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**CITY COUNCIL AGENDA  
CITY HALL AUDITORIUM, 250 NORTH 5<sup>TH</sup> STREET  
MONDAY, SEPTEMBER 17, 2007, 7:00 P.M.**

**Call to Order**

Pledge of Allegiance  
Invocation—Eldon Coffey, Retired Pastor

**Proclamations, Recognitions, and Presentations**

Proclaiming October 2007 as “Breast Cancer Awareness Month” in the City of Grand Junction

Proclaiming October 2007 as “Kids Voting Month” in the City of Grand Junction

United Way Pacesetter Campaign Wrap Up

**Council Comments**

**Citizen Comments**

**\*\*\* CONSENT CALENDAR \*\*\*®**

1. **Minutes of Previous Meetings**

**[Attach 1](#)**

**Action: Approve the Minutes of the September 5, 2007 Regular Meeting**

\*\*\* Indicates New Item

® Requires Roll Call Vote

2. **Option Agreement for the Sale of Property Located at 3<sup>rd</sup> and Main to Western Hospitality, LLC** [Attach 2](#)

Western Hospitality, LLC, in response to an RFP offered to purchase the City owned property located at 238 Main Street, is offering \$30 per square foot, for a total of \$656,250.00 for the property. City Staff and Western Hospitality have developed a purchase plan which includes an Option Agreement for the sale and purchase of the property. The Option Agreement includes a due diligence period in which the Buyer will investigate the feasibility of redevelopment of the property.

*Action:* Authorize the City Manager to Execute the Option Agreement for the Sale and Purchase of Real Property.

Staff presentation: John Shaver, City Attorney

3. **Purchase Parcel of Land Adjacent to Visitor Center** [Attach 3](#)

Contract to purchase an atypical, triangular-shaped parcel of land adjacent to the Visitor Center.

*Action:* Authorize the Visitor & Convention Bureau to Execute a Contract to Purchase Parcel #2701-364-00-029 from the Biggs Heirs LLC in the Amount of \$8,800

Staff presentation: Debbie Kovalik, VCB Executive Director

4. **Setting a Hearing on Rezoning Sunpointe North Subdivision (Proposed Ruby Ranch Subdivision) Located on the Southwest Corner of 26 Road and G ½ Road** [File #PP-2007-058] [Attach 4](#)

A request to rezone the subject property from R-2 (Residential—2 units per acre) to R-4 (Residential—4 units per acre), to be in compliance with the Growth Plan.

Proposed Ordinance Rezoning 8.42 Acres of Land Known As Sunpointe North Subdivision Located on the Southwest Corner of 26 Road and G ½ Road from R-2 to R-4

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

Staff presentation: Lori V. Bowers, Senior Planner

5. **Setting a Hearing on Vacating Lujan Circle Right-of-Way and Utility Easements Shown on the Sunpointe North Subdivision Plat** [File #PP-2007-058] [Attach 5](#)

Located near the southwest corner of 26 Road and G ½ Road, Lujan Circle is a dedicated yet not constructed right-of-way, with a couple of utility easements shown on the Sunpointe North Subdivision plat. The request to vacate this right-of-way and utility easements is subject to approval and recordation of a final plat that is compliant with the Zoning and Development Code for the future Ruby Ranch Subdivision.

Proposed Ordinance Vacating Undeveloped Right-of-Way Known as Lujan Circle and Several Drainage, Irrigation and Utility Easements as Shown on the Sunpointe North Subdivision Plat Located at the Southwest Corner of 26 Road and G ½ Road

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

Staff presentation: Lori V. Bowers, Senior Planner

6. **Setting a Hearing on Rim View Estates Annexation Located at 595 21 ⅛ Road** [File #ANX-2007-251] [Attach 6](#)

Request to annex 4.70 acres, located at 595 21 ⅛ Road. The Rim View Estates Annexation consists of one parcel and includes a portion of the 21 ⅛ Road and South Broadway rights-of-way. The property is located on the southwest corner of South Broadway and 21 ⅛ Road in the Redlands.

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

Resolution No. 130-07—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, Rim View Estates Annexation, Located at 595 21 ⅛ Road and also Includes a Portion of the South Broadway and 21 ⅛ Road Rights-of-Way

*®Action: Adopt Resolution No. 130-07*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Rim View Estates Annexation, Approximately 4.70 Acres, Located at 595 21 ⅛

Road and also Includes a Portion of the South Broadway and 21 1/8 Road Rights-of-Way

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

Staff presentation: Faye Hall, Associate Planner

7. **Setting a Hearing on the Bookcliff Land and Building Annexation Located at 564 29 Road** [File #ANX-2007-232] [Attach 7](#)

Request to annex 2.93 acres, located at 564 29 Road. The Bookcliff Land and Building Annexation consists of one parcel and includes a portion of the 29 Road right-of-way. This property is located on the east side of 29 Road just south of Dawn Drive. This parcel is better known as the old Bookcliff Veterinary site.

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

Resolution No. 131-07—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, Bookcliff Land and Building Annexation, Located at 564 29 Road and Including a Portion of the 29 Road Right-of-Way

Action: *Adopt Resolution No. 131-07*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Bookcliff Land and Building Annexation, Approximately 2.93 Acres, Located at 564 29 Road and Including a Portion of the 29 Road Right-of-Way

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

Staff presentation: Faye Hall, Associate Planner

8. **I-70 and Horizon Drive Landscape Improvements Change Order No. 2** [Attach 8](#)

Change Order No. 2 is for the installation of colored flat work adjacent to Horizon Drive. This work was directed and funded by the Horizon Drive Business

Improvement District. This change order also reflects additional traffic control required for the installation of the tile mosaics and actual quantities installed for the project.

