on the 5th day of April, 2006, declaring the intention of the City Council of the City of Grand Junction, Colorado, to create a local Street Improvement District to be known as El Poso Street Improvement District No. ST-06, Phase B, with the terms and provisions of Resolution No. 44-06, passed and adopted on the 17th day of May, 2006, creating and establishing said District, all being in accordance with the terms and provisions of Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended, have been completed and have been accepted by the City Council of the City of Grand Junction, Colorado;

The City has inspected and accepted the condition of the improvements installed. The amount to be assessed from those properties benefiting from the improvements is \$112,960.60, after reduction of \$500,000 in grants to reduce base assessments. Said amount including six percent (6%) for cost of collection and other incidentals; that the part apportioned to and upon each lot or tract of land within said District and assessable for said improvements is hereinafter set forth; that payment may be made to the Finance Director of the City of Grand Junction at any time within

thirty (30) days after the final publication of the assessing ordinance assessing the real estate in said District for the cost of said improvements, and that the owner(s) so paying should be entitled to an allowance of six percent (6%) for cost of collection and other incidentals;

That any complaints or objections that may be made in writing by the said owner or owners of land within the said District and assessable for said improvements, or by any person interested, may be made to the City Council and filed in the office of the City Clerk of said City within thirty (30) days from the first publication of this Notice will be heard and determined by the said City Council at a public hearing on Wednesday, September 5, 2007, at 7:00 p.m. in the City Auditorium, 250 N. 5th Street, Grand Junction, Colorado, before the passage of any ordinance assessing the cost of said improvements against the real estate in said District, and against said owners respectively as by law provided;

That the sum of \$112,960.60 for improvements is to be apportioned against the real estate in said District and against the owners respectively as by law provided in the following proportions and amounts severally as follows, to wit:

TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-151-00-038	Beginning 335 ft N and 410 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 50 ft; thence S 125 ft; thence E 50 ft; thence N to the point of beginning, City of Grand Junction.	\$ 2,532.00
2945-151-00-047	Beginning 60 ft W and 535 ft N of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 50 ft; thence S 125 ft; thence E to the point of beginning, except right of way as described in Book 4161, Page 239, City of Grand Junction.	\$ 2,532.00
2945-151-00-048	Beginning 535 ft N and 110 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 50 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-049	Beginning 160 ft W and 535 ft N of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 75 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 1,519.20
2945-151-00-052	Beginning 535 ft N and 285 ft W of the SW	\$ 1,012.80

	corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 50 ft; thence N 125 ft; thence E 50 ft; thence S to the point of beginning, City of Grand Junction.	
2945-151-00-053	Beginning 535 ft N and 335 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 75 ft; thence N 125 ft; thence E 75 ft; thence S 125 ft to the point of beginning, City of Grand Junction.	\$ 1,519.20
2945-151-00-054	Beginning 535 ft N and 410 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 50 ft; thence N 125 ft; thence E 50 ft; thence S to the point of beginning, except right of way as described in Book 4161, Page 235, City of Grand Junction.	\$ 1,012.80
2945-151-24-001	Lot 1, J.T. Subdivision, City of Grand Junction	\$ 2,532.00
2945-151-00-059	Beginning 395 ft N and 110 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 50 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-060	Beginning 395 ft N and 60 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 50 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 2,532.00
2945-151-00-061	Beginning 335 ft N and 60 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence S 125 ft; thence W 50 ft; thence N 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 2,532.00
2945-151-00-062	Beginning 335 ft N and 110 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 100 ft; thence S 125 ft; thence E 100 ft; thence N to the point of beginning, City of Grand Junction	\$ 2,025.61
2945-151-00-063	Beginning 70 ft N and 160 ft W of the SE corner of the SW 1/4 NE 1/4 of Section	\$ 506.40

	15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 25 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction	
2945-151-00-064	Beginning 335 ft N and 210 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 50 ft; thence S 125 ft; thence E 50 ft; thence N to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-065	Beginning 335 ft N and 260 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence S 125 ft; thence W 50 ft; thence N 125 ft; thence E 50 ft to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-066	Beginning 335 ft N and 310 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence S 125 ft; thence W 50 ft; thence N 125 ft; thence E 50 ft to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-067	Beginning 335 ft N and 360 ft W of the SE corner of the SW1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 50 ft; thence S 125 ft; thence E 50 ft; thence N 125 ft to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-074	Beginning 70 ft N and 385 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 75 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 2,532.00
2945-151-00-077	Beginning 70 ft N and 210 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 25 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 506.40
2945-151-00-078	Beginning 70 ft N and 235 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 50 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 1,012.80

2945-151-00-079	Beginning 70 ft N and 185 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 25 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 506.40
2945-151-00-081	Beginning 70 ft N and 60 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 100 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 2,532.00
2945-151-00-115	Beginning at a point 395 FT N & 235 FT W of the SE Corner of the SW¼ NE ¼ Section 15, T1S, R1W of the Ute Meridian; thence W 75 FT; thence N 125 FT; thence E 75 FT; thence S 125 FT to the Point of Beginning, City of Grand Junction.	\$ 1,519.20
2945-151-00-106	Beginning 70 ft N & 310 ft W of the SE Cor SW4NE4 SEC 15 1S 1W N 125 ft, W 75 ft, S 125 ft, E to the beginning; & Beginning 70 ft N & 285 ft W of the SE Cor SW4NE4 SEC 15 1S 1W N 125 ft, W 25 ft, S 125 ft, E to the beginning, City of Grand Junction.	\$ 2,025.61
2945-151-00-110	Beginning 535 FT N & 235 FT W of the SW corner of the SE ¼ NE ¼ Section 15 T1S, R1W of the Ute Meridian; thence W 25 FT; thence N 125 FT; thence E 25 FT; thence S 125 FT to the Point of Beginning, and beginning 535 FT N & 260 FT W of the SE corner of the SW ¼ NE ¼ Section 15, T1S, R1W of the Ute Meridian; thence W 25 FT: thence N 125 FT; thence E 25FT; thence S to the Point of Beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-116	Beginning 395 feet N & 210 feet W of the SE Corner SW4NE4 SEC 15 1S 1W, N 125 feet, W 25 feet, S 125 feet, E 25 feet to the point of beginning, and beginning at a point 395 FT N & 160 FT W of the SW corner of SE ¼ NE ¼ Section 15, T1S, R1W of the Ute Meridian; thence N 125 FT; thence W 50 FT; thence S 125 FT; thence E 50 FT to the Point of Beginning, City of Grand Junction.	\$ 1,519.20
2945-151-02-009	Lots 12 through 14, inclusive, Block 1,	\$ 1,519.20

	Carpenter's Subdivision #2, City of Grand Junction.	
2945-151-02-011	Lots 3 and 4, and Lots 15 through 22 inclusive, Block 1, Carpenter Subdivision #2, City of Grand Junction.	\$ 506.40
2945-151-03-002	Lots 12 through 17 inclusive, Block 2, Carpenter Subdivision #2, City of Grand Junction.	\$ 3,038.41
2945-151-03-003	Lots 18 and 19, Block 2, Carpenter Subdivision #2, City of Grand Junction.	\$ 1,012.80
2945-151-03-004	Lots 20, 21, and 22, inclusive, Block 2, Carpenters Subdivision #2, City of Grand Junction.	\$ 1,519.20
2945-151-04-001	Lots 9 through 11 inclusive, Block 3, Carpenter Subdivision #2, City of Grand Junction	\$ 2,532.00
2945-151-04-006	Lots 16 through 18 inclusive, Block 3, Carpenter Subdivision #2, City of Grand Junction.	\$ 1,519.20
2945-151-04-009	Lot 1, Trujillo Subdivision, City of Grand Junction.	\$ 2,532.00
2945-151-04-010	Lot 2, Trujillo Subdivision, City of Grand Junction.	\$ 1,266.00
2945-151-04-011	Lot 3, Trujillo Subdivision, City of Grand Junction.	\$ 1,519.20
2945-151-04-018	Lots 12 through 15 inclusive, Block 3, Carpenter Subdivision #2, City of Grand Junction.	\$ 2,532.00
2945-151-04-017	Lots 19 through 22, Block 3, Carpenter Subdivision #2, City of Grand Junction.	\$ 2,532.00
2945-151-05-001	Lots 10 and 11, Block 4, Carpenter Subdivision #2, City of Grand Junction.	\$ 2,532.00
2945-151-05-002	Lots 7 to 9 inclusive, Block 4 Carpenter Subdivision #2, City of Grand Junction	\$ 1,519.20
2945-151-05-006	Lots 12 and 13, Block 4, Carpenter Subdivision #2, City of Grand Junction.	\$ 2,532.00
2945-151-05-007	Lots 14 and 15, Block 4, Carpenter Subdivision #2, City of Grand Junction	\$ 1,012.80
2945-151-05-011	Lots 4 through 6 inclusive, Block 4, Carpenter Subdivision #2, City of Grand Junction.	\$ 1,519.20
2945-151-05-013	Lots 1 through 3, Block 4, Carpenter Subdivision #2, City of Grand Junction	\$ 1,519.20
2945-151-05-014	Lots 16 and 17, Block 4, Carpenter Subdivision #2, City of Grand Junction	\$ 1,012.80

2945-151-09-001	Lot 1, Maldonado Subdivision, City of Grand Junction	\$ 1,083.70
2945-151-09-002	Lot 2, Maldonado Subdivision, City of Grand Junction	\$ 1,083.70
2945-151-09-003	Lot 3, Maldonado Subdivision, City of Grand Junction	\$ 1,296.39
2945-151-09-004	Lot 4, Maldonado Subdivision, City of Grand Junction	\$ 1,154.59
2945-151-09-005	Lot 5, Maldonado Subdivision, City of Grand Junction	\$ 1,154.59
2945-151-09-006	Lot 6, Maldonado Subdivision, except right of way as described in Book 4161, Page 241, City of Grand Junction	\$ 1,517.18
2945-151-20-001	Lot 1, Reman Simple Subdivision, City of Grand Junction	\$ 5,014.85
2945-151-12-010	Lot 10, Block 6, Six and Fifty West Subdivision, Filing No. Two, City of Grand Junction	\$ 9,264.69
2945-151-13-012	Lots 4 & 5, Block 7, Six and Fifty West Subdivision, Filing No. Two, City of Grand Junction	\$ 3,339.00
2945-154-11-004	Lots 9 to 17 inclusive, Block 7, Carpenter Subdivision #2, City of Grand Junction	\$ 4,253.77
2945-154-11-010	Lots 1 to 3 inclusive, Block 7, Carpenter Subdivision #2 (Except Hwy as Desc in Book 983 at Page 91 & Book 986 at Page 173 Mesa County Records), City of Grand Junction	\$ 1,519.20
2945-154-11-013	Lots 1 & 2, Coleman Subdivision, City of Grand Junction	\$ 2,532.00
2945-151-39-001	Lot 1, Derush Subdivision, City of Grand Junction	\$ 5,052.91
2945-151-24-002	Lot 2, J.T. Subdivision, City of Grand Junction	\$ 1,519.20

Dated at Grand Junction, Colorado, this _____ day of _____, 2007.

BY ORDER OF THE CITY COUNCIL,
CITY OF GRAND JUNCTION, COLORADO

By: _____
City Clerk

ORDINANCE NO. ____

AN ORDINANCE APPROVING THE ASSESSABLE COST OF THE IMPROVEMENTS MADE IN AND FOR EL POSO STREET IMPROVEMENT DISTRICT NO. ST-06, PHASE B, IN THE CITY OF GRAND JUNCTION, COLORADO, PURSUANT TO ORDINANCE NO. 178, ADOPTED AND APPROVED THE 11TH DAY OF JUNE, 1910, AS AMENDED; APPROVING THE APPORTIONMENT OF SAID COST TO EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICTS; ASSESSING THE SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICTS; APPROVING THE APPORTIONMENT OF SAID COST AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENT.

WHEREAS, the City Council and the Municipal Officers of the City of Grand Junction, in the State of Colorado, have complied with all the provisions of law relating to certain improvements in El Poso Street Improvement District No. ST-06, Phase B, in the City of Grand Junction, pursuant to Ordinance No.178 of said City, adopted and approved June 11, 1910, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, and pursuant to the various resolutions, orders and proceedings taken under said Ordinance; and

WHEREAS, the City Council has heretofore caused to be published the Notice of Completion of said local improvements in said El Poso Street Improvement District No. ST-06, Phase B, and the apportionment of the cost thereof to all persons interested and to the owners of real estate which is described therein, said real estate comprising the district of land known as El Poso Street Improvement District No. ST-06, Phase B, in the City of Grand Junction, Colorado, which said Notice was caused to be published in The Daily Sentinel, the official newspaper of the City of Grand Junction (the first publication thereof appearing on July 20, 2007, and the last publication thereof appearing on July 22, 2007); and

WHEREAS, said Notice recited the share to be apportioned to and upon each lot or tract of land within said Districts assessable for said improvements, and recited that complaints or objections might be made in writing to the Council and filed with the Clerk within thirty (30) days from the first publication of said Notice, and that such complaints would be heard and determined by the Council at its first regular meeting after the said thirty (30) days and before the passage of any ordinance assessing the cost of said improvements; and

WHEREAS, no written complaints or objections have been made or filed with the City Clerk as set forth in said Notice; and

WHEREAS, the City Council has fully confirmed the statement prepared by the City Engineer and certified by the President of the Council showing the assessable

cost of said improvements and the apportionment thereof heretofore made as contained in that certain Notice to property owners in El Poso Street Improvement District No. ST-06, Phase B, duly published in the Daily Sentinel, the official newspaper of the City, and has duly ordered that the cost of said improvements in said El Poso Street Improvement District No. ST-06, Phase B, be assessed and apportioned against all of the real estate in said District in the portions contained in the aforesaid Notice; and

WHEREAS, from the statement made and filed with the City Clerk by the City Engineer, it appears that the assessable cost of the said improvements is \$112,960.60; and

WHEREAS, from said statement it also appears the City Engineer has apportioned a share of the assessable cost to each lot or tract of land in said District in the following proportions and amounts, severally, to wit:

TAX SCHEDULE NO.	LEGAL DESCRIPTION	ASSESSMENT
2945-151-00-038	Beginning 335 ft N and 410 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 50 ft; thence S 125 ft; thence E 50 ft; thence N to the point of beginning, City of Grand Junction.	\$ 2,532.00
2945-151-00-047	Beginning 60 ft W and 535 ft N of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 50 ft; thence S 125 ft; thence E to the point of beginning, except right of way as described in Book 4161, Page 239, City of Grand Junction.	\$ 2,532.00
2945-151-00-048	Beginning 535 ft N and 110 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 50 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-049	Beginning 160 ft W and 535 ft N of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 75 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 1,519.20
2945-151-00-052	Beginning 535 ft N and 285 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W	\$ 1,012.80

	50 ft; thence N 125 ft; thence E 50 ft; thence S to the point of beginning, City of Grand Junction.	
2945-151-00-053	Beginning 535 ft N and 335 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 75 ft; thence N 125 ft; thence E 75 ft; thence S 125 ft to the point of beginning, City of Grand Junction.	\$ 1,519.20
2945-151-00-054	Beginning 535 ft N and 410 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 50 ft; thence N 125 ft; thence E 50 ft; thence S to the point of beginning, except right of way as described in Book 4161, Page 235, City of Grand Junction.	\$ 1,012.80
2945-151-24-001	Lot 1, J.T. Subdivision, City of Grand Junction	\$ 2,532.00
2945-151-00-059	Beginning 395 ft N and 110 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 50 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-060	Beginning 395 ft N and 60 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 50 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 2,532.00
2945-151-00-061	Beginning 335 ft N and 60 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence S 125 ft; thence W 50 ft; thence N 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 2,532.00
2945-151-00-062	Beginning 335 ft N and 110 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 100 ft; thence S 125 ft; thence E 100 ft; thence N to the point of beginning, City of Grand Junction	\$ 2,025.61
2945-151-00-063	Beginning 70 ft N and 160 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 25 ft; thence S 125 ft;	\$ 506.40

	thence E to the point of beginning, City of Grand Junction	
2945-151-00-064	Beginning 335 ft N and 210 ft W of the SW corner of the SE 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 50 ft; thence S 125 ft; thence E 50 ft; thence N to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-065	Beginning 335 ft N and 260 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence S 125 ft; thence W 50 ft; thence N 125 ft; thence E 50 ft to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-066	Beginning 335 ft N and 310 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence S 125 ft; thence W 50 ft; thence N 125 ft; thence E 50 ft to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-067	Beginning 335 ft N and 360 ft W of the SE corner of the SW1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence W 50 ft; thence S 125 ft; thence E 50 ft; thence N 125 ft to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-074	Beginning 70 ft N and 385 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 75 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 2,532.00
2945-151-00-077	Beginning 70 ft N and 210 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 25 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 506.40
2945-151-00-078	Beginning 70 ft N and 235 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 50 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-079	Beginning 70 ft N and 185 ft W of the SE corner of the SW 1/4 NE 1/4 of Section	\$ 506.40

	15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 25 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	
2945-151-00-081	Beginning 70 ft N and 60 ft W of the SE corner of the SW 1/4 NE 1/4 of Section 15, T1S, R1W, of the Ute Meridian; thence N 125 ft; thence W 100 ft; thence S 125 ft; thence E to the point of beginning, City of Grand Junction.	\$ 2,532.00
2945-151-00-115	Beginning at a point 395 FT N & 235 FT W of the SE Corner of the SW 1/4 NE 1/4 Section 15, T1S, R1W of the Ute Meridian; thence W 75 FT; thence N 125 FT; thence E 75 FT; thence S 125 FT to the Point of Beginning, City of Grand Junction.	\$ 1,519.20
2945-151-00-106	Beginning 70 ft N & 310 ft W of the SE Cor SW4NE4 SEC 15 1S 1W N 125 ft, W 75 ft, S 125 ft, E to the beginning; & Beginning 70 ft N & 285 ft W of the SE Cor SW4NE4 SEC 15 1S 1W N 125 ft, W 25 ft, S 125 ft, E to the beginning, City of Grand Junction.	\$ 2,025.61
2945-151-00-110	Beginning 535 FT N & 235 FT W of the SW corner of the SE 1/4 NE 1/4 Section 15 T1S, R1W of the Ute Meridian; thence W 25 FT; thence N 125 FT; thence E 25 FT; thence S 125 FT to the Point of Beginning, and beginning 535 FT N & 260 FT W of the SE corner of the SW 1/4 NE 1/4 Section 15, T1S, R1W of the Ute Meridian; thence W 25 FT; thence N 125 FT; thence E 25 FT; thence S to the Point of Beginning, City of Grand Junction.	\$ 1,012.80
2945-151-00-116	Beginning 395 feet N & 210 feet W of the SE Corner SW4NE4 SEC 15 1S 1W, N 125 feet, W 25 feet, S 125 feet, E 25 feet to the point of beginning, and beginning at a point 395 FT N & 160 FT W of the SW corner of SE 1/4 NE 1/4 Section 15, T1S, R1W of the Ute Meridian; thence N 125 FT; thence W 50 FT; thence S 125 FT; thence E 50 FT to the Point of Beginning, City of Grand Junction.	\$ 1,519.20
2945-151-02-009	Lots 12 through 14, inclusive, Block 1, Carpenter's Subdivision #2, City of Grand Junction.	\$ 1,519.20

2945-151-02-011	Lots 3 and 4, and Lots 15 through 22 inclusive, Block 1, Carpenter Subdivision #2, City of Grand Junction.	\$ 506.40
2945-151-03-002	Lots 12 through 17 inclusive, Block 2, Carpenter Subdivision #2, City of Grand Junction.	\$ 3,038.41
2945-151-03-003	Lots 18 and 19, Block 2, Carpenter Subdivision #2, City of Grand Junction.	\$ 1,012.80
2945-151-03-004	Lots 20, 21, and 22, inclusive, Block 2, Carpenters Subdivision #2, City of Grand Junction.	\$ 1,519.20
2945-151-04-001	Lots 9 through 11 inclusive, Block 3, Carpenter Subdivision #2, City of Grand Junction	\$ 2,532.00
2945-151-04-006	Lots 16 through 18 inclusive, Block 3, Carpenter Subdivision #2, City of Grand Junction.	\$ 1,519.20
2945-151-04-009	Lot 1, Trujillo Subdivision, City of Grand Junction.	\$ 2,532.00
2945-151-04-010	Lot 2, Trujillo Subdivision, City of Grand Junction.	\$ 1,266.00
2945-151-04-011	Lot 3, Trujillo Subdivision, City of Grand Junction.	\$ 1,519.20
2945-151-04-018	Lots 12 through 15 inclusive, Block 3, Carpenter Subdivision #2, City of Grand Junction.	\$ 2,532.00
2945-151-04-017	Lots 19 through 22, Block 3, Carpenter Subdivision #2, City of Grand Junction.	\$ 2,532.00
2945-151-05-001	Lots 10 and 11, Block 4, Carpenter Subdivision #2, City of Grand Junction.	\$ 2,532.00
2945-151-05-002	Lots 7 to 9 inclusive, Block 4 Carpenter Subdivision #2, City of Grand Junction	\$ 1,519.20
2945-151-05-006	Lots 12 and 13, Block 4, Carpenter Subdivision #2, City of Grand Junction.	\$ 2,532.00
2945-151-05-007	Lots 14 and 15, Block 4, Carpenter Subdivision #2, City of Grand Junction	\$ 1,012.80
2945-151-05-011	Lots 4 through 6 inclusive, Block 4, Carpenter Subdivision #2, City of Grand Junction.	\$ 1,519.20
2945-151-05-013	Lots 1 through 3, Block 4, Carpenter Subdivision #2, City of Grand Junction	\$ 1,519.20
2945-151-05-014	Lots 16 and 17, Block 4, Carpenter Subdivision #2, City of Grand Junction	\$ 1,012.80
2945-151-09-001	Lot 1, Maldonado Subdivision, City of Grand Junction	\$ 1,083.70

2945-151-09-002	Lot 2, Maldonado Subdivision, City of Grand Junction	\$ 1,083.70
2945-151-09-003	Lot 3, Maldonado Subdivision, City of Grand Junction	\$ 1,296.39
2945-151-09-004	Lot 4, Maldonado Subdivision, City of Grand Junction	\$ 1,154.59
2945-151-09-005	Lot 5, Maldonado Subdivision, City of Grand Junction	\$ 1,154.59
2945-151-09-006	Lot 6, Maldonado Subdivision, except right of way as described in Book 4161, Page 241, City of Grand Junction	\$ 1,517.18
2945-151-20-001	Lot 1, Reman Simple Subdivision, City of Grand Junction	\$ 5,014.85
2945-151-12-010	Lot 10, Block 6, Six and Fifty West Subdivision, Filing No. Two, City of Grand Junction	\$ 9,264.69
2945-151-13-012	Lots 4 & 5, Block 7, Six and Fifty West Subdivision, Filing No. Two, City of Grand Junction	\$ 3,339.00
2945-154-11-004	Lots 9 to 17 inclusive, Block 7, Carpenter Subdivision #2, City of Grand Junction	\$ 4,253.77
2945-154-11-010	Lots 1 to 3 inclusive, Block 7, Carpenter Subdivision #2 (Except Hwy as Desc in Book 983 at Page 91 & Book 986 at Page 173 Mesa County Records), City of Grand Junction	\$ 1,519.20
2945-154-11-013	Lots 1 & 2, Coleman Subdivision, City of Grand Junction	\$ 2,532.00
2945-151-39-001	Lot 1, Derush Subdivision, City of Grand Junction	\$ 5,052.91
2945-151-24-002	Lot 2, J.T. Subdivision, City of Grand Junction	\$ 1,519.20

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

Section 1. That the assessable cost and apportionment of the same, as hereinabove set forth, is hereby assessed against all the real estate in said District, and to and upon each lot or tract of land within said District, and against such persons in the portions and amounts which are severally hereinbefore set forth and described.

Section 2. That said assessments, together with all interests and penalties for default in payment thereof, and all cost of collecting the same, shall from the time of final publication of this Ordinance, constitute a perpetual lien against each lot of land herein described, on a parity with the tax lien for general, State, County, City and school

taxes, and no sale of such property to enforce any general, State, County, City or school tax or other lien shall extinguish the perpetual lien of such assessment.

Section 3. That said assessment shall be due and payable within thirty (30) days after the final publication of this Ordinance without demand; provided that all such assessments may, at the election of the owner, be paid in installments with interest as hereinafter provided. Failure to pay the whole assessment within the said period of thirty days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in such installments. All persons so electing to pay in installments shall be conclusively considered and held as consenting to said improvements, and such election shall be conclusively considered and held as a waiver of any and all rights to question the power and jurisdiction of the City to construct the improvements, the quality of the work and the regularity or sufficiency of the proceedings, or the validity or correctness of the assessment.

Section 4. That in case of such election to pay in installments, the assessments shall be payable in ten (10) equal annual installments of the principal. The first of said installments of principal shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter, along with simple interest which has accrued at the rate of 8 percent per annum on the unpaid principal, payable annually.

Section 5. That the failure to pay any installments, whether of principal or interest, as herein provided, when due, shall cause the whole unpaid principal to become due and payable immediately and the whole amount of the unpaid principal and accrued interest shall thereafter draw interest at the rate of 8 percent per annum until the day of sale, as by law provided; but at any time prior to the date of sale, the owner may pay the amount of such delinquent installment or installments, with interest at 8 percent per annum as aforesaid, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any piece of real estate not in default as to any installments may at any time pay the whole of the unpaid principal with interest accrued.

Section 6. That payment may be made to the City Finance Director at any time within thirty days after the final publication of this Ordinance, and an allowance of the six percent added for cost of collection and other incidentals shall be made on all payments made during said period of thirty days.

Section 7. That the monies remaining in the hands of the City Finance Director as the result of the operation and payments under El Poso Street Improvement District No. ST-06, Phase B, shall be retained by the Finance Director and shall be used thereafter for the purpose of further funding of past or subsequent improvement districts which may be or may become in default.

Section 8. That all provisions of Ordinance No. 178 of the City of Grand Junction, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, shall govern and be taken to be a part of this Ordinance with respect to the creation of said El Poso Street Improvement District No. ST-06, Phase B, the construction of the improvements therein, the apportionment and assessment of the cost thereof and the collection of such assessments.

Section 9. That this Ordinance, after its introduction and first reading shall be published once in full in the Daily Sentinel, the official newspaper of the City, at least ten days before its final passage, and after its final passage, it shall be numbered and recorded in the City ordinance record, and a certificate of such adoption and publication shall be authenticated by the certificate of the publisher and the signature of the President of the Council and the City Clerk, and shall be in full force and effect on and after the date of such final publication, except as otherwise provided by the Charter of the City of Grand Junction.

Introduced on First Reading this _____ day of _____, 2007.

Passed and Adopted on the _____ day of _____, 2007

Attest:

City Clerk

President of the Council

Attach 18
Award of Signal System Communications Contract
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject	Award of Signal System Communications contract						
Meeting Date	July 18, 2007						
Date Prepared	June 26, 2007				File #		
Author	Jody Kliska		Transportation Engineer				
	Scott Hockins		Senior Buyer				
Presenter Name	Tim Moore		Public Works and Planning Director				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: Bids were opened on June 26, 2007 for the **Signal Communications Phase 1D** project. The low bid was submitted by **Dillie & Kuhn, Inc.** in the amount of \$274,345.50.

Budget: Funds are budgeted in the 2011 Fund – Project F33800. Funds for 2007 are budgeted in the amount of \$390,508.

Project Costs:

Construction Contract (low bid)	\$274,345.50
Contract Amendment #1	\$ 61,603.25
Construction Inspection/Administration (est.)	\$ 11,000.00
Total Costs	\$346,948.75

Project Funding:

City 2007 CIP Funds	\$390,508.00
2007 Design Costs to Date	\$ 35,461.25
Total Funds Available	\$355,046.75
Total Costs	\$346,948.75
Balance	\$ 8098.00

Action Requested/Recommendation: Authorize the City Manager to execute a construction contract for the **Signal System Communications Phase 1D** project with **Dillie & Kuhn, Inc.** in the amount of \$274,345.50.

Background Information: The following bids were received for this project:

Contractor	City	Bid Amount
Dillie & Kuhn, Inc.	Colorado Springs, CO	\$274,345.50
Apeiron Utility.	Grand Junction, CO	\$328,913.28
Sturgeon Electric	Henderson, CO	\$390,071.60
Power Engineering	Lakewood, CO	\$479,189.38
Niels Fugal Sons Co.	Grand Junction, CO	\$550,745.75
<i>Engineer's Estimate</i>		<i>\$284,150.00</i>

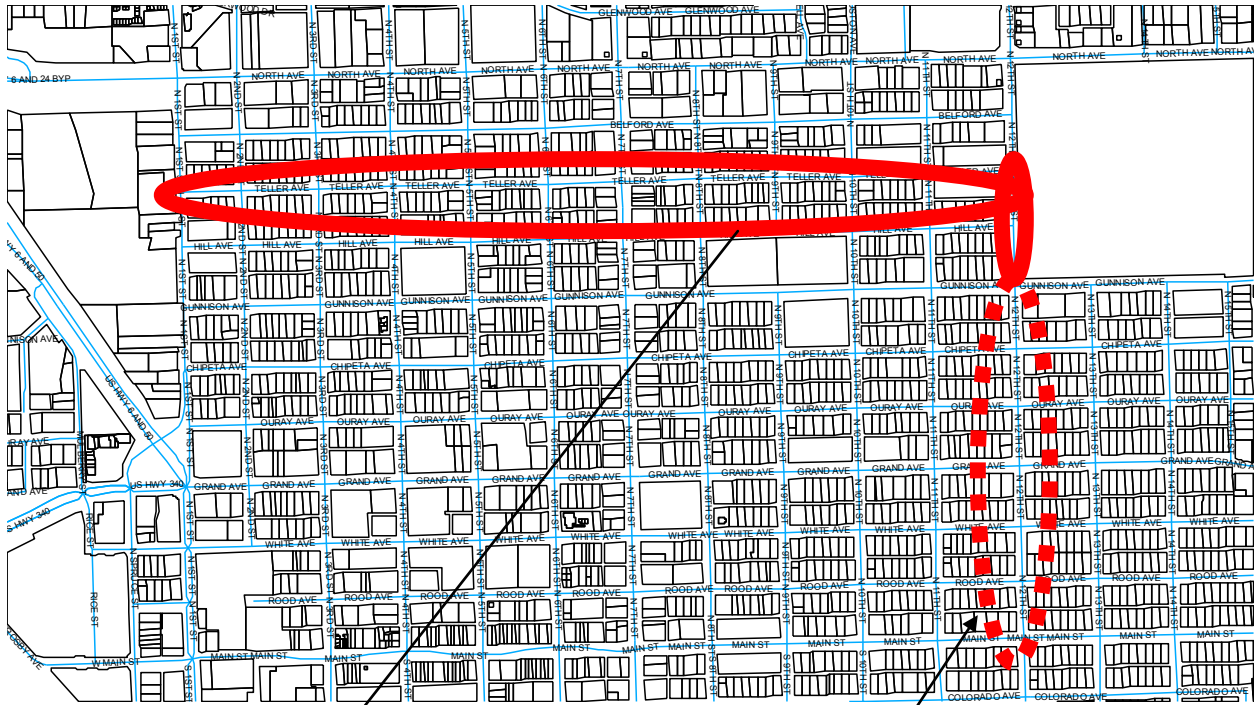
The project will install underground fiber optic cable to connect 5 traffic signals along North Avenue, from 1st Street to 12th Street, 1 signal on 12th Street at Gunnison and connect the Parks Administration Building to the network for computers and phones. Three CCTV cameras will be installed at 1st, 7th and 12th Street for traffic monitoring. The project will connect to the existing fiber optic network at 7th & Gunnison. Contract amendment #12 continues the fiber optic connection to 12th & Main, adding two signals and an additional CCTV camera. The project is the fourth of several programmed in the CIP that will eventually connect the signals throughout the city and be able to tie in with the statewide system. The intent is to permit the City of Grand Junction to control the signal timing from the Transportation Engineering office via a fiber optic connection, with the added benefit of enhancing the computer connections between City facilities.

Purchasing advertised in the Daily Sentinel and electronic notifications were sent to one hundred eighty (180) potential contractors. Twenty six (26) contractors and three (3) plan rooms downloaded or were e-mailed the solicitation package. Six (6) contractors attended the non mandatory bidders briefing. Five (5) responsive responsible bids were received.

The Signal Communications project is a multi-year endeavor to connect the traffic signals and city and county facilities with fiber optic cable for better system operations and data. To date, three construction contracts have been completed that have resulted in connecting 63 traffic signals to the system and have connected City Hall, City Shops, Riverside Parkway office, Two Rivers Convention Center, the Police Station, Fire Stations 1,2 and 3, PD Substation Mesa Mall, County Mesa Mall office, the Food Bank, the Justice Center, Sheriff's Office, County Facilities Building and the County Courthouse. Mesa County has paid for the connections to their buildings.

The CIP has funding for the design and construction of the remainder of the traffic signals within the core city area. North Avenue, 12th Street to 29 1/2 Road, including the signals on 1st, 7th and 12th will be the next area for final design and construction in 2009.

Construction on the North Avenue contract is expected to begin in August and should be completed in early 2008. All of the lines will be bored in place, minimizing impact to traffic.



Original Contract Area

Contract Amendment #1

Attach 19

**Conveyance of a Nonexclusive Easement to Union Pacific Railroad Company
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA								
Subject	Conveyance of a Nonexclusive Easement Across City Property at West Independent Avenue and 25 Road to Union Pacific Railroad Company, a Delaware Corporation							
Meeting Date	July 18, 2007							
Date Prepared	July 13, 2007				File #			
Author	Peggy Holquin			City Real Estate Manager				
Presenter Name	Tim Moore			Public Works & Planning Director				
Report results back to Council	X	No		Yes	When			
Citizen Presentation	X	Yes		No	Name			
	Workshop	X		Formal Agenda	X	Consent		Individual Consideration

Summary: Union Pacific Railroad Company (“UPRR”), is requesting an easement across City property adjacent to West Independent Avenue to memorialize an existing utility use.

Budget: No Fiscal Impact, however, if the Council chose to be compensated, this easement is currently valued at about \$350.00.

Action Requested/Recommendation: Adopt resolution authorizing the City Manager to execute a Grant of Easement Agreement with UPRR.

Attachments: 1) Vicinity Map
2) Proposed Resolution
3) Proposed Easement Agreement

Background Information: The construction of the Riverside Bypass Project required UPRR to relocate utilities from their property to City property adjacent to West Independent Avenue.

The easement shall be nonexclusive; the City reserves the right to use and occupy the encumbered property for any purpose. To comply with the City’s Charter, the initial term of the proposed easement is for a period of 25 years with an option to extend for additional 25 year terms.



25 ROAD

WEST INDEPENDENT AVE.

(Existing 14' Multi-Purpose Easement along northern property boundary)

Proposed Easement

NORTH

RESOLUTION NO. _____

**A RESOLUTION CONCERNING THE GRANTING OF A
NON-EXCLUSIVE UTILITIES EASEMENT
TO UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION**

WHEREAS, the City of Grand Junction is the owner of certain real property situate in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) Section 10, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County

WHEREAS, Union Pacific Railroad Company, a Delaware corporation, ("UPRR"), has requested a non-exclusive utility easement across said City property located on the City's property adjacent to West Independent Avenue and 25 Road for the purposes of installing, operating, maintaining, repairing and replacing utilities and facilities appurtenant thereto.

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

That the City Manager is hereby authorized, on behalf of the City and as an act of the City, to execute the attached Easement Agreement conveying to UPRR a non-exclusive easement over and across the limits of the City property described therein.

PASSED and ADOPTED this _____ day of _____ 2007.

Attest:

President of the Council

City Clerk

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2007, by and between **The City of Grand Junction, a Colorado home rule municipality ("City")**, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, and **Union Pacific Railroad Company, a Delaware corporation ("UPRR")**, whose address is 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179-1690.

RECITALS

A. The City is the owner of certain real property described as

Lot 1, West Independent Minor Subdivision at Book 3828, Page 12, as recorded in the office of Mesa County Clerk and Recorder, City of Grand Junction, Mesa County, State of Colorado; and

B. The parties desire to provide for the conveyance of a non-exclusive easement pursuant to the terms and conditions stated in this Agreement.

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

1. Consideration, Grant. For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the City hereby grants and conveys to UPRR, a non-exclusive easement on, along, over, under, through and across the limits of the City Property described in **Exhibit "A"** attached hereto and incorporated herein by reference ("Easement"), and UPRR accepts such grant and conveyance subject to the terms and conditions of this Agreement.
2. Term. The initial term of this grant shall be twenty-five (25) years, beginning on the day and year first above written.
3. Option to Extend. Subject to the provisions of paragraph 5 below, UPRR shall be entitled to exercise successive extensions of this grant and conveyance, and the City hereby grants such right, for additional twenty-five (25) year periods ("later terms"). If the grant is extended for later terms, each such later term shall be upon the same terms and conditions of this Agreement or upon such other terms as may hereafter be negotiated between the City and UPRR.
4. Express Limitations. UPRR's utilization of the Easement shall be specifically limited to the installation, operation, maintenance and repair of underground electric service lines and facilities directly related or appurtenant thereto. The easement rights herein granted do not include the right to expand utilization of the Easement for any other purposes unless such uses are authorized by subsequent conveyance instrument(s).

5. General Indemnification. UPRR hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold the City, its officers, employees, agents and assets harmless from any and all claims, costs, judgments, awards or liability, including reasonable attorneys' fees and costs (except those caused by the City's negligence or its willful or wanton acts) to any person or with regard to any property, including claims arising from injury or death, resulting from UPRR's gross negligence or willful act or failure to act pursuant to this Agreement. The foregoing indemnification obligations shall extend to claims which are not reduced to a suit and any claim which may be compromised by UPRR prior to the culmination of any litigation or the institution of any litigation.

6. Default. Should UPRR (a) default in the performance of this Agreement and any such default continue for a period of ninety (90) days after written notice thereof is given by the City to UPRR, or (b) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, or (c) fail to timely cure such default, the City, at its option, may file an action to cancel and annul this Agreement and obtain an order from a court of competent jurisdiction to enter and take possession of the Easement. This Agreement shall then terminate upon such occupation. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against UPRR, including, but not limited to, the right of the City to obtain injunctive relief. If the City succeeds in such effort, UPRR shall pay the City's reasonable attorneys' fees.

7. UPRR Acceptance Subject to Existing Conditions.

7.1 UPRR has inspected the Easement and accepts the same in its present condition and location. UPRR agrees that the condition of the Easement is sufficient for the purposes of UPRR. The City makes no warranties, promises or representations, expressed or implied, that the Easement is sufficient for the purposes of UPRR. If the Easement is damaged due to fire, flood or other casualty, or if the Easement is damaged or deteriorates to the extent that it is no longer functional for the purposes of UPRR, the City shall have no obligation to repair the Easement nor to otherwise make the Easement usable or occupiable, since such damages shall be at UPRR's own risk.

7.2 The City makes no representations or warranties regarding the presence or existence of any toxic, hazardous or regulated substances on, under or about the Easement, except to the extent that the City states it has not deposited or caused to be deposited any toxic, hazardous or regulated substances on, under or about the Easement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

9. Total Agreement, Applicable to Successors. This Agreement contains the entire agreement between the parties and, except for automatic termination or expiration, cannot be changed or modified except by a written instrument subsequently executed by

both parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have each executed and entered into this Easement Agreement as of the day and year first above written.

Attest: The City of Grand Junction,
a Colorado home rule municipality

Stephanie Tuin, City Clerk

Laurie Kadrich, Interim City Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by Laurie Kadrich as Interim City Manager and attested to by Stephanie Tuin as City Clerk of the City of Grand Junction, a Colorado home rule municipality.

My commission expires: _____

Witness my hand and official seal

Notary Public

Union Pacific Railroad Company,
a Delaware corporation

By _____

as _____
Union Pacific Railroad

State of Nebraska)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____, as _____ for Union Pacific Railroad Company, a Delaware corporation.

My commission expires: _____

Witness my hand and official seal

Notary Public

Exhibit "A"

Legal Description of Easement

A certain parcel of land for a utility easement located in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) Section 10, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, State of Colorado, being more particularly described as follows:

Beginning at the Southeast corner of Lot 1, West Independent Minor Subdivision, as same is recorded in Plat Book 16, Page 349 in the office of the Mesa County Clerk, and considering the Southerly line of said Lot 1 to bear $N40^{\circ}43'37''W$, with all bearings herein relative thereto; thence $N40^{\circ}43'37''W$ along said Southerly line a distance of 15.33 feet; thence $N00^{\circ}00'37''W$ along a line being 10.00 feet West of and parallel with the East line of said Lot 1 a distance of 291.14 feet to a point on a multi-purpose easement line being 14.00 feet South of and parallel with the North line of said Lot 1; thence $N89^{\circ}59'23''E$ along said multi-purpose easement line a distance of 10.00 feet to a point on the East line of said Lot 1; thence $S00^{\circ}00'37''E$ along said East line, a distance of 288.76 feet, more or less, to the point of beginning,

Containing 2,829.46 square feet, more or less, as described.

END OF EXHIBIT "A"

Attach 20

**Conveyance of a Nonexclusive Easement to Public Service Company of Colorado
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Conveyance of a Nonexclusive Easement Across City property at B ¾ Road to Public Service Company of Colorado, a Colorado Corporation a/k/a Xcel Energy						
Meeting Date	July 18, 2007						
Date Prepared	July 13, 2007				File #		
Author	Peggy Holquin			City Real Estate Manager			
Presenter Name	Tim Moore			Public Works & Planning Director			
Report results back to Council	X	No		Yes	When		
Citizen Presentation	X	Yes		No	Name		
	Workshop	X		Formal Agenda	X	Consent	Individual Consideration

Summary: Xcel Energy, (“Xcel”), is requesting an easement across City property adjacent to B ¾ Road to memorialize an existing utility use.

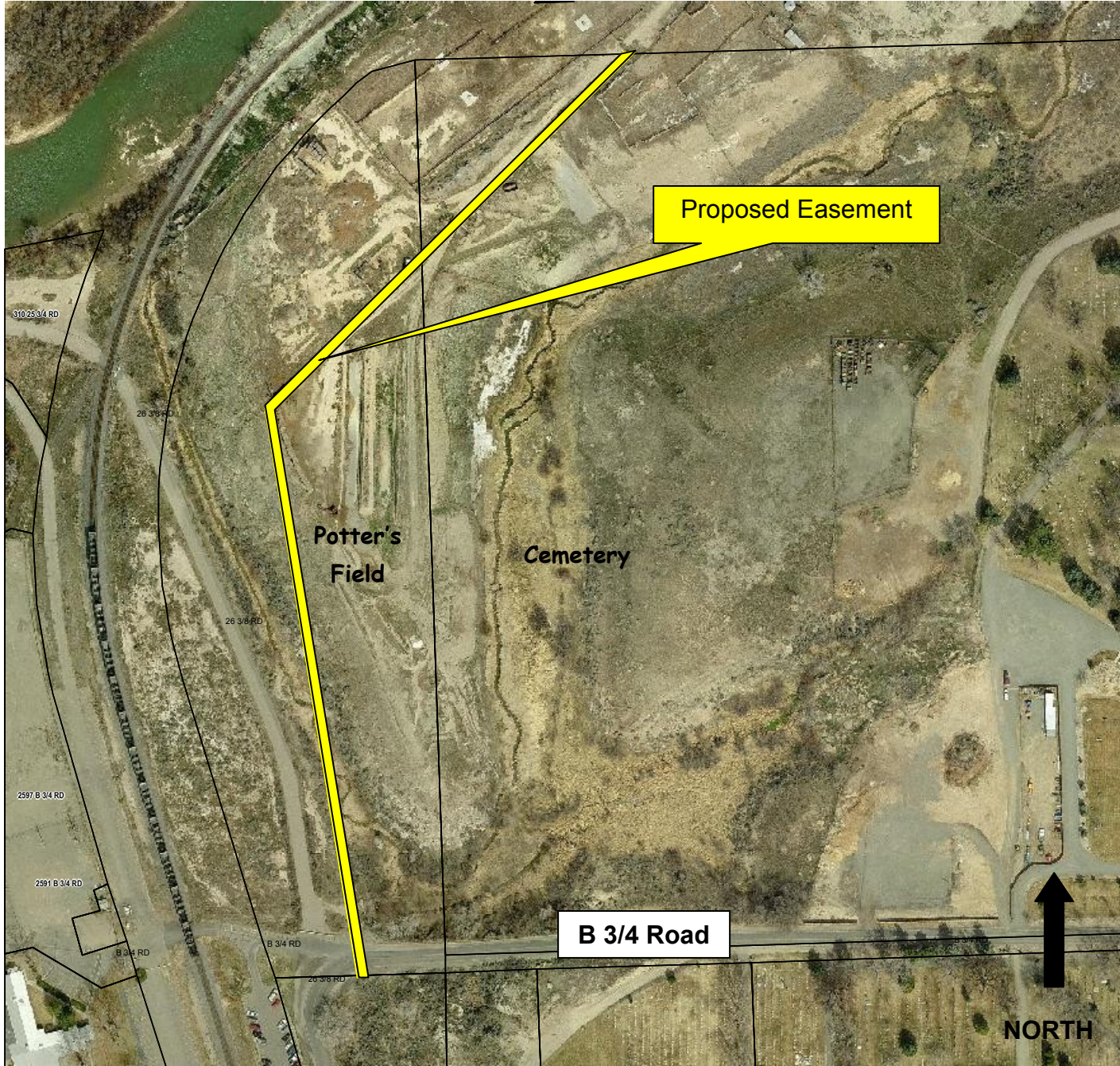
Budget: No Fiscal Impact, however, if the Council chose to be compensated, this easement is currently valued at about \$350.00.

Action Requested/Recommendation: Adopt resolution authorizing the City Manager to execute a Grant of Easement Agreement with Xcel.

Attachments: 1) Vicinity Map
2) Proposed Resolution
3) Proposed Easement Agreement

Background Information: Xcel has existing utilities located on the City’s Cemetery property and the City’s lot immediately west of the Cemetery, commonly referred to as “Potter’s Field”, adjacent to B ¾ Road. There has been an existing use in this location but an easement was never formalized.

The easement shall be nonexclusive; the City reserves the right to use and occupy the encumbered property for any purpose. To comply with the City’s Charter, the initial term of the proposed easement is for a period of 25 years with an option to extend for additional 25 year terms.



Proposed Easement

Potter's Field

Cemetery

B 3/4 Road

NORTH

RESOLUTION NO. _____

**A RESOLUTION CONCERNING THE GRANTING OF A
NON-EXCLUSIVE UTILITIES EASEMENT
TO PUBLIC SERVICE COMPANY, A COLORADO CORPORATION
A/K/A XCEL ENERGY**

WHEREAS, the City of Grand Junction is the owner of certain real property situate in Sections 26 and in Government Lot 1, Section 27, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; and

WHEREAS, Public Service Company, a Colorado Corporation, a/k/a/ Xcel Energy ("Xcel"), has requested a non-exclusive utility easement across said City property located on the City's Cemetery property and the City's lot immediately west of the Cemetery, commonly referred to as "Potter's Field", adjacent to B ¾ Road, for the purposes of installing, operating, maintaining, repairing and replacing utilities and facilities appurtenant thereto.

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

That the City Manager is hereby authorized, on behalf of the City and as an act of the City, to execute the attached Easement Agreement conveying to Xcel a non-exclusive easement over and across the limits of the City property described therein.

PASSED and ADOPTED this _____ day of _____, 2007.

Attest:

President of the Council

City Clerk

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2007, by and between **The City of Grand Junction, a Colorado home rule municipality ("City")**, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, and **Public Service Company of Colorado, a Colorado corporation a/k/a Xcel Energy, ("Xcel")**, whose address is Seventeenth Street Plaza, 1225 17th Street, Denver, Colorado 80202-5533.

RECITALS

- A. The City is the owner of certain real property described as
situate in the NW1/4NW1/4 Section 26 and in that portion of Government Lot 1, Section 27, lying East of the right of way for the Union Pacific Railroad, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; and
- B. The parties desire to provide for the conveyance of a non-exclusive easement pursuant to the terms and conditions stated in this Agreement.

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

1. Consideration, Grant. For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the City hereby grants and conveys to Xcel, a non-exclusive easement on, along, over, under, through and across the limits of the City Property described in **Exhibit "A"** attached hereto and incorporated herein by reference ("Easement"), and Xcel accepts such grant and conveyance subject to the terms and conditions of this Agreement.
2. Term. The initial term of this grant shall be twenty-five (25) years, beginning on the day and year first above written.
3. Option to Extend. Subject to the provisions of paragraph 5 below, Xcel shall be entitled to exercise successive extensions of this grant and conveyance, and the City hereby grants such right, for additional twenty-five (25) year periods ("later terms"). If the grant is extended for later terms, each such later term shall be upon the same terms and conditions of this Agreement or upon such other terms as may hereafter be negotiated between the City and Xcel.
4. Express Limitations. Xcel's utilization of the Easement shall be specifically limited to the installation, operation, maintenance and repair of underground electric service lines and facilities directly related or appurtenant thereto. The easement rights herein granted

do not include the right to expand utilization of the Easement for any other purposes unless such uses are authorized by subsequent conveyance instrument(s).

5. General Indemnification. Xcel hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold the City, its officers, employees, agents and assets harmless from any and all claims, costs, judgments, awards or liability, including reasonable attorneys' fees and costs (except those caused by the City's negligence or its willful or wanton acts) to any person or with regard to any property, including claims arising from injury or death, resulting from Xcel's gross negligence or willful act or failure to act pursuant to this Agreement. The foregoing indemnification obligations shall extend to claims which are not reduced to a suit and any claim which may be compromised by Xcel prior to the culmination of any litigation or the institution of any litigation.

6. Default. Should Xcel (a) default in the performance of this Agreement and any such default continue for a period of ninety (90) days after written notice thereof is given by the City to Xcel, or (b) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, or (c) fail to timely cure such default, the City, at its option, may file an action to cancel and annul this Agreement and obtain an order from a court of competent jurisdiction to enter and take possession of the Easement. This Agreement shall then terminate upon such occupation. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Xcel, including, but not limited to, the right of the City to obtain injunctive relief. If the City succeeds in such effort, Xcel shall pay the City's reasonable attorneys' fees.

7. Xcel Acceptance Subject to Existing Conditions.

7.1 Xcel has inspected the Easement and accepts the same in its present condition and location. Xcel agrees that the condition of the Easement is sufficient for the purposes of Xcel. The City makes no warranties, promises or representations, expressed or implied, that the Easement is sufficient for the purposes of Xcel. If the Easement is damaged due to fire, flood or other casualty, or if the Easement is damaged or deteriorates to the extent that it is no longer functional for the purposes of Xcel, the City shall have no obligation to repair the Easement nor to otherwise make the Easement usable or occupiable, since such damages shall be at Xcel's own risk.

7.2 The City makes no representations or warranties regarding the presence or existence of any toxic, hazardous or regulated substances on, under or about the Easement, except to the extent that the City states it has not deposited or caused to be deposited any toxic, hazardous or regulated substances on, under or about the Easement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

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

IN WITNESS WHEREOF, the parties hereto have each executed and entered into this Easement Agreement as of the day and year first above written.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

Stephanie Tuin, City Clerk

Laurie Kadrach, Interim City Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by Laure Kadrach as Interim City Manager and attested to by Stephanie Tuin as City Clerk of the City of Grand Junction, a Colorado home rule municipality.

My commission expires: _____

Witness my hand and official seal

Notary Public

Public Service Company of Colorado,
a Colorado corporation
a/k/a Xcel Energy

By _____

as _____
for Public Service Company of Colorado,
a/k/a Xcel Energy

State of Colorado)
)ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____, as _____ for Public Service Company of Colorado, a Colorado corporation a/k/a Xcel Energy.

My commission expires: _____

Witness my hand and official seal

Notary Public

Exhibit "A"

Legal Description of Easement

A parcel of land, 20 feet in width, for utility easement purposes, lying in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 26, and in Government Lot 1, Section 27, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, the side lines of which being parallel with and 10 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Section 26, and considering the North line of the NW1/4NW1/4 of said Section 26 to bear N89°55'25"E, with all bearings herein being relative thereto; thence N89°55'25"E, along the North line of said Section 26, a distance of 322.12 feet to the POINT OF BEGINNING; thence S45°15'11"W, a distance of 760.31 feet to Point "A"; thence S09°14'14"E, a distance of 753.98 feet to Point "B"; thence S09°14'14"E, a distance of 60.92 feet, more or less, to a point on the South line of the NW1/4NW1/4 of said Section 26 and the Point of Terminus of said centerline;

TOGETHER WITH the following three (3) easements, the side lines of which being parallel with and 1 foot on each side of the following described centerlines, in which to contain the existing guy wires:

- 1) Beginning at said Point "A"; thence N11°07'49"W, a distance of 20.00 feet to the point of terminus;
- 2) Beginning at said Point "A"; thence S46°55'11"W, a distance of 25.00 feet to the point of terminus;
- 3) Beginning at said Point "B"; thence S85°37'12"E, a distance of 20.00 feet to the point of terminus;

All containing 31,565.65 square feet, more or less, as described.

The sidelines of the above said 20-foot wide easement shall be lengthened or shortened to terminate at the property lines.

The purpose of the above described easement is to encompass an existing overhead power line and its guy wires.

END OF EXHIBIT "A"

Attach 21

**Construction, Lighting and Landscaping Contract for West Main Street Parking Lot
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject	Construction, Lighting, and Landscaping for West Main Street Parking Lot						
Meeting Date	July 18, 2007						
Date Prepared	July 10, 2007				File #		
Author	Jim Shanks Mike Best		Riverside Parkway Program Manager Riverside Parkway Project Specialist				
Presenter Name	Tim Moore		Public Works and Planning Director				
Report results back to Council	X	No		Yes	When		
Citizen Presentation		Yes	X	No	Name		
	Workshop	X	Formal Agenda		X	Consent	Individual Consideration

Summary: The West Main Street Parking Lot low bidder was Reyes Construction with a price of \$168,587.20. The project will be started on July 23, 2007 and be completed by August 17, 2007. The parking lot includes parking lot lights. The landscaping will be constructed after the asphalt paving is completed. The landscaping will be completed under a separate contract.

Budget:

Project Costs:

Project Construction	\$168,587.20
Utility relocation	\$15,000.00
Construction of Landscaping Improvements	\$53,062.53
City Engineering and Administration Costs(est.)	<u>\$10,000.00</u>
Total Project Cost (estimate)	\$246,649.73

Project Funding:

The program budget for the Riverside Parkway Construction (204 61340 83500 30 F04623) included \$250,000 for the construction of this parking lot at West Main and C-340.	\$250,000.00
Total Funding Available	\$3,350.27

Action Requested/Recommendation: Authorize the City Manager to execute a construction contract for the West Main Street Parking Lot for \$168,587.20 with Reyes Construction.

Attachments: None

Background Information: The West Main Street Parking Lot is a part of the Riverside Parkway project. It is located between Broadway and West Main Street west of West Avenue. This parking lot will be used for trailhead parking for the Riverfront trail as well as for overload parking for the Dual Immersion Academy and the Riverside Community Center.

Bid summary: The following is a summary of the bids for the project.

Contractor	Bid Price
Reyes Construction	\$168,587.20
G&G Paving	\$169,309.18
BPS Concrete	\$171,016.59
Vista Paving	\$184,247.40
Project Estimate	\$167,814.00

Schedule: The project is scheduled to start on July 23, 2007 and be completed on August 17, 2007. The landscaping construction will be completed by August 31, 2007.

Attach 22

Change Order #1, Riverside Parkway Phase 2

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Change Order No. 1 for Riverside Parkway – Phase 2					
Meeting Date	July 18, 2007					
Date Prepared	July 10, 2007				File #	
Author	Jim Shanks		Riverside Parkway Program Manager			
Presenter Name	Tim Moore		Public Works and Planning 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: Change Order #1 of the Riverside Parkway Phase 2 contract with SEMA Construction Company adds additional sanitary sewer work and the construction of a crash-wall at the 25 Road bridge crossing the Union Pacific Railroad for a total increase in the contract of \$312,883.74.

Budget: All of the sewer items will be paid by the sewer fund for sewer rehab work which is budgeted in the following accounts:

Manholes:	904-61340-84250-30-F10117	
\$56,137.41		
30" VCP construction:	904-61340-84250-30-F10100	\$60,933.20
Sewer connection:	905-61340-84250-30-F10200	\$5,226.18

The Pier #3 Crash wall will be paid from the construction account for Riverside Parkway. It is anticipated that the cost of construction management and engineering will be approximately \$400,000 less than the program budget due to the anticipated early completion of the Project in the summer of 2008.

Pier #3 Crash Wall:	204-61340-83500-30-F04620	\$190,586.95
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Action Requested / Recommendation: Approve Change Order No. 1, Riverside Parkway Phase 2 with SEMA construction in the amount of \$312,883.74 for a total contract of \$31,868,438.85.

Attachment: Change Order #1.

Background Information: In order to accommodate the lining of the 54" River Road Sanitary Sewer Interceptor this fall, the Sewer Department asked that the Riverside Parkway contractor construct 48" diameter barrel sections, flat top lids and 36" cast iron rings and covers for 24 sewer manholes along River Road. The total cost for this work is \$56,137.41.

During construction it was discovered that 230 feet of an existing 30" clay sewer line located at River Road and West Grand needed to be lowered. A new PVC pipe was installed at a cost of \$60,933.20.

Also a new sanitary service line was extended to serve property at 2483 River Road at a cost of \$5,226.18. All of the above work will be paid by the Sewer Fund.

After the Phase 2 bid had been awarded the City received a late review comment from the Union Pacific Railroad regarding the 25 Road Bridge pier locations. The Railroad commented that if they add an additional track then bridge pier #3 would be within the horizontal safety zone and would either have to be moved or a pier crash wall would have to be constructed. Rather than redesign the bridge at this late date, and endure an additional review period from the Railroad, the City opted to construct a pier crash wall (See attached photo). The crash wall pier includes a thick, reinforced web between each of the pier columns. The cost of the crash wall is based on the unit prices bid for structural concrete and reinforcing steel and totaled \$190,586.95.





CHANGE ORDER
Number 1

Date: July 19, 2007
To: SEMA Construction
From: City of Grand Junction
Department of Public Works and Utilities
James L. Shanks, Program Manager

Project: Riverside Parkway Phase 2

It is agreed to modify the Contract for the Project as follows:

Table with 2 columns: Description and Amount. Rows include WCA #11 River Road Interceptor Manhole Adjustments (\$ 56,137.41), WCA # 22 Replace 230 LF 30" VCP (\$ 60,933.20), WCA # 37: Sanitary Sewer Stub for 2485 River Road (\$ 5,226.18), and WCA # 9: 25 Road Bridge Pier # 3 Crash wall (\$190,586.95).

Summary of Contract price adjustments:

Summary table with 2 columns: Description and Amount. Includes Original Contract Amount (\$31,555.555.11), Approved Change Orders (0.00), This Change Order (\$ 312,883.74), and Revised Contract Amount (\$31,868,438.85).

Summary of Contract time adjustments:

No Time Adjustment

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

City of Grand Junction

Prepared by: _____ Title: _____ Date: _____
Recommended by: _____ Title: _____ Date: _____
Approved by: _____ Title: _____ Date: _____

Contractor: SEMA Construction

Accepted by: _____ Title: _____ Date: _____

Attach 23

Recycling Contract with CRI, Inc.

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject		Recycling Contract with CRI, Inc.						
Meeting Date		July 18, 2007						
Date Prepared		July 6, 2007				File #		
Author		Darren Starr			Solid Waste Manager			
Presenter Name		Darren Starr			Solid Waste Manager			
Report results back to Council		X	No		Yes	When		
Citizen Presentation			Yes	X	No	Name		
	Workshop	X	Formal Agenda			X	Consent	Individual Consideration

Summary: The City of Grand Junction Solid Waste Department continues to provide curbside recycling to our customers, with a public-private cooperation contract with Curbside Recycling Indefinitely, Inc. (GJ CRI). The new contract covers residential collection, current drop-off site (city shops), future buy-back center, and an agreement for commercial collection of city trash customer.

Budget: Budget amount for 2007 is \$486,345 to be paid in equal amounts per month.

Action Requested/Recommendation: Approve a contract with Sue Curbside Recycling Indefinitely, Inc. for collection and processing of recycled products in the amount of \$486,345.

Attachments:

Copy of contract

Background Information: The City of Grand Junction started curbside recycling with a pilot program in Spring Valley in 1990. Steve and Elaine Foss (CRI, Inc.) approached the City wanting to start a curbside recycling program and were given the opportunity to run a test program and collect data. The pilot program expanded over the next couple of years to include a downtown area with different demographics. In 1993 it was determined a voluntary curbside program could work, and a contract was entered into between the City of Grand Junction and CRI, Inc. to do curbside collection of recyclables.

This relationship has continued to grow with many changes to the program including different materials collected, opening a processing center for baling and marketing (1998), and commingling recycling streams. Contracts have been updated and renewed to include these changes.

The prepared contract will allow for improved drop-off site (equipment upgrades), buy-back center, special pick-up trailer, special events, equipment (efficiency modifications to facility) and expand customer participation. These changes will move us into a new era of recycling and guarantee our future in continuing to provide this service to the citizens of Grand Junction.

We currently service about 2,400 recycling customers, and recycle over 3,000,000 lbs. per year. This recycling effort saves the City of Grand Junction Solid Waste Department about 200 loads of garbage from being transported to the landfill and taking up future landfill space. This represents 10% of total annual loads of garbage taken to the landfill.

Recycling services under the contract will allow the City of Grand Junction to continue to provide collection and remove all recyclable materials at participating residential households. It includes transporting, processing, crushing, baling, and shipping of all recyclable materials collected.

AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of July, 2007 by and between the CITY OF GRAND JUNCTION, COLORADO ("CITY"), and CURBSIDE RECYCLING INDEFINITELY, INC. ("GJ CRI"), for the purpose of providing recycling services to residents of the City of Grand Junction. Under this Agreement, GJ CRI is granted the exclusive right to provide recycling service to residential trash customers within the city limits of Grand Junction and the exclusive right to present itself to the public as The City of Grand Junction's Curbside Recycling Program.

RECITALS.

A. Since 1992, GJ CRI has provided the City's residents with curbside recycling service. In the beginning, GJ CRI began a pilot program to determine if curbside recycling was viable. For many years thereafter, GJ CRI and the City were so busy delivering the curbside services that the long-term viability of GJ CRI, and the financial future of its owners, Steve Foss and Elaine Foss, were not adequately addressed; in short, GJ CRI was working with less than adequate resources, while successfully building a curbside recycling program for those City residents who desired it.

B. The City has enjoyed the results of GJ CRI's, and Steve and Elaine Foss' efforts. The parties agree that this Agreement is to provide for the continued viability of the curbside recycling program, to allow GJ CRI to enhance and enlarge recycling options for the residents of the City, and to provide GJ CRI and Steve and Elaine Foss the opportunity to experience reasonable financial benefit from their efforts.

I. TERM

1. The Term of this Agreement shall be ten (10) years. As long as GJ CRI is in compliance with the several terms hereof, the City grants GJ CRI the option to extend the term for one additional ten year term: The rationale for this option is that GJ CRI is providing a service akin to a franchise, which justifies the longer potential term. The commencement date of the benefits and obligations hereunder shall be *nunc pro tunc* January 1, 2007.

II. CITY DESIGNEE

2. The City of Grand Junction, by and through the Director of the Utility and Street Systems hereinafter referred to as the Director is responsible for authorizing and approving the work performed under this Agreement and hereby designates the Solid Waste Manager ("Manager") as the City's authorized representative for the purpose of reviewing the service performed by GJ CRI under this Agreement. The Director may change the authorized representative at any time by providing GJ CRI with written notice of such change.

III. PERFORMANCE OF WORK

3.1. In return for the compensation described herein, and other valuable consideration to be received by GJ CRI, GJ CRI agrees to furnish all of the labor, technical, administrative, and professional services, and all supplies, materials, equipment, office functions and analyses, calculations and any other resources required to perform and complete the work described herein and described in **Exhibit A** of this Agreement.

3.2. In exchange for GJ CRI's residential recycling services and other benefits provided to the City and its residents, the City agrees to furnish the premises depicted on **Exhibit B** during the Term and any extensions for GJ CRI's residential and commercial recycling services and activities, and to pay GJ CRI for all of the labor, technical, administrative, and professional services, and all supplies, materials, equipment, office functions and analyses, calculations and any other resources required to perform the work described in this Agreement and **Exhibit A** of this Agreement.

IV. COMPENSATION AND ANNUAL REVIEW

4.1. Prior to the end of each July during the Term, the City and GJ CRI shall review GJ CRI's scope of work, revenues and expenditures (actual and projected). Adjustments to the compensation described in 4.2 (h), shall be proposed in writing by GJ CRI to the City should revenue and/or expenditures warrant such adjustments. Any such modifications shall become effective only upon execution of a written addendum to this Agreement, signed by GJ CRI and the Manager.

4.2. The City hereby agrees to pay GJ CRI, as compensation for complying with this Agreement and completing the work described herein and in **Exhibit A**, as follows:

(a) For the period of January 1, 2007 through December 31, 2007, the sum of four hundred eighty-six thousand three hundred forty-five dollars (\$486,345.00).

(b) Each year's payment shall be paid in twelve equal installments, one month in arrears, by the 14th of the month beginning February 1, 2007.

(c) The annual amounts to be paid to GJ CRI for years two through ten of the Term shall be determined as a part of the yearly review held between GJ CRI and the City every July.

(d) If, upon completion of each July review, the City requires immediate changes, GJ CRI shall perform same upon the City's payment to GJ CRI for such services.

(e) All payments are contingent on non-termination and performance under this Agreement, and in the event of termination by the City for cause, the annual payment shall be prorated on a daily basis to the effective date of the termination.

(f) If the parties do not amend this Agreement relative to payment to GJ CRI for years two through ten, (and for the years of any second ten year term) the annual payment to GJ CRI shall increase each year relative to the prior year by the same operating cost increase as the amount determined for the City's Solid Waste Division.

(g) In addition to all other compensation paid to GJ CRI by the City hereunder for the period January 1, 2007 through December 31, 2016, the City will pay the "catch up" retirement payments for the efforts demonstrated by Steven Foss and Elaine Lawrie Foss in setting up and running the program for the City from 1992 through 2006, according to **Exhibit D** attached.

(h) GJ CRI currently pays the City 70% of the revenues received by GJ CRI, from the sale of recyclables based on the percentage of total recyclable materials received from the residential recycling program; GJ CRI retains the balance of 30% which was estimated to come from GJ CRI's separate non-residential recycling efforts. The 70/30 split will be modified from time-to-time by mutual agreement of the parties to reflect any change to the proportions of residential recycling commodities revenues in relation to GJ CRI's other revenues.

V. SCOPE OF WORK

5.1. GJ CRI's scope of work is defined as:

(a) Providing curbside or alley service to all existing residential households (single family through 4-plex apartments; all other residences are classified as "non-residential" or "commercial") in the manner done in the prior calendar year, so long as each household recycles material only from that household and does not allow other persons, neighbors, entities or businesses to utilize that household's service as a dumping point for additional materials.

(b) GJ CRI has the option, at its discretion, and with City approval to provide twice per month curbside or alley service on a space available basis to residential households who specifically request such service and pay an additional fee. All associated and additional fees for such service shall be GJ CRI's.

(c) Enroll an annual average minimum of 240 new customer accounts per year, the calculation of which will include each residential household (single family through 4-plex) and each unit of each commercially serviced multifamily unit located within the City limits of Grand Junction.

(d) Processing, crushing, baling and shipping all recyclable materials collected.

(e) Entering into contracts with mills and brokers, marketing, invoicing and processing payments for all recyclables sold.

(f) Servicing each residence in each newly annexed area of the City upon request by such resident in the area annexed if the City offers residential trash service to such resident.

(1) GJ CRI shall only be obliged to provide such service to residents who are eligible to receive City residential trash services.

(2) Service is provided to residential households (single family through 4-plex) only. Commercial customers and residential households running businesses out of their homes may be served at the discretion of GJ CRI as a commercial customer.

VI. DEFINITIONS

6.1. Relevant terms are defined as follows:

(a) The term "services" or "serves" as used in this Agreement shall mean the collection and removal of residential recyclable materials from GJ CRI specified curbside or alley collection points by GJ CRI at specified intervals and as specified by the terms of this Agreement.

(b) The term "new customer," as used in this Agreement, shall mean a subscriber to and participant in the recycling services provided by GJ CRI under this Agreement. For purposes of computation of new customers under this Agreement, GJ CRI shall not count customers who have transferred service to a new address.

(c) The term “process,” “processing” or “processes,” as used in this Agreement, shall mean the offloading, temporary storage, internal transport, sorting and decontaminating of materials collected on residential curbside, drop off and commercial routes and sites.

(d) The term “bale” or “bales,” as used in this Agreement shall mean the mechanical transport via conveyor and mechanical compression of materials into wire tied cubes suitable for marketing on the open commodities market. The term “bales,” as used in this Agreement, shall additionally mean the mechanical crushing and screening of materials to achieve volume reduction in preparation for shipment.

(e) The term “market” or “markets,” as used in this Agreement shall mean any person or persons who are willing to purchase or act as a broker for recycled materials that have been processed and presented as commodities.

(f) The term “ship” or “ships,” as used in this Agreement shall mean any form of mechanical conveyance utilized to transport commodities from GJ CRI to end users or mills.

VII. GJ CRI NON PERFORMANCE

7.1. Substantial non-performance shall be deemed to have occurred if and when GJ CRI, except for acts of God and circumstances beyond the reasonable control of GJ CRI:

(a) fails to service existing customers for any consecutive thirty (30) day period;

(b) fails to enroll an annual average minimum of 240 new customers per year (based upon the current recycling fee of \$1.75 per month); or

(c) fails to process recyclable materials in a timely manner, unless such failure is beyond the control of GJ CRI, as in the case of natural disaster or conditions at the River Road facility which render normal processing impossible;

(d) fails to process materials and serve newly annexed areas, subject to the other provisions hereof.

7.2. Substantial non-performance shall not be established if The City takes or fails to take action, as described in **Exhibit A**.

VIII. GJ CRI/CITY REVENUES

8.1. The current 70/30 split of revenues received by GJ CRI from the sale of recyclables is based on the current volumes of residential (70% per 8.1a and 8.1b and 8.1c) and non-residential / commercial recyclables (30% per 8.1d and 8.1e) which shall be modified from time to time depending on the relative volumes received by GJ CRI. Listed below are those revenue sources:

(a) GJ CRI pays to the City all net revenue (gross revenue minus shipping) derived from the sale of recyclable materials collected on residential curbside routes.

(b) GJ CRI pays to the City all net revenue (gross revenue minus shipping) derived from the sale of recyclable materials collected at GJ CRI's drop off location(s), one of which is currently located at 2549 River Road, Building 2B.

(c) The City will receive all net revenue derived from the sale of recyclable materials collected at a GJ CRI Buy Back Center if, at GJ CRI's option:

(i) The City funds a full-time GJ CRI position for a Buy Back Center attendant, and

(ii) The City provides sufficient containers and support equipment, as determined reasonably by GJ CRI, to support the Buy Back Center effort.

(d) GJ CRI retains all net revenue derived from the sale of non-residential/commercial recyclable materials.

(e) GJ CRI retains all net revenue generated from the collection of recyclables through GJ CRI special endeavors, such as recycling at special events, unless the parties otherwise agree pursuant to a separate agreement relating to such special endeavor(s)/special event(s).

(f) The City and GJ CRI will, at each annual review, analyze source and net revenues for each commodity collected and sold by GJ CRI. Net revenues for each commodity will be apportioned based on commodities received as a result of the residential curbside operations mandated by paragraph 5.1 of this Agreement versus revenues derived from commercial/non-residential operations undertaken by GJ CRI and GJ CRI's services provided beyond those mandated in paragraph 5.1 of this Agreement. Based on the relative amounts of the revenues pursuant to this section the City and GJ CRI will utilize the apportioned revenue analysis to agree on a revenue split that will then be applied to the next

calendar year. Any adjustments or modifications to the resulting percentage shall be in writing and executed by a signature of the General Manager or President for GJ CRI and the Manager.

(g) Revenues derived from other GJ CRI/City joint ventures, such as special events recycling, will be addressed separately from this Agreement on a case-by-case basis.

(h) GJ CRI is authorized, upon approval by the Manager, and encouraged to enter into agreements with markets, which may have a temporary or long term effect on revenue derived from commodity sales, with the intent of furthering the City's objective to promote recycling.

Examples:

(1) A mill agrees to finance the cost of additional equipment (to be owned by GJ CRI) required to expand recycling operations in exchange for a lower purchase price for certain commodities until the equipment is paid in full.

(2) A mill agrees to provide to GJ CRI additional equipment and/or services up front in exchange for a lower purchase price for certain commodities.

(3) GJ CRI expands its current "Drop Off" location(s) and establishes a material "Buy Back Center(s)" to support the efforts of local non-profits, promote recycling and increase the tonnage of material recycled. The purchasing of aluminum and newsprint from drop off customers has the effect of lowering the net market price for the commodities.

IX. RECORDS

9.1. GJ CRI shall keep proper, adequate and accurate books of account for all revenues associated with any sales of recyclable materials. Said books of account shall be kept in accordance with GAAP or an accounting system satisfactory to the City and shall reflect all transactions engaged in under or pursuant to this Agreement. The records shall include without limitation the sales price and weight slips for recyclable materials sold by GJ CRI. GJ CRI shall preserve and make available for audit and examination by the City such books and records, as well as photocopies of GJ CRI's local tax returns. The City agrees to take such steps as are necessary to preserve for the benefit of GJ CRI the confidentiality and proprietary status of all records and tax returns of GJ CRI, and the personal financial information of GJ CRI's owners and employees.

9.2. Audits may be conducted by the City upon three (3) days' written notice, but said audits shall not be required unduly or excessively and in no event shall exceed twelve (12) times per calendar year. The City may in its sole discretion perform any and all audits with City personnel or may retain an independent auditor. The cost of any and all audits shall be borne by the City.

X. TERMINATION

10.1. Termination. The City may terminate this Agreement for cause only if the City first provides GJ CRI with 120 days written notice of the asserted basis for termination for cause, and in such period GJ CRI does not take reasonable and diligent steps to address the asserted basis for termination. If thereafter, the City terminates this agreement for cause, the City shall nevertheless pay to GJ CRI upon the effective date of the termination the following liquidated damages:

- (a) The unpaid balance of the "total" amount shown on **Exhibit D**.
- (b) The amounts, based on the then current annual budget, pro-rated on a daily basis, equal to the reasonable costs for which GJ CRI is liable and/or has incurred, in complying with this Agreement, plus a sum agreed upon by the City and GJ CRI to close the facility.
- (c) If this Agreement is thus terminated for cause:
 - (1) regarding curbside recycling, GJ CRI shall in addition be compensated for any reasonable costs it has spent or incurred in performing the work herein described prior to the date of termination but will not be further compensated except for GJ CRI's pro rata costs and profits related to the current calendar year's personnel, operational and administrative costs, and all additional such costs prorated to the actual date of closure;
 - (2) For the balance of GJ CRI's business operations for non-residential or commercial, GJ CRI has the right to retain all accounts receivables; and
 - (3) The parties shall negotiate a price paid to GJ CRI to terminate its operations hereunder.

10.2. In the event of City termination for convenience as described in this section below, the City shall, within seven business days of the City's termination of this agreement, provide notice to the public, including all of GJ CRI's customers, a summary

of the City's basis for the City's termination, and, in order to preserve as much as possible under the circumstances the good name and reputation of GJ CRI, if GJ CRI has in writing disputed the City's asserted basis for termination, a summary of GJ CRI's reasons for disputing the City's termination. "Public Notice," for purposes of this section, means at least a quarter page advertisement in the Daily Sentinel, and a letter to each of GJ CRI's customers (based on GJ CRI's data base of curbside residential customers), and (in the next available City newsletter) an article containing a summary of the City's and GJ CRI's positions.

10.3. The parties hereby expressly acknowledge that the City's payment obligations hereunder are subject to and limited by the appropriation of sufficient funds by the City Council. Should the City Council appropriate insufficient funds to meet the City's financial and/or other obligations as set forth in this Agreement and **EXHIBIT A**, such action shall be deemed to be termination for the convenience of the City.

10.4. If the City terminates for the convenience of the City during the Term, including if the City does not provide the funding to pay, or during any extension of the Term, in addition to all other amounts which the City must pay to GJ CRI if termination was for cause, the City shall also pay one-half of the amount the City paid to GJ CRI for the prior calendar year, pursuant to paragraph 4.2 (a), as modified from time to time as provided for in said paragraph 4.2.

10.5 In the event of termination for convenience by the City, GJ CRI shall nevertheless have the right to renegotiate the premises being leased in Exhibit B through the remainder of the Term. If negotiated terms cannot be reached, then GJ CRI shall be paid relocation costs, the fair market value of replacement leased premises in light of the remaining term under this Lease, and profits lost and expenses incurred due to the relocation. Said Lease is attached as Exhibit C.

10.6 Further, if termination is for cause or convenience, in the event that, with the consent of the City, GJ CRI has obligated itself to make payments, execute financing statements and/or security agreements, or other equivalent purchase financing agreements with third-parties the City shall pay, and hold harmless GJ CRI from, any such obligations, penalties and payment duties. If such payment by the City is for equipment, vehicles or other property, the portion of the property thus paid for by the City, penalties excluded, will be considered the property of the City. Ownership of equipment, vehicles or other property shall be determined as follows:

- (a) GJ CRI shall have one year to pay to the City its pro rata share in any such equipment, vehicles or other property; or
- (b) The parties may negotiate final ownership of equipment, vehicles or other property; or

(c) If the parties cannot reach negotiated terms, the equipment, vehicle or other property shall be sold and the proceeds distributed as the parties' interest may dictate.

10.7 In the event of termination by the City for convenience, GJ CRI shall have the first right to contract existing customers.