*Action: Authorize the City Manager to Sign Change Order No. 2 for the I-70 and Horizon Drive Landscape Improvements to GH Daniels III and Associates in the Amount of \$47,645.24*

Staff presentation: Tim Moore, Public Works and Planning Director

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

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

9. **Infill and Redevelopment Request—Waterline and Street Improvements along Crawford Avenue in the Riverside Neighborhood** [File #INR-2007-257] [Attach 9](#)

This is a request for infill incentives for a water line and street improvements along Crawford Avenue in the Riverside neighborhood. The project is in the infill boundary area.

*Action: Review the Request for Funds and Choose Whether to Allocate Funds up to \$58,000.00*

Staff presentation: Ivy Williams, Development Services Supervisor

10. **Infill and Redevelopment Request—Corner Square at the Southwest Corner of N. 1<sup>st</sup> Street and Patterson Road** [File #INR-2007-246] [Attach 10](#)

This is a request for infill / redevelopment incentives for undergrounding utilities along Ranchman's Ditch on Patterson as part of a project known as Corner Square at the southwest corner of N. 1<sup>st</sup> Street and Patterson Road. The project is in the infill boundary area.

*Action: Review the Request for Funds and Choose Whether to Assist with the Financial Request of \$258,896.40*

Staff presentation: Ivy Williams, Development Services Supervisor

11. **201 Boundary Change Request for Property Located at 2591 B <sup>3</sup>/<sub>4</sub> Road for Riverview Technology Corporation** [Attach 11](#)

The Riverview Technology Corporation (aka RTC) has requested their property be removed from the 201 Sewer Service Area Boundary. It is the DOE compound property, located at 2591 B <sup>3</sup>/<sub>4</sub> Road.

*Action: Approve 201 Boundary Change Request from Riverview Technology Corporation for Property Located at 2591 B <sup>3</sup>/<sub>4</sub> Road. The Change will Require Approval from the City Council and the Board of County Commissioners of Mesa County*

Staff presentation: Greg Trainor, Utility and Street Systems Director

12. **Non-Scheduled Citizens and Visitors**

13. **Other Business**

14. **Adjournment**

**Attach 1  
Minutes of Previous Meetings**

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

**September 5, 2007**

The City Council of the City of Grand Junction convened into regular session on the 5<sup>th</sup> day of September 2007, at 7:13 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Gregg Palmer, Doug Thomason, Linda Romer Todd, and Council President Jim Doody. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Doody called the meeting to order. Councilmember Coons led in the Pledge of Allegiance. The audience remained standing for the invocation by Benny Lenard, Spirit of Life Christian Fellowship.

**Proclamations / Recognitions**

Proclaiming September 17, 2007 through September 23, 2007 as "Constitution Week" in the City of Grand Junction

**Appointments**

The City Manager to the Public Finance Corporation

City Attorney John Shaver explained the purpose of the Public Finance Corporation was to acquire the Matchett Farm for a future park and to be used as a financing vehicle with this Corporation for the purchase. The Corporation continues to manage the property and meets annually. The debt has been retired.

Councilmember Coons moved to appoint City Manager Laurie Kadrich to the Public Finance Corporation for a three year term expiring January 2010. Councilmember Hill seconded the motion. Motion carried.

To the Parks and Recreation Advisory Board

Councilmember Hill moved to re-appoint Jack Scott and Reford Theobold and appoint Tawny Espinoza to the Parks and Recreation Advisory Board for three year terms expiring June 30, 2010. Councilmember Coons seconded the motion. Motion carried.

## **Certificates of Appointments**

To the Riverfront Commission

Ken Henry was present to receive his certificate of re-appointment, and Corrie Bonnar and Katie Steele were present to receive their certificates of appointment to the Riverfront Commission.

To the Urban Trails Committee

Bill Grant was present to receive his certificate of appointment to the Urban Trails Committee.

## **Citizen Comments**

There were none.

## **CONSENT CALENDAR**

Councilmember Hill read the items on the Consent Calendar. Councilmember Thomason moved to approve the Consent Calendar. It was seconded by Councilmember Palmer and carried by roll call vote to approve the Consent Items #1 through #11.

### 1. **Minutes of Previous Meetings**

*Action: Approve the Minutes of the August 2, 2007 Annual Persigo Meeting, the Minutes of the August 13, 2007 Regular Meeting, the Minutes of the August 15, 2007 Regular Meeting, and the Minutes of the August 21, 2007 Special Meeting*

### 2. **Establishing a Municipal Court Useful Public Service Workers Insurance Fee**

The Grand Junction Municipal Court frequently orders convicted defendants to perform useful public service under the supervision of various community non-profit entities. The proposed Resolution authorizes the City to procure Community Service Workers Accident Medical Insurance protection for these non-profit entities, and to charge a fee to the community service worker to cover the cost of this insurance.

Resolution No. 123-07 – A Resolution Authorizing the City to Obtain Community Service Workers Accident Medical Insurance Coverage and Establishing a Municipal Court Useful Public Service Workers Insurance Fee to Cover the Cost of this Insurance



Action: Adopt Resolution No. 123-07

3. **Historic Building Designation – 960 Main Street** [File # HBD-2007-231]

Owners of the residence located at 960 Main Street are requesting that the building be designated as historic in the City register of Historic Sites, Structures, and Districts.

Resolution No. 124-07 – A Resolution Designating the Residence Located at 960 Main Street in the City Register of Historic Sites, Structures and Districts

Action: Adopt Resolution No. 124-07

4. **Setting a Hearing on the Ute Water Annexation, Located at 825 22 Road** [File #ANX-2007-220]

Request to annex 47.86 acres, located at 825 22 Road. The Ute Water Annexation consists of one parcel, including a portion of the 22 Road right-of-way.