10.8 During the Term, or any extension of the Term, GJ CRI may terminate this agreement by giving the City 120 days written notice. If GJ CRI's gives notice to the City that this Agreement is terminated by GJ CRI, or in the event that GJ CRI determines to dissolve or sell to a third party, in which either Steve Foss or Elaine Foss do not own 10% or greater interest, the current contract will be renegotiated with the new provider and the City shall have the first right to purchase at fair market value GJ CRI's business, including goodwill, equipment, materials, and contracts, the Lease, and such other aspects of the business that the City would need to continue recycling services to City residents. GJ CRI upon the effective date of the termination pursuant to this section 10.8 must complete the following:

(a) GJ CRI shall, within seven business days of the notice of termination of this agreement, provide notice to the public, including all of GJ CRI's customers, a summary of the reason of the termination, and, in order to preserve as much as possible under the circumstances the good name and reputation of the City. "Public Notice," for purposes of this section, means at least a quarter page advertisement in the Daily Sentinel.

(b) If GJ CRI terminates pursuant to this section 10.8, GJ CRI shall not have the right to occupy its then occupied premises through the remainder of the Term, and will cleanup, close, and exit the facility within a reasonable time and to the reasonable satisfaction of the City unless different arrangements are made under separate agreement.

(c) Notwithstanding any other provision of this Agreement to the contrary, if termination occurs pursuant to this section 10.8, and if, with the consent of the City, GJ CRI has obligated itself to make payments, execute financing statements and/or security agreements, or other equivalent purchase financing agreements with third-parties, and if GJ CRI retains ownership of such equipment, vehicles or other property, then GJ CRI shall pay, and hold harmless the City from such obligations and payment duties.

10.9 If GJ CRI terminates this agreement pursuant to section 10.8, the City is still obliged to pay: (a) all moneys otherwise due during the 120 day notice period, as if the agreement were in full force, and (b) the balance of the "total" amount shown on Exhibit D, payable in one lump sum within 30 days of such termination.

XI. INDEMNIFICATION

11.1. GJ CRI hereby agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss of, or damage to, property or injuries to, or death of any person or persons, including property and employees or agents or the City and shall indemnify and hold harmless the City, its officers, agents and employees from any and all third party: claims, suits, damage, costs, expenses, liabilities, actions or proceedings arising out of GJ CRI's performance under or related to this Agreement, including but not limited to, acts and omissions of GJ CRI's officers, employees and representatives; however the foregoing does not apply in the event of any dispute between the parties relating to the enforcement of this Agreement or any interpretation of this Agreement as between the parties. Further, GJ CRI's obligation to indemnify or hold harmless the City, its officers, agents and employees under this paragraph shall not apply to liability or damages resulting from the sole or several negligence of the City's officers, agents and employees, and in the event of the negligent, willful or wanton act or failure to act of the City, its officers, agents and/or employees, the City shall hold GJ CRI, and its officers, agents, owners and employees harmless from, and indemnify GJ CRI, its officers, agents, owners and employees with respect to such negligence and/or willful or wanton acts or failure to act. The terms of this paragraph shall survive the termination, cancellation or non-renewal of this Agreement.

XII. INSURANCE

12.1. Liability Insurance: GJ CRI agrees to secure and deliver to the City, at the time of execution of this Agreement, and to keep in force at all times during this Agreement, a general liability policy covering all of GJ CRI's operations hereunder with a minimum combined single limit amount of one million (\$1,000,000.00) dollars for each occurrence with a deductible of not more than five thousand (\$5,000.00) dollars. GJ CRI shall provide the City with a certificate evidencing the existence of the insurance required above. The certificate of insurance shall contain valid provisions or endorsements stating the following:

“The insurance coverage under this policy will not be cancelled or otherwise terminated without first giving thirty (30) days' prior written notice to the Director of Public Works of the City of Grand Junction, 250 North 5th Street, Grand Junction, Colorado, 81501, sent by certified mail, return receipt requested.”

The general liability policy shall contain a valid provision or endorsement stating that it includes premise operations, owners and contractors' protective and completed operations liability coverage and that the coverage afforded the City as an additional insured shall be primary coverage.

12.2. Worker's Compensation Insurance: GJ CRI shall at all times maintain adequate worker's compensation insurance with an authorized insurance company, or through an authorized self- insurance plan approved by the State of Colorado, insuring the payment of workers benefits to all its employees. GJ CRI shall provide the Director with certificate(s) showing that it has acquired this insurance.

12.3. Motor Vehicle Policy: GJ CRI shall at all times maintain motor vehicle insurance with a minimum limit of not less than one million (\$1,000,000.00) dollars combined single limit bodily injury, physical damage insurance, uninsured motorist and property damage for each and every motor vehicle used and/or owned by GJ CRI in connection with the performance of its obligations under this Agreement.

12.4. Subrogation Waiver: GJ CRI agrees that in the event of a loss due to any of the perils for which it has agreed to provide insurance, it shall look to its own insurance or to a third person for recovery, but not to the City or any of the City's employees or agents.

XIII. MISCELLANEOUS PROVISIONS

13.1. Notices. Notices concerning this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement and other notices of similar importance shall be made in writing by the City to GJ CRI:

**Curbside Recycling Indefinitely, Inc. (d.b.a. GJ CRI)
Steven Foss – President
P.O. Box 2450
Grand Junction, CO 81502**

And by GJ CRI to the City at:

**City of Grand Junction
c/o Solid Waste Department
250 North 5th Street
Grand Junction, CO 81501**

With a copy to:

**Office of the City Attorney
250 North 5th Street
Grand Junction, Colorado 81501**

All notices shall be sent by prepaid United States mail, return receipt requested. Mailed notices shall be deemed effective upon delivery.

13.2. Assignment. GJ CRI agrees not to assign, pledge or transfer its duties and rights in this Agreement, in whole or in part, without first obtaining the written consent of the City. Except as provided, assignment, transfer, conveyance or other hypothecation of this Agreement or GJ CRI's rights, duties or obligations hereunder or any part thereof without the prior written consent of the City shall be deemed an event of default.

13.3. No Waiver of Rights. No assent, express or implied, to any breach of any one or more terms and conditions of this Agreement shall be deemed to be or taken to be by the City as a waiver of any subsequent breach of such terms or conditions.

The City shall have the right to audit, examine and copy GJ CRI's records, including but not limited to, the records referenced hereinabove, related to any work performed under or pursuant to this Agreement. GJ CRI shall retain these records for three (3) years after the completion of work performed under or pursuant to this Agreement.

13.4. Status of Contractor. For all purposes under this Agreement, GJ CRI shall be an independent contractor retained on a contractual basis to perform all work and services described herein. It is not intended nor shall it be construed that GJ CRI, its officers, employees, agents or representatives are employees, officers or agents of the City for any purpose whatsoever.

13.5. Coordination of Activities. GJ CRI agrees to perform its work under this Agreement in accordance with the reasonable operational requirements of the City and the Public Works Department and that all work of GJ CRI and its personnel shall be subject to the reasonable restrictions established by the Utilities and Streets Director and/or his designee.

13.6. Taxes and Licenses. GJ CRI shall promptly pay when due all taxes, excises, license fees and permit fees of whatever nature applicable to the work which it performs under or pursuant to this Agreement, and shall obtain and keep current all required municipal, county and state licenses required to perform this work. GJ CRI shall furnish the Director, upon request, duplicate receipts or other satisfactory evidence showing or certifying the proper payment of all required licenses, permits, fees and taxes. GJ CRI shall promptly pay when due all bills, debts and obligations it incurs performing work under this Agreement and to allow no lien, judgment or execution to be filed on or against the City.

13.7. Compliance with All Laws and Regulations.

(a) GJ CRI agrees that, in the performance of work and services under or pursuant to this Agreement, it will comply with any and all applicable laws, rules, regulations, safety requirements and codes of the United States, the State of Colorado and with the charter, ordinances, rules and regulations of the City of Grand Junction, now in effect or hereinafter enacted.

(b) GJ CRI agrees that all educational, promotional and advertising efforts performed or utilized in relation to any services performed under this Agreement shall comply with all applicable trademark and copyright laws, rules, regulations and codes of the United States. In the event that GJ CRI uses any advertising, literature, material, equipment, process or procedure which is protected, GJ CRI shall secure permission for the use thereof as required by the holder of the trademark, patent or copyright at its own expense. GJ CRI agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Section VI, INDEMNIFICATION, from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which is alleged to infringe, or does infringe upon any trademark, patent or copyright protected by law.

13.8. Standard of Care. GJ CRI shall faithfully perform the work required under this Agreement in accordance with the appropriate standards of care, skill, training, diligence and judgment provided by contractors who perform work of a similar nature to the work described in this Agreement.

13.9. Dispute Resolution. Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by mediation. If mediation is unsuccessful, the parties expressly reserve the right to arbitrate or file a cause of action pursuant to the Colorado Rules of Civil Procedure. The parties hereto agree that a final determination from said mediation shall be a precondition to other action being taken.

13.10. Severability. In the event any of the provisions, or applications thereof, of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

13.11. No Third Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and GJ CRI. Nothing contained in this Agreement shall be construed to give or allow any such claim or right of action by any third party on such Agreement. It is the express intention of the City and GJ CRI that any other person, other than the City or GJ CRI, receiving any benefits from this Agreement shall be deemed to be incidental and unintended beneficiaries only.

13.12. Public Disclosures. GJ CRI shall have the right to include representations of the project, including photographs, among GJ CRI's promotional and professional materials. GJ CRI's materials shall not include any of the City's confidential or proprietary information if the City has previously advised GJ CRI in writing of the

specific information considered by the City to be confidential or proprietary. Promotional materials developed by GJ CRI may not be used by any person or entity without the written express consent of GJ CRI.

13.13. Venue. This Agreement shall be deemed to have been made in, and shall be construed and interpreted in accordance with the laws of the City of Grand Junction, Mesa County, State of Colorado.

13.14. Time. The parties agree that in the performance of the terms and requirements of this Agreement by GJ CRI, time is of the essence.

13.15. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13.16. Entire Agreement. The parties acknowledge and agree that the provisions contained herein constitute the entire Agreement and that all representations made by any officer, agent or employee of the respective parties, unless included herein, are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Director, or his designee, shall be valid unless they are contained in a written instrument executed by the City designee and GJ CRI.

13.17. Inurement. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

13.18. Execution of Contract. This Agreement is expressly subject to and shall not become effective or binding on the City until it is fully executed by all signatories.

13.19. Bid Process. In the event of termination or non renewal of this Agreement, the City shall not enter into any similar contract without a public bid process to which GJ CRI is given an opportunity to bid AND the City shall withhold all GJ CRI information supplied to the City as confidential business information, unless GJ CRI consents in writing.

CITY OF GRAND JUNCTION

By _____

Title: _____

ATTEST:

City Clerk

CURBSIDE RECYCLING INDEFINITELY, INC.

By _____

Title: President

EXHIBIT A
RESIDENTIAL CURBSIDE RECYCLING

GJ CRI has the exclusive right to and shall perform residential curbside recycling collection services within the city limits of the City of Grand Junction.

1. GJ CRI shall collect and remove all recyclable materials at participating residential households which are prepared and segregated according to GJ CRI Guidelines and placed in recycling containers provided or approved by GJ CRI (“approved containers”) by participating households at an accessible curbside or alley or adjacent to the regular refuse collection point, as determined by GJ CRI in its discretion. Materials placed at the curb of participating households which have not been generated by that household, or which have not been properly prepared and segregated or which are not in manageable and approved containers may be left at the discretion of GJ CRI. Approved containers, once emptied (unless excessively large or heavy as determined by GJ CRI), will be placed in as safe and secure a spot as is practical as determined by GJ CRI. Customers will be asked to not interfere with regular trash collection in the placement of containers.

2. All residential or business single family homes, duplexes, tri-plex and four-plex multifamily units within the City limits are eligible for residential curbside service by GJ CRI, subject to the terms described herein and in the Agreement of which this **Exhibit A** is a part.

3. GJ CRI shall have no obligation to collect or remove recyclable materials from any dwelling unit that is not a registered participant in the City recycling program, according to GJ CRI’s records.

4. GJ CRI shall have no obligation to collect or remove recyclable materials from any dwelling unit that is a registered participant in the City recycling program if that material was not generated by the occupants of that dwelling unit. GJ CRI may inquire of such occupants and if probable cause exists, the City will take enforcement action as deemed appropriate by the City.

5. GJ CRI shall have no obligation to collect or remove recyclable materials from any dwelling unit if the location of those containers renders them inaccessible or if moving or accessing the containers would pose a danger to GJ CRI staff or equipment. GJ CRI may elect, at its discretion, to not collect non-segregated material(s) or non-complying material(s). If the non-segregated or non-complying material(s) are deemed excessive by GJ CRI, a written notice shall be left with the material(s) explaining the reason why it was not collected.

6. GJ CRI shall collect recyclables from participating households once each month on the same day of the month, which shall be, to the extent practicable, the same as the regular trash day. The day of collection may be changed to allow for holiday

scheduling. Notice by GJ CRI may be given on the Internet, mailings or delivery to the household.

7. Special pick-ups for residents who have missed the scheduled recycling day may be provided on an as-needed basis as determined by GJ CRI. GJ CRI is not obligated to provide a special pick up to participants and, in its discretion may choose not to do so for those who request such service more than twice in any calendar year. GJ CRI may charge a fee for such services as may be agreed upon by GJ CRI and the Manager.

8. GJ CRI shall collect materials beginning no sooner than 7:30 a.m. and ending no later than 7:00 p.m., Monday through Saturday and beginning no sooner than 9:00 a.m. and ending no later than 5:00 p.m. on Sunday.

9. GJ CRI may modify service routes and collection days as needed at its discretion to balance routes and place existing routes on a once-each-month basis, same day as the City's sanitation service schedule.

10. GJ CRI shall provide fourteen (14) days written notice to the Manager before modifying the list of recyclable materials collected at a Drop Off location or on Residential routes. The notice from GJ CRI shall be in the form of a request. Unless and until the request is granted by the Manager, the materials collected by GJ CRI shall not change. The Manager shall reply to GJ CRI's request to modify the list of recyclable materials collected within seven (7) days of GJ CRI's notice.

11. GJ CRI shall transport the collected recyclable material(s) to the GJ CRI Lease facility. Processing activities shall occur within the Leased area.

12. GJ CRI shall process recyclable materials by sorting, crushing, screening, baling, loading, transporting, and/or temporarily storing all recyclable materials collected. GJ CRI shall market and process recyclable material(s) collected, pursuant to the Agreement, by contracting with mills, middlemen, processors and transporters. GJ CRI may also research and may enter into agreement(s) for experimental use, reuse and/or disposition which may expand market(s) and/or environmental benefit(s) even though such use, reuse or disposition of the recyclable materials is not the most lucrative. Any such agreement(s) with mills, middlemen, processors and transporters, unless clearly outside the scope of this contract, shall be reviewed and approved by the Manager before GJ CRI enters into any such contractual agreement(s). Since time is of the essence when marketing recyclable material(s) the Manager shall reply to any request by GJ CRI to enter into any marketing, use, reuse or disposition agreement within seven days of the date the request is made.

13. GJ CRI shall, at its sole cost and expense and except as otherwise provided herein, furnish all labor and equipment required to perform collection, education, transportation, processing and marketing services pursuant to this Agreement upon execution.

14. The City shall provide GJ CRI with reasonable operational, processing and temporary storage space consisting of, but not limited to, sufficient physical space(s)

located at the old sewage treatment plant on River Road (the Lease Area), or as otherwise may be agreed. Space provided by the City shall be not less than the clarifier ring located adjacent to and to the North of the existing recycling bay and plastics sorting building, one loading dock and storage area located adjacent to and Northeast of the existing recycling bay and plastics sorting building, glass storage bunkers and plastics sorting building, together with a staging area sufficient to access the facilities. The City shall continue to maintain such facilities. The City shall install electrical power to a glass crusher.

15. GJ CRI may provide one or more commercial recycling containers at one or more central collection points for multifamily dwellings of more than four units and for non residential customers. All costs of collection shall be borne by and all revenue derived retained by GJ CRI for such work.

16. The City and GJ CRI shall develop and implement a work plan for recycling education and publicity. GJ CRI shall engage in educational and promotional efforts, including without limitation, printing and distributing of educational and promotional materials to fulfill requirements of the work plan. All education and promotional materials shall be approved by the Manager or his designee prior to distribution and/or use. All education and promotional materials shall remain the property of GJ CRI. All notices, educational and promotional materials developed by GJ CRI shall provide the name and telephone number of GJ CRI.

18. GJ CRI shall research, produce, publish and distribute a biannual report to curbside recycling participants. The publication shall be at least two pages in length and outline current issues concerning recycling and waste management. This publication shall be approved by the Manager prior to distribution or other use.

19. The City shall promote the recycling program and encourage recycling by residents in the following ways:

- a. The City will establish and continue financial incentives for residents to recycle.
- b. The residential recycling fee cannot be greater than the difference between the charges for a 64 gallon trash container and a 96 gallon container.
- c. If the City continues to charge a separate recycling fee or offer the service at no additional cost to participants, it shall display such fees or a statement of the "free" service as a separate line item from the charge for trash service on residents' monthly bill. Should the City determine that such a charge breakdown or statement on the monthly bill would be cost prohibitive to implement, then the requirement imposed by paragraph 5.1(c) of this agreement will be nullified and cannot be used as justification of termination for cause by the City.
- d. GJ CRI will propose for City adoption by ordinance or regulation a one household limit on the amount of material set at the curb in order to discourage sharing with businesses, friends and neighbors. Wording to that effect will be

included in advertisements, promotions, residential sign up agreements and literature produced by either GJ CRI and the City.

e. The City will advertise and otherwise promote GJ CRI's programs to encourage participation. For example:

i. The City shall inform new residents of the recycling program and provide sign up information delivered to the Manager by GJ CRI.

ii. Information about GJ CRI's services will be included in monthly utility bills and/or City newsletters on a regular basis. Such information may also include educational material about the benefits of recycling.

iii. The availability of curbside and drop-off/buy-back recycling service will be included in listings along with listings of other City services, such as in phone books or newspapers.

f. In order for GJ CRI to keep an accurate account of participating residential customers, the City will devise a workable system that timely notifies GJ CRI of termination of a City recycling account, such as when a participant moves and cancels trash service, or moves and the account is transferred.

20. GJ CRI shall keep and maintain complete records and submit reports to the City, on an as directed basis, to apprise the City of the status of the recycling activities, revenue and expenditures.

Data shall be sufficient, as reasonably determined by the City, to provide the City with information substantiating GJ CRI's activities concerning the following topics:

- program cost for curbside collection, drop off maintenance, processing and shipping
- revenue generated from the sales of recycled materials
- poundage or tonnage recovered from the waste stream by type of material
- participation rates including number of households signed up for residential recycling listed as:
 - residential
 - commercial
- number of households setting out material per route per month

The Manager may modify the reporting requirements at any time upon thirty (30) days' written notice to GJ CRI.

21. The sales price(s) of recyclable material(s) received by GJ CRI and reported to the City is confidential and the City shall, unless otherwise ordered by a court, maintain such confidential and proprietary business information of GJ CRI. Due to the volatility of markets GJ CRI is authorized to maintain the confidentiality of purchasers and other proprietary information so long as GJ CRI understands and discharges its obligation to

the City to secure the best possible price for recyclable materials unless the sale, use, reuse or disposition of recyclable material(s) is made to increase use of recyclables or in the public interest. The City agrees to treat as confidential and proprietary any GJ CRI information, data, processes and documents, to the extent not inconsistent with the Colorado Open Records Act.

22. GJ CRI shall initially distribute three (3) recycling containers, a schedule of pick-up dates, and list of recyclable materials, a program brochure and a general information sheet to all dwelling units within the City of Grand Junction served by the recycling program. Residents who pay directly, rather than through the City billing system, will be issued three bags at sign up so long as they subscribe to at least one year of service. Additional containers may be sold or otherwise provided by GJ CRI to persons so requesting. Recycling containers sold to a purchaser shall belong to the purchaser and ownership may be marked on the container. Container(s) not purchased shall remain the property of GJ CRI. All recycling containers owned by GJ CRI shall bear the name and telephone number of GJ CRI and/or the name or logo of the City of Grand Junction.

23. The City hereby authorizes GJ CRI to take physical possession of and title to recyclable material(s) set out for collection by GJ CRI in containers which are provided or approved by GJ CRI and which may bear the name of GJ CRI and/or the name or logo of the City of Grand Junction.

EXHIBIT B:

PREMISES

City of Grand Junction GIS City Map ©: Premises

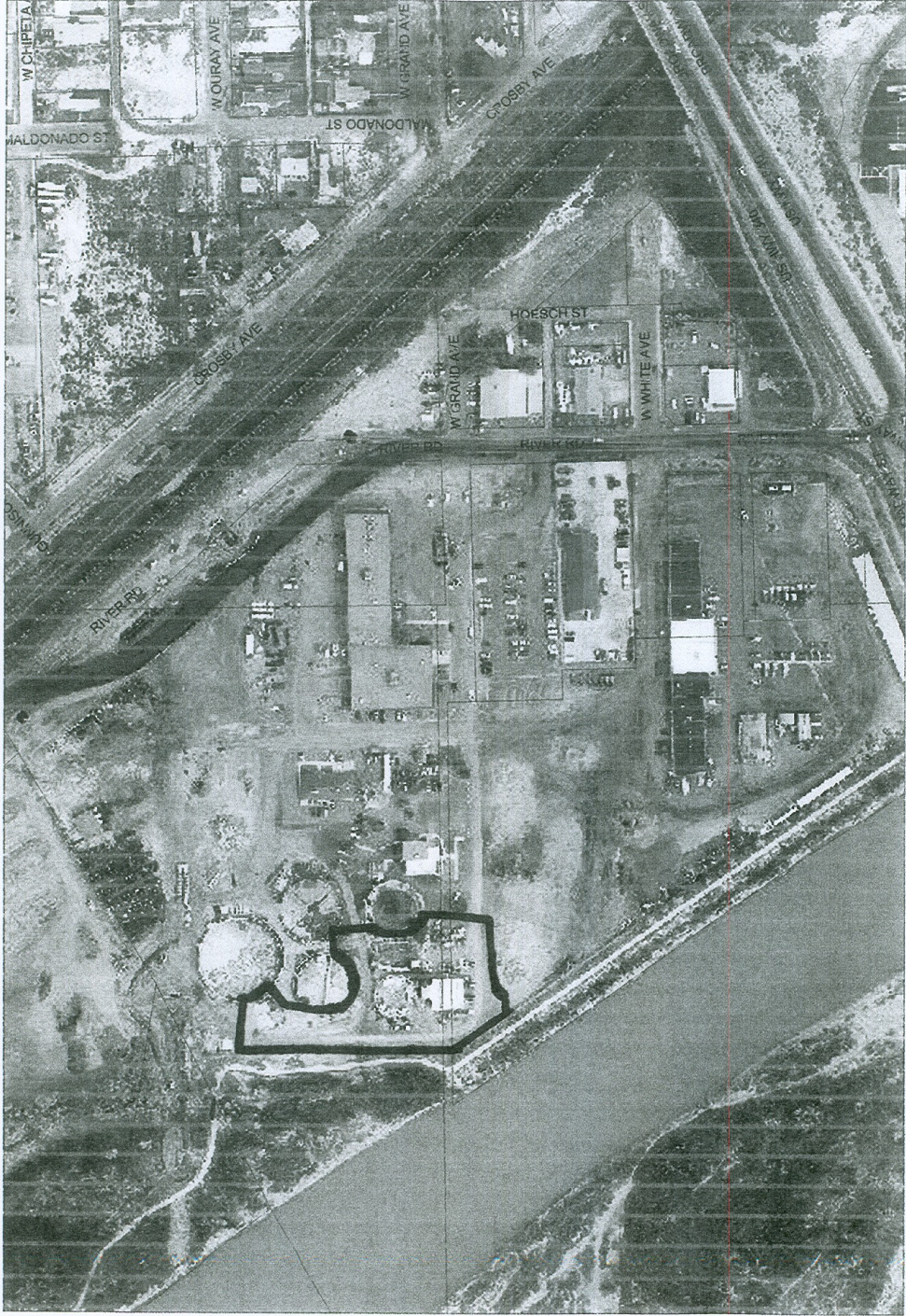


EXHIBIT C:

LEASE

City-GJ CRI Lease

THIS Lease Agreement ("Lease") is made and entered into as of this _____ day of _____, 2007, by and between the City of Grand Junction, a Colorado home rule city, 250 N. 5th Street, Grand Junction, CO, 81501 ("Landlord" or "City") and Curbside Recycling Indefinitely, Inc. ("GJ CRI"), PO Box 2450, Grand Junction, CO 81502 ("Tenant").

The purpose of this Lease is to allow the Tenant to occupy the Premises in order to effectuate the written agreement between the City and GJ CRI dated _____, 2007 (the "Contract").

The parties agree as follows:

- 1(a). **Premises:** The premise is the existing buildings and appurtenant yard ("Premises") located on the real property owned by Landlord at 2549 River Road, Building 2B, Grand Junction, Colorado 81501. The premises are a portion of the City's real property described as Westside Sewer Plant/City Shops.
 - 1(b). **Term:** The Term of this Lease shall be as set forth in this contract.
 - 1(c). **Rent:** Tenant shall not pay Rent for the Premises.
 - 1(d). **Utilities/Other Costs:** Tenant shall pay for all utilities and whatever maintenance and repair of the Premises as the parties agree, pursuant to the Contract.
 - 1(e). **Security Deposit:** -0-
 - 1(f). **Landlord's Notice Address:**
250 North 5th Street
Attn: Darren Starr
Grand Junction, CO 81501
 - 1(g). **Tenant's Notice Address:**
PO Box 2450
Grand Junction, CO 81502
2. **Term.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the Term as proposed for in the Contract.
 3. **Use of Premises.** The Premises shall be used for the existing curbside recycling programs of GJ CRI, and for GJ CRI's commercial recycling and related activities, and for no other purpose without prior written consent of Landlord. Tenant shall not do, or permit to be done, in or about the Premises, nor bring or keep or permit to be brought or kept herein, anything which is prohibited by or will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force, or which may hereafter be enacted or promulgated. The terms of the Contract shall continue to apply throughout Tenants' occupancy.
 4. **Tenant Repairs.** Tenant shall, at all times during Tenants' occupancy, at Tenant's sole cost and expense, keep the Premises in good and sanitary condition.
 5. **Mechanics Liens.** Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or through Tenant.
 6. **No Assignment.** Tenant may not, without the prior written consent of Landlord, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest herein or sublet the Premises or

any part thereof, or permit the use of the Premises by any party other than Tenant. Any such assignment or subletting without such consent shall be void. Any such consent by Landlord shall not release Tenant from any of Tenant's obligations hereunder or be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant by operation of law without the written consent of Landlord.

7. **Insurance.** Tenant shall obtain insurance deemed appropriate by Tenant covering Tenant's operations and personal property.

8. **Holdover.** If Tenant does not surrender possession of the Premises at the end of the Term, as provided in the Contract. Tenant shall be a Tenant-at-sufferance of Landlord.

9. **Inspection.** Landlord may enter the Premises and the Real Property at reasonable hours to (a) inspect the same, (b) determine whether Tenant is complying with all of its obligations hereunder, and (c) post notices of non-responsibility. All such entries shall be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

10. **Default.** Tenant shall be deemed to be in default hereunder:

- (a) If Tenant shall be adjudicated bankrupt, or if a trustee or receiver of Tenant's property be appointed, or if Tenant shall make an assignment for the benefit of creditors; or
- (b) If default shall at any time be made by Tenant in the payment of rent, utilities, or other costs, or any installment thereof, for more than three (3) days after the same is due to Landlord or other provider; or
- (c) If there shall be a default in the performance of any other covenant, agreement or condition of the Contract.

11. **Notices.** All notices and demands which may or are required to be given by either party to the other hereunder shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified or registered, postage prepaid, and addressed as shown on Section 1 hereof, or to such other place as each party may from time to time designate in a notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Lease dated the day and year first above written, to be effective upon the Closing of the Contract.

LANDLORD:

CITY OF GRAND JUNCTION, a Colorado
home rule municipality,

By: _____
Darren Starr

TENANT:

Curbside Recycling Indefinitely, Inc.
d/b/a GJ CRI

By: _____
Steven Foss, President

Date: _____

Date: _____

EXHIBIT D

2007	\$4378.10
2008	\$5674.89
2009	\$5674.89
2010	\$5674.89
2011	\$5674.89
2012	\$5674.89
2013	\$5674.89
2014	\$5674.89
2015	\$5674.89
2016	\$5674.89
TOTAL:	\$55452.08

Attach 24

Withdrawal of Appeal of a Planning Commission Decision to Deny the Pinnacle Ridge Preliminary Plan

CITY OF GRAND JUNCTION

<i>CITY COUNCIL AGENDA</i>						
Subject	Withdrawal of Appeal of the Planning Commission Denial of the Pinnacle Ridge Preliminary Plan, Located Northeast of Monument Road and Mariposa Drive (Continued from April 4, 2007)					
Meeting Date	July 18, 2007					
Date Prepared	July 12, 2007				File # PP-2005-226	
Author	David Thornton		Principal Planner			
Presenter Name	David Thornton		Principal Planner			
Report results back to Council	X	No		Yes	When	
Citizen Presentation		Yes		No	Name	
	Workshop	X	Formal Agenda	X	Consent	Individual Consideration

Summary: Appeal of the Planning Commission denial of the Pinnacle Ridge Preliminary Plan, consisting of 72 single family lots on 45.33 acres in an R-2 (Residential, 2 du/ac) zone district. The applicant has withdrawn the appeal.

Budget: N/A

Action Requested/Recommendation: Rescind the appeal of the Planning Commission denial of the Pinnacle Ridge Preliminary Plan.

Background Information:

City staff has been working with the applicant on a new revised preliminary plan for Pinnacle Ridge. The revised plan will be scheduled for Planning Commission consideration as soon as the last few review comments have been adequately addressed. As a result, the appeal of the 2005 Pinnacle Ridge Preliminary Plan denied by Planning Commission September 12, 2006 is no longer being requested by the applicant. Attached is a letter from the applicant requesting the appeal to be withdrawn.

Attachment:

- Letter from Applicant

**Two R & D LLC
1880 K Road
Fruita, CO 81521**

Via: E-Mail & US Mail

July 11, 2007

City of Grand Junction
Community Development
Attn: Dave Thornton, AICP
250 N. 5th Street
Grand Junction, CO 81501

Pinnacle Ridge Development
Preliminary Plan Application
Grand Junction, Colorado
VEI # F04-006

Dear Mr. Thornton,

As you are aware, an appeal of the Planning Commission denial for the Pinnacle Ridge Preliminary Ridge Subdivision plan was filed on September 21, 2006. This appeal was filed in accordance with Section 2.18.E.4 of the Zoning and Development Code.

Two R & D has continued diligently to work with staff on multiple levels to alleviate the concerns with this development as it was originally proposed. To this end, we believe that the revised design prepared by Vortex Engineering, Inc., does so and we look forward to full Staff support.

Therefore, please accept this letter as a formal request to rescind the appeal filed on September 21, 2006 by our project attorney Mr. Thomas C. Volkmann. We would request that this item be removed from the next City Council agenda as we have previously discussed.

Should you require additional information or have any questions regarding the above, please do not hesitate to contact me at 970-245-9051.

Sincerely,

Two R & D, LLC

**Robert W. Jones II
Managing Member**

Cc: Thomas C. Volkmann, Esq
Darren Davidson
Bob Jones
File

Attach 25
Public Hearing – Rezoning Property Located at 675 23 Road
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA							
Subject		Rezoning a portion of property - Located at 675 23 Road					
Meeting Date		July 18, 2007					
Date Prepared		July 3, 2007			File #FP-2007-133		
Author		Ken Kovalchik		Senior Planner			
Presenter Name		Ken Kovalchik		Senior Planner			
Report results back to Council			Yes	X	No	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent	X Individual Consideration

Summary: Request to rezone a portion of Lot 2 of the Taurus Subdivision from C-2 (General Commercial) to I-1 (Light Industrial).

Budget: N/A

Action Requested/Recommendation: Hold a public hearing and consider final passage of the ordinance.

Background Information: See attached Staff Report/Background Information

Attachments:

1. Staff Report/Background information
2. Site Location Map / Aerial Photo Map
3. Future Land Use Map / Existing City and County Zoning Map
4. Zoning Ordinance

BACKGROUND INFORMATION					
Location:		675 23 Road			
Applicants:		Representative: Austin Civil Group, Inc. Owner/Developer: CP Grand Junction, LLC			
Existing Land Use:		Vacant			
Proposed Land Use:		Commercial/Industrial			
Surrounding Land Use:	North	Vacant/Industrial			
	South	US HWY 6/50; Industrial; Vacant			
	East	Vacant; Light Industrial			
	West	Commercial			
Existing Zoning:		I-1 (Light Industrial) & C-2 (General Commercial)			
Proposed Zoning:		Same			
Surrounding Zoning:	North	I-2			
	South	I-2 and CSR			
	East	I-1			
	West	C-2			
Growth Plan Designation:		Commercial Industrial			
Zoning within density range?		X	Yes		No

Staff Analysis:

The request is to rezone a portion of Lot 2 of the Taurus Subdivision from C-2 (General Commercial) to I-1 (Light Industrial). In March 2007 the Preliminary Subdivision Plan for Grand Mesa Business Center (PP-2006-231) for a 7 lot commercial/industrial subdivision was approved by the Planning Commission. Lot 1 of the Taurus Subdivision is zoned I-1 and Lot 2 is zoned C-2. Lot 1 Block 2 of the proposed Grand West Business Park encompasses both the I-1 and C-2 zone districts of the Taurus Subdivision. The southern ¼ of Lot 1 Block 2 is in the C-2 zone district. Staff finds it would be beneficial to both future developers and City to have the entire parcel zoned I-1. The City does not prohibit a parcel having dual zoning designations, but does discourage it. The lot will be easier to develop with one zone district and the future developer of the site will not have to worry about specific zone district standards, such as uses permitted/prohibited in the C-2 and I-1 zone districts; landscape buffers between the C-2 and I-1 zone districts; and setbacks.

The final plat is currently under review for administrative approval. Staff recommends approval of the rezone request, subject to the recordation of the approved final plat for the Grand West Business Park. See attached Exhibit A for proposed rezone area.

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.

Applicant's Response: The area around this project is commercial and industrial in nature. The properties surrounding this site are primarily zoned C-2 and I-1. Changing the C-2 portion of this lot to I-1 will simplify the site design requirements in the future.

Staff's Response: The site is surrounded by C-2, I-1 and I-2 zoned parcels. The proposed rezone to I-1 will be compatible to adjacent zoning and Future Land Use designations in this area which are Industrial and Commercial/Industrial.

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

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

Staff's Response: Staff concurs with the applicant's response.

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.

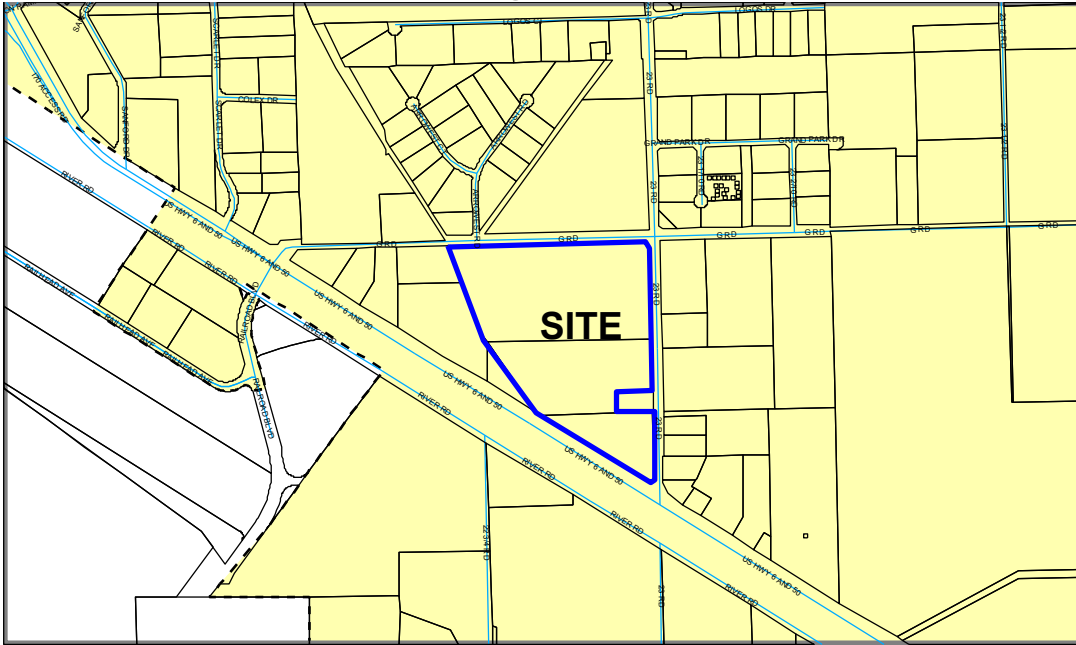
- e. I-O

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the requested rezone to the City Council, finding the zoning to the I-1 district to be Consistent with the Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code and that the rezone request is subject to the recordation of the approved final plat for the Grand West Business Park.