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

Resolution No. 125-07 – 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, Ute Water Annexation, Located at 825 22 Road, Including a Portion of the 22 Road Right-of-Way

Action: Adopt Resolution No. 125-07

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ute Water Annexation, Approximately 47.86 Acres, Located at 825 22 Road, Including a Portion of the 22 Road Right-of-Way

Action: Introduction of Proposed Ordinance and Set a Hearing for October 17, 2007

5. **Setting a Hearing on the Gentry Annexation, Located at 805 22 Road** [File #ANX-2007-215]

Request to annex 8.46 acres, located at 805 22 Road. The Gentry Annexation consists of one parcel and a portion of the 22 Road right-of-way, and is located on the northwest corner of H Road and 22 Road.

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

Resolution No. 126-07 – 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, Gentry Annexation, Located at 805 22 Road Including a Portion of the 22 Road Right-of-Way

*Action: Adopt Resolution No. 126-07*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Gentry Annexation, Approximately 8.46 Acres, Located at 805 22 Road Including a Portion of the 22 Road Right-of-Way

*Action: Introduction of Proposed Ordinance and Set a Hearing for October 17, 2007*

**6. Setting a Hearing on Vacating an Existing Alley Right-of-Way Located Adjacent to Mesa State College Properties – 1257 Elm Avenue and 1260 Kennedy Avenue [File #VR-2007-177]**

The petitioner, Mesa State College, is requesting to vacate an existing alley right-of-way located west of 13<sup>th</sup> Street between Elm and Kennedy Avenue, adjacent to Mesa State properties for the benefit of current building expansions. The Planning Commission recommended approval of the proposed alley right-of-way vacation at their August 14, 2007 meeting.

Proposed Ordinance Vacating an Alley Right-of-Way Adjacent to Mesa State College Properties Located at 1257 Elm Avenue and 1260 Kennedy Avenue

*Action: Introduction of Proposed Ordinance and Set a Hearing for September 19, 2007*

**7. Setting a Hearing Accepting Improvements and Assessments Connected with Alley Improvement District No. ST-07**

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

- East/West Alley from 3<sup>rd</sup> to 4<sup>th</sup>, between Ouray Avenue and Chipeta Avenue
- North/South and East/West Alleys from 7<sup>th</sup> to 8<sup>th</sup>, between Teller Avenue and Belford Avenue

- East/West Alley from 10<sup>th</sup> to 11<sup>th</sup>, between Ouray Avenue and Chipeta Avenue
- East/West Alley from 12<sup>th</sup> to 14<sup>th</sup>, between Elm Avenue and Texas Avenue
- North/South Alley from 17<sup>th</sup> to 18<sup>th</sup>, between Ouray Avenue and Chipeta Avenue
- North/South Alley from 22<sup>nd</sup> to 23<sup>rd</sup>, between Ouray Avenue and Gunnison Avenue

Resolution No. 127-07 – A Resolution Approving and Accepting the Improvements Connected with Alley Improvement District No. ST-07

Proposed Ordinance Approving the Assessable Cost of the Improvements Made in and for Alley Improvement District No. ST-07 in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11<sup>th</sup> 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

*Action: Adopt Resolution No. 127-07, Introduction of Proposed Ordinance and Set a Hearing for October 17, 2007*

8. **Construction Contract for the I-70 and 24 Road Interchange Landscaping Project**

Bids were opened August 21, 2007 for the I-70 and 24 Road Interchange Landscaping Project. The construction consists of landscape, irrigation, and lighting and does not include the cost for two sculptures to be located within the two roundabouts. The low bid was submitted by Clarke & Co., Inc. in the amount of \$222,303.63.

*Action: Authorize the City Manager to Sign a Construction Contract for the I-70 and 24 Road Interchange Landscaping Project with Clarke and Company, Inc. in the Amount of \$222,303.63*

9. **Construction Contract for 2007 Curb, Gutter, and Sidewalk Replacement**

The project consists of replacing sections of hazardous or deteriorating curb, gutter, and sidewalk in various locations throughout the City limits. The projects also repairs curb, gutter, and sidewalks that were damaged during water breaks.

*Action: Authorize the City Manager to Sign a Construction Contract for the 2007 Curb, Gutter, and Sidewalk Replacement Project to BPS Concrete, Inc. in the Amount of \$129,702*

10. **Purchase of E85 Storage Tank & Dispensing System**

This approval request is for the purchase and installation of a new storage tank and fuel dispensing system for E85 fuel.

*Action: Authorize the City Purchasing Division to Enter into a Contract, in the Amount of \$61,229.93 with Independent Pump Company for the Purchase and Installation of a New E85 Tank and Fueling System*

11. **Assign the City's 2007 Private Activity Bond Allocation to the Colorado Housing and Finance Authority**

Request approval to assign the City's 2007 Private Activity Bond Allocation to the Colorado Housing and Finance Authority (CHFA) for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families.

Resolution No. 128-07 – A Resolution Authorizing Assignment to the Colorado Housing and Finance Authority of a Private Activity Bond Allocation of the City of Grand Junction Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act

*Action: Adopt Resolution No. 128-07*

**ITEMS NEEDING INDIVIDUAL CONSIDERATION**

**Purchase of Parking Equipment to be used in the Downtown Parking System**

Request for authorization of the sole source purchase of parking equipment from MacKay Meters to be used in the downtown parking system. The authorization will be effective for one year in which up to 300 meters and 4 pay-by-space stations may be purchased subject to budget approval.

Jodi Romero, Financial Operations Manager, reviewed this item. She explained the mechanical meters are now sixty years old and it is difficult to keep them functional. The new meters are fully electronic which makes for more efficiency for customers and the one paid parking technician. The new parking garage will have meters from this same company so the new meters will be compatible.

Councilmember Palmer asked if there will be an increase in parking fees. Ms. Romero said not at this time, but it is under future consideration for the ten hour meters that are currently ten cents per hour.

Council President Doody noted the request said the authorization would not exceed the budgeted amount. Ms. Romero clarified that the City may get some pay by space stations so the contract may go into 2008, and additional funds will be requested.

Councilmember Hill asked if the Parking Management Advisory Group (PMAG), which agreed with this sole source purchase, will stay intact. He also asked for specificity regarding the meters versus the pay stations being installed.

Ms. Romero said that PMAG's purpose was to have cooperative effort on the construction design of the parking garage. They have also been involved in discussions on the parking policies in the downtown area, so they may have some occasional reason, perhaps once or twice a year, to discuss the parking system. In response to the second question, Ms. Romero said some of the larger lots may go to pay by space stations. A pay by space station will also be used in the first floor of the parking garage.

Councilmember Coons moved to authorize the City Purchasing Division to purchase parking equipment from MacKay Meters in an amount not to exceed the budgeted amount. Councilmember Hill seconded the motion. Motion carried.

### **Public Hearing – Assessments Connected with El Poso Street Improvement District No. ST-06, Phase B**

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.

The public hearing was opened at 7:37 p.m.

Tim Moore, Public Works and Planning Director, reviewed this item. He noted that the City does a number of alley improvement districts, but this is the first street improvement district that has been done in some time. There are hopes that other neighborhoods may take advantage of this process. Construction costs came in 14% less than the estimate. The Department of Local Affairs (DOLA) provided a \$500,000 grant which was applied to the property owners' portion of the cost.

Councilmember Palmer asked why the City's cost is noted at 58% in the Staff report. Mr. Moore explained the assessment calculation. A portion was part of the State Highway so the City did pick up more than the usual 1/3.

Councilmember Hill said that the DOLA grant was another way to receive severance tax dollars.

Councilmember Coons asked if a neighborhood can choose to use a street improvement district to put in underground utilities. Mr. Moore said they could, depending on the availability of right-of-way and treescaping.

Council President Doody asked if including a street improvement district option in the neighborhood program would be worth considering.

Kathy Portner, Neighborhood Services Manager, explained how they are expanding the neighborhood program. She thought that including information on improvement districts is a great idea to incorporate in the neighborhood program.

Councilmember Hill suggested ideas be taken to neighborhoods that don't already have an association or organized group. Ms. Portner said they were excited that a number of neighborhood groups came out at National Night Out and were in areas that haven't been organized in the past.

There were no public comments.

The public hearing was closed at 7:45 p.m.

Councilmember Hill asked about the Crosby improvements and if it is still in the works. Mr. Moore responded that it was designed and sent out to bid but the City did not get any response. He deferred to Interim Deputy City Manager Trent Prall for more explanation.

Trent Prall, Interim Deputy City Manager, said that Crosby is currently closed due to Riverside Parkway construction and the improvement project is scheduled again for 2009. It will be reopened once the Riverside Parkway is completed in that area.

Ordinance No. 4112 – An 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 11<sup>th</sup> Day of June, 1910, as Amended; Approving the Apportionment of said Cost to Each Lot or Tract of Land or Other Real Estate in Said Districts; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate in Said Districts; Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

Councilmember Palmer moved to adopt Ordinance No. 4112 and ordered it published. Councilmember Hill seconded the motion. Motion carried by roll call vote.

**Public Hearing – HDP Investment Group Annexation and Zoning, Located at 841 21 ½ Road** [File #ANX-2007-176]

Request to annex and zone 15.84 acres, located at 841 21 ½ Road, to I-1, Light Industrial. The HDP Investment Group Annexation consists of three parcels. This area is within the recently adopted H Road/Northwest Area Plan.

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

Adam Olsen, Senior Planner, reviewed this item. He described the location and the site. The requested zone district is I-1. The site is vacant and the Future Land Use Designation is Commercial/Industrial. He described the zoning of the surrounding properties. The Planning Commission did recommend a zoning of I-1.

Robert Jones II, Vortex Engineering, 255 Valley Vista Drive, Fruita, stated he concurred with the Staff presentation and was available for any questions.

There were no public comments.

The public hearing was closed at 7:52 p.m.

Councilmember Hill asked if the dotted line was the buffer zone and where the 201 boundary is located. Mr. Olsen responded that the property is on the 201 boundary line.

**a. Accepting Petition**

Resolution No. 129-07 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the HDP Investment Group Annexation, Located at 841 21 ½ Road is Eligible for Annexation

**b. Annexation Ordinance**

Ordinance No. 4113 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, HDP Investment Group Annexation, Approximately 15.84 Acres, Located at 841 21 ½ Road

**c. Zoning Ordinance**

Ordinance No. 4114 – An Ordinance Zoning the HDP Investment Group Annexation to I-1 Located at 841 21 ½ Road

Councilmember Palmer moved to adopt Resolution No. 129-07 and Ordinance Nos. 4113 and 4114 and ordered them published. Councilmember Thomason seconded the motion. Motion carried by roll call vote.

### **Contract for the Downtown Master Plan**

Contract with the professional strategic planning firm, Leland Consulting Group, to conduct a study of downtown and the Original Townsite. The City and the DDA are sharing the cost on this contract 50-50.

Harold Stalf, DDA Executive Director, reviewed this item. The Downtown Development Authority (DDA) is required by State Statute to have a Plan of Development when they renewed the Tax Increment Financing (TIF) District. It is a six month process that is being kicked off next week. He listed a number of items that will be addressed in the plan.

Councilmember Coons asked, since it is the entire original townsite, if the Steering Committee will involve residents in the area. Mr. Stalf said he believes that to be the case, but right now the DDA is just selecting the firm to do the work.