Site Location Map

Figure 1



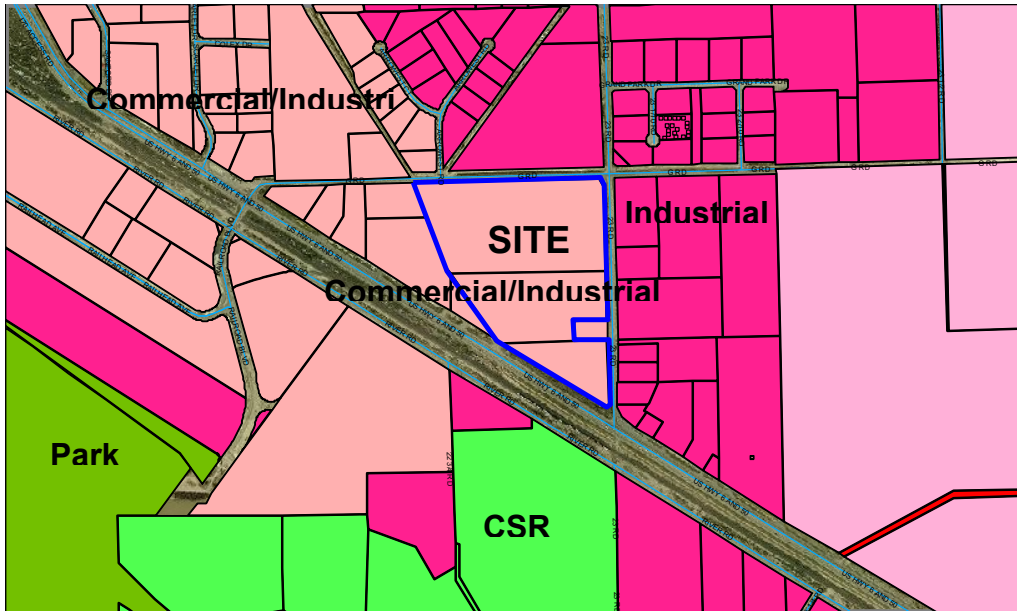
Aerial Photo Map

Figure 2



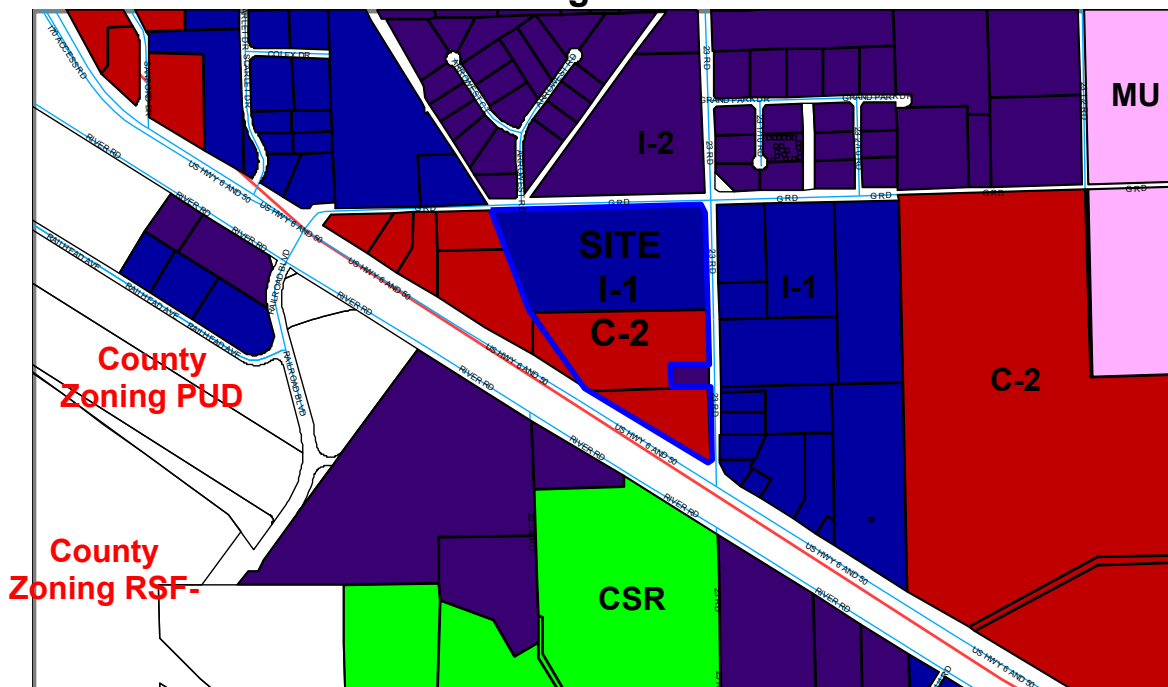
Future Land Use Map

Figure 3



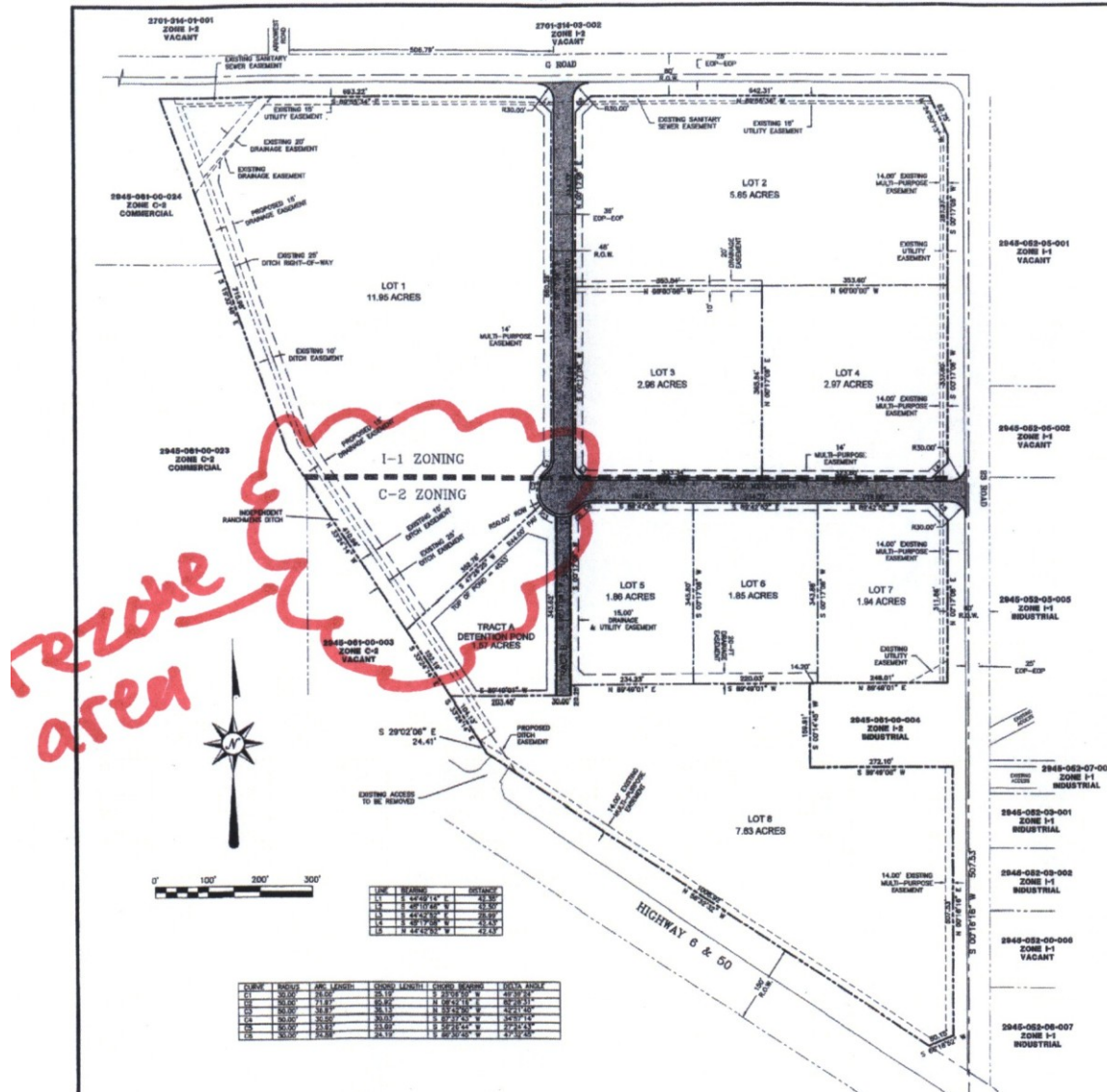
Existing City and County Zoning

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."

Exhibit A – Proposed Grand West Business Park Final Plan



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING A PORTION OF LOT 2 OF THE TAURUS
SUBDIVISION FROM C-2 TO I-1**

LOCATED AT 675 23 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 a portion of Lot 2 of the Taurus Subdivision 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. The rezone request is subject to the recordation of the approved final plat for the Grand West Business Park.

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. Adoption of the ordinance is subject to recordation of the approved final plat for the Grand West Business Park.

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

The following property be zoned I-1 (Light Industrial).

Beginning at the Northwest corner of Lot 2, Taurus Subdivision recorded at the Mesa County Clerk and Records office at Book 4211, Page 317, whence the Northeast corner bears S89°42'52"E a distance of 1228.30 feet, with all bearing contained herein relative thereto; thence S89°42'52"E 450.81 feet along the North line of said Lot 2; thence leaving said North line of Lot 2 along a curve to the right and a radius of 50.00 feet and a chord bearing of S01°46'52"E a distance of 51.13 feet; thence S47°26'25"W 352.78 feet to a point on the West line of said Lot 2; thence N33°24'58"W 349.71 feet along said West line of Lot 2 to the Point of Beginning,

CONTAINING 1.66 Acres (72,309 Sq. Ft.), more or less, as described.

INTRODUCED on first reading the 20th day of June, 2007 and ordered published.

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

ATTEST:

President of the Council

City Clerk

Attach 26

**Public Hearing – Brady South Annexation Growth Plan Amendment
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Brady South Annexation Growth Plan Amendment – Located at 347 27½ Road, 348 27½ Road and 2757 C½ Road					
Meeting Date	July 18, 2007					
Date Prepared	July 6, 2007				File # GPA-2007-051	
Author	Kristen Ashbeck		Senior Planner			
Presenter Name	Kristen Ashbeck		Senior Planner			
Report results back to Council		Yes	<input checked="" type="checkbox"/>	No	When	
Citizen Presentation	<input checked="" type="checkbox"/>	Yes		No	Name	Robert Jones, Representative
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda		Consent	<input checked="" type="checkbox"/> Individual Consideration

Summary: The applicant is proposing to develop a 12.62-acre site comprised of 3 parcels for commercial/industrial use. The westerly parcel (347 27-1/2 Road) is already shown as Industrial on the Growth Plan Future Land Use Map but the two easterly parcels (348 27-1/2 Road and 2757 C-1/2 Road) are shown residential. Thus, in order to develop the 3 parcels as one commercial/industrial project, a Growth Plan Amendment is requested to change the Growth Plan Future Land Use Map from Residential Estate 2-5 acre lots to Commercial Industrial (CI).

Budget: NA

Action Requested/Recommendation: Hold a Public Hearing and consider adoption of the proposed Growth Plan Amendment resolution.

Attachments:

1. Site Location/Aerial Photo Maps
2. Future Land Use/Existing City and County Zoning Maps
3. Letters from Concerned Citizens
4. Planning Commission Minutes (to be provided by 7/16 workshop)
5. Proposed Growth Plan Amendment Resolution

Background Information: See attached staff report/background information

Staff Analysis:

1. Background

The 12.62-acre Brady South properties are located along the Colorado River at 347 and 348 27-1/2 Road and 2757 C-1/2 Road. The properties have recently been annexed to the City of Grand Junction. Prior to zoning the annexed property, the applicant is requesting an amendment to the Growth Plan Future Land Use Map for the two easterly parcels. The property is currently vacant except for several abandoned buildings.

2. Section 2.5.C of the Zoning and Development Code

The Growth Plan can be amended if the City finds that the proposed amendment is consistent with the purpose and intent of the Plan and it meets the following criteria if not recognized as an error in the plan (Criterion a):

- b. Subsequent events have invalidated the original premises and findings.

Response: Even though the Growth Plan Future Land Use Map designates the two easterly parcels as Residential Estate, the existing structures on the site were formerly used as industrial (hog plant) and the County zoning map has continued to show the parcels as I-2. Subsequent to the adoption of the Growth Plan, there has been substantial interest in and development of commercial and light industrial uses in the area, particularly with the completion of the Riverside Parkway. The Parkway has improved access to this area and has made it more desirable for non-residential use.

- c. The character and/or condition of the area have changed enough that the amendment is acceptable and such changes were not anticipated and are not consistent with the plan.

Response: There is increasing non-residential development activity in the area. Public sentiment expressed during the ongoing South Downtown Planning process is that this area has potential to expand the commercial/industrial base already in South Downtown and provide new areas, more conducive to development of new and relocated businesses. The area is entirely within the Mesa County Enterprise Zone which would support such non-residential use. The Growth Plan likely did not foresee this kind of interest and activity in the area.

- d. The change is consistent with the goals and policies of the Plan, including applicable special area, neighborhood and corridor plans.

Response: The South Downtown Neighborhood Plan that is currently in process will be the guiding document for this area once adopted later in 2007. However, public sentiment as alluded to above, does not find non-residential uses along the River objectionable as long as adequate buffering and operational restrictions are followed and the development of the property can accommodate the “green” waterfront envisioned by the Urban Trails Master Plan.

Non-residential use on the properties would also be consistent with the Las Colonias Park Plan which shows a sizeable community building directly adjacent to the westerly Brady South property. The uses developed on the Brady South properties, along with a natural drainage along the eastern boundary could provide a compatible transition to the existing low density uses to the east.

- e. Public and community facilities are adequate to serve the type and scope of land use proposed.

Response: Adequate public and community facilities and infrastructure are available to serve the type and scope of land use proposed, or will be made available concurrent with the projected impacts of the proposed development.

- f. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use.

Response: As stated in response to criteria b. through d. above, and in discussions with various entities during the ongoing South Downtown planning process it appears there is a need for commercial and light industrial designated property. This area is viewed as a good location for new industry in the community due to it’s proximity to transportation corridors and being within the Mesa County Enterprise Zone. In particular, larger parcels such as these are needed to replace uses such as those in the core area of South Downtown that have outgrown their currently locations.

- g. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Response: The community will derive benefits from the proposed amendment in that the project will provide additional tax base, utility revenue and employment opportunities by allowing additional commercial/industrial uses. In addition, such uses can serve as a buffer/transition between the heavier park uses directly west of the site and the low density residential uses to the east.

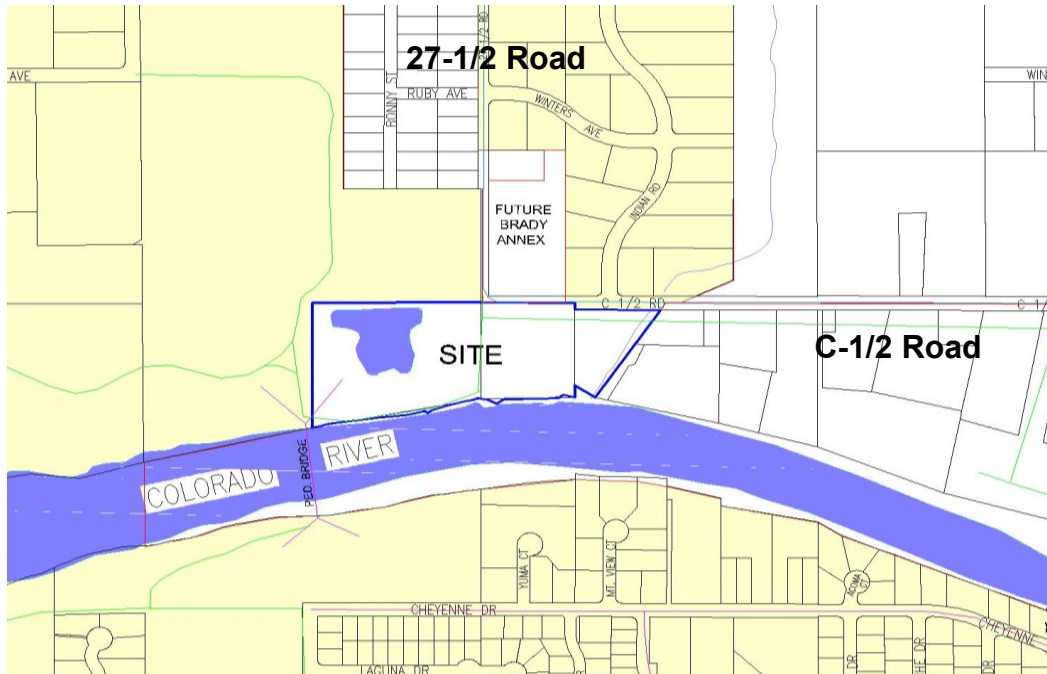
FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Brady South Annexation application, GPA-2007-051 for a Growth Plan Amendment, Planning Commission made the following findings of fact and conclusions:

4. The proposed amendment is consistent with the purpose and intent of the Growth Plan.
5. The appropriate review criteria in Section 2.5.C of the Zoning and Development Code have been met.

RECOMMENDATION: Planning Commission heard this request at its June 26, 2007 and recommended approval of the Brady South Annexation Growth Plan Amendment from Residential Estate to Commercial Industrial.

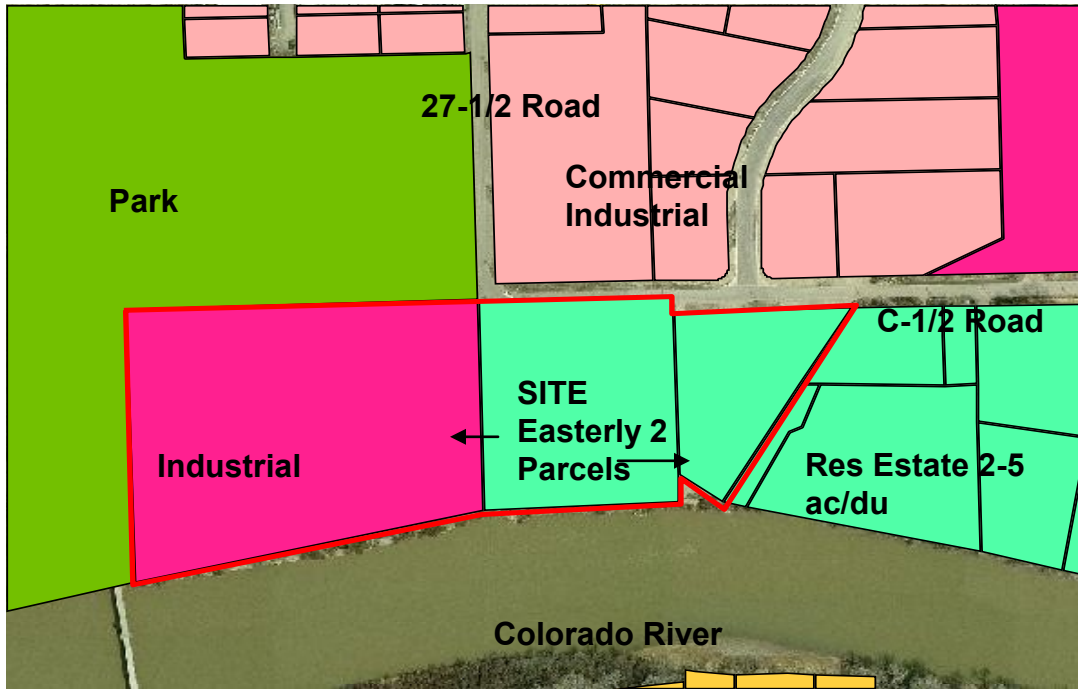
Site Location Map



Aerial Photo Map



Future Land Use Map



Existing City/County Zoning



LETTERS FROM CONCERNED CITIZENS

Penny & Enno Heuscher
330 Mtn. View Ct
Grand Junction, CO 81503

(pg.1 of 2)

May 24, 2007

✓ **Grand Junction City Council,**
City of Grand Junction Planning Dept.(Kristen Ashbeck)
250 Nth 5th St.
Grand Junction, CO 81501

RECEIVED
MAY 30 2007
COMMUNITY DEVELOPMENT
DEPT.

**Factors to Consider Regarding Growth Plan Rezone Request by Brady Trucking
Co. South**

Position – Opposed

Background and History of the-- “South”-- Zoning Location

Brady Trucking wishes to place its business on land directly adjacent to the Colorado River near Las Colonias Park. The area is located east of the Western Colorado Botanical Gardens and east of the Old Mill Pedestrian Bridge that links the Riverfront Trail to the Eagle Rim Park and Orchard Mesa. A section of it is partially bordered by Las Colonias Park on the north and the remainder is bordered on the north by C 1/2 Rd. It is bordered by residential on the south side of the river and by residential on the east side.

Residents on the south side of the river are within the notification requirement and are greatly affected by this proposal. The area had been occupied by the controversial Grand Valley By Products.

Many years ago Mesa County had given I-2 zoning to this area located on the Colorado River. That type of zoning was assigned before the deleterious effects of industrial runoff and potential contamination of riparian habitat had been recognized. We recognize that sewer drains are more sophisticated than in the past but with industrial zoning the potential for hazardous spills exists.

Years ago cities across the nation had not recognized the value of rivers and riverfronts to wildlife. Heavy industrial zoning was granted many decades ago. Now **riverfronts are highly valued and recognized** not only for wildlife but also for the wonderful recreational assets they offer for the greater good of communities and their visitors. The zoning request is not a fit for the area.

Brady wants to be annexed into the city but **“Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.”** – Grand Junction City Staff.

To kristen
Ashbeck

Key Points and Reasons to Deny Rezone

(pg 2of 2)

• **Plans for continuation of the Riverfront Trail:**

The City of Grand Junction Planning Dept and the City Council are well aware of the Riverfront Trail system here in Grand Junction and in the adjacent communities. The City has worked with the Riverfront Commission and with property owners for over twenty years to help establish this wonderful and treasured asset for our community.

- **The Grand Junction Planning Department: does not recommend Heavy Industrial Zoning for Brady South.** At this time it is imperative that the City Council carefully weigh the problems of this request that would change the Growth Plan, a document professionally produced by the City of Grand Junction and hundreds of Grand Junction business leaders. Heavy industrial as requested is not a fit on the river as recognized by the Growth Plan

- **South Downtown Plan: Brady Trucking rezone request is the South Downtown Plan area and their request is not a fit with the Plan.** The May, 2007 South Downtown and Las Colonias Park Plan Report shows "strong community support" for creating, maintaining and enhancing a green waterfront.

- **Eagle Rim Park: The City of Grand Junction developed Eagle Rim Park across the river. This park is a favorite one for band concerts, picnics, rollerblading, walking and skate-boarding. Heavy industrial zoning is not appropriate across from Eagle Rim. Concerts can not compete with trucks.**

- **Neighbors object due to noise, lighting and odor (diesel fuel) in addition to favoring the continuation of the Riverfront Trail. They witness deer, porcupine, raccoons, bear, owls, hawks, water birds such as the rare black crowned night and blue herons, ducks, geese, song -birds and fish. The Eagle Rim Park was named for the eagles that can be seen frequently from the park.**

- **Recreation Center - This area is also highly favored as a site for a recreation center as per a recent spring of 2007 community meeting on the rec. center. Professionals expressed the opinion that this South Downtown and east Las Colonias area would be perfect as it would be right on the Riverfront Trail. Brady might consider selling for this purpose.**

For the above reasons do not grant heavy industrial zoning for this area. Make better use of the Colorado River bank.

With appropriate zoning, Brady still should be required to give an easement for the entire length of its' riverfront property that extends for several city blocks along the Colorado River. Their property should be landscaped to provide screening for adjacent residential neighborhoods to the east and south and for the Riverfront Trail.

Pauline Tucker *Chad Huser*

RECEIVED
JUN 22 2007
COMMUNITY DEVELOPMENT
DEPT.

6/21/07

Dear Planning Commission,

I am writing in regards to the possible rezoning of the property known as the former "rendering plant" now owned by Browns Trucking. I understand the parcel where the rendering plant used to be is zoned industrial and the land to the east is agriculturally zoned. I attended a meeting where Browns Trucking announced a desire to change the parcel(s) to the east to industrial zoning. I believe that would be a poor choice.

It is already unfortunate that any of that land adjacent to the river is zoned industrial. Looking down from the park, it is not an attractive view, nor will it be from Los Colonias Park. The plots to the east would be better suited as commercial so as not to further ruin the view from any aspect. Landscaped buildings will look a lot better than drilling derricks, trucks, semis, modulars, trailers, pipes, outhouses, and an assortment of various other equipment needed for drilling and trucking. The rendering plant property is such a prime piece of real estate right on the river and it is just a big parking lot for not very attractive machinery. I understand that can't be changed, but let's not make it worse by making it bigger.

Also, the trucking business does conduct activity

at hours later than the normal work day. There is a "noise" factor that is a concern. The parcels of land to the east of the rendering plant parcel are directly across the river from a neighborhood. Night time activity would not be welcome. Please understand that noise travels over the water to this neighborhood easily; it may be across the river, but it is actually very close.

Thank you for your time and efforts.

Sincerely,

Janet Magoon

Janet Magoon
2752 Cheyenne Dr
Grand Junction, Co
81503

970-243-6213

**GRAND JUNCTION PLANNING COMMISSION
JUNE 26, 2007 MINUTES
7:00 p.m. to 1:55 a.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 A. Dibble (Chairman), Roland Cole (Vice-Chairman), Tom Lowrey, Bill Pitts, William Putnam, Reggie Wall and Patrick Carlow (1st alternate). Commissioner Lynn Pavelka-Zarkesh was absent.

In attendance, representing the City's Community Development Department, was Lisa Cox.

Also present were Jamie Beard (Assistant City Attorney), Kristen Ashbeck, Ronnie Edwards, Lori Bowers, Ken Kovalchik, Rick Dorris, Eric Hahn. Jody Kliska, City Transportation Engineer was also present.

_____ was present to record the minutes.

There were _____ 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

There were no minutes available for consideration.

III. CONSENT AGENDA

Available for consideration were items:

- | | |
|------------------------|---------------------------------------------------------------|
| 1. PFP-2007-116 | PRELIMINARY PLAN – St. Mary's Hospital Century Project |
| 2. SS-2005-290 | VACATION OF RIGHT-OF-WAY – Indian Road Subdivision |
| 3. PP-2006-214 | ZONE OF ANNEXATION - Mesa Ayr Subdivision |

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. Lisa Cox, Planning Manager, advised the Commission that

applicant has requested a continuance of Consent Agenda item number 2, SS-2005-290, vacation of right-of-way for Indian Road Subdivision, to the July 10, 2007 public hearing.

MOTION: (Commissioner Cole) “Mr. Chairman, I move for the continuance of item 2, SS-2005-290, Vacation of Right-of-Way – Indian Road Subdivision, to the July 10, 2007 Planning Commission hearing.”

Commissioner Lowrey seconded the motion. A vote was called and the motion passed unanimously by a vote of 7-0.

No objections or revisions were received from the audience or planning commissioners on either of the remaining Consent Agenda items.

MOTION: (Commissioner Cole) “Mr. Chairman, I move approval of the Consent Agenda items 1 and 3 as presented.”

Commissioner Pitts seconded the motion. A vote was called and the motion passed unanimously by a vote of 7-0.

IV. FULL HEARING

4. GPA-2007-051GROWTH PLAN AMENDMENT – Brady South Annexation

Request approval of a Growth Plan Amendment to change the Future Land Use Designation of two parcels from Estate to Commercial/Industrial on 5.25 acres.

PETITIONER: Jennifer Brady – SLB Enterprises
LLC
LOCATION: 348 27½ Road and 2457 C½
Road
STAFF: Kristen Ashbeck

APPLICANT’S PRESENTATION

Robert Jones II with Vortex Engineering (255 Vista Valley Drive, Fruita) addressed the Commission as applicant’s representative. Mr. Jones made a PowerPoint presentation in support of the requested Growth Plan Amendment. Mr. Jones explained that the request is for a Growth Plan Amendment from Residential Estate, 2 to 5 dwelling units per acre to Commercial/Industrial. He stated that the existing use and zoning of this site has been heavy industrial (I-2) in the County. Mr. Jones pointed out that a drain ditch along the eastern boundary creates a natural barrier. The area is predominantly industrial. Mr. Jones further stated that the proposed Growth Plan Amendment is consistent with the purpose and intent of the applicable Neighborhood Growth Plan and the believes the review criteria of section 2.5.C. of the Zoning and Development Code have been met. According to Mr. Jones, this project will provide the opportunity for

quality infill development in a region that needs commercial and industrial zoned property for development.

STAFF'S PRESENTATION

Kristen Ashbeck with the Public Works and Planning Department stated that the Brady South annexation included three parcels; however, only the easterly two are the subject of this requested Growth Plan Amendment. She went on to state that the annexation has been completed and the zone of annexation will follow pending the outcome of this Growth Plan Amendment. Ms. Ashbeck stated that these two parcels are shown on the Growth Plan as residential but do not appear conducive to residential because of the past industrial uses and some of the surrounding properties. Since adoption of the Growth Plan there has been increased interest to keep industrial uses in this area partially due to the South Downtown Plan and the Riverside Parkway. Additionally, this is largely seen as an infill area with existing adequate facilities for utilities and roads for this type of development.

QUESTIONS

- Commissioner Cole asked if the Commission would see the development plan as it comes forward. Kristen Ashbeck stated that would depend on what the zoning is and what the use is. She further stated that applicant has been working with the Riverfront Commission.
- Chairman Dibble asked if this is within the 100 year flood plain. Ms. Ashbeck stated that the 100 year flood plain is associated with the river which does impact the site; however, she does not believe that the 100 year flood plain is associated with the subject property.

PUBLIC COMMENT

Janet Magoon, 2752 Cheyenne Drive, stated that she is concerned about the whole area and in particular would not like to see any more riverfront property to be industrially-zoned.

Candi Clark, 331 Acoma Court, stated that she is concerned with the present zoning and does not believe that industrial zoning would be appropriate for this area. She also pointed out that there is a huge variety of wildlife that lives in this area and sees this property as a riparian habitat. "My summary is, if this Committee feels that we need to go with this zoning, that we really will need some extensive conditional use requirements put on this land for landscaping and berms and strict monitoring of emissions and the very big thing is our contamination through possible fuel spills. We know it's a matter of when and not if something like that would happen on this piece of property."

Dr. Enno Heuscher of 330 Mountain View Court stated the he wanted to correct the Mr. Jones who ignored the City residential adjacent property sites directly across the river as well as Eagle Rim Park, Las Colonias Park and the approved athletic facility on the

east portion of Las Colonias Park. He suggests that this matter be tabled to ensure proper berms, landscaping, and flood control as well as conditional use permitting is done.

APPLICANT'S REBUTTAL

Robert Jones II readdressed the Commission. He reaffirmed that it is applicant's belief that that this Growth Plan Amendment meets the criteria of section 2.5.C. In terms of some of the comments raised, many are addressed in the Zoning and Development Code through the site plan review process.

DISCUSSION

Commissioner Cole stated that he believes an amendment to the Growth Plan is appropriate as the property is basically surrounded by industrial and the Growth Plan criteria have been met.

Commissioner Putnam also finds that the criteria have been met and is in favor of supporting the Growth Plan Amendment.

Commissioner Pitts stated that the riverfront trail issue has been addressed to his satisfaction and believes the issues raised by the public will be taken into consideration. He is in favor of the amendment.

Commissioner Carlow stated that he has no problem with the change itself.

Commissioner Wall stated that, "I don't think today or tomorrow this would make sense as having any kind of industrial on it."

Commissioner Lowrey stated that he agrees with Commissioner Wall. "It's residential to the east and a park to the west and residential to the south. It's only industrial to the north." He also stated that he does not believe the criteria have been met. He believes a lighter use would be better use of this area.

Chairman Dibble asked for clarification regarding current County zoning for the parcel to the west as depicted on the Future Land Use Map. Kristen Asbeck stated that that parcel is currently zoned I-2 and the Land Use Plan shows it as industrial.

MOTION: (Commissioner Cole) "Mr. Chairman, on Item GPA-207-051, the Brady South Annexation Growth Plan Amendment, I move that we forward a recommendation of approval of the amendment from Residential Estate to Commercial/Industrial."

Commissioner Pitts seconded the motion. A vote was called and the motion passed by a vote of 5-2 with Commissioners Lowrey and Wall opposed.

5. RZ-2007-112 REZONE – Amorelli Rezone

Request approval to rezone 5.3 acres from a City R-1 (Residential, 1 du/ac) to City R-2 (Residential, 2 du/ac) zone district.

PETITIONER: Joseph Amorelli
LOCATION: 2719 H Road
STAFF: Ronnie Edwards

STAFF’S PRESENTATION

Ronnie Edwards of the Public Works and Planning Department made a PowerPoint presentation regarding the requested rezone from an R-1 zone district to a R-2 zone district. Ronnie explained that the property was annexed in 1996 with the Airport West Enclave annexation. At that time, it was zoned RSF-R. She further explained that the area north of the canal and south of H Road was changed to RSF-R even though it created non-conforming lots and did not match the Future Land Use recommended density. The area south of the canal remained RSF-2. The Growth Plan designation for the property and parcels to the east are Residential Low. According to the minutes of the March 7, 2000 City Council meeting for the adoption of the new zoning map, RSF-R was to become RSF-2 in order that it would be conforming with the Future Land Use Map. The map did not reflect this as it shows RSF-1. Ms. Edwards went on to state that the properties in the area have developed residentially consistent with the Growth Plan and the Future Land Use Map. The requested zoning of R-2 is seen as a transitional zone between various densities and would allow infill development within an urban area. Also, any development in this area will require extending sewer services from the Bookcliff Tech Park. The subject property is also included in the urban growth boundary of the North Central Valley Plan which was adopted in 1998. She finds that the request meets the goals and policies of the Growth Plan and the North Central Valley Plan.

APPLICANT’S PRESENTATION

Applicant Joseph Amorelli addressed the Commission in support of his request for a rezone from R-1 to R-2. He expressed concern that some of his neighbors are opposed to the request.

PUBLIC COMMENT

Gail Redin, 2723 H Road, spoke against the rezone as she is opposed to the density.

Jan Kohles of 2933 B Bunting Avenue clarified that the Skyline Subdivision lots are one acre lots.

APPLICANT’S REBUTTAL

Joseph Amorelli believes that this rezone would create a good transition.

DISCUSSION

Commissioner Pitts does not believe this would be a buffer as there are larger parcels to the north, east and south of the subject property. He also does not believe it fits the neighborhood and, therefore, opposes the proposition.

Commissioner Carlow stated that he does not have a problem with the proposal.

Chairman Dibble believes this is a correctional item and conforms to the initial intention of the zoning and Future Land Use Map as designated in 2000.

Commissioner Cole stated that he believes R-2 zoning is appropriate based in large part on past actions of City Council.

Commissioner Lowrey stated that he has no problem with a R-2 zoning.

MOTION: (Commissioner Cole) “Mr. Chairman, on Rezone, #RZ-2007-112, I move that the Planning Commission forward the request to rezone to City Council with the recommendation of approval for the R-2 zone district for the Amorelli Rezone with the findings of facts and conclusions listed in the staff report.”

Commissioner Wall seconded the motion. A vote was called and the motion passed by a vote of 5-2 with Commissioners Putnam and Pitts opposed.

A brief recess was taken.

6. ANX-2006-108ANNEXATION – Fletcher Annexation

Request approval to zone 139 acres from a County PD (Planned Development) to a City Planned Development district.

PETITIONER: Redlands Valley Cache LLC

LOCATION: South Camp Road & ½ Mile

West

Monument Road

STAFF: Lori Bowers

7. PP-2006-217 PRELIMINARY PLAN – Red Rocks Valley Subdivision

Request approval of the Preliminary Development Plan to develop 155 lots on 139 acres in a PD (Planned Development) zone district.

PETITIONER: Redlands Valley Cache LLC

LOCATION: South Camp Road & ½ Mile

West

Monument Road

STAFF: Lori Bowers

APPLICANT’S PRESENTATION

Sid Squirrell appeared on behalf of applicant. Mr. Squirrell stated that a neighborhood meeting was conducted with regard to the Fletcher Annexation and Red Rocks Valley Subdivision. He stated that this project is located north of South Camp Road, west of Monument Road and south of Redlands Mesa Golf Course and Subdivision. He stated that it was zoned under the County plan at 3 units per acre. The Growth Plan Amendment is zoned ½ acre to 2 acre sites. Applicant is proposing a total of 155 lots on the 139 acre site. He also pointed out that there are two drainages on the property which will not be built upon; however, a jogging trail and a bike trail will be built through the drainages. Mr. Squirrell stated that ½ acre lots will be on the outside of the property and patio homes would be clustered in the center of the property. Additionally, he pointed out that there would be 46 acres (33%) of open space in this project. He also stated that all utilities are existing and in place and were designed to accommodate 3 units per acre. He addressed the expansive soils and rockslide issues by stating that each site will have a designed drainage system that will incorporate and coordinate other lots. Additionally, drainage structures and berms will be built during construction to serve multiple lots so that water is collected above the lots and brought down between lots which will be maintained by the homeowners' association. Mr. Squirrell next stated that there will be 5 phases of the project. He also addressed architectural controls and street lighting that will be put in place.

QUESTIONS

- Commissioner Putnam asked if applicant is proposing to complete all infrastructure before houses are constructed. Mr. Squirrell stated that they do not anticipate that lots will be sold and built upon immediately.
- Commissioner Cole asked if there is only one access off of South Camp Road and if a traffic study has been performed. Mr. Squirrell stated that there will be only one entrance up until the 100th lot is sold. At that time, there will be a second entrance. Applicant has performed a traffic study.
- Commissioner Wall asked how many of the 46 acres that will be dedicated as open space are buildable lots. Sid Squirrell stated that he was not sure but believed it would be a small percentage.
- Commissioner Lowrey suggested that there should be a sidewalk on the proposed street that will provide the second access for safety concerns.
- Chairman Dibble asked about the traffic study that has been performed. Mr. Squirrell stated that the traffic engineer is not present.
- Commissioner Carlow asked if applicant believes the proposed reduced lighting will be adequate. Mr. Squirrell stated that applicant believes it will be adequate for this project.
- Chairman Dibble asked what the minimum lot size is. Mr. Squirrell stated that the single-family lots are half acre lots.

STAFF'S PRESENTATION

Lori Bowers of the Public Works and Planning Department spoke first about the annexation criteria. She stated that the requested zone of annexation to the PD district

is consistent with the Growth Plan density of Residential Low. The existing County zoning on this property was PD-3 although there was no approved plan. She further stated that the proposed zone is compatible with the surrounding neighborhood if developed at a density not exceeding 1.12 dwelling units per acre. Applicant has requested the underlying default zoning of R-2. Ms. Bowers finds that adequate public facilities are available or will be supplied at a time of further development of the property. Ms. Bowers stated that due to the size of the property, applicant was required to perform a site analysis of the property. She also stated that the final plat will require building envelopes for geotechnical reasons, part of the mitigation of the rockfall and drainage areas will be the construction of small drainage berms combined with boulder barriers. As part of the ordinance, applicant is required to have an inspector be on site during the construction of the berms and drainage pathways. She stated that staff is requesting that there be sidewalks around the entire perimeter of this area. Alternate street standards are being proposed by applicant. Staff is suggesting that all lots should have direct access either to a sidewalk or to a pedestrian path.

QUESTIONS

- Commissioner Cole asked if there was any need for an accel/decal lane at the entrance of the property. Ms. Bowers stated that according to the information she has received an accel/decal lane is not warranted.
- Commissioner Putnam asked if the proposed development is adjacent to the Colorado National Monument. Lori Bowers stated that it is not adjacent to the Colorado National Monument.
- Chairman Dibble asked what the long term benefits of this development might be. Ms. Bowers enumerated those benefits to be protection of a lot of open space area, innovative design, protection of the flash flood areas, among others.
- Chairman Dibble asked what the minimum lot size for the backup zoning would be. Lori said that that smallest lot on this plan is .49 acres with the largest being .89 acres.

STAFF'S PRESENTATION

Rick Dorris, City Development Engineer, confirmed that a traffic study has been done and turn lanes were not warranted on South Camp Road. A TEDS exception for reduced street lighting was submitted and it was determined the number of required street lights to be 11.

QUESTIONS

- Commissioner Pitts asked if from an engineering standpoint that water will not come down the two water tributaries. Mr. Dorris stated that applicant has analyzed the 100 year flood plain. He also stated that it is applicant's engineer's responsibility to calculate what the 100 year flow rate is to determine how wide that will be.
- Chairman Dibble stated that he has a concern with only one entrance until the 100th lot is sold. Mr. Dorris confirmed that you can develop 99 lots with a single

access provided there is stubbing for another access in the future. He also stated that applicant has provided a contingency plan to be able to develop the subdivision past the 99 lot threshold.

PUBLIC COMMENT

Karen Urban, 313 Rimrock Court, stated that the numbers the developers are providing are deceiving because of the 46 acres of open space. She believes that a park is needed more than bike paths. She further stated that she believes the density is inappropriate. "It will take away all of the rural feel of that whole end of South Camp Road."