Councilmember Hill questioned why this should be done when the City is embarking on the Comprehensive Plan for the community. The response was the Comprehensive Plan will incorporate all the Master Plans heretofore adopted, some of which will need to be updated.

Councilmember Hill asked if it extends beyond the DDA boundary to the south. Mr. Stalf said no, that was in the South Downtown Plan. He added that this is not just the Original Townsite, but also extends to the railroad tracks to the west.

Councilmember Todd would like to keep the old trolley tracks at 4<sup>th</sup> Street and South Avenue exposed.

Councilmember Thomason moved to authorize the Purchasing Division to enter into a contract with Leland Consulting Group to study and complete the Original Townsite Master Plan in an amount not to exceed \$96,000. Councilmember Coons seconded the motion. Motion carried.

### **Public Hearing – Setting the City Manager’s Salary**

Article VII, Section 57 of the Charter states the City Manager’s salary is to be fixed by the Council by Ordinance.

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

John Shaver, City Attorney, reviewed this item. It is the second reading of the ordinance setting the City Manager’s salary as required by the City Charter.

Councilmember Todd stated that she was delighted and supportive of the ordinance.



Councilmember Palmer stated that he may not be happy about every provision in the ordinance, but feels the right person is in the position and he will support the ordinance.

Councilmember Thomason said the severance package is a graduated package, and feels the City has the right person for the right job. He is in support.

There were no public comments.

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

Councilmember Coons stated when looking at salaries, the City needs to be cognizant of the growing community and the responsibilities that have become more complex and that needs to be kept in mind in regards to determination of salary.

Councilmember Hill stated that the Charter governs the City Council and how Council governs is to hire a professional manager to run the City. Grand Junction is the regional center of Western Colorado and Eastern Utah and he believes the right person for the job has been selected. He supports the ordinance and the City Manager.

Councilmember Beckstein stated that the Council did the research and compared salaries and that a great deal of thought and discussion was involved. The severance package will be earned through time, and the Council worked hard to develop this package. She congratulated Ms. Kadrich.

Council President Doody stated he worked on the first draft with Councilmember Beckstein and there was a lot of discussion with the other Councilmembers and he is supportive.

Ordinance No. 4115 – An Ordinance Concerning the Salary of the City Manager

Councilmember Todd moved to adopt Ordinance No. 4115 and ordered it published. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

### **Non-Scheduled Citizens & Visitors**

There were none.

### **Other Business**

There was none.

### **Adjournment**

The meeting adjourned at 8:14 p.m.

Stephanie Tuin, MMC  
City Clerk

**Attach 2**  
**Option Agreement for the Sale of 238 Main Street**  
**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>			
<b>Subject</b>	Option Agreement for Purchase of City Property Located at 238 Main Street		
<b>File #</b>			
<b>Meeting Day, Date</b>	Monday, September 17, 2007		
<b>Placement on the Agenda</b>	Consent	X	Individual
<b>Date Prepared</b>	<b>September 13, 2007</b>		
<b>Author Name &amp; Title</b>	Mary Lynn Kirsch, Paralegal		
<b>Presenter Name &amp; Title</b>	John Shaver, City Attorney		

**Summary:** Western Hospitality, LLC, in response to an RFP offered to purchase the City owned property located at 238 Main Street, is offering \$30 per square foot, for a total of \$656,250.00 for the property. City Staff and Western Hospitality have developed a purchase plan which includes an Option Agreement for the sale and purchase of the property. The Option Agreement includes a due diligence period in which the Buyer will investigate the feasibility of redevelopment of the property.

**Budget: N/A**

**Action Requested/Recommendation:** Authorize the City Manager to Execute the Option Agreement for the Sale and Purchase of Real Property.

**Attachments:** Option Agreement for the Sale and Purchase of Real Property

**Background Information:** The City extended an RFP in April of 2007 for the purchase and development of city-owned property located at 238 Main Street. Western Hospitality, LLC was the only entity to respond and is now working with City and DDA staff. As part of the purchase and development plan, Western Hospitality has requested a due diligence period in which to complete a number of activities prior to exercising the option to purchase the property. The proposed Option Agreement memorializes those understandings.

## **OPTION AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY**

THIS OPTION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of September \_\_\_\_, 2007, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City" or "Seller", and Western Hospitality, LLC, hereinafter referred to as "Western" or the "Buyer".

### RECITALS:

The City is the owner of that certain real property situated in Mesa County, Colorado, as is more particularly described in Exhibit A and depicted in Exhibit B, which Exhibits are attached hereto and incorporated herein by reference. Said real property is hereinafter referred to in this Agreement as "the Property".

The City agrees to sell the Property to Buyer and the Buyer desires to obtain an option to purchase the Property on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Buyer hereby covenant and agree as follows:

1. *Grant of Option.* For and in consideration of the non-refundable sum of Twenty-Five Thousand Dollars (\$25,000.00), the receipt and sufficiency of which is hereby acknowledged, the City hereby grants and conveys to the Buyer the sole, exclusive and irrevocable option to purchase the Property ("the Option"), subject to the terms and conditions set forth below and in the form of contract of sale as a part of this Agreement and is designated as Exhibit C (the "Contract to Buy & Sell Real Estate" or "Contract").
2. *Term of the Option.* The term of the Option hereby granted shall commence on the day and year first above written and shall expire six (6) months from the date of signature.
3. *Purchase Price and Terms.* The purchase price for the Property shall be Six Hundred Fifty-Six Thousand Two Hundred Fifty Dollars (\$656,250.00), payable in cash or good funds, at closing.
4. *Exercise of Option.* The Buyer shall have a due diligence period of six (6) months in which to complete the following activities prior to Buyer's exercising the Option. If the Option is not exercised on or before that date, the Option shall automatically cease and terminate, neither party shall have any further rights

hereunder, at law or in equity, and this Agreement shall be null and void, all without further action or documentation by either party.

- a. Buyer shall make its best efforts to acquire the parcels adjacent to the Property (known as Plaza Repographics, Consign Design, Zancanelli Group and Zellner's Furniture), for the purposes of constructing a hotel on the Property;
  - b. Buyer shall design plans for development of a hotel and parking area on the Property and any acquired adjoining parcel(s);
  - c. Buyer shall complete franchise negotiations for a hotel to be constructed on the Properties; and any required adjoining parcel(s); and
  - d. Buyer shall cooperatively develop a parking plan, acceptable to both parties, to address the needs of the new hotel on the Property and any acquired adjoining parcel(s). Some aspects of that parking plan may include, but are not limited to:
    - Provision of parking spaces by the City and/or the Downtown Development Authority ("DDA") to accommodate the needs of the new hotel. It is possible that parking may be provided in the Rood Avenue parking garage and/or at Two Rivers Convention Center;
    - Installation of additional gates, timing equipment, payment kiosks and other facilities reasonably required by the City and/or the DDA to reasonably manage the parking demand. Seller shall pay for the cost of the equipment and its installation as needed to reasonably manage the demand of its parking;
    - Establishment of a daily cost per space, based on the greater of 2% of the average room rental for every occupied hotel room, paid monthly, or a flat fee mutually agreed to by the parties;
    - Establishment of available times that parking spaces provided to Buyer by the City and the DDA, such as after 6:00 p.m. and vacated by 10:00 a.m. the next day. The parties shall agree in writing on lease/long term parking rates for the hotel. Buyer shall provide a parking survey of the Hampton Inn and Hawthorn Suites which study shall show the parking demand based on time of day/night;
    - Provision that Seller shall pay any and all taxes, including but not limited to possessory interest taxes; and
    - Allow for continued use by the City at no cost to it of the 3<sup>rd</sup> and Main lot for public parking until the beginning of construction.
5. *Manner of Exercise.* The Buyer's option to purchase shall be exercised by the timely delivery to the Seller at the Seller's address set forth below of two copies of the Contract to Buy & Sell Real Estate duly executed by the Buyer, together with a check payable to the order of the Seller for the amount of the earnest money deposit specified in the Contract. Promptly upon receiving the same the

Seller shall execute both copies of the Contract to Buy & Sell Real Estate and return one fully executed copy to the Buyer.

The failure of the Seller to execute and return a fully executed copy of the Contract shall not affect its enforceability and the Contract shall be binding upon and enforceable against the Seller in the same manner as if it had been executed by the Seller and returned to the Buyer.

6. *Rights and Obligations of the Parties if the Option is Exercised.* In the event that Buyer exercises the option to purchase within the time and in the manner hereinbefore provided, then thereafter the rights and obligations of Buyer and Seller with respect to the Property shall be governed by the terms and conditions contained in the Contract.

7. *Addresses.*

The address of the Buyer is as follows:

225 Main Street  
Grand Junction, CO 81501

The address of the Seller is as follows:

City of Grand Junction  
250 North 5<sup>th</sup> Street, Grand Junction CO 81501

8. *Time of the Essence.* Time shall be of the essence of this Purchase Option Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement and affixed their seals as of the date set forth above.

WESTERN HOSPITALITY, LLC, a Colorado limited liability company,

By: \_\_\_\_\_ Date \_\_\_\_\_

CITY OF GRAND JUNCTION, a Colorado home rule municipality,

By: \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Lots 20, 21 and 22 of Block 101 of the City of Grand Junction, County of Mesa, State of Colorado

Mesa County Tax Schedule No. 2945-143-14-948

# EXHIBIT B





EXHIBIT C

**CONTRACT TO BUY & SELL REAL ESTATE  
(COMMERCIAL)**

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

Date: \_\_\_\_\_, 2007

Purchase Price: **\$656,250.00**  
and other good and valuable consideration

**1. AGREEMENT.** Buyer agrees to buy, and the undersigned Seller agrees to sell, the Property defined below on the terms and conditions set forth in this Contract.

**2. DEFINED TERMS.**

**a. Buyer.** Buyer will take title to the real property described below as Western Hospitality, LLC.

**b. Seller.** Seller is the City of Grand Junction, a Colorado home rule municipality.

**c. Property.** The Property is the commonly known and described as 238 Main Street, tax schedule # **2945-143-14-948**, and legally described as Lots 20 through 22, Block 101, Grand Junction, Colorado, together with all improvements and attached fixtures appurtenant thereto, interests, easements, rights, benefits, improvements, all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

**d. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 5	Title Deadline	TBD, 2007
2	§ 6a	Title Objection Deadline	TBD, 2007
3	§ 6b	Off-Record Matters Deadline	TBD, 2007
4	§ 6b	Off-Record Matters Objection Deadline	TBD, 2007
5	§ 7a	Seller's Property Disclosure Deadline	TBD, 2007
6	§ 7b	Inspection Deadline	TBD, 2007
7	§ 7c	Inspection Objection Deadline	TBD, 2007
8	§ 7d	Resolution Deadline	TBD, 2007
9	§ 8	Closing Date	TBD, 2007
10	§ 20	City Council Approval Deadline	TBD, 2007
11	§ 13	Possession Date	TBD, 2007

12	§ 24	Acceptance Deadline Date	TBD, 2007
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e. **Attachments.** The following exhibits, attachments and addenda are a part of this Contract:

**Attachment "A": General Warranty Deed**

**Attachment "B": Purchase Option Agreement**

f. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this Contract.

3. **INCLUSIONS AND EXCLUSIONS.** The Purchase Price shall include all real property interests, easements, rights and benefits appurtenant to the Property.