Gary Liljenberg of 2297 Shiprock Road stated that school buses will have a great deal of difficulty turning into the subdivision without turn lanes. He stated his biggest concern is with the widening of Monument Road at the same time of this development and wants to assure that both roads are not closed at the same time.

Nancy Angle (325 Dakota Circle) stated that she has many concerns, some of which are wildlife issues, the drainage off Red Canyon, lights, traffic, density and irrigation.

Gary Pfeufer, 351 Dakota Circle, stated that he does not believe the traffic study. He believes South Camp Road will need to be widened with a third lane in the middle for turning all the way to Monument Road. Additionally, he does not believe the soil engineer's study of the water.

Gregory Urban, 313 Rimrock Court, stated that looking at the most critical portion of where this development is, it's a high density plan. "What this development does is place exceedingly high density housing right in the middle of that migratory pattern which is the only migratory path that these animals have from Monument to Broadway because there's sheer rock walls all of the rest of the distance and that is where all the animals travel." He suggests a review by the Division of Wildlife and National Park Service to see what kind of impact this development will have on the migratory patterns on the animals that come down the wash before any type of high density is approved.

John Frost (2215 Rimrock Road) stated that two items of concern are innovative slope failure control and the open space.

APPLICANT'S REBUTTAL

Sid Squirrel confirmed that they have addressed the wildlife issue with the Division of Wildlife. Further, the culverts will be engineered to allow the water to come through. They are proposing native plantings and zero-spacing using limited irrigation water.

QUESTIONS

- Chairman Dibble asked about the use of sidewalk and gutter around certain portions of the development. Mr. Squirrell stated that, “We’re trying to create an urban feel, trying to blend in with our surroundings and instead of having sidewalks, we’ll have landscaping up to the roads or gravel. It’s just a softer feel than a traditional two sidewalk neighborhood.”
- Commissioner Carlow asked whether or not South Camp Road would need to be expanded. Rick Dorris addressed the traffic study, which has been reviewed by the City, and stated that turn lanes are not warranted. He believes that ultimately South Camp Road would be expanded to three lanes all the way down to Monument Road. “It’s not warranted now and it’s not warranted twenty years ago based on the numbers used in the study.”
- Commissioner Pitts had a question regarding the need for only one entrance. Rick Dorris stated that it is fire code driven. It is necessary to have a second physical access when the 100th dwelling unit is built.

DISCUSSION

Commissioner Wall stated that he does not think that this planned development is compatible with other neighborhoods. “I think it’s an abuse of the planned development code by saying that we’re giving 47 acres to open space which basically 46 of it isn’t usable.”

Commissioner Pitts stated that he concurs with Commissioner Wall. “It doesn’t conform with the neighborhood so I cannot support the proposal.”

Commissioner Carlow stated that he is reluctant to vote without the Corps of Engineer’s decision on this project.

Commissioner Lowrey stated that he can support the project. He believes that the density does conform with the Redlands. He finds the diversity is something that is needed and creates a healthier neighborhood. He also is in favor of applicant not building on geological features.

Commissioner Putnam stated that the patio home feature makes it attractive and supports the project.

Commissioner Cole stated that opponents and proponents of any project need to be considered as well as whether or not it is going to be an asset for the entire community. He believes a tremendous amount of planning has gone into this proposal.

Chairman Dibble stated that with regard to the zone of annexation, a default of R-2 would be appropriate. He believes the planned development overlay fits better because most of the surrounding development is an overlay district of planned

development to utilize the intricate conditions of the area. He also concurs that more sidewalks and pedestrian crosswalks are necessary.

MOTION: (Commissioner Cole) “Mr. Chairman, on the Fletcher Zone of Annexation, ANX-2006-108, I move that the Planning Commission forward to the City Council a recommendation of approval of the Planned Development (PD) zone district for the Fletcher Annexation with the facts and conclusions listed in the staff report.”

Commissioner Lowrey seconded the motion. A vote was called and the motion passed by a vote of 5-2.

MOTION: (Commissioner Cole) “Mr. Chairman, on item number PP-2006-217, I move that we forward to the City Council a recommendation of approval of the Preliminary Development Plan for Redrocks Valley Subdivision conditioned upon the applicant providing direct access to either a sidewalk or path for those lots that do not currently have direct access and a sidewalk on one side of Boulder Road its entire length.”

Commissioner Lowrey seconded the motion. A vote was called and the motion passed by a vote of 4-3, with Commissioners Pitts, Wall, and Carlow opposed.

A brief recess was taken.

8. PP-2007-064 PRELIMINARY SUBDIVISION PLAN – Corner Square Planned Development

Request approval of a Preliminary Planned Development on 20.7 acres in a PD zone district.

PETITIONER: Patrick Gormley

LOCATION: SW Corner of N 1st Street and
Patterson

Road

STAFF: Ken Kovalchik

APPLICANT’S PRESENTATION

Joe Carter of Ciavonne, Roberts & Associates, 844 Grand Avenue, appeared on behalf of applicant Constructors West, the developer of the project. Mr. Carter explained that the property closed during the preliminary plan review process and is now owned by F&P Land, LLC. Mr. Carter stated that only Phase I of the project will be discussed this evening. Phase I consists of the first four pods along Patterson Road, approximately the first 300 feet. The project is zoned Planned Development. As part of this proposal, applicant is requesting that the overall height of specific architectural elements can exceed the 40-foot buildable height as allowed under the ordinance. Mr. Carter stated that the required neighborhood meeting was held in February 2006 and two subsequent

meetings have also been held at the developer's request. Mr. Carter stated that the proposed access points are a full-movement intersection at North 1st Street and Park Avenue and a three-quarter access at Meander Drive to serve Phase I as well as compliance with Phase II. A full right-of-way will be dedicated to the City of Grand Junction for 25-3/4 Road. Mr. Carter also discussed parking, signage, landscaping, community features and architecture.

Ken Harshman with Grey Wolf Architecture addressed the Commission regarding the Corner Square Planned Development. Mr. Harshman explained that the project consists of a four building campus which is of a mixed-use development with an identity of similar character but not identical. He stated that the buildings have been designed with 360° architecture because of the prominence along both 1st and Patterson. Mr. Harshman further clarified that Buildings 1 and 3 have parking below grade. He also stated that Park Drive will be extended to the western property line.

QUESTIONS

- Commissioner Cole asked if the right-of-way on 25-3/4 Road would be maintained as it is not going to be developed at this time. Joe Carter stated that they would leave it in a weed-free condition and it would be the responsibility of the business owner's association to maintain it in an acceptable manner.

STAFF'S PRESENTATION

Ken Kovalchik with the Public Works and Planning Department stated that he has been the planner working with the developer on this particular project. He advised that City Council approved an ordinance which rezoned 20.7 acres at the southwest corner of 1st Street and Patterson Road to Planned Development and approved the Outline Development Plan for a mixed use development. Mr. Kovalchik pointed out that existing commercial uses and single-family and multi-family development surrounds the site. There are currently two designated land uses on the site – commercial on the north side and Residential Medium-High on the south side. The current zoning is PD and is surrounded by B-1 as well as some higher density such as R-4, R-5 and R-12. Ken pointed out some of the concerns raised – signalized intersection at Meander Drive and 25-3/4 Road, open space, roundabouts, building heights, traffic volume and traffic safety. Other issues raised were the number of turn lanes onto 1st Street, northbound stacking on 1st Street, 25-3/4 Road intersection improvements and access, building height and PD phasing schedule. Mr. Kovalchik briefly discussed the development standards that were approved with the ODP compared to what is being presented this evening. The maximum height is 40 feet for each pod but as approved, applicant can request a 25% increase in the building height. He stated that applicant is proposing that some of the tower elements go up to a maximum height of 46'5". The traffic study indicates that one access from Meander Drive onto Patterson Road and one access onto North 1st Street is required at this point. As future phases are developed, the 25-3/4 Road access will be needed. Mr. Kovalchik next discussed the changes that were made between a prior proposal and the present proposal. Staff finds that this

development comes into compliance with the requirements of the TEDS manual, with the approved ordinance, 3981, with the Growth Plan; and with the relevant sections of the Zoning and Development Code. Accordingly, staff is recommending approval of Phase I of the Corner Square Planned Development with the findings and facts presented.

Jody Kliska, City Transportation Engineer, stated that the traffic study submitted by the applicant has been reviewed.

APPLICANT'S PRESENTATION

Elizabeth Good-Remont of Kimley-Horn & Associates addressed the Commission and stated that she did the traffic analysis for the Phase I development. She stated that 4,000 new trips to the street network are anticipated with 450 new trips during the p.m. peak hour and 200 new trips during the a.m. peak hour. Ms. Good-Remont stated that the development is estimated to generate approximately 6% additional trips south of Park Drive along 1st Street and approximately 15% to the Meander Drive/Patterson Road intersection. She further pointed out that 20% of the exiting traffic will be making a northbound to westbound turn from 1st Street onto Patterson.

QUESTIONS

- Commissioner Lowrey asked if this project will cause any intersection to fail. Jody Kliska stated that it will not.
- Chairman Dibble asked if there would be an increase in slippage from a traffic movement perspective. Jody Kliska stated that the original traffic study that was done contemplated full development of this plus the adjacent property.

PUBLIC COMMENT

James Schenk, 2650 North 1st Street, #1, stated that, "This proposal will make our retirement home into a nightmare." He believes the amount of traffic that will be generated by this project will severely limit access to his property.

Joseph Coleman, 2454 Patterson, appeared on behalf of the Baughman Family on certain issues. Mr. Coleman stated that the difficulty with this project is going to be traffic. He raised the following issues - the boundary issue, traffic, who will bear the cost of the two-lane left turn, and water.

Harlan Mable (2201 Idella Court) stated that he has concerns with Knollwood Drive, proposed underground drainage, an irrigation ditch which could attach to 25-3/4 Road and traffic.

Ben Brower of 2219 Knollwood Lane, has a question regarding a proposed deceleration lane onto Meander Drive.

Jeff Vogel, 725 Hemlock Drive, stated that he was originally in favor of this project and now he has many reservations. One of his concerns deals with the flow of traffic which appears to accommodate the developer only. "I do believe a development on this corner can be done properly. The number of trips and the accommodation of the traffic is my major concern." He also stated that the medium proposed virtually eliminates a left turn from the north side of Meander Drive. He wanted to know if the traffic study on build out was based on the 25-3/4 Road access for the original ODP.

Susan Potts (2206 Ella Court) stated that the traffic study performed by applicant only includes Patterson to Park Drive. She stated that the development will have a great impact on Park Drive. "None of us can be responsible for the lack or poor planning done in the past. What I want to say is that we are responsible for the choices we make today and continued poor planning is just irresponsible. And I think the poor planning on this corner is irresponsible."

Jodie Behrmann, 107 Park Drive, stated that she has some real concerns about the traffic issues. She believes the development is way too intense for the neighborhood and the existing infrastructure cannot support it. Neither applicant nor City staff has addressed the impact on the surrounding neighborhood.

Gary Roahrig, 140 Willow Brook Road, listed what he believes to be the main points at issue: private property rights, water drainage, current development codes and safety, vehicle and pedestrian in particular, students walking to West Middle School. According to the applicant's traffic study, there will be 8,914 driveway departures per day. His concern is that there will be an increase in the accident rate. "We can't forego safety for the sake of development."

Jim Baughman of 2579 F Road stated, "It is evident that the issues that the Baughman Family has raised about the concerns of continued use of our private driveway, the safety concerns and violation of City Traffic Engineering Design Standards, of the spacing of 25-3/4 Road and our existing 80-plus year old private driveway, as well as the need for a deceleration lane that inherently must come from the Baughman property will be delayed for a future public hearing." Mr. Baughman further stated that the developer has not communicated with either his family nor the neighborhood other than several public meetings but no substantial changes were made to address the neighborhood concerns. He believes that the density, intensity, buffering and additional traffic volumes are not compatible with the existing 1st Street and Patterson Road neighborhood. He believes that the applicant has every right to develop his property; however, he would not like his property impacted in the process.

Josh Comfort, who is an architect and planner from Denver, commented that from his observation, this area is an area in transit. "I'm impressed in a positive way that the visuals that I see on this project – the architectural aspects to it, the site plan that was done on it and so forth – seem to be pretty sensitively done in my judgment relative to

the existing development and, of course, at the same time looking ahead towards the future development as this area does continue to change over time.”

Craig Bowman, 120 Bookcliff, stated that he is really concerned about the safety of the children going to West Middle School. He believes there are too many variables.

Nyla Kladder (2601 Cider Mill Road) stated that traffic is the primary concern.

Jim Nall, 340 Lorey Drive, stated that he is a traffic engineer. He stated that he would like to see what the future projections are with regard to traffic.

Ken Frankhouser, 2239 Knollwood Lane, stated that his concern is that eventually Knollwood Lane, among others, will be developed and used for access.

Ron Taylor stated that he has concerns with traffic.

John Gormley stated that he and his family are in favor of this project. “The City has adopted a Growth Plan and a Zoning and Development Code in order to encourage development in an orderly fashion and in a fashion that encourages development of both residential and commercial projects within the central portion of the City to avoid unnecessary extension of roads and infrastructure to outline agricultural lands and minimize the distance that people have to travel to and from home, to work, to places they shop, to hospitals and the other necessities that they need on a daily basis.” He further stated that this plan complies with the Growth Plan and with the Zoning and Development Code as well as the City’s infill policy. He also stated that the traffic issues must be resolved globally.

Tom Benton, 2151 M Road, stated that this project is aesthetically pleasing and will be a good landmark for the community. He did, however, voice his concern regarding safety on the 25-3/4 intersection. He believes that intersection needs to be signalized and it must be a paved ingress and egress.

Randy Christensen, 608 Meander Drive, would like clarification of hours of operation of proposed businesses. He also had a question with regard to lighting.

Kelli Vanderhooper, 2104 Linda Lane, stated, “We have desperately been looking for a Class A commercial space for about the last two years. We are looking to become a tenant with this new development and are very excited with the growth for our business as well as bringing in new employment and more business.”

Doug Simons, 653 Round Hill Drive, concurs with John Gormley and stated that this is a model project for the City. “There are so many benefits to this project and I think if we can encourage people to work together and focus on the positives here and this marvelous project really needs to go forward and I encourage your support.”

Sharon Dixon (2044 M Road) stated that her business is looking to be a tenant in this facility which will allow for future growth and employment opportunities. She believes the traffic is beneficial from a business standpoint.

JoAnn Seele (731 Galaxy Court) stated that change is growth and traffic will always be a problem with growth. She believes this development will aid the community because it addresses the needs for housing and is a blend of businesses that are essential for the needs of the community. "In conclusion, not only does this project fulfill the needs of our community, it will enhance the property values and the aesthetic quality of the neighborhood in general. I am very convinced this will be only a positive outcome and I'm excited to be involved in this project as I plan to move my business here."

Buzz Moore, 687 Step Aside Drive, pointed out that there are concerns and issues with any development. He stated that he believes this development has very good qualities to go forward. He encouraged the Commission to vote favorably for this development.

Mark Ryan, 2582 Patterson Road, stated with regard to traffic, "It's going to be up to the City traffic engineers to really come up with some new ideas on how to handle this."

Steve Olsen (2203 Knollwood Lane) stated that he too is concerned about the increased traffic that will be generated from this development.

Joanna Little, 896 Overview Road, encouraged the Commission to continue to work with the developer to make this project work. "It's a great infill project. It's much needed, very well designed and will really enhance this community."

Kent Baughman, 2662 Cambridge Road, stated, "Infill projects are difficult at best and this has one of the highest traffic counts in the City and most likely will continue to get worse before it gets better...." He believes the City has failed to develop the additional infrastructure needed for an east-west corridor. He further stated that the new bypass will have little, if any, impact on mitigating the traffic concerns at 1st, 7th and 12th.

Brad Higginbotham, 664 Jubilee Court, stated that the ultimate outcome will benefit the entire community and increase property values.

A brief recess was taken.

APPLICANT'S REBUTTAL

Joe Carter addressed public concern and comment as follows:

- A traffic light is not proposed at Park and North 1st Street.
- The distance between Park and Patterson is at least 400 feet.
- The developer is dedicating a right-of-way along Patterson for deceleration lanes and North 1st Street for deceleration into the project at Park.

- The distance between Meander and 1st Street is 600 feet or greater. The distance between Meander and the western boundary is approximately 620 feet. The 25-3/4 Road is approximately a quarter mile spacing along Patterson.
- It is his understanding that the boundary issue has been resolved with an agreement with the Baughmans.
- Water quality will be dealt with in the next stage of development.
- 25-3/4 Road will serve the entire development as well as the Baughman property of 17 acres.
- An estimate for full build-out, maximum potential build-out of this property and maximum potential build-out per the zoning of the Baughman property totals 8,914.
- The default standard of the ODP is B-1 and hours of operation are 5:00 a.m. to 11:00 p.m.
- Applicant is not looking to exceed City of Grand Junction lighting standards.

Mr. Carter stated that applicant believes the preliminary plan for Phase I and the infrastructure of the development is compatible with the development standards of the ODP, the approved zoning ordinance in the Zoning and Development Code. He also stated that the height deviation will add character, breaks the horizontal plan of the building and believes it is a reasonable request. "We believe that architecturally it's above and beyond. We know that landscaping will be above and beyond. We've got large setbacks on Patterson Road. We really feel we've gone to the greatest extent possible to make this a quality development."

QUESTIONS

- Commissioner Carlow asked if Park Drive will have a grade to it down to 1st Street. Mr. Carter stated that Park Drive abuts 1st Street at grade and then will descend into the site.

APPLICANT'S REBUTTAL

Rich Livingston, 2801 North Avenue, stated that he is the attorney for the project. "This is a good project. It complies. And if you look at chapter 2 and the standards by which this Commission as tonight's decision-maker is obligated to review this project, there is nothing under those review criteria that we haven't satisfied."

QUESTIONS

- Chairman Dibble asked if it is applicant's intention for a taking of the property to the west to provide an access/egress. Mr. Livingston stated that it has never been a part of this application to condemn any private property right. "In fairness to the Baughman Family, they believe that should there be an ultimate development of a second point of access onto Patterson without their property developed, even if their driveway is not condemned, the practical effect would be that their driveway is not usable and that is, as I understand it, has been their concern. In reaction to that concern, we agreed, once we knew that we had sufficient data to assure the public

that Meander on Patterson and Park on 1st Street was adequate to support the highest level of traffic counts from Phase I and Phase II, that we would defer 25-3/4 Road to some point in the future. And by granting now this 52-foot full width right-of-way for 25-3/4, we're guaranteeing that same public that if and when traffic demands and traffic safety requires another Patterson Road point of intersection, the City has the ability to get that because they own that right-of-way."

QUESTIONS

- Commissioner Lowrey asked if Phase I will cause any failures of traffic or breaking of any City rules, ordinances regarding the volume of traffic. Eric Hahn, City Development Engineer, said that, "This phase is adequately served by the accesses that you see."

STAFF'S REBUTTAL

Eric Hahn pointed out that City staff is very clearly aware of the limited capacity of the existing streets further to the south. The primary purpose of the stub is to provide access to that parcel for its potential development.

QUESTIONS

- Commissioner Cole asked if they would be dedicated streets to the City. Mr. Hahn stated that they are all public streets built per City standard or better.

DISCUSSION

Commissioner Putnam stated that there has been much discussion about traffic; however, he also pointed out that this Commission recommended to the City Council a change in the Growth Plan and recommended zoning that is compatible with that amendment. It was further pointed out that an Outline Development Plan was approved. He wonders how the public can now so adamantly oppose the project based almost entirely on traffic. "These approvals necessarily imply that traffic situation will be dealt with. I think this is a good, a really fine plan and should be approved."

Commissioner Pitts stated that he believes the issue with the Baughman Family has been adequately resolved. "We're going to continue to grow and with that in mind, and the traffic issue being I'm convinced it will be resolved, I will support the proposal."

Commissioner Wall stated, "I think this plan is fantastic. I think the design of it is fantastic and I think it's exactly what we're looking for and what we need in the City of Grand Junction so I would definitely support this plan."

Commissioner Cole stated that he too believes it is a good plan and would support it.

Commissioner Carlow stated that integrity has been shown by everyone involved.

Commissioner Lowrey stated that he supports the project. “It fits within the rules and the ordinances and the laws that govern Grand Junction that have been passed by numerous City Council over the years.”

Chairman Dibble stated, “Growth is what it’s about and growth triggers the other things like traffic and a lot of the other things that we have as a society and we have the responsibility to enforce the City zoning and maintenance codes and to protect the ownership’s bundle of rights – his right to develop – but it has to be within the confines of the direction that the City has given through its elected and appointed officials.

MOTION: (Commissioner Wall) “Mr. Chairman, I move that we approve the Preliminary Subdivision Plan for Corner Square Planned Development Phase I, PP-2007-064, with the findings and conclusions listed in the staff report.”

Commissioner Pitts seconded the motion. A vote was called and the motion passed unanimously by a vote of 7-0.

With no objection, the public hearing was adjourned at 1:55 a.m.

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

A RESOLUTION AMENDING THE GROWTH PLAN OF THE CITY OF GRAND JUNCTION TO DESIGNATE, BRADY SOUTH ANNEXATION, APPROXIMATELY 5 ACRES LOCATED AT 348 27-1/2 ROAD AND 2757 C-1/2 ROAD FROM RESIDENTIAL ESTATE TO COMMERCIAL INDUSTRIAL

Recitals

A request for a Growth Plan Amendment has been submitted in accordance with the Zoning and Development Code. The applicant has requested that approximately 5 acres, located at 348 27-1/2 Road and 2757 C-1/2 Road be redesignated from Residential Estate to Commercial Industrial on the Future Land Use Map.

In a public hearing, the City Council reviewed the request for the proposed Growth Plan Amendment and determined that it satisfied the criteria as set forth and established in Section 2.5.C of the Zoning and Development Code and the proposed amendment is consistent with the purpose and intent of the Growth Plan.

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

That the area described below is redesignated from residential estate to commercial industrial on the Future Land Use Map.

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section 24, Township 1 South, Range 1 West, of the Ute Meridian, County of Mesa, State of Colorado, more particularly described as follows:

Commencing at the Northwest corner of the NW1/4SE1/4 of said Section 24, and considering the North line of said NW1/4SE1/4 bears S89°46'25"E with all bearings herein relative thereto; thence S89°46'25"E, along the North line of said NW1/4SE1/4, a distance of 12.5 feet to the Point of Beginning; thence S89°46'25"E, continuing along the North line of the said NW1/4SE1/4, a distance of 355.15 feet to the Northeast corner of that parcel of land as described in Book 4172, Page 725, in the office of the Mesa County Clerk; thence S00°08'41"W, along the East line of said parcel, a distance of 30.00 feet; thence S89°46'25"E, along a line 30.00 feet South of and parallel with the North line of the said NW1/4SE1/4, a distance of 335.33 feet to the Northeast corner of that parcel of land as described in Book 4172, Page 722, in the office of the said Mesa County Clerk; thence S33°59'39"W, along the East line of said parcel, a distance of 457.37 feet; thence N55°57'21"W, a distance of 97.06 feet to the East line of said parcel described in Book 4172, Page 725; thence S00°08'40"W, along the East line of said parcel, a distance of 47.47 feet to the North bank of the Colorado River; thence

meandering Westerly, along the said North bank , to a point 12.5 feet east of, and at a right angle to, the West line of the said NW1/4SE1/4; thence N00°08'34"E, along a line 12.5 feet east of and parallel with, the West line of the said NW1/4SE1/4, a distance of 404.94 feet, more or less, to the point of beginning.

PASSED on this _____ day of _____, 2007.

ATTEST:

City Clerk

President of Council

Attach 27
Public Hearing – Sutton Annexation and Zoning
CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Sutton Annexation and Zoning - Located at 413 South Camp Road					
Meeting Date	July 18, 2007					
Date Prepared	July 5, 2007				File #ANX-2007-057	
Author	Faye Hall		Associate Planner			
Presenter Name	Faye Hall		Associate Planner			
Report results back to Council		Yes	X	No	When	
Citizen Presentation		Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent X Individual Consideration

Summary: Request to annex and zone 53.69 acres, located at 413 South Camp Road, to R-2 (Residential, 2 units per acre). The Sutton Annexation consists of two parcels and is located on the west side of South Camp Road, north of the Canyon View Subdivision in the Redlands.

Budget: N/A

Action Requested/Recommendation: Adopt Resolution accepting the petition for the Sutton 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. Site Location Map / Aerial Photo Map
3. Future Land Use Map / Existing City and County Zoning Map
4. Acceptance Resolution
5. Annexation Ordinance
6. Zoning Ordinance

STAFF REPORT/BACKGROUND INFORMATION			
Location:		413 South Camp Road	
Applicants:		Owners: Sutton Family Trust – Bob Sutton and Redlands Water and Power Representative: River City Consultants, Inc. – Tracy Moore	
Existing Land Use:		Residential and Agricultural	
Proposed Land Use:		Residential	
Surrounding Land Use:	North	Residential – Monument Meadows Subdivision	
	South	Residential – Canyon View Subdivision	
	East	Residential – Trails West Village Subdivision	
	West	Residential and Public lands	
Existing Zoning:		County RSF-2 (Residential Single Family, 2 units per acre)	
Proposed Zoning:		City R-2 (Residential, 2 units per acre)	
Surrounding Zoning:	North	County RSF-2, Monument Meadows Subdivision	
	South	City PD (Planned Development – 2 units per acre) Canyon View Subdivision	
	East	City R-4 (Residential, 4 units per acre) Trails West Village Subdivision	
	West	County RSF-2	
Growth Plan Designation:		Residential Low ½ - 2 acres per dwelling unit	
Zoning within density range?		X	Yes
			No

Staff Analysis:

ANNEXATION:

This annexation area consists of 53.69 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 professional opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Sutton 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>	
June 6, 2007	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
June 12, 2007	Planning Commission considers Zone of Annexation
June 20, 2007	Introduction of a proposed Ordinance on Zoning by City Council
July 18, 2007	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
August 19, 2007	Effective date of Annexation and Zoning

<u>SUTTON ANNEXATION SUMMARY</u>		
File Number:		ANX-2007-057
Location:		413 South Camp Road
Tax ID Number:		2947-264-00-030 and 2947-263-00-946
Parcels:		2
Estimated Population:		2
# of Parcels (owner occupied):		1
# of Dwelling Units:		1
Acres land annexed:		53.69 acres
Developable Acres Remaining:		53.69 acres
Right-of-way in Annexation:		None
Previous County Zoning:		RSF-2 (Residential Single Family, 2 units per acre)
Proposed City Zoning:		R-2 (Residential, 2 units per acre)
Current Land Use:		Residential and Agricultural
Future Land Use:		Residential
Values:	Assessed:	\$15,900
	Actual:	\$150,510
Address Ranges:		399 thru 423 South Camp Road (odd only)
Special Districts:	Water:	Ute Water
	Sewer:	Persigo
	Fire:	Grand Junction Rural Fire
	Irrigation/Drainage:	Redlands Water and Power
	School:	District 51

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the R-2 district is consistent with the Growth Plan designation of Residential Low ½ - 2 acres per dwelling unit. The existing County zoning is RSF-2 which also implements the Residential Low designation. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6.A.3 and 4 as follows:

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

Response: The proposed zone is compatible with the neighborhood as the Canyon View Subdivision to the south is a Planned Development with a density of 2 units per acre. The Monument Meadows Subdivision to the north, which is still in the county, is zoned RSF-2. The Trails West Village Subdivision to the east is zoned R-4. The proposed zone also conforms to the Growth Plan designation of Residential Low ½ - 2 acres per dwelling unit.

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

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

Alternatives: In addition to the zoning that the petitioner has requested, the following zone districts would also be consistent with the Growth Plan designation for the subject property.

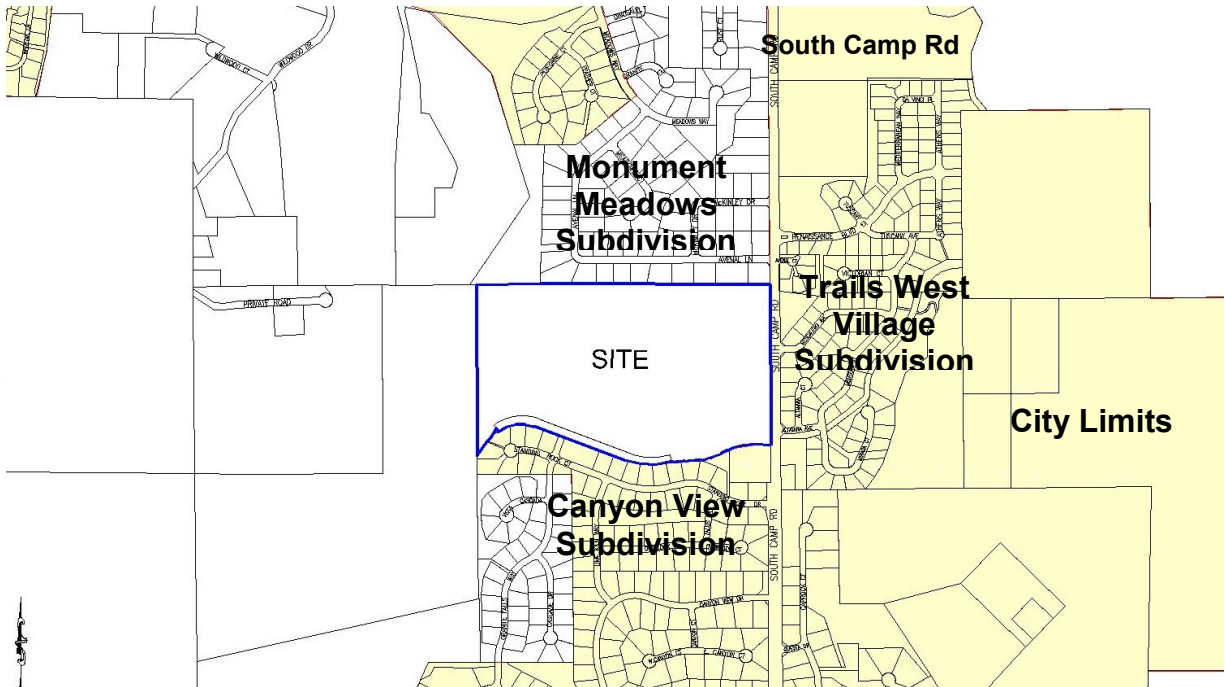
- f. R-1 (Residential, 1 unit per acre)
- g. R-E (Residential, 1 unit per 2 acres)

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the R-2 district to be consistent with the Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

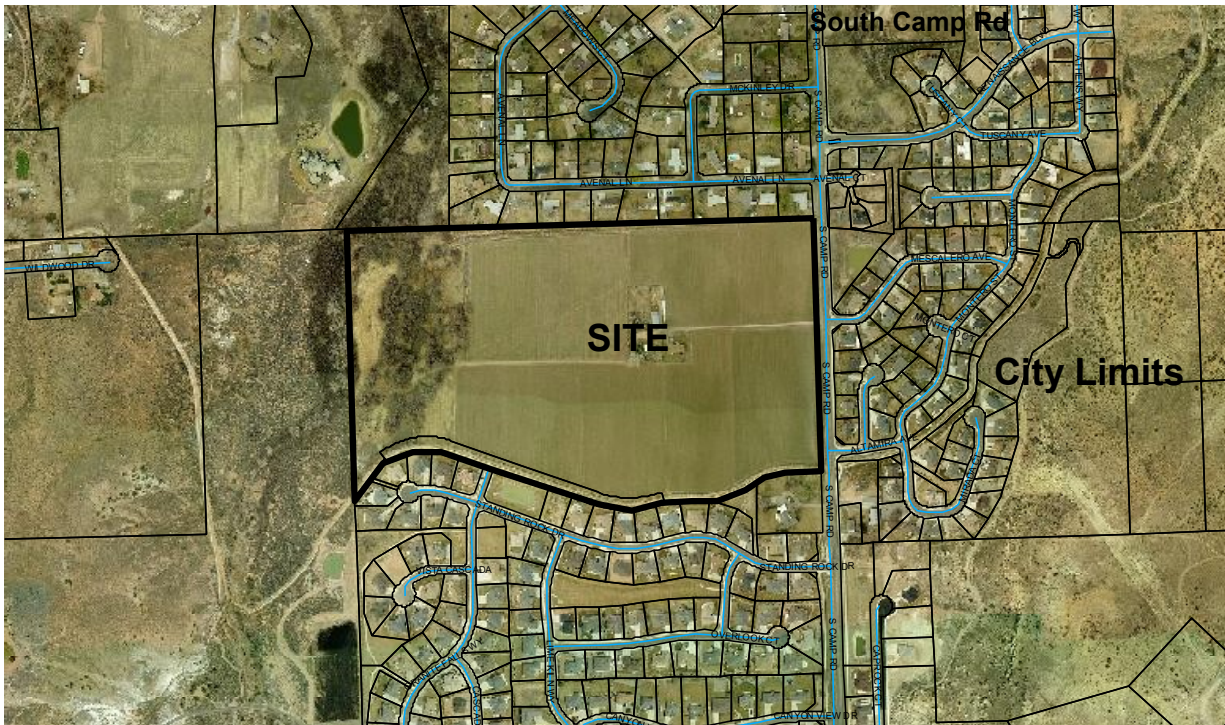
Site Location Map

Figure 1



Aerial Photo Map

Figure 2



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

**A RESOLUTION ACCEPTING A
PETITION FOR ANNEXATION, MAKING CERTAIN
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE**

SUTTON ANNEXATION

**LOCATED AT 413 SOUTH CAMP ROAD AND INCLUDING THE REDLANDS WATER
AND POWER COMPANY CANAL PROPERTY**

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the day of June 6th, 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:

SUTTON ANNEXATION

A certain parcel of land lying in the South Half (S 1/2) of Section 26, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL that part of the East-half of the Southeast Quarter of the Southwest Quarter (E 1/2 SE 1/4 SW 1/4) and the West-half (W 1/2) of Lot 4 of said Section 26 lying North of the North line of the plat of Canyon View Phase VIII, as same is recorded in Plat Book 17, Pages 195 through 197, inclusive and the North line of the plat of Canyon View Phase VII, as same is recorded in Plat Book 17, Pages 97 through 99, inclusive and ALL that part of the East-half of Lot 4 of said Section 26 lying West of the West right of way for South Camp Road and North of line 20 feet South of the centerline of the Redlands Water and Power Company Second Lift Ditch and the North line of said Canyon View Phase VII.

Said parcel contains 53.69 acres (2,338,735 square feet), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 18th day of July, 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**

SUTTON ANNEXATION

APPROXIMATELY 53.69 ACRES

**LOCATED AT 413 SOUTH CAMP ROAD AND INCLUDING THE REDLANDS WATER
AND POWER COMPANY CANAL PROPERTY**

WHEREAS, on the 6th day of June, 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 18th day of July, 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:

Sutton Annexation

A certain parcel of land lying in the South Half (S 1/2) of Section 26, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL that part of the East-half of the Southeast Quarter of the Southwest Quarter (E 1/2 SE 1/4 SW 1/4) and the West-half (W 1/2) of Lot 4 of said Section 26 lying North of the North line of the plat of Canyon View Phase VIII, as same is recorded in Plat Book 17, Pages 195 through 197, inclusive and the North line of the plat of Canyon View Phase VII, as same is recorded in Plat Book 17, Pages 97 through 99, inclusive and ALL that part of the East-half of Lot 4 of said Section 26 lying West of the West right of way for South Camp Road and North of line 20 feet South of the centerline of the Redlands

Water and Power Company Second Lift Ditch and the North line of said Canyon View Phase VII.

Said parcel contains 53.69 acres (2,338,735 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 6th day of June, 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 SUTTON ANNEXATION TO
R-2 (RESIDENTIAL, 2 UNITS PER ACRE)**

**LOCATED AT 413 SOUTH CAMP ROAD AND INCLUDING THE REDLANDS WATER
AND POWER COMPANY CANAL PROPERTY**

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 Sutton Annexation to the R-2 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 R-2 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 R-2 (Residential, 2 units per acre).

SUTTON ANNEXATION

A certain parcel of land lying in the South Half (S 1/2) of Section 26, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL that part of the East-half of the Southeast Quarter of the Southwest Quarter (E 1/2 SE 1/4 SW 1/4) and the West-half (W 1/2) of Lot 4 of said Section 26 lying North of the North line of the plat of Canyon View Phase VIII, as same is recorded in Plat Book 17, Pages 195 through 197, inclusive and the North line of the plat of Canyon View Phase VII, as same is recorded in Plat Book 17, Pages 97 through 99, inclusive and ALL that part of the East-half of Lot 4 of said Section 26 lying West of the West right of way for South Camp Road and North of line 20 feet South of the centerline of the Redlands Water and Power Company Second Lift Ditch and the North line of said Canyon View Phase VII.

Said parcel contains 53.69 acres (2,338,735 square feet), more or less, as described.

Introduced on first reading this 20th day of June, 2007 and ordered published.

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

ATTEST:

President of the Council

City Clerk

Attach 28

**Public Hearing – Growth Plan Amendment Located at 2076 Ferree Drive
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA							
Subject		Growth Plan Amendment located at 2076 Ferree Drive					
Meeting Date		July 18, 2007					
Date Prepared		July 9, 2007			File # GPA-2007-061		
Author		Scott D. Peterson		Senior Planner			
Presenter Name		Scott D. Peterson		Senior Planner			
Report results back to Council			Yes	X	No	When	
Citizen Presentation			Yes	X	No	Name	
	Workshop	X	Formal Agenda			Consent	X Individual Consideration

Summary: The petitioners, The R. Kenton Page Trust, requests adoption of a resolution to amend the Growth Plan Future Land Use Map from Estate (2 - 5 Ac./DU) to Residential Medium Low (2 - 4 DU/Ac.) for the property located at 2076 Ferree Drive in the Redlands. The Planning Commission recommended approval of the proposed Growth Plan Amendment request at their May 22, 2007 meeting.

Budget: N/A.

Action Requested/Recommendation: Hold a public hearing and consider adopting a resolution amending the Growth Plan Future Land Use Map from Estate (2 - 5 Ac./DU) to Residential Medium Low (2 - 4 DU/Ac.).

Attachments:

- Staff Report / Background Information
- Site Location Map / Aerial Photo Map
- Future Land Use Map / County Zoning Map
- Minutes from May 22, 2007 Planning Commission Meeting
- General Project Report from Applicant
- Correspondence received from the public
- Resolution

BACKGROUND INFORMATION				
Location:		2076 Ferree Drive		
Applicants:		The R. Kenton Page Trust, Owners Vortex Engineering, Inc., Representative		
Existing Land Use:		Single-family home		
Proposed Land Use:		Residential subdivision		
Surrounding Land Use:	North	Single-family residential		
	South	Single-family residential		
	East	Single-family residential		
	West	Single-family residential		
Existing Zoning:		RSF-4, Residential Single-Family – 4 units/acre (County)		
Proposed Zoning:		To be determined – possible R-4, Residential – 4 units/acre (City)		
Surrounding Zoning:	North	RSF-4, Residential Single-Family – 4 units/acre (County)		
	South	RSF-2, Residential Single-Family – 2 units/acre (County)		
	East	RSF-4, Residential Single-Family – 4 units/acre (County)		
	West	RSF-4, Residential Single-Family – 4 units/acre (County)		
Growth Plan Designation:		Estate (2 – 5 Ac./DU)		
Zoning within density range?		N/A	Yes	No

The existing 13.4 acre unplatted parcel of land located at 2076 Ferree Drive along with the 3.6 acre property at 2074 Broadway, both owned by the applicants, were recently

annexed into the City limits in anticipation of a future residential subdivision to be named Country Squire II. Prior to zoning the annexed properties, the applicants are requesting an amendment to the Growth Plan Future Land Use Map for the property located at 2076 Ferree Drive from Estate (2 – 5 Ac./DU) to Residential Medium Low. (2 – 4 DU/Ac.). The property located at 2074 Broadway currently has a Growth Plan designation of Residential Medium Low (2 – 4 DU/Ac.) (see attached Future Land Use Map). Each property currently contains a single-family residence along with various accessory buildings.