4. **PURCHASE PRICE AND TERMS.** The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§	Purchase Price	<b>\$656,250.00</b>	
2	§	Earnest Money	\$	\$
3	§	Cash at Closing		\$
4		TOTAL	<b>\$656,250.00</b>	<b>\$ 656,250.00</b>

Note: If there is an inconsistency between the Purchase Price on the first page and this § 4, the amount in § 4 shall control.

5. **EVIDENCE OF TITLE.** On or before **Title Deadline** (§2d), Seller shall cause to be furnished to Buyer, at Seller's expense, a current commitment for owner's title insurance policy ("Title Commitment") in an amount equal to the Purchase Price, together with true and legible copies of all instruments referred to therein, including, but not limited to, true and legible copies of any plats, declarations, covenants, conditions and restrictions describing, affecting or burdening the Property and true and legible copies of any other documents listed in the schedule of exceptions ("Exceptions"). Seller shall have the obligation to furnish the documents pursuant to this subsection without any request or demand by Buyer. The Title Commitment together with copies of such documents furnished pursuant to this Section shall constitute the title documents ("Title Documents"). The Title Documents shall set forth all matters of record necessary to permit a determination whether title is merchantable or satisfactory to Buyer. At Seller's expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. If a title insurance commitment is furnished, it shall commit to delete or insure over the standard exceptions which relate to:

- a. parties in possession,
- b. unrecorded easements,

- c.** survey matters,
- d.** any unrecorded mechanic's liens, and
- e.** gap period (effective date of the Title Commitment to the date deed is recorded).

Any additional premium expense to obtain this additional coverage shall be paid by Buyer. Seller shall cause the title insurance policy to be delivered to Buyer as soon as practicable, at or after Closing.

## 6. TITLE.

a. **Title Review.** Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Seller on or before the **Title Objection Deadline** (§2d), or within five (5) business days after receipt by Buyer of any change to the Title Documents or endorsement(s) to the Title Commitment together with a copy of the document(s) adding new Exception(s) to title, whichever is later. If Buyer does not mail its notice by the date(s) specified above, Buyer shall be deemed to have accepted as satisfactory the condition of title as disclosed by the Title Documents.

b. **Matters not Shown by the Public Records.** Seller shall deliver to the Buyer, on or before the **Off-Record Matters Deadline** (§2d Item No.3), true copies of all lease(s), agreement(s), contract(s), notice(s) and surveys in Seller's possession pertaining to or affecting the Property and shall disclose to Buyer all easements, liens or other title matters (including, without limitation, rights of first refusal and options) not shown by the public records of which Seller have actual knowledge. The documents and information referred to in the preceding sentence shall constitute "Off-Record Matters." Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easements, unrecorded lease, or boundary line discrepancies). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection(s) shall be signed by or on behalf of Buyer and mailed to Seller on or before the **Off-Record Matters Objection Deadline** (§2d Item No. 4). If Buyer does not mail Buyer's notice by said date, Buyer shall be deemed to have accepted the condition of title subject to such rights, if any, of third parties of which Buyer has actual notice.

c. **Right to Object, Cure.** If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in §6a and 6b above, Seller shall use reasonable efforts to correct said items and bear any nominal expense(s) to correct the same prior to Closing. If such unsatisfactory title condition is not corrected to Buyer's satisfaction on or before Closing, this Contract shall then terminate; provided, however, Buyer may, by written notice given to Seller on or before Closing, waive objection to such items.

## 7. PROPERTY DISCLOSURE AND INSPECTION.

a. **Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline** (§2d Item No. 5), Seller agrees to provide Buyer with a written disclosure of any and all adverse matters regarding the Property of which Seller has current and actual knowledge.

b. **Inspection.** After Seller has accepted this Contract, Buyer shall have the right, at Buyer's expense, to conduct inspections of the physical condition of the

Property ("Inspections"). The Inspections may include, but not be limited to, boundary surveys, engineering surveys, soil samples and surveys, and environmental surveys which including sampling and testing of building materials.

**c. Inspection Objection Deadline.** If the physical condition of the Property is unsatisfactory as determined by Buyer's sole and subjective discretion, Buyer shall, on or before Inspection Objection Deadline (§2d Item No. 7) either:

- (1) notify Seller in writing that this Contract is terminated, in which case all payments and things of value received hereunder shall be returned to Buyer, or
- (2) provide Seller with a written description of any unsatisfactory physical condition which Buyer requires Seller to correct, at no cost or expense to Buyer, before the Resolution Deadline ("Notice to Correct").

**d. Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Resolution Deadline** (§2d Item No. 8), this Contract shall terminate and all payments and things of value received hereunder shall be returned to Buyer, unless before such termination Seller receives Buyer's written withdrawal of the Notice to Correct.

**e. Representations and Warranties Regarding Environmental Matters.**

- (1) Seller represents and warrants that:
  - (a) Seller has no current and actual knowledge of any Hazardous Material at, upon, under or within the Property or, to the best of Seller's knowledge, within any contiguous real estate, and
  - (b) Seller shall not cause or permit to be introduced any Hazardous Material at, upon, under or within the Property from now until Closing and until termination of Seller's occupancy pursuant to the Lease. See ¶125, below.
- (2) The term "Hazardous Material" for the purposes of this Contract means:
  - (a) any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Material Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto and replacements therefor; or
  - (b) such substances, materials or wastes as are regulated by the Resource Conservation and Recovery Act of 1976 (RCRA) or the

Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) or any amendments thereto or orders, and regulations, directions, or requirements thereunder; or