Section 2.5 C. of the Zoning and Development Code:

The Growth Plan can be amended if the City finds that the proposed amendment is consistent with the purpose and intent of the Plan and it meets the following criteria:

- a. There was an error such that then existing facts, projects or trends (that were reasonably foreseeable) were not accounted for.

As part of the 1996 Growth Plan adoption process between Mesa County and the City of Grand Junction that established the current Future Land Use Map, the property located at 2076 Ferree Drive was designated as Estate (2 – 5 Ac./DU), due in part because of its size – 13.4 acres. Adjoining parcels of land were designated as Residential Medium Low (2 – 4 DU/Ac.) also in part due to their smaller size and already platted and developed subdivisions.

- b. Subsequent events have invalidated the original premises and findings;

There has been increased residential development both in and around the area of 20 ½ Road and Broadway. The Redlands Area Plan states in its policies that *new development is encouraged to locate on land least suitable for productive agricultural use*. This existing property is surrounded by single-family residential development. City staff's review of platted subdivisions in the area shows an average density that does correspond with the assigned Growth Plan designation of Residential Medium Low, two (2) to four (4) dwelling units per acre (Country Squire Subdivision = 1.6 DU/Ac.; Panorama Subdivision – Filing No. 7 = 0.58 DU/Ac.; Forrest Hills Subdivision = 0.97 DU/Ac.; Peony Subdivision = 1.11 DU/Ac. and finally Ellie Heights = 2.17 DU/Ac. & Broadway Subdivision = 2.40 DU/Ac.). Country Squire, Panorama, Forrest Hills and Peony Subdivisions are larger lot and lower density subdivisions due to the fact when they were developed in the County, the minimum acreage allowed to have a septic system was half an acre in size.

With the adoption of the Redlands Area Plan in 2002, the Plan states that as the Redlands *area continues to develop, existing agricultural uses will experience increased conflicts with suburban residential lifestyles*. The Redlands Area Plan supersedes the Growth Plan.

- c. The character and/or condition of the area have changed enough that the amendment is acceptable and such changes were not anticipated and are not consistent with the plan;

Sewer is available to the property both in Ferree Drive and to the northwest of this property. Also, this property is surrounded on three (3) sides with the Growth Plan designation of Residential Medium Low (2 -4 DU/Ac.). It is reasonable to request a change to the Growth Plan to allow higher densities to take advantage of this public infrastructure and to develop the property at a density that would correspond with the adjacent residential development and densities.

- d. The change is consistent with the goals and policies of the Plan, including applicable special area, neighborhood and corridor plans;

The proposal is consistent with the goals and policies of the Growth Plan and Redlands Area Plan which promote an increase in densities and development on land not suitable for agricultural uses. This area is in the Urban Growth Boundary which promotes areas of development that have adequate public facilities.

- e. Public and community facilities are adequate to serve the type and scope of the land use proposed;

Existing and proposed infrastructure facilities are adequate to serve the proposed residential development.

- f. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and

Much of the Residential Medium Low (2 – 4 DU/Ac.) land use areas in this area have already been subdivided and developed. It is reasonable to recognize that public infrastructure is already in the area and projects that are currently undeveloped and have larger acreage to support increased densities such as this should be considered.

- g. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The community will benefit by increased densities in areas that already have adequate facilities and services rather than perpetuating sprawl to outlying areas, thus meeting the goals and policies of the Growth Plan and Redlands Area Plan.

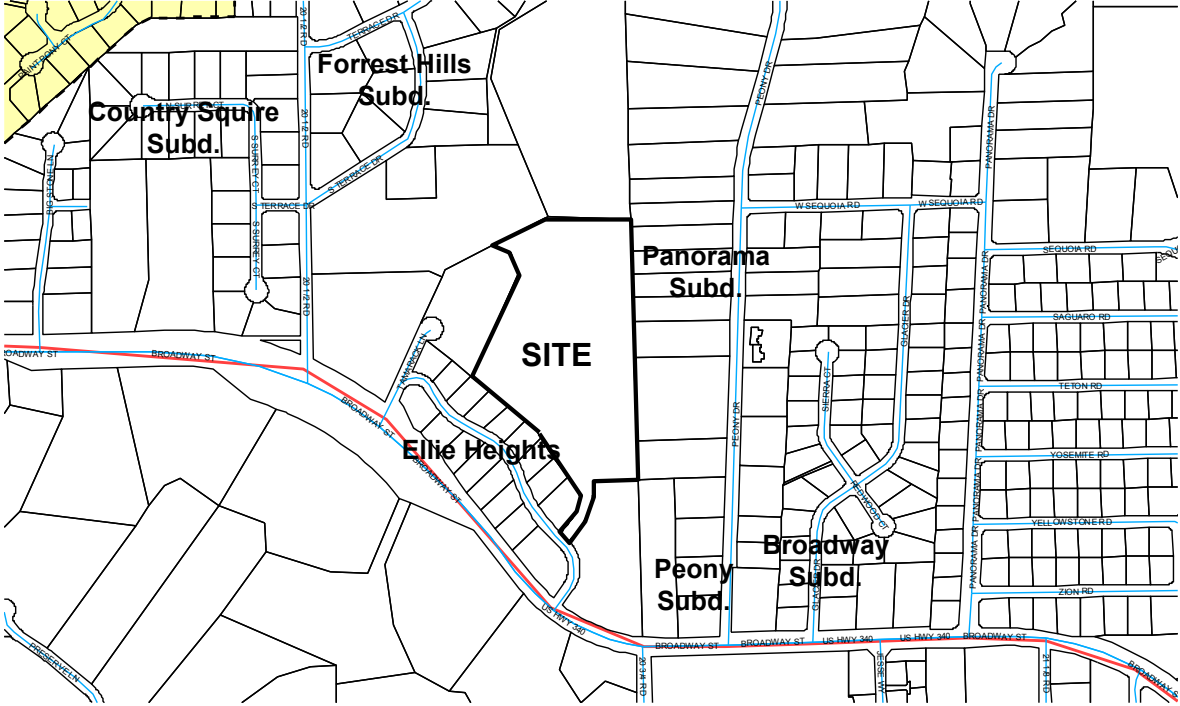
FINDINGS OF FACT/CONCLUSIONS

After reviewing the Country Squire II application, GPA-2007-061 for a Growth Plan Amendment, the Planning Commission made the following findings of fact and conclusions:

6. The proposed amendment is consistent with the purpose and intent of the Growth Plan and Redlands Area Plan.
7. The review criteria in Section 2.5 C. of the Zoning and Development Code have all been met.

Site Location Map – 2076 Ferree Dr.

Figure 1



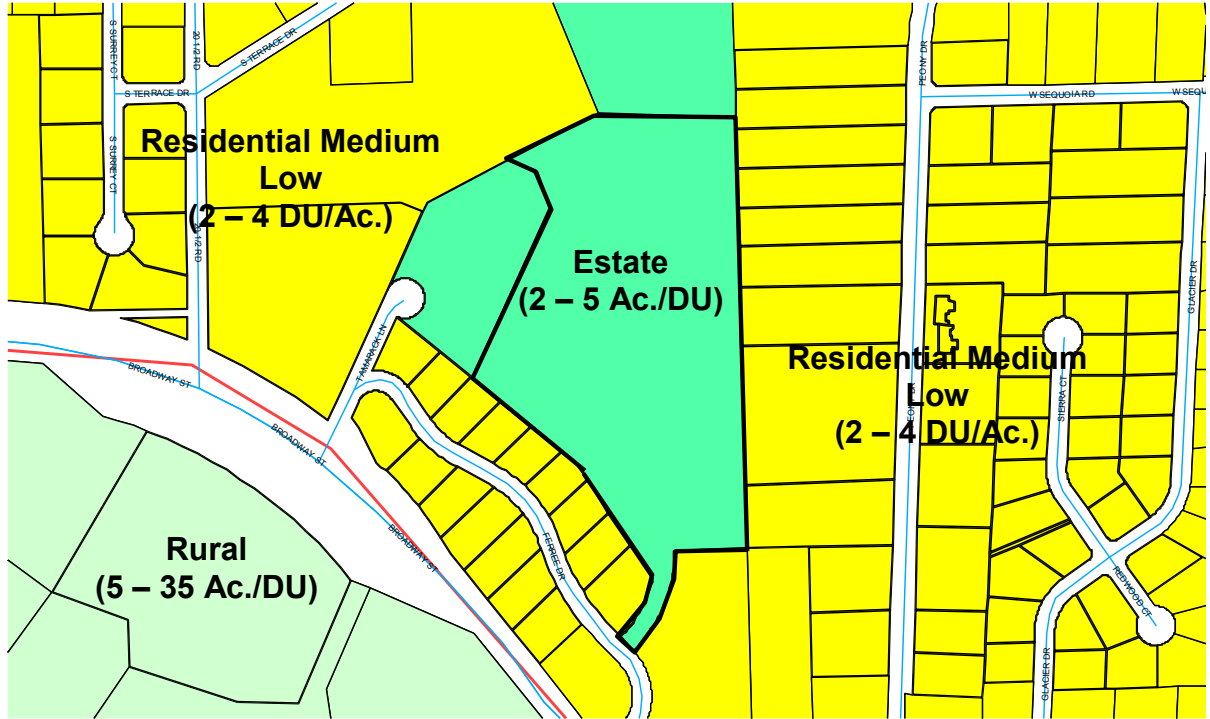
Aerial Photo Map – 2076 Ferree Drive

Figure 2



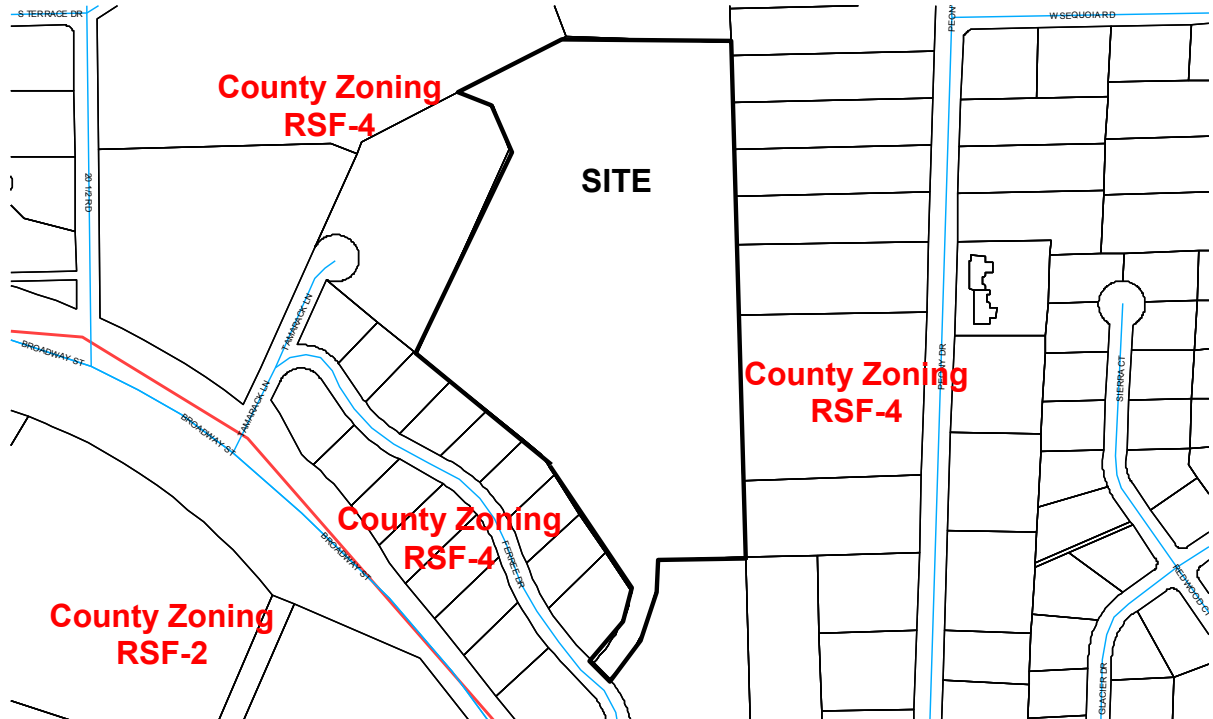
Future Land Use Map – 2076 Ferree Dr.

Figure 3



Existing County Zoning – 2076 Ferree Dr.

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."

**GRAND JUNCTION PLANNING COMMISSION
MAY 22, 2007 MINUTES**

FULL HEARING

14. GPA-2007-061 GROWTH PLAN AMENDMENT – Country Squire II

Request approval for a Growth Plan Amendment to change the Future Land Use Designation of Estate (2 – 5 ac/du) to Residential Medium Low (2 – 4 du/ac).

PETITIONER: Kenton Page
LOCATION: 2076 Ferree Drive
STAFF: Scott Peterson, Senior Planner

STAFF'S PRESENTATION

Scott Peterson, Senior Planner, made a PowerPoint presentation with regard to the request for Growth Plan Amendment regarding property located at 2076 Ferree Drive from Estate to Residential Medium Low. Mr. Peterson pointed out that the subject property is located north of Highway 340 and east of 20½ Road. The property is currently in the process of being annexed into the City limits and totals 13.4 acres. Applicant is requesting a Growth Plan Amendment in anticipation of future residential development and is currently surrounded by single-family residential properties of varying sizes. Mr. Peterson stated that sewer service is available to this property. He further stated that the increased density would correspond with the adjoining residential development and densities. The proposal is consistent with the goals and policies of the Growth Plan and also with the Redlands Area Plan which promotes an increase in densities and development on land not suitable for agricultural purposes. He further stated that the subject property is in the Urban Growth Area boundary which promotes areas of development that have adequate public facilities. Staff recommends a recommendation of approval to be forwarded to the City Council.

QUESTIONS

Commissioner Cole asked if this proposal would support the additional traffic. Mr. Peterson stated that the traffic issue would be further addressed at the preliminary plan stage; however, he stated that both Ferree Drive and Broadway are dedicated rights-of-way. Mr. Peterson stated that there is adequate right-of-way to support the proposed development if the Growth Plan was changed.

PETITIONER'S PRESENTATION

Robert Jones II of Vortex Engineering, 255 Vista Valley Drive, Fruita, addressed the Commission as applicant's representative. Mr. Jones stated that this application meets the criteria as specified in section 2.5.C of the Zoning and Development Code. He stated that it is their belief that a mistake was made when the Estate designation was placed on this property. The proposed development will utilize existing facilities that are in place and is compatible with the surrounding existing development. Therefore, the

proposed Growth Plan Amendment is consistent with the purpose and intent of the applicable neighborhood and growth plan sections and the review criteria and request approval of the Growth Plan Amendment as presented.

PUBLIC COMMENT

For:

No one spoke in favor of the request.

Against:

Ralph Ploeger, 2062 Ferree Drive, stated that his main concern is with the intersection of Ferree Drive and Highway 340. Mr. Ploeger stated that there are currently 17 residences on Ferree Drive. By way of several photographs, Mr. Ploeger pointed out the limited site distances at the above-stated intersection.

Steve Voytilla, 2099 Desert Hill Drive, stated that if the Growth Plan is changed for this development, "I believe you're setting a dangerous precedent in the Redlands. Mesa County spent \$80 million building schools in Grand Junction over the last several years...the bond they had. There wasn't a single school built in the Redlands."

Sue Hanson, 2060 Ferree Drive, stated that she is also concerned with general growth in the Redlands as well as the school systems. "Quality of life is my point. It's going to dramatically change our quality of life if we change this zoning...."

Cynthia Krikevah (2063 Ferree Drive) stated that she shares the concern with regard to the increased traffic and overall safety. She also voiced a concern regarding irrigation water systems and infrastructure that will be disruptive to the existing neighborhoods.

Bob Watters of 2054 Ferree Drive stated that he would like to keep the same density as there is now and would like the traffic issue looked at carefully.

Frank Lorris, 2066 Ferree Drive, raised a question regarding access onto an easement which is on his property.

Scott Thompson, 630 Peony Drive, stated that, "I'm definitely opposed to this just for the density of houses it's going to put in there and the extra strain it's going to put on Highway 340."

Mike Corley (2058 Ferree Drive) stated that he is opposed to the zoning increase.

Keith Sheppard, 2080 Broadway, stated that there is no sewer available for this development.

Nicole Corley, 2058 Ferree Drive, believes that the additional homes will create a huge problem. She also voiced a concern with regard to the intersection of Highway 340 and Ferree Drive as well as previous improvements made to this property.

PETITIONER'S REBUTTAL

Robert Jones II addressed the Commission concerning some of the issues raised by the public such as traffic. Mr. Jones stated that this proposed subdivision would require

some interconnectivity to the north and possibly some additional stub streets. He further stated that sewer service is available for this project. "To my knowledge, we have received no negative comments from Mesa County School District about increased density in this area."

QUESTIONS

Commissioner Lowrey asked if applicant believes that future development of the parcels to the northwest and to the east would alleviate some of the traffic concerns. Mr. Jones said that it is something that will be studied at the preliminary plan stage.

STAFF'S REBUTTAL

Rick Dorris, Development Engineer, stated that interconnectivity will be looked at during the preliminary plan stage. Additionally, public utilities are available in the area and will be adequately studied at the preliminary plan stage.

DISCUSSION

Commissioner Pitts stated, "I think the proposal does not conform with the neighborhood. I think a lot of people out there because of the Growth Plan spent a lot of money in buying property and building houses because of what was there and it's unfair to those people to change the Growth Plan."

Commissioner Sublett believes the Redlands Area Plan is the newest plan and accordingly needs more consideration than the Growth Plan. "I think if we were to increase or to allow this amendment that it would in fact go against the broad view of the Redlands Growth Plan, therefore, I cannot support this."

Commissioner Cole stated that he supports this proposal because "I think it would be unfair to restrict him here and still leave the others open that they can go ahead and develop their lots as well."

Commissioner Putnam stated that he supports this because he believes it conforms with everything around it.

Commissioner Lowrey stated that he agrees with the Growth Plan Amendment. The lower density "...forces the City to artificially expand its City limits and forces people to live farther out because they can't live closer in because we have such low density closer in. If we accommodate more people living in the City of Grand Junction, we don't have to sprawl out so much."

Commissioner Wall stated that he believes there was an error made with the Estate designation and supports the amendment.

Chairman Dibble stated that he feels "...this area is within the parameters of what the City Council has given us and that is to optimally purport the development within our City." He believes the Growth Plan Amendment is in order.

MOTION: (Commissioner Wall) "Mr. Chairman, on item GPA-2007-061, Country Squire II Growth Plan Amendment, I move that we forward a recommendation of approval of the amendment from Estate (2 – 5 Ac./DU to Residential Medium Low (2 – 4 DU/Ac.)."

Commissioner Lowrey seconded the motion. A vote was called and the motion passed by a vote of 5-2 with Commissioners Pitts and Sublett opposed.



255 Vista Valley Drive
Fruita, CO 81521

Voice: 970-245-9051
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Fax: 970-245-7639
Email: rjones@vortexeng.us
Web site: www.vortexeng.us

**General Project Report
for
Country Squire II Subdivision
2074 Broadway Street and 2076 Ferree Drive
Grand Junction, CO**

Date: January 15, 2007

Prepared by: Robert W. Jones II, P.E.
Vortex Engineering, Inc.
255 Vista Valley Drive
Fruita, CO 81521
970-245-9051
VEI # F06-088

Type of Design: Annexation / Growth Plan Amendment

Owner/Petitioner: Kenton Page
2076 Ferree Drive
Grand Junction, CO 81505

Property Address: 2074 Broadway Street and 2076 Ferree Drive
Grand Junction, CO 81505

Tax Schedule ID.: 2947-154-00-120 and 2947-154-00-127

A. Property Description

The site is comprised of two parcels; 2074 Broadway (2947-154-00-120) and 2076 Ferree Drive (2947-154-00-127). Both parcels are adjacent to and east of Ferree Drive as well as north of Broadway Street (Hwy 340). Generally, it is west of Grand Junction in the Redlands Area. The lot at 2074 Broadway Street is approximately 3.674 acres and the lot at 2076 Ferree Drive is approximately 13.479 acres. Combined the total approximately 17 acres. A location map of the site is included in Exhibit A.

The owner is proposing to annex both parcels into the City. Both parcels are currently zoned RSF-4 with Mesa County. The Growth Plan identifies the "Future Land Use" of the parcel at 2074 Broadway as Residential Medium Low (RML-4). The Growth plan identifies the parcel at 2076 Ferree Drive as Estate with a density of 2-5 acres per dwelling unit. The owner requests that the Growth Plan be amended to identify the parcel at 2076 Ferree as RML-4 zoning which will be consistent with and more align with the current County Zoning.

Table 1 shows the parcels, current and requested zoning as well as the current and requested growth plan designation.

Table 1

PARCEL	CURRENT COUNTY ZONING	REQUESTED CITY ZONING	CURRENT GROWTH PLAN DESIGNATION	REQUESTED GROWTH PLAN DESIGNATION
2074 Broadway Street	RSF - 4	RSF - 4	RML - 4	RML - 4
2076 Ferree Drive	RSF - 4	RSF - 4	Estate	RML - 4

GIS maps of the City of Grand Junction Growth Plan and the County Zoning are included in Exhibit A.

B. Public Benefit

The proposed project will consist of residential development at a density of 2-4 dwelling units per acre. This will provide a public benefit by providing much needed housing in this area additional tax base, and utility revenue.

C. Neighborhood Meeting

A neighborhood meeting is required for this Growth Plan Amendment. The meeting was held on January 18, 2007. Minutes of the meeting are included in the submittal for Annexation/Growth Plan Amendment.

D. Project Compliance, Compatibility, and Impact

1. Adopted Plans and /or Policies

Currently, the adopted plan for this area is the Redlands Neighborhood Plan. No conflicts are anticipated between the proposed use and the Neighborhood Plan. The Neighborhood Plan identifies goals and policies to be adapted by County, City, or other appropriate agencies. The plan further identifies implementation strategies to accomplish goal and policies outlined by the Plan. The Redlands Neighborhood Plan does not mandate land use requirements.

2. Land Use in the surrounding area.

Surrounding Land Use and Zoning is as follows:

North: Residential, County Zoning, RSF-4
South: Residential, County Zoning, RSF-2
East: Residential and Panorama Subdivision, County Zoning, RSF-4
West: Residential and Ellie Heights Subdivision, County Zoning, RSF-4

3. Site Access and Traffic Patterns

Access to both sites will likely be off Ferree Road. An opportunity exists to provide access off Broadway, although this is limited given the close proximity of Ferree Road and 20 ¼ Road.

4. Availability of Utilities.

The existing parcel is currently serviced by the following utilities:

Potable Water = Ute Water Conservancy District
Sanitary Sewer = City of Grand Junction/Mesa County Joint Sewer System (Persigo)
Irrigation Water = Redlands Water and Power Company
Fire Protection = Grand Junction City/Rural Fire District
Police Protection = Mesa County Sheriff, Grand Junction Police Department, Colorado State Highway Patrol
Telephone = Qwest
Electricity = Xcel
Natural Gas = Xcel
Cable Television = Bresnan Communications
Drainage = Mesa County (Local Drainage Washes)

Adequate utilities/facilities exist nearby or will be made available with this subdivision.

5. Special or Unusual Demands on Utilities.

No special or unusual demands on utilities are identified for this facility.

6. Effects on Public Facilities

No additional effects on public facilities are anticipated with this facility.

7. Site Soils

According to the Natural Resource Conservation Service (NRCS), the majority of the soils on the site Gyprockesa cobbly clay loam, var, 5 to 12 percent slopes (Mf). This soil is classified as Hydrologic Soils Group "B" with medium surface runoff. According to the NRCS report, the upper clay loam about 15 inches thick. The underlying material is graveling clay loam to a depth of 23 inches. The soils from 23 to 70 inches vary from very gravelly clay loam to stony loam.

The soils in the southeast corner of the site consist of "Mack-Gyprockesa Complex", 1 to 5 percent slopes (Soil Classification no. 131). This soil is also classified as Hydrologic Soils Group "B" with medium surface runoff.

1. Geology

There is no Geology Report at this time. Based on a review of the Geologic Hazards Map in the Redlands Neighborhood Plan, no geologic hazards are known to exist.

9. Hours of Operation

This is a residential neighborhood, this criteria is not applicable.

10. Number of Employees

This is a residential neighborhood, this criteria is not applicable.

11. Signage Plans

Signage will be placed in accordance with City of Grand Junction Zoning and Development Code standards.

E. Development Schedule and Phasing.

This project will be completed in one phase. The improvements will likely begin shortly after approval.

F. Growth Plan Amendment (GPA)

The owner is proposing to annex both parcels into the City. Both parcels are currently zoned RSF-4 with the County. The Growth Plan identifies the Future Land Use of the parcel on the North (2076 Ferree Drive) as Estate with a density of 2-5 acres per dwelling unit. The owner requests that the Growth Plan be amended to a Future Land Use of Residential Medium Low (2-4 dwelling units per acre, which will be consistent and align with the current County Zoning of RSF-4).

The Growth Plan of the City of Grand Junction and Mesa County is designated to provide guidance for the 15-year period from 1996 to 2010. The goals, policies, and action items are intended to provide guidance, priorities, and implementation strategies needed to accomplish the principles and features of the Growth Plan. The Growth Plan Land Use for the surrounding property is shown as follows:

West: RML - 4
North: Estate
South: RML - 4
East: RML - 4

In accordance with Section 2.5.C of the Zoning & Development Code, "The City and County shall amend the plan if each find is that the amendment is consistent with the purpose and intent of the plan and if:

A review of the Approval/Review Criteria for the GPA follows (**The discussion and answers which addresses each of the criteria is in bold**):

a.) *There was an error such that then existing facts, projects, or trends that were reasonably foreseeable were not accounted for; **The City of Grand Junction's Growth Plan was adopted October 2, 1996. In reviewing the Growth Plan, it states that much of the initial assessment for the Growth Plan and the subsequent land use designations were completed in 1995. The various committees that worked to complete the Growth Plan at that time could not possibly have foreseen the development and growth trends that have occurred in the Grand Valley over the past ten years.***

b.) *Subsequent events have invalidated the original premises and findings; **The requested land use is "market driven" in that the need for higher density residential land is greater in this vicinity than it is for residential estate.***

c.) *The character and/or condition of the area have changed enough that the amendment is acceptable and such changes were not anticipated and are not consistent with the plan; **The subject site is currently zoned RSF-4 with the County. RSF-4 County zoning surrounds this site. It is likely that the original authors of the Growth Plan could not have foreseen the changes in character to the area that have been completed in the last ten years.***

d.) *The change is consistent with the goals and policies of the plan, including applicable special area, neighborhood and corridor plans; **The applicable plan in this area is the Redlands Neighborhood Plan. No conflicts with this plan have been identified.***

e.) *Public and community facilities are adequate to serve the type and scope of land use proposed; **Adequate public and community facilities are available to serve the type and scope of land use proposed, or will be made available concurrent with the projected impacts of the proposed development. Please reference Section D.4 of this report for further information.***

f.) *An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; **This property is identified by the applicant as suitable for this development. To the applicant's knowledge, no other reasonable site is available.***

g.) *The community or area, as defined by the presiding body, will derive benefits from the proposed amendment; **The community will derive benefits from the proposed amendment in that the project will provide much needed housing, additional tax base, and utility revenue.***

Policy 5.2 – The City and County will encourage development that uses existing facilities and is compatible with existing development. **This development uses existing facilities and is compatible with existing developments.**

G. Annexation

Any time an area is annexed into the City, it must be assigned zoning (or rezoned). Zoning is based on the Growth Plan and approval criteria for zoning is outlined in section 2.6A of the Zoning and Development Code. A review of the Approval/Review Criteria for the Rezoning follows (**The discussion and answers which addresses each of the criteria is in bold**):

1. The existing zoning was in error at the time of adoption; **The City has not zoned this area as it is in the County.**
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, redevelopment, etc.; **This area continues to grow and the current trend as evidenced by the surrounding area which is primarily residential medium low density residential.**
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; **Residential development similar to the requested zoning nearly surrounds the area and is compatible with the area.**
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; **Adequate public facilities and services are available or will be made available for this development. Please reference Section D.4 of this report for further information.**
5. The supply of comparably zoned land in the surrounding area is inadequate to accommodate the community's needs; **This property is identified by the applicant as suitable for this development. To the applicant's knowledge, no other reasonable site is available.**

6. The community will benefit from the proposed zone. **The community will derive benefits from the proposed annexation in that the project will provide much needed housing, additional tax base, and utility revenue.**

H. Limitations/Restrictions

This report is a site-specific investigation and is applicable only for the client for whom our work was performed. Use of this report under other circumstances is not an appropriate application of this document. This report is a product of Vortex Engineering Incorporated and is to be taken in its entirety. Excerpts from this report may be taken out of context and may not convey the true intent of the report. It is the owner's and owner's agents responsibility to read this report and become familiar with recommendations and findings contained herein. Should any discrepancies be found, they must be reported to the preparing engineer within 5 days.

The recommendations and findings outlined in this report are based on: 1) The site visit and discussion with the owner, 2) the site conditions disclosed at the specific time of the site investigation of reference, 3) various conversations with planners and utility companies, and 4) a general review of the zoning, growth plan, and transportation manuals. Vortex Engineering, Inc. assumes no liability for the accuracy or completeness of information furnished by the client or municipality/agency personnel. Site conditions are subject to external environmental effects and may change over time. Use of this report under different site conditions is inappropriate. If it becomes apparent that current site conditions vary from those reported, the design engineer should be contacted to develop any required report modifications. Vortex Engineering, Inc. is not responsible and accepts no liability for any variation of assumed information.

Vortex Engineering, Inc. represents this report has been prepared within the limits prescribed by the owner and in accordance with the current accepted practice of the civil engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or in any of our contracts.

I. References

The following manuals and computer web sites were used for this General Project report:

- Zoning and Development Code, City of Grand Junction, 2006.
- Mesa County Land Development Manual, Mesa County, May 2000.
- City of Grand Junction GIS Master Web Site and the Mesa County Web Site.
- Growth Plan Manual, City of Grand Junction, October 2, 1996.
- Redlands Neighborhood Plan

From: "sue & michael hanson" <mshanson5@bresnan.net>
To: <Scottp@gjcity.org>
Date: 5/22/2007 6:28 PM
Subject: growth plan amendment

Dear Mr. Peterson,
I just wanted to take a moment of your time to voice my husband and I's deep concern regarding the proposed growth plan amendment-Country Squire II.

We are strongly opposed to changing the current designation and making it a higher density area. We moved into the Redlands to avoid high density areas and we would appreciate the City of Grand Junction and the planning commissions respect for this decision. If this change occurs then we (as residents of Ferree Drive) are right in the thick of a high density area. We feel like the city is being allowed to move in upon us. The current designation would allow for adequate growth without the overcrowding that the growth plan promises.

Along with the problem of a high density population in this area the commission should also consider the impact allowing the growth will have on our traffic patterns and our schools. This growth plan is too large for this area to accommodate.

My husband and I are both health care professionals who travel into Grand Junction daily for work. We chose to live in the Redlands where we can have more room to relax and enjoy our family life and not live in an area with the crowded feel of the city. If the Planning Commission approves this growth amendment this will have a major negative impact on our neighborhood. We would greatly appreciate the Planning Commissions serious consideration of this impact and we would ask sincerely that this growth plan amendment not be approved.

Thank you for your time and consideration.

Sincerely,
Sue and Michael Hanson

Scott Peterson - 2076 Ferree Dr. amendment

From: "Dee Weese" <deeweese@bresnan.net>
To: <Scottp@gjcity.org>
Date: 5/22/2007 4:06 PM
Subject: 2076 Ferree Dr. amendment

A few years ago, the Planning Commission voted to change the zoning on Peony Dr. that would allow for multiple units which was previously zoned for single units. Someone on the commission stated that this was clearly a suburban street, not a rural street. It didn't matter that most established homes were situated on 1/2 acre to 2 acre plots, and many raised chickens, some cows, and some horses. Now we would like to ask that you drive up Peony Dr. and note what the Commission's change has meant to this street. On the east side, you will see two duplexes that have never been taken care of, in fact one of the unit owners has created a city dump which includes a great barn made from scrap material which is overflowing with Salvation Army reject items. The neighbors tried to get Mr. Anderson to clean up his property, but there is no one in the County Administration who seems interested in enforcing the codes. We wonder how you would feel if these units were on the street where you live, and which you have to pass each day on your way to and from work.

Please do not change the zoning on Ferree Dr. so that it, too, can take on the new look of Peony Dr. Besides the environmental difference it would make to what is left of our relatively serene and beautiful surroundings, the already heavy traffic on Broadway during peak hours would be insane. Until you can build a four-lane Broadway, install lights at the schools and the shopping center, it would be entirely unsafe to bring more traffic to this street. And until you can be absolutely certain that a new slum will not arise out of high density housing, it would be to everyone's benefit to think through this issue long and hard before making a decision.

Scott Peterson - COUNTRY SQUIRE II

From: "ROBERT L HURNI" <rhurni@acsol.net>
To: <scottp@gjcity.org>
Date: 5/22/2007 3:49 PM
Subject: COUNTRY SQUIRE II

Hi Scott,

My name is Robert Hurni. I live at 2065 1/2 Ferree Dr. I would like to let you know that I am favor of changing the zoning from estate to at least an RSF 2. Personally I would like to see no more than 40-45 homes in this area. I think that this area should not be zoned estate and certainly should not have a higher density than independend ranch.

Thank You for taking my thoughts into consideration.

ROBERT HURNI

Scott Peterson - May 22nd Planning meeting

From: <arm4741@aol.com>
To: <Scottp@gjcity.org>
Date: 5/22/2007 10:11 AM
Subject: May 22nd Planning meeting
CC: <On7thday@aol.com>, <alvin@gpd-global.com>

Scott,

I am expressing my concerns for over developing Country Squire II. Growth Plan Amendment GPA-2007-061.

1) It is my understanding that the land development for this area allows for two house's per Acer and it is being petitioned to allow 5 house's per Acer. This creates a traffic problem for Ferree Dr accessing HWY 340. This is already a traffic problem accessing HWY 340 and there will be a minimum of 34 more households accessing the already dangerous intersection. Using 2 cars per household there is already 30-34 cars per day accessing this intersection, and at a minimum the zoning now in place will increase the traffic to this dangerous intersection by 200% and your being petitioned to multiply these numbers by 2 1/2 times. Were not talking about the loss of a peaceful neighborhood as much as were talking about the loss of a family member due to over development.

It is said in Chapter Three of the Grand Junction Zoning Outline Purpose, Section 3.1 (C) Prevent scattered Haphazard growth and guide orderly transition of urban areas. This is what i believe to be Haphazard Growth. Section 3.1 (I) Aid in preventing traffic congestion in the streets and public ways of the city. This would be and immediate traffic congestion not to mention the endangerment of family's moving into this area.

There needs to be a safe access road to Country Squire other than Ferree Dr.

2) I live @ 2068 Ferree Drive and already have high taxes, this would put a road next to my house increasing my tax's. Country Squire will not pay for this increase but instead get a nice sum for this development project. There is plenty of money to be made with the current zoning in place and plenty of other land to develop for there future endeavors.

In close please don't allow more family's to be at risk while accessing HWY 340 from Ferree Dr.

Thanks for your consideration,

Alvin Miller

AOL now offers free email to everyone. Find out more about what's free from AOL at AOL.com.

May 20, 2007

City of Grand Junction Community Development
250 North 5th Street
Grand Junction, CO 81501
Attention: Scott Peterson, Planner

RECEIVED

MAY 21 2007

**COMMUNITY DEVELOPMENT
DEPT.**

Re: Country Squire 2
2074 Broadway and 2076 Ferree Drive

Dear Sirs:

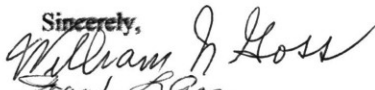
The west side of our property at 619 Peony Drive joins east side of the above proposed development. We object to the Growth Plan Amendment to change the Future Land Use Designation of Estate (2-5 ac/du) to Residential Medium Low (2-4 du/ac).

1. Except for four lots immediately south of Broadway (Hwy 340), all the remaining lots on the west side of Peony Drive are from one acre to five acres or more. They are all developed with single family residences. To increase the density of above parcel of land would not be in conformity with the existing adjacent use.
2. Our main concern is for the amount of increased traffic. The highway from Peony Drive, to 20 3/4 Road, to 2074 Broadway and 2076 Ferrie Drive has long been a high risk corner. While the measurement in feet is within the safety code, the actual visual distance is quite restricted. The road starts to curve at 20 3/4 Road and immediately drops off a hill where there is access to 2074 Broadway and 2076 Ferrie Drive. Vision is further restricted by a berm that is the irrigation water supply for Ferrie Drive.

Several years ago a now retired County Commissioner, Jim Baughman, stated in an article printed in the Daily Sentinel "The county estimates each new house generates an average of 10 trips on country roads every day." To increase the density of this parcel of land to the highest potential of 17 acres x 5 houses per acre = 85 houses. Eighty five houses x 10 trips per day would equal 185 additional trips per day out of an already congested and dangerous corner.

While we are in accord with land development and an owner's rights, we do object to increasing density and further eroding what has been Grand Junction's greatest attraction. A little space - please.

Sincerely,



Wanda L. Goss

William N. Goss
Wanda L. Goss
619 Peony Drive
(970)2043-1754

cc: On Paul W. bble

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE GROWTH PLAN OF THE CITY OF GRAND
JUNCTION TO DESIGNATE APPROXIMATELY 13.4 ACRES LOCATED AT
2076 FERREE DRIVE
FROM ESTATE (2 – 5 AC./DU) TO RESIDENTIAL MEDIUM LOW (2 – 4 DU/AC.)**

Recitals:

A request for a Growth Plan Amendment has been submitted in accordance with the Zoning and Development Code. The applicant has requested that approximately 13.4 acres, located at 2076 Ferree Drive be redesignated from Estate (2 – 5 Ac./DU) to Residential Medium Low (2 – 4 DU/Ac.) on the Future Land Use Map.

In a Public Hearing, the City Council reviewed the request for the proposed Growth Plan Amendment and determined that it satisfied the criteria as set forth and established in Section 2.5 C. of the Zoning and Development Code and the proposed amendment is consistent with the purpose and intent of the Growth Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS REDESIGNATED FROM ESTATE (2 – 5 AC./DU) TO RESIDENTIAL MEDIUM LOW (2 – 4 DU/AC.) ON THE FUTURE LAND USE MAP.

Parcel Number 2947-154-00-127
Located at 2076 Ferree Drive

BEG S 2DEG36' W 572.4FT & S 310FT FR NE COR NW4SE4 SEC15 11S 101W N 86DEG44' W 355FT S 64DEG04' W 490FT S 25DEG55' W 527.8FT S 32DEG15' E 145FT S 25DEG55' E 459.2FT S 45DEG34' E 710.3FT S 77DEG03' E 155FT N 1774FT TOBEG & BEG SE COR LOT 19 ELLIE HTS SUB ALG CV TO LEFT CH BEARS N 34DEG17'19SEC E 155.63FT N 32DEG10' W 65.8FT ALG CV TO RIGHT CH BEARS S 30DEG22'44SEC W 170.86FTS 42DEG28' E 50FT TO BEG EXC BEG N 89DEG30' W 1222.54FT & N 0DEG04' W 30.24FT FR SE COR SD SEC 15 N 0DEG04'W 664.86FT S 89DEG56' W 187.22FT ALG CV TO RIGHT CH BEARS S 23DEG44' W 274.12FT ALG CV TO RIGHT CH BEARSS 3DEG01'30SEC E 209.64FT S 36DEG25' W 76.1FT ALG CV TO LEFT AND AS DESC IN B-1236 P-41 MESA CO RECORDS

Said parcel contains 13.4 acres (583,704 sq. ft.), more or less, as described.

PASSED on this _____ day of _____, 2007

ATTEST:

President of Council

City Clerk

Attach 29

Public Hearing – Vacating Portions of Texas Avenue, College Place and Alley Rights-of-Way Adjacent to Mesa State College Properties – 1020 Through 1040 Texas Avenue

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA								
Subject	Vacation of portions of Texas Avenue, College Place and alley rights-of-way adjacent to Mesa State College properties – 1020 through 1040 Texas Avenue							
Meeting Date	July 18, 2007							
Date Prepared	July 9, 2007				File #VR-2007-052			
Author	Scott D. Peterson			Senior Planner				
Presenter Name	Scott D. Peterson			Senior Planner				
Report results back to Council		Yes	<input checked="" type="checkbox"/>	No	When			
Citizen Presentation		Yes	<input checked="" type="checkbox"/>	No	Name			
	Workshop	<input checked="" type="checkbox"/>	Formal Agenda			Consent	<input checked="" type="checkbox"/>	Individual Consideration

Summary: The petitioner, Mesa State College, is requesting to vacate portions of Texas Avenue, College Place and alley rights-of-way located adjacent to their properties in anticipation of creating a simple subdivision plat to merge six properties into one to develop the area as a parking lot for the campus. The Planning Commission recommended approval of the proposed right-of-way vacations at their May 22, 2007 meeting.

Budget: N/A.

Action Requested/Recommendation: Conduct the Public Hearing and approve the Vacation Ordinance.

Attachments:

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

BACKGROUND INFORMATION				
Location:		1020 through 1040 Texas Avenue		
Applicants:		Mesa State College		
Existing Land Use:		City street and alley rights-of-way		
Proposed Land Use:		Consolidation of six (6) properties into one (1) with area to be developed as a parking lot for the campus		
Surrounding Land Use:	North	Single-family residential (Mesa State College owned)		
	South	Single-family residential (Mesa State College and privately owned)		
	East	Mesa State College campus		
	West	Single-family residential		
Existing Zoning:		CSR, Community Services and Recreation and R-8, Residential – 8 units/acre		
Proposed Zoning:		N/A		
Surrounding Zoning:	North	CSR, Community Services and Recreation		
	South	CSR, Community Services and Recreation and R-8, Residential – 8 units/acre		
	East	CSR, Community Services and Recreation		
	West	R-8, Residential – 8 units/acre		
Growth Plan Designation:		Residential Medium (4 – 8 DU/Ac.)		
Zoning within density range?		N/A	Yes	No

Staff Analysis:

The applicant, Mesa State College, wishes to vacate portions of Texas Avenue, College Place and alley rights-of-way located adjacent to their properties in anticipation of creating a simple subdivision plat to merge six (6) properties into one (1). Mesa State College intends to develop these properties for use as a parking lot for the campus. Upon the approval of the requested rights-of-way vacations by the City, Utility and Access Easements will be retained via City Ordinance and identified on the new

subdivision plat for the existing utilities that are located within these rights-of-way (water, sewer, gas and electric) and for the general circulation of traffic.

Presently there are five (5) single-family homes on the six (6) properties that will be removed prior to the recording of the subdivision plat.

Consistency with the Growth Plan:

The properties are currently zoned CSR, Community Services and Recreation and R-8, Residential – 8 units/acre with the Growth Plan Future Land Use Map showing this area as Residential Medium (4 – 8 DU/Ac.). Current Mesa State College properties surrounding this area are designated as Public on the Future Land Use Map. As Mesa State College acquires additional properties in this area and in the future, the Future Land Use designation should be changed to Public and the properties should be rezoned to CSR.

There are several goals and policies in the Growth Plan that support the expansion of the Mesa State College campus.

Policy 8.12: The City and County will encourage Mesa State College to retain its main campus in the City of Grand Junction at its current location, and will support the growth of the college at its current campus or at facilities located within non-residential portions of the urbanizing area.

Policy 8.13: The City will encourage the College to maximize the use of its existing land through increased height allowances, but will support the planned westward growth of the College as identified in the Mesa State College Facilities Master Plan.

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.

Granting the request to vacate the existing street and alley rights-of-way do not conflict with the Growth Plan, major street plan and other adopted plans and policies of the City of Grand Junction. Utility and Access Easements will be retained to allow for the continuation of general traffic circulation and access to existing utilities.

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

No parcel will be landlocked as a result of these rights-of-way vacations.

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

Access will not be restricted.

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

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

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

The provision of adequate public facilities and services will not be inhibited to any property as required in Chapter Six of the Zoning and Development Code as the existing street and alley rights-of-way will be retained as Utility and Access Easements to allow for the continue flow of traffic and access to utilities, etc. No adverse comments were received from the utility review agencies during the staff review process.

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

Maintenance requirements to the City will not change as a result of the proposed vacations as new Utility and Access Easements will be retained by the approved City Ordinance and identified on the proposed subdivision plat.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Mesa State College application, VR-2007-052 for the vacation of portions of Texas Avenue, College Place and alley rights-of-way adjacent to Mesa State College properties, the Planning Commission makes the following findings of fact and conclusions:

- 8. The requested rights-of-way vacations are consistent with the goals and policies of the Growth Plan.

9. The review criteria in Section 2.11 C. of the Zoning and Development Code have all been met.
10. Approval of the street and alley vacation requests is contingent upon the approval and filing of the subdivision plat and the retention of the Utility and Access Easements.

Action Requested/Recommendation:

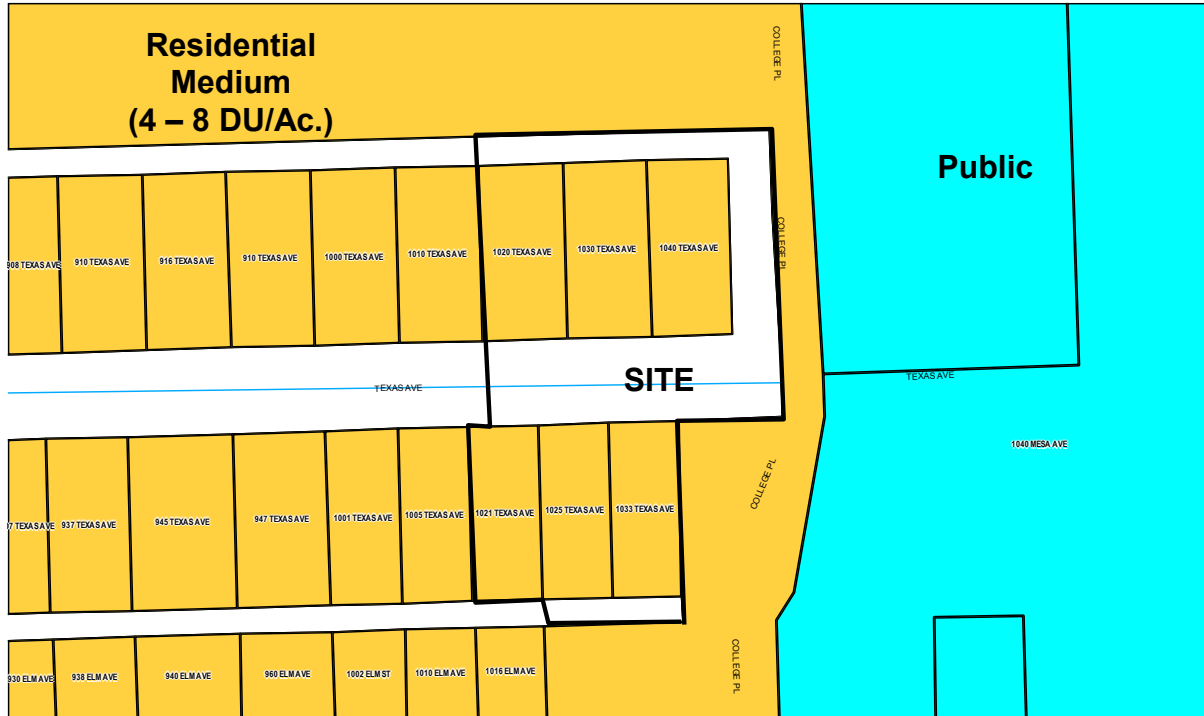
The Planning Commission recommends that the City Council approve the Ordinance for the vacation of portions of Texas Avenue, College Place and alley rights-of-way adjacent to Mesa State College properties located at 1020 through 1040 Texas Avenue, finding the request consistent with the Growth Plan and Section 2.11 C. of the Zoning and Development Code.

Attachments:

1. Site Location Map / Aerial Photo Map
2. Future Land Use Map / Existing City Zoning Map
3. Ordinance and Exhibit A

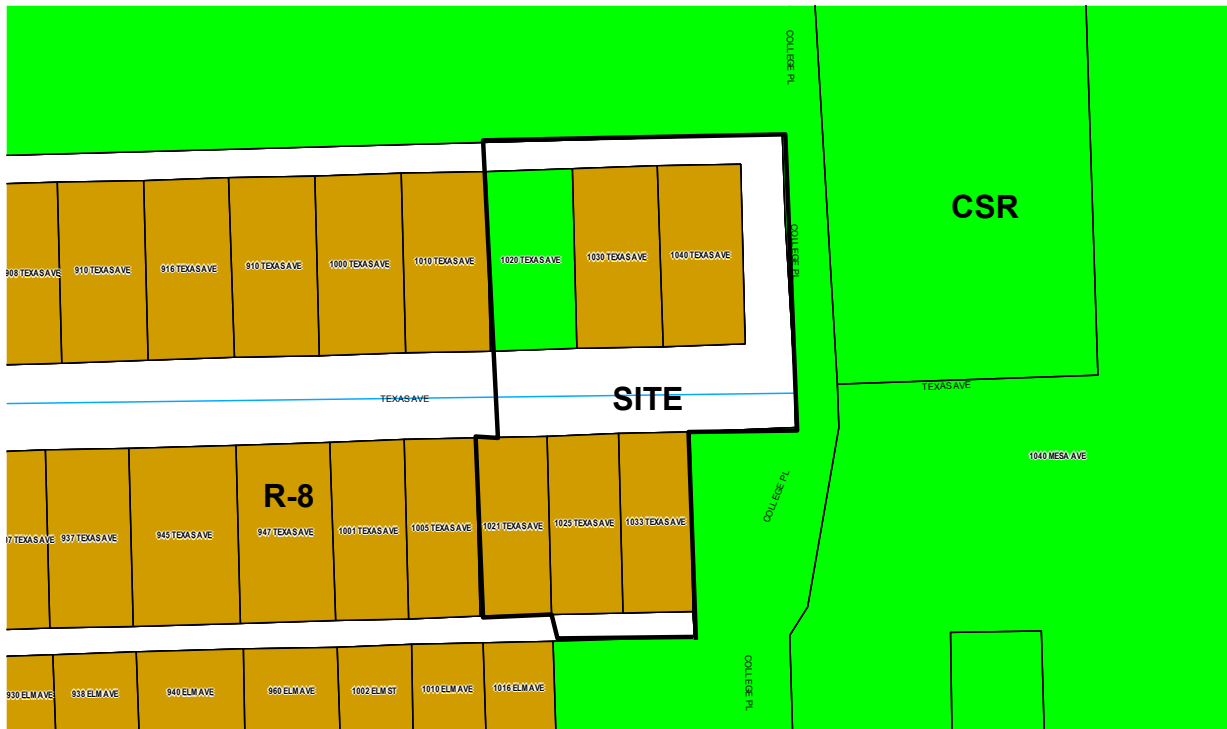
Future Land Use Map

Figure 3



Existing City Zoning

Figure 4



CITY OF GRAND JUNCTION

ORDINANCE NO. ____

**AN ORDINANCE VACATING PORTIONS OF TEXAS AVENUE, COLLEGE PLACE
AND ALLEY RIGHTS-OF-WAY ADJACENT TO MESA STATE COLLEGE
PROPERTIES**

LOCATED AT 1020 THROUGH 1040 TEXAS AVENUE

RECITALS:

Mesa State College has requested the vacation of streets and alleys adjacent to their properties to allow expansion of the campus to the west, in accordance with the 1999 Facilities Master Plan. The interim plans for the vacated rights-of-way are to provide additional parking for the campus. All of the vacated rights-of-way must be retained as Utility and Access Easements to allow for the adequate circulation of through traffic and access to utilities. Only sod or asphalt surface treatment will be allowed within Utility and Access Easements. Other surface treatment shall be subject to review and approval by the City of Grand Junction. The vacated rights-of-way will require the consolidation of the adjacent lots through a replat of the properties.

The City Council finds that the request is consistent with the Growth Plan goals and policies that encourage Mesa State College to remain at their existing location and expand to the west. It also meets the criteria of Section 2.11 of the Zoning and Development Code with the conditions of approval which are the filing of the subdivision plat and the dedication of the Utility and Access Easements.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met with the conditions of approval, 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 rights-of-way are hereby vacated subject to the listed conditions:

V-1.

A portion of the eighteen-foot alley in South Garfield Park, a subdivision of the City of Grand Junction, Colorado, as recorded by plat on April 18, 1951, in the Office of the Mesa County Clerk and Recorder at Reception Number 539508, said portion being described by the following:

All that portion thereof lying east of the northerly extension of the easterly line of Lot 33 in said South Garfield Park, and also lying west of the westerly line of College Place as vacated by Ordinance Number 3759, recorded in Book 3929 at Page 816.

V-2.

A portion of the twenty-foot alley in Block 6 of Garfield Park Subdivision, a subdivision of the City of Grand Junction, Colorado, as recorded by plat on July 3, 1946, in the Office of the Mesa County clerk and Recorder at Reception Number 444756, said portion being described by the following:

All that portion thereof lying east of the northerly extension of the westerly line of Lot 13 in said Block 6 in said Garfield Park Subdivision, and also lying west of the northerly extension of the easterly line of Lot 11 in said Block 6.

V-3.

A portion of Texas Avenue lying within Garfield Park Subdivision and South Garfield Park, two subdivisions of the City of Grand Junction, Colorado, said portion being described by the following:

All that portion thereof lying east of the southerly extension of the west line of Lot 13 in Block 6 of Garfield Park Subdivision, as recorded by plat on July 3, 1946 in the Office of the Mesa County Clerk and Recorder at Reception Number 444756, and also lying west of the southerly extension of the easterly line of Lot 11 in said Block 6.

V-4

A portion of College Place between the easterly line of Block 6 of Garfield Park Subdivision and the Westerly line of Elam Subdivision, two subdivisions of the City of Grand Junction, Colorado, said portion being described by the following:

All that portion of College Place lying south of the easterly extension of the northerly line of the twenty foot alley in Block 6 of Garfield Park Subdivision, as recorded by plat on July 3 1946 in the Office of the Mesa County Clerk and Recorder at Reception Number 444756, and also lying north of the southerly line of Texas Avenue.

The identified rights-of-way are shown on "Exhibit A" as part of this vacation description.

Provided, however, that those certain street and alley rights-of-way vacated herewith shall be retained by the City as Utility and Access Easements for general traffic circulation and access to existing utilities.

This Ordinance shall not be effective until a Subdivision Plat is recorded for the adjoining properties consolidating lots and identifying the required Utility and Access Easements.

Applicants shall pay all recording/documentary fees for the Vacation Ordinance and any subdivision documents and dedication documents.

Introduced for first reading on this 20th day of June, 2007

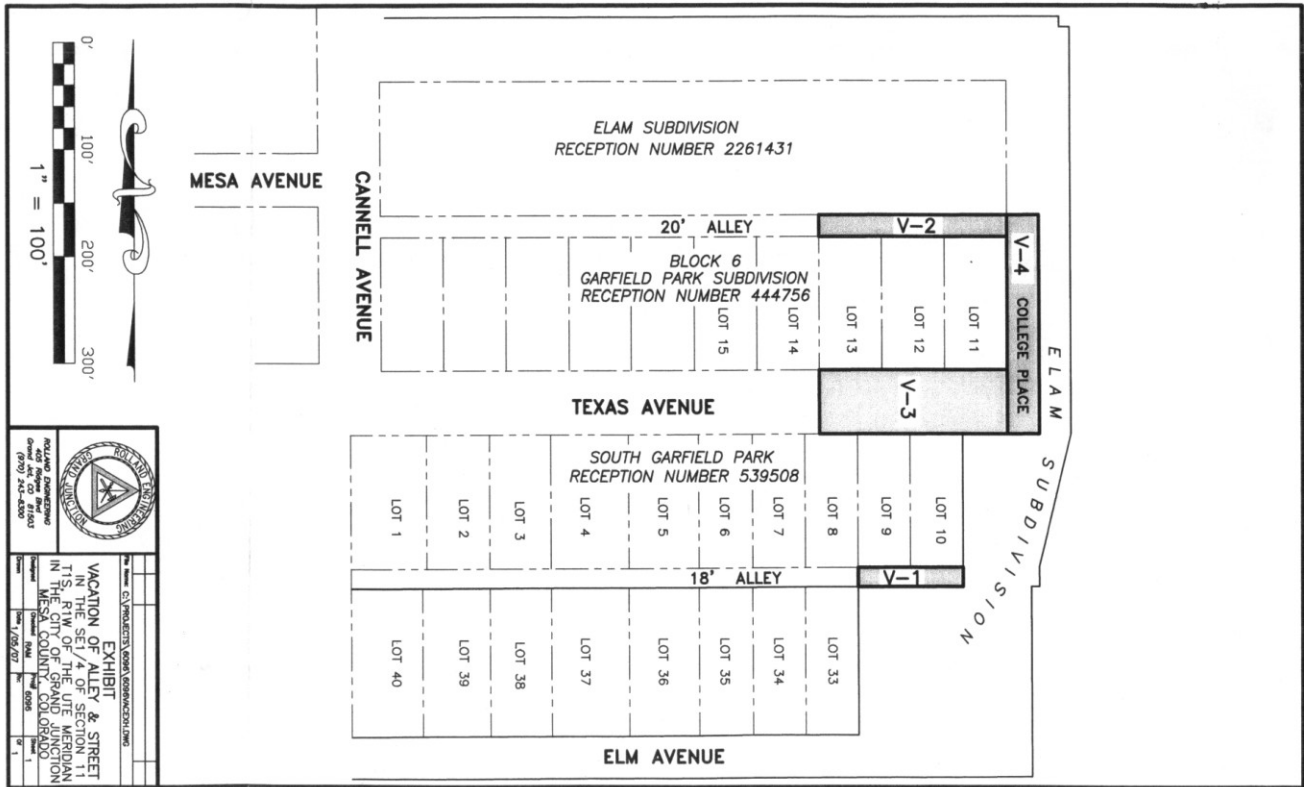
PASSED and ADOPTED on second reading this _____ day of _____ , 2007.


ATTEST:

President of City Council

City Clerk

EXHIBIT A





E. J. PROBERT, License No. 6599
 State of Colorado
 PROFESSIONAL ENGINEER

EXHIBIT
VACATION OF ALLEY & STREET
 IN THE SE 1/4 OF SECTION 11
 T1S, R1W OF THE UTE MERIDIAN
 IN THE CITY OF GRAND JUNCTION
 COUNTY OF GUNNISON
 STATE OF COLORADO

Date: 1/09/07
 Scale: 1" = 100'

Attach 30

**Infill/Redevelopment Request for The Plaza, Located at 28 ¾ Road
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA						
Subject	Infill/Redevelopment Request – Located at 28 ¾ Road					
Meeting Date	July 18, 2007					
Date Prepared	July 11, 2007				File # INR-2006-362	
Author	Ivy Williams		Development Services Supervisor			
Presenter Name	Ivy Williams		Development Services Supervisor			
Report results back to Council		Yes	x	No	When	
Citizen Presentation	X	Yes		No	Name	Tom Logue
	Workshop	X	Formal Agenda		Consent	X Individual Consideration

Summary: A request for infill / redevelopment incentives for street improvements along the east side of 28 ¾ Road adjacent to a proposed development called The Plaza. The review committee is supporting the cost of curb and gutter along the east side of 28 ¾ Road from the corner of North Avenue north to the end of the property, where Grand Mesa Little League Park property begins.

Budget: This request is for \$169,247.00. The review committee is supporting items in the request with an estimated cost of \$70,582.00. The 2007 budget allocation for Infill/Redevelopment Program is \$250,000.00 from the Economic Development Fund. To date, \$82,058.00 of the 2007 allocation has been awarded.

Action Requested/Recommendation: Approve an Incentive Reimbursement for Curb and Gutter in the Amount of \$70,582 as per the Review Committee Recommendation for The Plaza

Attachments:

Attachment 1 – Location on Infill and Redevelopment Maps

Attachment 2 – March 29, 2007 Memorandum from the review team to Scotty Investments

Attachment 3 – Revised figures provided by Tom Logue on July 3, 2007

Attachment 4 - The Infill and Redevelopment Application submitted by Tom Logue in October 2006

Background Information:

This request for money from the Infill and Redevelopment Program was reviewed by staff responsible for making recommendation to City Council regarding applications to the Infill and Redevelopment Program. The location is within the boundary for both infill and redevelopment (see Attachment 1) and the project meets the qualification criteria

for the infill and redevelopment program because it is vacant and meets the size requirements.

The site is located on the northeast corner of North Avenue and 28 $\frac{3}{4}$ Road and is the former location of Guyton's Fun Junction that included several structures related to the operation of the park and two single family structures. All of the structures have been torn down and the land is now vacant. The six parcels of land proposed for this redevelopment project total 5.99 acres meeting the minimum two acre requirement of the Infill and Redevelopment Program. The Grand Mesa Little League Park is the adjacent property to the north. All the surrounding uses are identified in a map included in the application (Attachment 4). This application is made in relation to two Pre-Applications for the shopping park, Planning file numbers PRE-2006-024 and PRE-2006-264.

Proposed Development

The proposed development includes six stand-alone commercial building pads at the corner of 28 $\frac{3}{4}$ Road and North Avenue. The application states that "a key element of the development will be the inclusion of a 'blanket' easement that covers the entire site with the exception of the structures that will allow a cross access and shared parking between each of the future uses located within the subdivision." The proposed uses for this site include two fast food restaurants, light retail sales, personal services and offices.

Development of this site does not include a requirement for half street improvements on 28 $\frac{3}{4}$ Road, but there is a requirement for a right turn lane to be installed on North Avenue. However, the City will be funding the right-turn lane improvements through the Transportation Capacity Payment (TCP) fund. This request is for reimbursement for desired street improvements along the east side of 28 $\frac{3}{4}$ Road. Review of this request included the following considerations:

1. The improvements for 28 $\frac{3}{4}$ Road are not scheduled in the existing CIP project plan until the year 2012.
2. According to engineering staff, there is no compromise of safety on 28 $\frac{3}{4}$ Road if the proposed improvements to 28 $\frac{3}{4}$ Road are not completed prior to 2012 because sidewalk exists on the west side of 28 $\frac{3}{4}$ Road.
3. Constructing curb and gutter along the east side of 28 $\frac{3}{4}$ Road would improve drainage. The sidewalk is desirable, especially with the proximity of the Grand Mesa Little League Park, but with no compromise in safety and the limited funding available for infill and redevelopment applications, the committee chose to recommend the curb and gutter and are hopeful that the applicant will continue with the plan for the sidewalk. If there was an unlimited amount of funding, the entire proposed improvements would be included in the recommendation for approved funding.
4. Drainage along this stretch of North Avenue has been a problem, especially between 28 $\frac{1}{2}$ Road and 29 Road. According to engineering staff, drainage would be substantially improved by the improvements proposed by this project. Comments from the Development Engineer support including item number 9 under the 28 $\frac{3}{4}$ Road section of Attachment 3, Irrigation and Storm Sewer for \$24,946.00. The engineer stated that this proposed improvement would definitely support better drainage. As stated above, the review team would

include the entire proposed improvements for 28 ¾ Road if the available funding was unlimited.

ISSUES TO CONSIDER

Resolution No. 87-04 that adopted implementation of an infill and redevelopment program states that:

“Implementation of a program to encourage development of Infill parcels and redevelopment of underutilized land within certain areas of the City of Grand Junction is beneficial for several reasons. Such development:

- Makes more efficient use of existing infrastructure including streets, water and sewer lines and other public facilities and services;
- Provides opportunities to reduce commuting distance/automobile dependency;
- May help to provide affordable housing within the City; and
- Reduces the demand for and impact from “end of the road” suburban sprawl. “

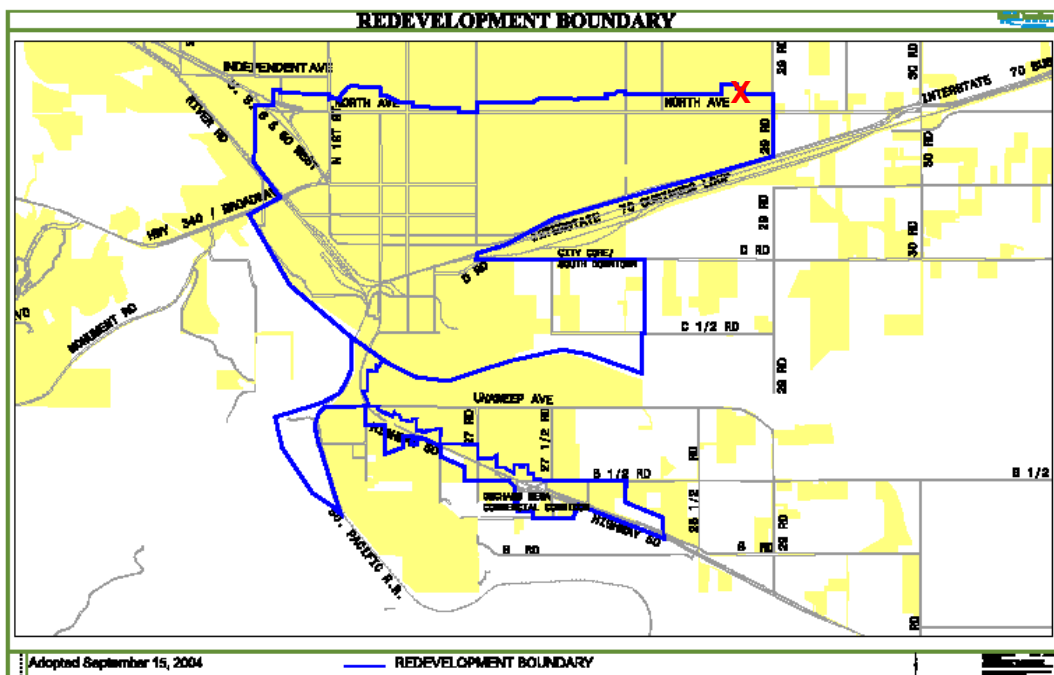
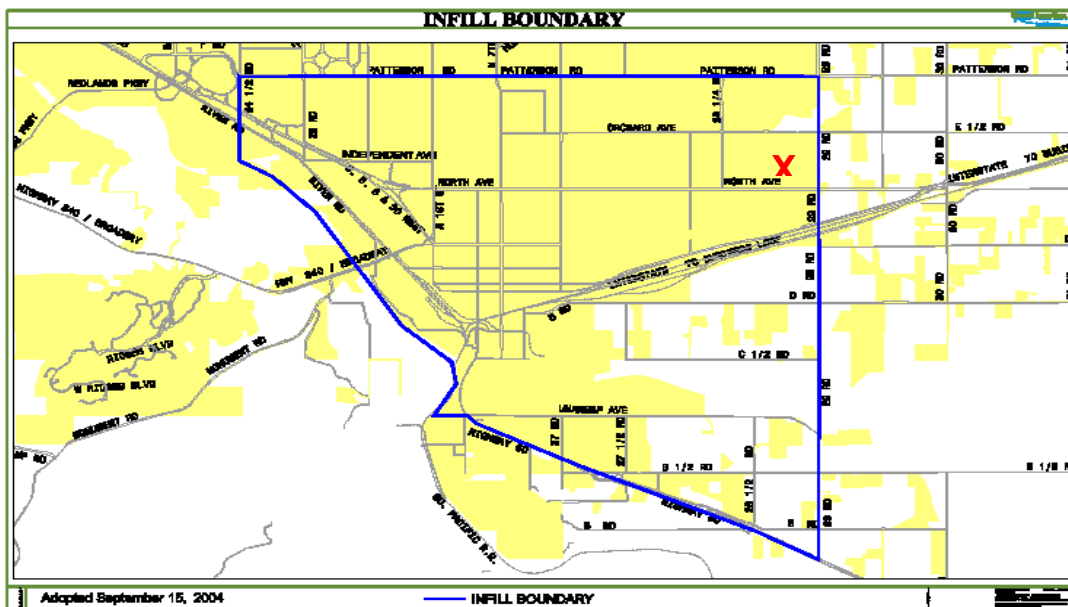
This request provides three of the four above public benefits.

CONCLUSION

After reviewing the application for funding from the Infill and Redevelopment Program, the review committee finds that the request does meet the requirements for the program. The project presents improvements to public infrastructure that would not otherwise be improved for several years. Availability of several proposed services that are connected and within walking distance provides opportunity to walk and reduce commuting distance. The requested improvements are in public right-of-way and total \$169,247. The review team supports improvements for the curb and gutter in the amount of \$70,582.

STAFF RECOMMENDATION

Staff recommends consideration of financial support, in part or in whole to this project in the amount of \$70,582 for curb and gutter improvements along the east side of 28 ¾ Road.



ATTACHMENT 2

TO: Scotty Investments, LLP. And In and Out. LLC.

C/O Tom Logue 537 Fruitwood Drive, Grand Junction, CO 81504

FROM: Ivy Williams, City Planning; ivyw@gicity.org ; 970-244-1446

DATE: March 29, 2007

SUBJECT: Redevelopment request for The Plaza on North Avenue

This is to follow-up my conversation with Tom Logue by telephone on March 27, 2007. The Infill/Redevelopment review committee discussed your project on March 23rd. The outcome of the meeting was:

- ◆ Improvements of 28 ¾ Road, including curb, gutter and sidewalk are in the City's Capitol Improvements Project list for 2013.
- ◆ There is no compromise of safety on 28 ¾ Road if the improvements stated above are not completed prior to 2013.
- ◆ Constructing curb and gutter along 28 ¾ Road would improve and/or enhance drainage.

The committee concluded that it would be best to recommend taking the portion of your application forward to City Council that has the public benefit of enhancing drainage along 28 ¾ Road. The committee recommends that the sidewalk construction is completed by the applicant for additional enhancement to the infrastructure of this neighborhood. City Engineering staff provided the following estimate for curb and gutter improvements.

Traffic Control	\$ 8,300.00
Mobilization	2,500.00
Survey	2,500.00
Curb and Gutter 740'	13,320.00
V-Pan	6,062.00
Asphalt – 240 tons	29,400.00
Design and Administration	8,500.00
Total Estimate	\$70,582.00

I also mentioned to Tom Logue that City Council has requested an opportunity to review the Infill/Redevelopment Program. Staff is scheduled to present information at a City Council workshop on April 30, 2007. The review committee recommends, and Tom seemed to agree, that we should wait for the outcome of that meeting before taking this request before City Council for discussion. We would tentatively schedule this item for hearing on May 16th, but will confirm that date after the April 30th Council workshop. The requested amount from the Infill/Redevelopment fund would be \$70,582.00.

Thank you for your patience as we work through this process. Let me know if you have questions.

Cc Infill/Redevelopment Review Committee members

REVISED FROM INITIAL APPLICATION

ATTACHMENT 3

NORTH AVENUE IMPROVEMENTS

ITE	DESCRIPTION	UNI	QUAN.	UNIT PRICE	TOTAL
M		T			
1	Mobilization	LS			\$2,500.00
2	Clear Right-of-Way	LS			\$3,000.00
3	Excavation	CY	712	\$8.00	\$5,696.00
4	Sub-Grade Preparation	SY	775	\$2.00	\$1,550.00
5	Class 3 ABC	TON	415	\$18.00	\$7,470.00
6	Class 6 ABC	TON	386	\$20.00	\$7,720.00
7	Grading SX HBP	TON	195	\$120.00	\$23,400.00
8	7'-0" Curbwalk	LF	236	\$35.00	\$8,260.00
9	Concrete Flatwork	SF	535	\$4.00	\$2,140.00
10	Irrigation & Storm Sewer	LS			\$46,650.00
11	Traffic Signal Up-grade	LS			\$50,000.00
12	Traffic Control Services	DAY	30	\$650.00	\$19,500.00
13	Traffic Control Signs	EA	2	\$500.00	\$1,000.00
14	Adjust Valves & Manholes	EA	2	\$500.00	\$1,000.00
15	Striping	LF	450	\$2.00	\$900.00
16	Design Engineering	LS			\$10,850.00
17	Project Administration	LS			\$7,250.00
18	Construction Staking	LS			\$5,400.00
19	Compliance Testing	LS			\$4,000.00
	Sub-Total				<u>\$208,286.00</u>
20	Contingency				<u>\$31,250.00</u>

TOTAL **\$239,536.00**

28 3/4 ROAD IMPROVEMENTS

ITE	DESCRIPTION	UNI	QUAN.	UNIT PRICE	TOTAL
M		T			
1	Mobilization	LS			\$2,500.00
2	Clear Right-of-Way	LS			\$3,000.00
3	Excavation	CY	775	\$8.00	\$6,200.00
4	Sub-Grade Preparation	SY	1,150	\$2.00	\$2,300.00
5	Class 3 ABC	TON	390	\$18.00	\$7,020.00
5	Class 6 ABC	TON	430	\$20.00	\$8,600.00
6	Grading SX HBP	TON	245	\$120.00	\$29,400.00
7	7'-0" Curbwalk	LF	560	\$35.00	\$19,600.00
8	Concrete Flatwork	SF	1,064	\$4.00	\$4,256.00
9	Irrigation & Strom Sewer	LS			\$24,946.00
10	Traffic Control Services	DAY	30	\$275.00	\$8,250.00
11	Traffic Control Signs	EA	2	\$500.00	\$1,000.00
12	Adjust Valves & Manholes	EA	2	\$500.00	\$1,000.00
13	Striping	LF	1,600	\$2.00	\$3,200.00
14	Design Engineering	LS			\$9,700.00
15	Project Administration	LS			\$7,250.00
16	Construction Staking	LS			\$5,450.00
17	Compliance Testing	LS			\$3,500.00
	Sub-Total				<u>\$147,172.00</u>
18	Contingency				<u>\$22,075.00</u>

TOTAL **\$169,247.00**

**INFILL and REDEVELOPMENT
APPLICATION**

**THE PLAZA ON NORTH AVENUE
28 3/4 ROAD PROJECT
OCTOBER, 2006**

PREPARED FOR:

**SCOTTY INVESTMENTS, LLP.
AND
IN AND OUT, LLC.
815 25 ROAD
GRAND JUNCTION, CO 81504**

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28 3/4 Road Project: Construct sidewalk, curb and gutter and widening along the east side of the street adjacent to The Plaza on North Avenue.



THOMAS A. LOGUE LAND DEVELOPMENT CONSULTANT
537 FRUITWOOD DRIVE · GRAND JUNCTION COLORADO 81504 · 970-434-8215



1st Application
Infill / Redevelopment
Application

Applicant: Scotty Investments, LLP., and, In and Out, LLC., William Shuman, manager

Street Address: 815 25 Road

City/State/Zip: Grand Junction, Colorado 81504

Telephone: 970-245-8266 Fax Number: 970-245-8370

Email Address: shumansllc@bresnan.net

Project Name/Description: THE PLAZA ON NORTH AVENUE, 28 ¼ ROAD IMPROVEMENTS

Site Location: N.E. 28 ¼ Road and North Avenue

Tax Parcel Number(s): 2943-074-00-038, 039, 056, 083, 112 & 113

Please answer the following questions

Please attach additional paper if needed.

1. Is the site within the City's geographically mapped area for: ✓ Infill ✓ Redevelopment
2. Does the site meet the definition of ✓ Infill or ✓ Redevelopment?
3. Describe how the site is compatible with the surrounding area and meets community values including compatibility with surrounding quality of design and site planning. **See Attached.**
4. Describe the project's feasibility. This should include the developer's resume of experience, whether project financing is in place and, for non-residential projects, what tenant commitments are in place. **See Attached.**
5. Within a distance of 1,000 feet, list any specific infrastructure projects planned and/or funded by the City or any proposed off-site contributions anticipated by the proposed project that address existing deficiencies as defined by the City. **See Attached.**
6. What is the level of sharing of City vs. private participation for specific enhancement request or code requirements? **See Attached.**

7. Does the proposed project include a mixture of uses? If so, describe the types and percentage. **See Attached.**

8. Is the proposed project part of an economic development recruitment. **No.**

9. Will the proposed project preserve or enhance any historic structure or site? Has the structure or site been inventoried by the City? **No.**

10. Does the proposed project include an affordable housing element? If so, provide details including how the project meets different HUD definitions for affordable housing. **No.**

11. Does the proposed project go beyond current Code requirements and provide enhanced architectural and design elements? If so, describe. **See Attached.**

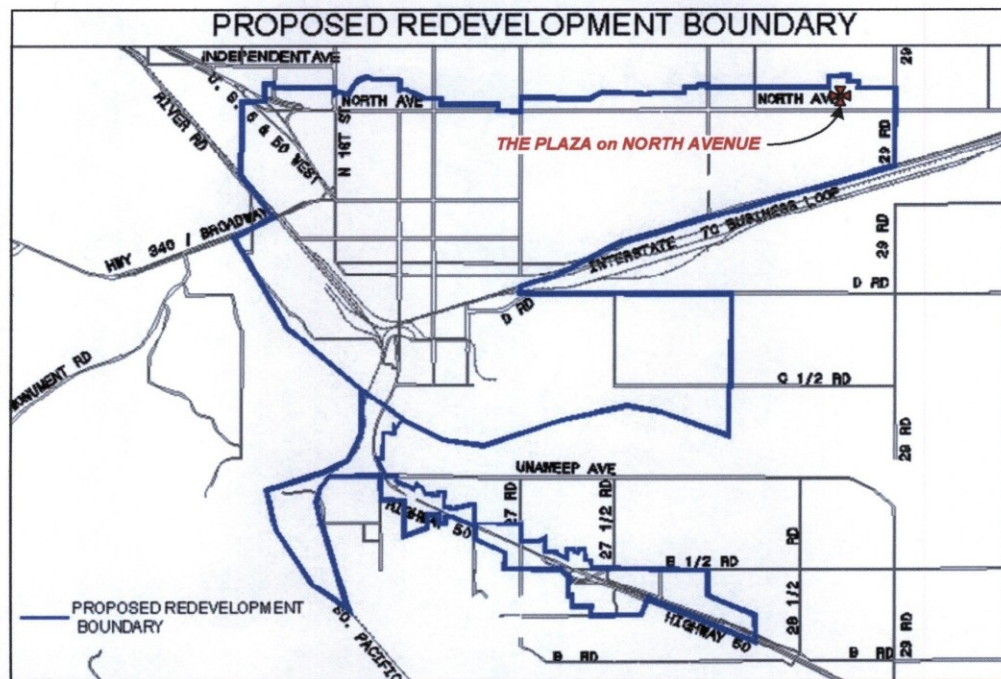
12. The following is a list of potential forms of City involvement. Please indicate (✓) the type of incentive you would like to be considered for and provide justification for your request.

	Applicant ✓	City Staff Approval
a. Expedited development review process.		
b. Assistance with city agency review.		
c. Deferral of fees (examples may include permitting fees, tap fees and impact fees).		
d. Density bonuses for residential projects.		
e. Proactive city improvements, i.e., "prime the pump" by investing in various city improvements prior to any private development commitment.		
f. Financial participation – because many desired projects are not viable without city participation and/or to reduce the relative land cost for redevelopment versus vacant property.	✓	
g. Contribution to enhancements / upgrades versus typical standards (for instance upgrading a split face block building treatment to a stone building treatment.)		
h. Off-site city improvements required by Code, i.e., access, undergrounding of utilities, streetscape, etc.		
i. City assemblage of development parcels for redevelopment bids.		

REQUEST – This application is requesting assistance for the construction of street improvements along the west side of 28 3/4 Road adjacent to The Plaza on North Avenue. The purpose of this narrative statement, and accompanying drawings, is intended to provide an overview of the project and proposed redevelopment efforts utilizing the City of Grand Junction's Infill and Redevelopment Program.

APPLICANT – The applicant, Scotty Investments, LLP. and In and Out LLC. is comprised of several individuals and managed by: William Shuman of Grand Junction. Since 1981, Scotty Investments, LLP. have, and currently are conducting, numerous business and land development endeavors in the Grand Junction area.

LOCATION – The Plaza on North Avenue consists of six parcels of land totaling 5.99 acres on the northeast corner of 28 3/4 Road and North Avenue and is also located with the boundary of the City's Infill and Redevelopment Program.



PRIOR LAND USE – Before the applicant acquired the subject property, the site was dominated by an outdoor entertainment center know as, "Fun Junction" consisting of six structures directly related to the amusement park operations. Additionally, two mature single family dwellings were located on the property. As of this date all of the existing structures have been demolished.

PRIOR LAND USE (2002 Air Photo)

LAND USE INDEX	
ID	USE
1	Vacant Land
2	Storage Building
3	Paved Parking
4	Office Building
5	Arcade Building
6	Concession Building
7	Dwelling

Property Boundary
5.99 ac.

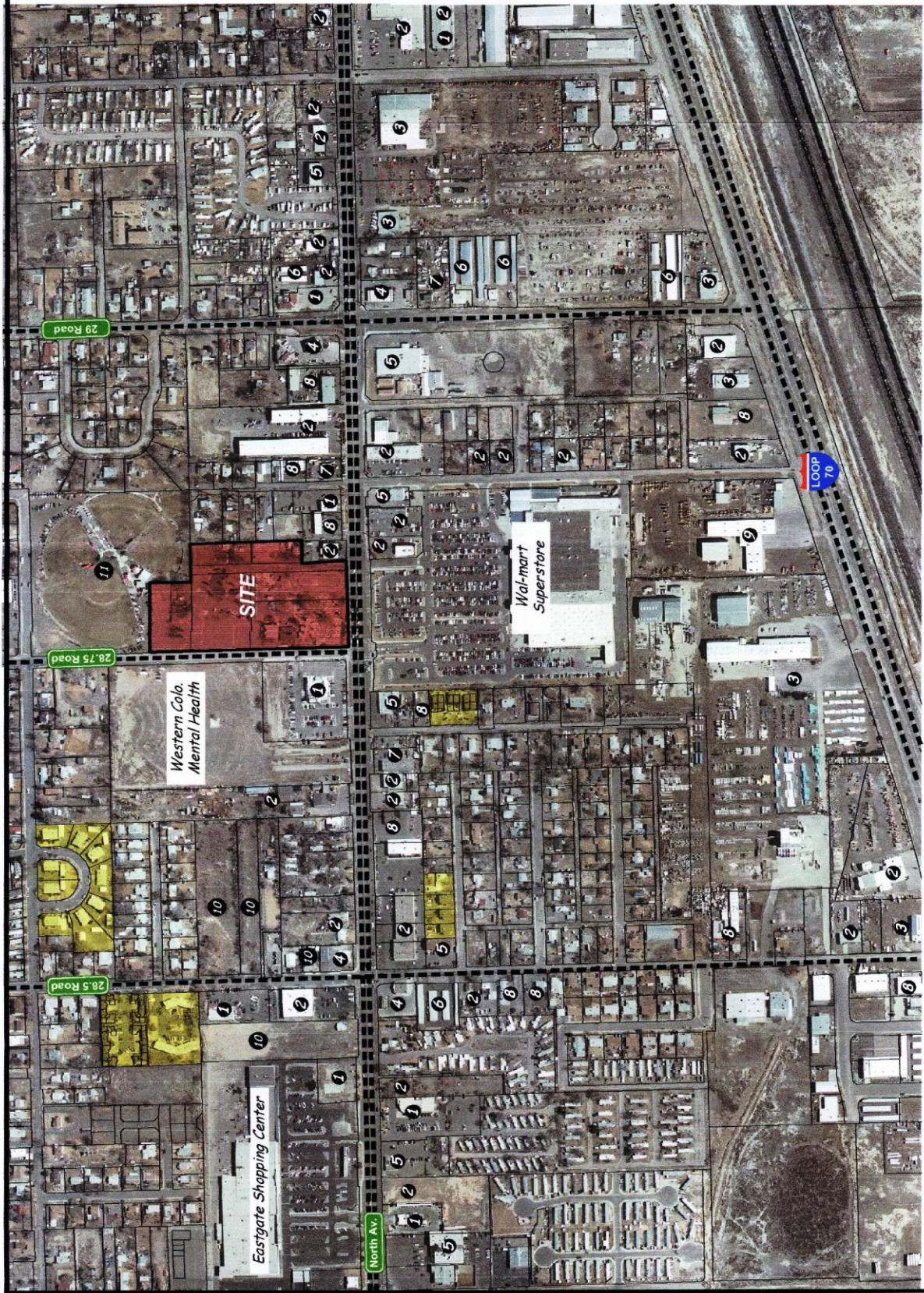


Scale: 1"=100'

SURROUNDING LAND USE - The surrounding land uses in the vicinity of the subject property are considered to be "high" intensity. Surrounding Land Uses in the immediate vicinity of the subject property are depicted on the accompanying Surrounding Land Use Map that shows the configuration of various nearby properties in relationship to the subject site. The following chart describes the various adjacent land uses"

NORTHWEST	NORTH	NORTHEAST
A MIX OF MULTI-FAMILY AND SINGLE FAMILY DWELLINGS ON SMALL LOTS. COLORADO WEST MENTAL HEALTH CENTER.	SINGLE FAMILY DWELLINGS ON SMALL LOTS. GRAND MESA LITTLE LEAGUE BALL PARK	SINGLE FAMILY DWELLINGS ON SMALL LOTS. GRAND MESA LITTLE LEAGUE BALL PARK
WEST	SITE	EAST
COLORADO WEST MENTAL HEALTH CENTER. TEXAS ROADHOUSE RESTAURANT		SINGLE FAMILY DWELLINGS AUTOMOTIVE REPAIR SHOP RETAIL SALES BUSINESSES
SOUTHWEST	SOUTH	SOUTHEAST
AUTOMOTIVE REPAIR SHOPS. A MIX OF MULTI-FAMILY AND SINGLE FAMILY DWELLINGS ON SMALL LOTS.	WAL-MART CENTER	VARIOUS RETAIL SALES BUSINESSES

A study of 94 individual parcels of land generally located between 28 1/4 Road and Melody Lane, west and east of the subject site respectfully, and the I-70 Business Loop and those parcels adjacent to the north side of North Avenue. The studied parcels are depicted on the Surrounding Land Use Map on the next page. The area is dominated by retail sales and service endeavors. In addition to the Wal Mart adjacent to the property, the Grand Mesa Little League's ball park is located along the properties north boundary. Nisley Elementary School is located approximately 1,200 feet north of the property along the west side of 28 3/4 Road.



ID No.	USE DESCRIPTION
1	Restaurant
2	General Retail Sales
3	Commercial Sales and Service
4	C-Store, Fuel Sales
5	Office
6	Indoor Storage
7	Auto/RV Sales
8	Auto Repair
9	Heavy Equipmt. Repair/Sales
10	Vacant Commercial Land
11	Public/Recreational
12	Church
	Multi-Family

Date: February, 2006
 Scale: 1 in. = 400 ft.



THOMAS A. LOGUE
 LAND DEVELOPMENT CONSULTANT
 537 FRUITWOOD DRIVE, GRAND JUNCTION, CO 81504
 970-434-8215

PREPARED FOR:
**IN AND OUT, L.L.C. &
 SCOTTY INVESTMENTS, LLP.**
 815 25 ROAD
 GRAND JUNCTION, CO 81504

THE PLAZA ON NORTH AVENUE
 GRAND JUNCTION, COLORADO

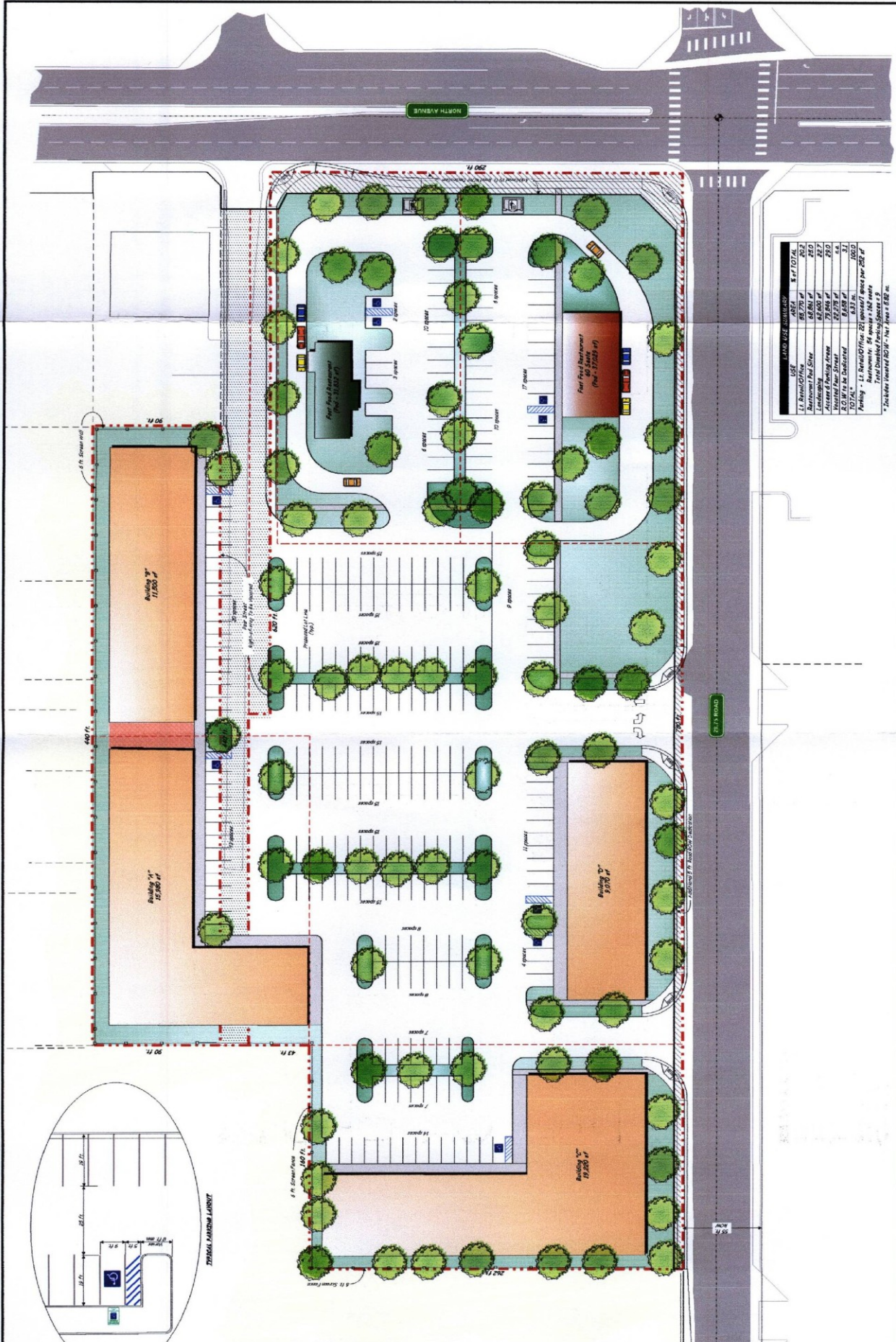
SITE DEVELOPMENT PLAN – The accompanying Site Development Plan depicts the relationship of each building site to the property boundary, roadway access and adjacent parcels. The plan calls for the ultimate development of six stand alone commercial building pads. A key element of the development will be the inclusion of a “blanket” easement that covers the entire site with the exception of the structures. This easement will allow cross access and shared parking between each of the future uses that will be located within the subdivision. Additionally, it will also be utilized as a utility easement.

Each of the individual pad sites may be constructed upon independently. Future uses will be from those presently allowed by the *Zoning and Development Code* in the C-1 land use zone designation. Future uses are anticipated to be: two fast food restaurants, light retail sales, personal services, and offices. In addition to the current commitments by two fast food operations, the applicant has secured cash deposits from 13 individuals for all of the area within the planned buildings. Funding for the planned re-development efforts on the property of almost two million dollars has been obtained from a local lending institution.

LAND USE SUMMARY		
<i>USE</i>	<i>AREA</i>	<i>% of TOTAL</i>
<i>Lt. Retail/Office</i>	<i>63,100 sf</i>	<i>22.9</i>
<i>Restaurant Pad Sites</i>	<i>62,700 sf</i>	<i>22.7</i>
<i>Landscaping</i>	<i>49,952 sf</i>	<i>17.9</i>
<i>Access & Parking Areas</i>	<i>91,825 sf</i>	<i>33.3</i>
<i>Vacated Pear Street</i>	<i>22,275 sf</i>	<i>n.a.</i>
<i>R.O.W to be Dedicated</i>	<i>8,658 sf</i>	<i>3.2</i>
TOTAL*	6.33 ac.	100.0
<i>Parking - Lt. Retail/Office: 213 spaces/1 space per 273 sf</i>		
<i>Parking – Restaurant: 51 spaces = 162 seats</i>		
<i>* Includes Vacated ROW</i>		

In addition to the previously mention clearing of the property, the following activities has occurred:

1. A neighborhood meeting has been held.
2. A Growth Plan Amendment has obtained for one of the parcels.
3. A change in land use zone from RMF-8 to C-1 has been obtained on one of the parcels.
4. Two - Pre-application conferences have been held.
5. A Traffic Impact Study has been conducted.
6. A subsurface soils and geotechnical report has been completed.



REVISIONS

DATE: September, 2006
 Scale: 1/8" = 1' 0"
 Central Merge
 PG. No.:

PREPARED BY:
 THOMAS A. LOUHE
 807 FARMWOOD DRIVE, GRAND JUNCTION, COLORADO 81501
 970-244-4818

PREPARED FOR:
 IN AND OUT, LLC & SCOTTY INVESTMENTS, LLP
 GRAND JUNCTION, CO 81508
 970-248-2500

**SKETCH PLAN FOR:
 THE PLAZA ON NORTH AVENUE
 GRAND JUNCTION, COLORADO**

**SITE DEVELOPMENT PLAN
 Version: 2.0**

SHEET
 1
 OF 1 SHEETS

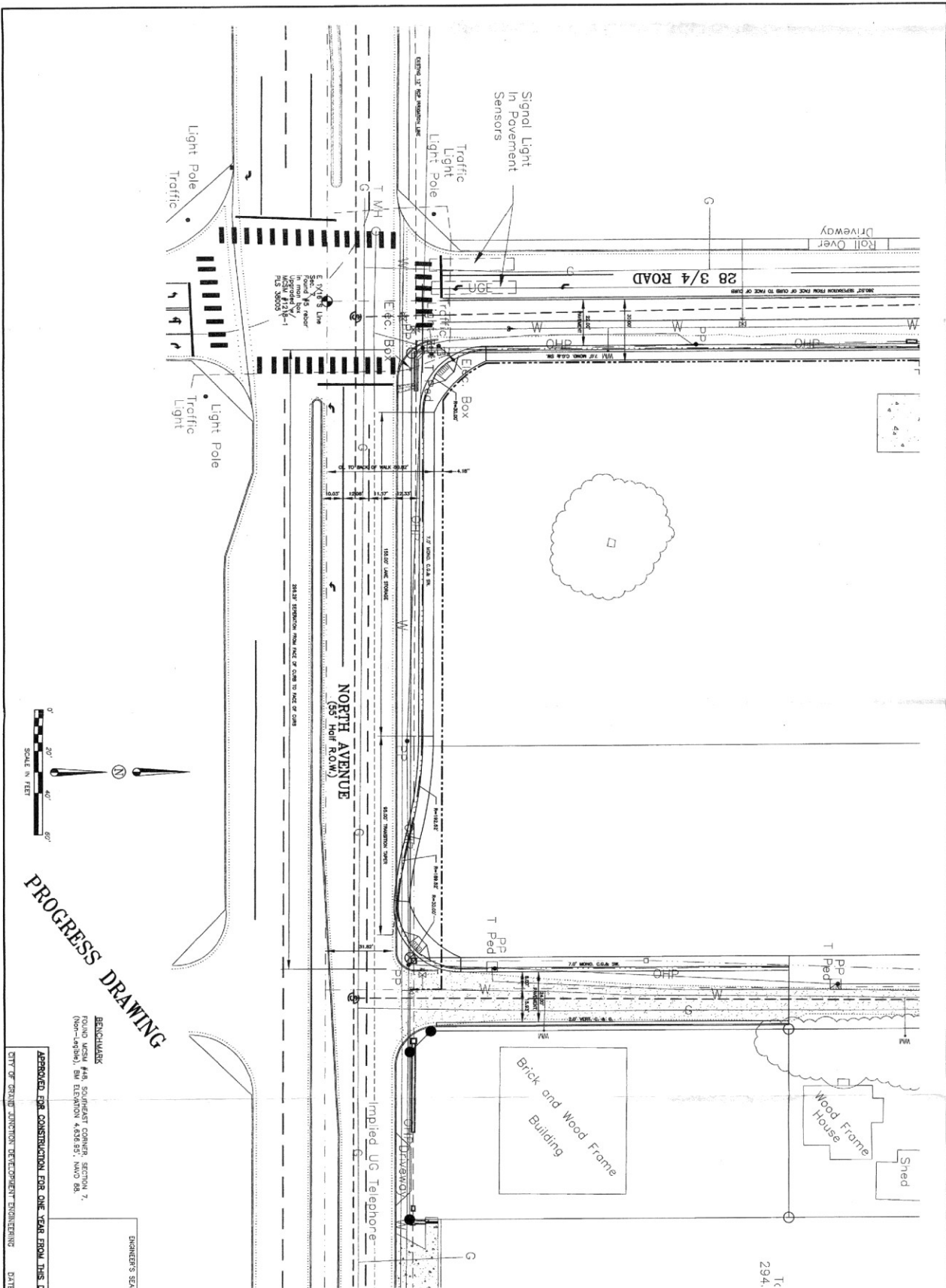
PROPOSED STREET IMPROVEMENTS – The accompanying drawings indicate the initial geometry for the planned improvements on North Avenue and 28 3/4 Road. The improvements are based on recommendations contained within the Traffic Impact Study.

Major elements of the proposed improvements to North Avenue include:

1. A west bound right turn lane for 28 3/4 Road.
2. A seven foot wide sidewalk, curb and gutter.
3. Relocation, or possible under grounding of overhead power lines.
4. Upgrades to the existing traffic signal.
5. Upgrade the existing irrigation and drainage system adjacent to North Avenue and under 28 3/4 Road.
6. Improvements at the Pear Street intersection.
7. Reconfigure the existing center island at Harris Road.

In order to upgrade 28 3/4 Road from its current minor collector status to a major collector the following major elements are proposed:

1. A seven foot wide sidewalk, curb and gutter adjacent to the sites west boundary.
2. Widen the pavement surface four to five feet.
3. Striping for a new bike line along the east side of the roadway.
4. Two new access driveways.
5. Under ground the existing overhead power and communication lines.
6. Relocated and upgrade the existing irrigation delivery system.



PROGRESS DRAWING

BENCHMARK
 FOUND NEAR #48, SOUTHEAST CORNER SECTION 7,
 (N68-4953h), BM ELEVATION 4,536.85', NAVD 88.

APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE

CITY OF GRAND JUNCTION DEVELOPMENT ENGINEERING DATE

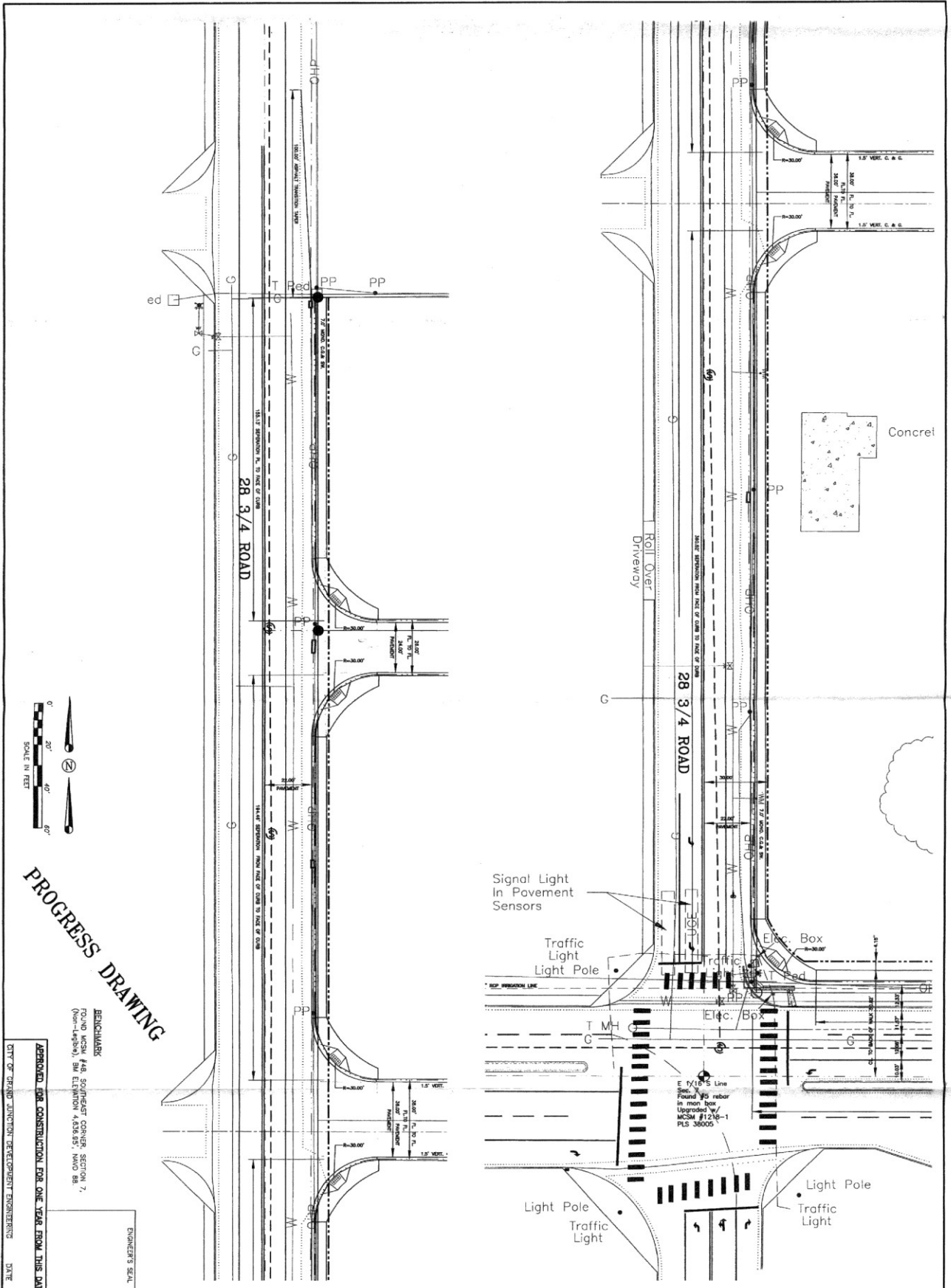
NO. REVISIONS	DATE

DATE: 09/18/06
 SCALE: 1"=20'
 DRAWN BY: M.D.S.

SHEET OS1 OF OS2

OFFSITE ROADWAY IMPROVEMENTS PLAN
THE PLAZA ON NORTH AVENUE
 GRAND JUNCTION, COLORADO

C.C.T.
Colorado Civil Technologies, Inc.
 1231 North 25th Street, Suite #204
 Grand Junction, CO 81501
 Phone (970) 256-7700 Fax (970) 256-7704



PROGRESS DRAWING

BENCHMARK
 FOUND NCSN #48 SOUTHEAST CORNER SECTION 7,
 (North-South), 5th ELEVATION 4,536.85, NAD 83

APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE
 CITY OF GRAND JUNCTION DEVELOPMENT ENGINEERING DATE

ENGINEER'S SEAL

DATE	09/18/06
SCALE	1"=20'
SHEET	1 OF 2
PROJECT	052

OFFSITE ROADWAY IMPROVEMENTS PLAN
 THE PLAZA ON NORTH AVENUE
 GRAND JUNCTION, COLORADO

C.C.T.
Colorado Civil Technologies, Inc.
 1251 North 25th Street, Suite #204
 Grand Junction, CO 81501
 Phone (970) 256-7700 Fax (970) 256-7704

COST ANALYSIS – Following is an initial cost analysis that also includes anticipated Transportation Impact Fees (TIF) that will be generated by The Plaza on North Avenue, North Avenue and 28 3/4 Road upgrades. The accompanying cost estimates are based on today's costs and are subject to future economic fluctuations and inflation. These estimates are an opinion without the benefit of final approved construction documents and are based on previous projects which are similar in nature prior to the estimate date. These estimates should not be considered as a guarantee that the project can be constructed within the estimated amounts.

ANTICIPATED TIF ESTIMATE

ITEM	USE	UNIT	FEE	QUAN.	TOTAL
1	Fast Food Restaurant	1,000.00 sf	\$ 6,949.00	4, 850 sf	\$ 33,703
2	Shopping Center (0 – 99 ksf)	1,000.00 sf	\$ 2,525.00	63,100 sf	\$ 159,330
TOTAL					\$193,033.00

NORTH AVENUE IMPROVEMENTS

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL
1	Mobilization	LS			\$2,500.00
2	Clear Right-of-Way	LS			\$3,000.00
3	Excavation	CY	712	\$8.00	\$5,696.00
4	Sub-Grade Preparation	SY	775	\$2.00	\$1,550.00
5	Class 3 ABC	TON	415	\$16.00	\$6,640.00
6	Class 6 ABC	TON	386	\$20.00	\$7,720.00
7	Grading SX HBP	TON	195	\$120.00	\$23,400.00
8	7'-0" Curbwalk	LF	236	\$18.00	\$4,248.00
9	Concrete Flatwork	SF	535	\$4.00	\$2,140.00
10	Irrigation & Storm Sewer	LF	430	\$15.00	\$6,450.00
11	Irrigation Structures	EA	3	\$1,200.00	\$3,600.00
12	Area Inlets	EA	1	\$1,500.00	\$1,500.00
13	Utility Relocation	LS			\$7,500.00
14	Traffic Signal Up-grade	LS			\$50,000.00
15	Traffic Control Services	DAY	30	\$650.00	\$19,500.00
16	Traffic Control Signs	EA	2	\$500.00	\$1,000.00
17	Adjust Valves & Manholes	EA	2	\$500.00	\$1,000.00
18	Striping	LF	450	\$2.00	\$900.00
19	Design Engineering	LS			\$9,500.00
20	Project Administration	LS			\$5,000.00
21	Construction Staking	LS			\$4,000.00
22	Compliance Testing	LS			\$3,000.00
	Sub-Total				\$169,844.00
23	Contingency				\$23,450.00
TOTAL					\$193,294.00

28 3/4 ROAD IMPROVEMENTS

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL
1	Mobilization	LS			\$2,500.00
2	Clear Right-of-Way	LS			\$3,000.00
3	Excavation	CY	775	\$8.00	\$6,200.00
4	Sub-Grade Preparation	SY	1,150	\$2.00	\$2,300.00
5	Class 3 ABC	TON	390	\$16.00	\$6,240.00
5	Class 6 ABC	TON	430	\$20.00	\$8,600.00
6	Grading SX HBP	TON	245	\$120.00	\$29,400.00
7	7'-0" Curbwalk	LF	560	\$18.00	\$10,080.00
8	Concrete Flatwork	SF	1,064	\$4.00	\$4,256.00
9	Irrigation Piping	LF	800	\$15.00	\$12,000.00
10	Irrigation Structures	EA	3	\$1,200.00	\$3,600.00
11	Traffic Control Services	DAY	30	\$500.00	\$15,000.00
12	Traffic Control Signs	EA	2	\$500.00	\$1,000.00
13	Adjust Valves & Manholes	EA	2	\$500.00	\$1,000.00
14	Striping	LF	1,600	\$2.00	\$3,200.00
15	Design Engineering	LS			\$7,800.00
16	Project Administration	LS			\$4,000.00
17	Construction Staking	LS			\$3,000.00
18	Compliance Testing	LS			\$3,000.00
	Sub-Total				<u>\$126,176.00</u>
19	Contingency				<u>\$17,250.00</u>
	TOTAL				\$143,426.00

DEVELOPMENT SCHEDULE – Development of The Plaza on North Avenue will occur in a phased fashion. It is the applicant's desire to complete construction on the North Avenue and 28 3/4 Road improvements before irrigation water is delivered next spring. It is anticipated that construction on the re-developed site will begin early spring 2007. Occupancy of the first building will most likely occur during the summer.

EVALUATION OF REQUEST – The request for a public expenditure of the estimated \$143,426.00 improvement to 28 3/4 Road is justified due to the following:

- ✓ The west side of 28 3/4 Road adjacent to the Mental Health Center and the Texas Roadhouse property is fully improved. Improvement to the east side would provide 0.15 miles of new fully improved major collector for the public.
- ✓ According to the Traffic Study, a need currently exists for additional improvements to 28 3/4 Road near its intersection with North Avenue.
- ✓ The improvement will provide an additional level of safety for pedestrians and bicycles that use 28 3/4 Road to access the Grand Mesa Little League ball park and Nisley Elementary School.
- ✓ The improvement also will provide an additional level of safety for the residents of the neighborhood who walk or ride bikes to the Wal Mart Supercenter and other area businesses.
- ✓ Property values in the immediate vicinity of the improvements will be enhanced.

- ✓ The applicant will underground the existing overhead utility lines adjacent to 28 3/4 Road at their expense.
- ✓ The applicant will provide additional road right-of-way at no expense to the public.
- ✓ The improvements will augment the visual appearance of the surrounding neighborhood.
- ✓ The improvements include upgrades to an old irrigation delivery system.
- ✓ Because of the current trend of major inflationary costs for construction related building materials for public road improvement projects, money can be saved by completing the improvements now verses several years in the future.
- ✓ If the proposed improvements are completed in conjunction with the upgrades to North Avenue, together with the on-site re-development activities, additional savings will be realized, if the same contractor is utilized.

Attach 31

Authorize the Human Resources Manager to Terminate Retirement Plans

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA						
Subject	Authorize the Human Resources Manager to Make Changes to the Employee Retirement Accounts Provider and Trustee					
Meeting Date	July 18, 2007					
Date Prepared	July 18, 2007				File #	
Author	John Shaver			City Attorney		
Presenter Name	John Shaver			City Attorney		
Report results back to Council		No		Yes	When	
Citizen Presentation		Yes	x	No	Name	
	Workshop	X		Formal Agenda	X	Consent
						Individual Consideration

Summary: Approval of proposed resolution for the August 1, 2007 termination of Wells Fargo and the appointment of ICMA-RC and Investors Bank and Trust to provide trustee and retirement account services.

Budget: No direct cost to the City; the soft dollar costs of selection and oversight of the plans and provider has not been quantified.

Action Requested/Recommendation: Adoption of the proposed resolution authorizing the Human Resources manager to terminate Wells Fargo effective August 1, 2007 as Trustee for certain of employee the retirement plans and designate ICMA-RC as the Plans provider and to name Investors Band and Trust as the successor trustee. It is further requested that the Council authorize and direct Human Resources Manager Hazelhurst to take any and all other action that is necessary or required to affect the changes to the plans and to communicate the same to ICMA-RC, IBT and Wells Fargo as if with full authority of the Council.

Attachments: Proposed resolution.

RESOLUTION NO. ___-07

AUTHORIZING THE HUMAN RESOURCES MANAGER TO TERMINATE THE CITY RETIREMENT PLAN PROVIDER AND TRUSTEE, TO DESIGNATE A SUCCESSOR PLAN PROVIDER AND TRUSTEE AND TO TAKE ANY AND ALL OTHER NECESSARY OR REQUIRED ACTION RELATED THERETO

RECITALS:

The City provides various employee retirement plans for its employees ("Plans"). Earlier this year, following a solicitation and selection process, the various boards of the retirement plans (new hire police, new hire fire and the general employees) unanimously selected ICMA-RC as the plans provider. The trustee of the Plans assets will be Investors Bank and Trust also known as IBT.

The transition from Wells Fargo to ICMA-RC has been duly authorized by each board and has been facilitated by the City's Human Resources division. In order to complete the transition of the management and administration of the Plans, the City Council does hereby authorize and direct Claudia Hazelhurst, Human Resources Manager, to terminate Wells Fargo, to designate ICMA-RC as the Plans provider and to name IBT as the successor trustee.

Human Resources Manager Hazelhurst is further authorized and directed to take any and all other action that is necessary or required to affect the changes to the Plans.

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

That Claudia Hazelhurst, Human Resources Manager is authorized to terminate Wells Fargo effective August 1, 2007 as Trustee for the Plans and designate ICMA-RC as the Plans provider and to name Investors Band and Trust as the successor trustee.

Human Resources Manager Hazelhurst is further authorized and directed to take any and all other action that is necessary or required to affect the changes to the Plans and to communicate the same to ICMA-RC, IBT and Wells Fargo as if with full authority of the Council.

PASSED and ADOPTED this 18th day of July 2007.

Bonnie Beckstein
President of the City Council Pro Tem

ATTEST:

Stephanie Tuin
City Clerk

**Attach 32
Appointment of City Manager**

RESOLUTION NO. ____-07

A RESOLUTION APPOINTING LAURIE M. KADRICH AS CITY MANAGER

RECITALS:

Pursuant to §56 of the Grand Junction City Charter, the City Council shall appoint a City Manager, who shall be the Chief Executive Officer to the City.

The City Council has determined that Laurie M. Kadrich shall be appointed to that office, having demonstrated that she possesses experience in city management as required by the Charter.

Ms. Kadrich has served as the Acting City Manager since May 2007 following her appointment as Deputy City Manager in January of that year.

Prior to her service for the City, Ms. Kadrich was the manager of Cody, Wyoming.

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

Laurie M. Kadrich is appointed as City Manager for the City of Grand Junction, effective immediately. The appointment is subject to final negotiation and adoption of a mutually acceptable employment contract.

Passed and adopted this ____ day of _____ 2007.

Bonnie Beckstein
President of the Council Pro Tem

Attest:

Stephanie Tuin
City Clerk

Attach 33
City-Owned Property Adjacent to Tiara Rado

RESOLUTION NO. ___-07

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION TO AMEND THE
GROWTH PLAN
DESIGNATION FOR THE CITY PROPERTY LOCATED AT 2064 S. BROADWAY IN
THE CITY OF GRAND JUNCTION, COLORADO

RECITALS:

The City owns the property located at 2064 S. Broadway (“Property”). Presently the Property is used as a golf driving range and learning center. The Property was purchased with the expectation that it would be developed as an additional nine holes for the Tiara Rado golf course. The Property is designated by the City Growth Plan as Park.

The Parks and Recreation Advisory Board has recommended that the property be developed and that nine additional golf holes are needed to serve the needs of the golfing population.

A private developer has expressed an interest in partnering with the City to develop a golf course community together with nine additional golf holes on the Property and other property controlled by the developer. The City Council does hereby authorize the City Manager to file an application to review and amend the Growth Plan designation on the Property to possibly join in the development. The application would allow development to be considered but is not an approval of any development.

It is understood and agreed by the City Council that the filing of an application does the following:

1. allows the City staff and the developer to explore the possibility of developing a public-private partnership for the development of the Property;
2. establishes an opportunity for but does not commit the City to develop a golf course with the developer or any other person;
3. may result in more efficient use of the Property;
4. provides the City Council with the opportunity to review the evidence in support and opposed to an application to amend the Growth Plan designation in accordance with its Code and the standards established by City processes;

The Growth Plan is a guide to public and private growth decisions through the year 2010. Because it is a statement of the community's vision for its own future and a road map providing direction to achieve that vision it is important that it be revisited from time to time. The assumptions of the Growth Plan are nearing the end of the anticipated planning horizon.

The view of the future expressed in the Growth Plan is shaped by community values, ideals and aspirations about the best management of the community's resources. It is for these reasons that the City Council determines that it is proper to evaluate the current designation of the Property.

In addition to defining the community's view of its future, the Growth Plan describes the actions the community can take to achieve the desired future, including amending any designation. Property owned by the City is no exception. The Plan establishes policies and programs the City may use to address the many physical, economic and social issues facing the community and because it is a living document the designations that it provides must be reviewed and as appropriate amended. The Growth Plan must be a means to evaluate possible community change to achieve the desired quality of life.

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

That the City Manager and/or City Attorney are authorized to file an application to amend the Growth Plan designation for the City property located at 2064 S. Broadway in the City of Grand Junction, Colorado.

PASSED and ADOPTED this 18th day of July 2007.

Bonnie Beckstein
President of the City Council Pro Tem

ATTEST:

Stephanie Tuin
City Clerk