- (c) "underground storage tanks," "petroleum," "petroleum by products," "regulated substance," "oil" or "used oil" as defined by Colorado law, including §25-7-101 et seq.; or
  - (d) "hazardous waste" as defined by the Colorado Waste Act, C.R.S. §25-15-101 et seq., or by any regulations promulgated thereunder; or
  - (e) Any substance the presence of whether on, in or under the Property is prohibited by any law similar to those set forth above; or
  - (f) Any other substance which by law, regulation or ordinance requires special handling in its collection, storage, treatment or disposal.
- (3) Notwithstanding the definition set forth above, for purposes of this Contract, the term "Hazardous Material" does not include asbestos or asbestos containing materials in the building or fixtures on the Property or lead paint, if any, on the Property as of the date of this Contract.
  - (4) To the best of Seller's knowledge, as of the date of this Contract and as of the date of Closing, the Property (including land, surface water, ground water and improvements) is now and will then be free of all Hazardous Materials as defined herein.
  - (5) Buyer represents and warrants that the completion of the Closing by Buyer shall evidence Buyer's acceptance of the physical condition, including the environmental condition, of the Property WHERE IS, AS IS, without warranty or representation from Seller except as expressly stated in this Section 7.

**f. Damage; Liens; Indemnity.** Buyer is responsible for payment for all inspections, surveys, engineering reports or any other work performed at Buyer's request. Buyer shall pay for, and/or restore to its prior condition, any damage which occurs to the Property as a result of such activities if Closing does not occur. Buyer shall not permit claims or liens of any kind against the Property for inspection, surveys, engineering reports and for any other work performed on the Property at Buyer's request if Closing does not occur. Buyer agrees to indemnify and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller in connection with the Inspections, including regarding frivolous or groundless claims made by third parties. If Buyer fails to indemnify and/or hold Seller harmless, as provided, Seller may recover reasonable costs and expenses incurred by Seller to enforce this subsection,

including Seller's reasonable attorney fees. The provisions of this subsection shall survive the termination of this Contract or the Closing.

**8. CLOSING.** Delivery of deed from Seller to Buyer shall be at Closing ("Closing"). Closing shall be on the date specified as **Closing Date** (§2d Item No. 9) or at an earlier date upon request of the Buyer. The hour and place of Closing shall be as designated by mutual agreement between Seller and Buyer.

**9. TRANSFER OF TITLE.** Subject to terms and provisions hereof, Seller shall execute and deliver a good and sufficient General Warranty Deed, the form of which is attached as **Attachment "A"**, to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon. Title shall be conveyed subject to:

**a.** those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with §6a (Title Review);

**b.** the Off-Record Matters and those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with §6b (Matters not Shown by the Public Records);

**10. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this transaction or from any other source.

**11. CLOSING COSTS; DOCUMENTS AND SERVICES.** Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items required to be paid at Closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing. Fees for real estate closing services shall be paid at Closing by One-Half by Buyer and One-Half by Seller. Any sales, use or other tax that may accrue because of this transaction shall be paid when due by the party so responsible under applicable law.

**12. PRORATIONS.** The following shall be prorated to the **Closing Date** (§8), except as otherwise provided:

**a. Personal Property Taxes.** Personal property taxes, if any, shall be paid by Seller;

**b. General Real Estate Taxes.** General real estate taxes shall be prorated to the Closing Date based on the most recent mill levy and the most recent assessment;

c. **Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

**13. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** (§2d Item No. 11), free and clear of any and all leases, tenancies and personal property. The property shall be clean to the Buyer's satisfaction.

If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of \$150.00 per day from the **Possession Date** (§2d Item No. 11) until possession is delivered as required.

**14. NOT ASSIGNABLE.** This Contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of both parties.

**15. INSURANCE, CONDITION OF, DAMAGE TO PROPERTY.** Except as otherwise provided in this Contract, the Property shall be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted; however, damage to the Improvements is not a ground for Buyer to terminate this agreement. In the event the Property shall be damaged by fire or other casualty prior to Closing, Seller shall not be obligated to repair any damage prior to Closing.

**16. LEGAL AND TAX COUNSEL; AMBIGUITIES.**

a. Buyer and Seller have each obtained the advice of its/their own legal and tax counsel regarding this Contract or have knowingly declined to do so.

b. The parties agree that the rule of construing ambiguities against the drafter shall have no application to this Contract.

**17. TIME OF THE ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedy:

a. **If Buyer is in Default:** Seller may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect, and Seller shall have the right to specific performance or damages or both.

b. **If Seller is in Default.** Buyer may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned



and Buyer may recover such damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performances or damages, or both.

**c. Costs and Expenses.** In the event of any arbitration or litigation relating to this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

**18. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved thirty (30) calendar days from the date written notice requesting mediation is sent by one party to the other at the party's last known address. This section shall not alter any date in this Contract, unless otherwise agreed in writing.

**19. TERMINATION.** In the event this Contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to §7f (Damage; Liens; Indemnity), §17b (If Seller is in Default), and §18 (Mediation).

**20. ADDITIONAL PROVISIONS.**

**a. City Council Approval.** The execution of this Contract by the City Manager of the City of Grand Junction, Colorado, and the City's obligation to proceed under its terms and conditions is expressly conditioned upon and subject to the formal approval of the Grand Junction City Council with regard to the terms, covenants, conditions, duties and obligations to be performed by the City in accordance with this Contract. In the event such approval is not obtained on or before December 19, 2007, this Agreement shall automatically terminate and both parties shall thereafter be released from all obligations hereunder.

**21. ENTIRE AGREEMENT; SUBSEQUENT MODIFICATION; SURVIVAL.** This Contract constitutes the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties or enforceable unless made in writing and signed by the parties. Any obligation in this Contract that, by its terms, is intended to be performed after termination or Closing shall survive the same.

**22. FACSIMILE.** Signatures may be evidenced by facsimile. Documents with original signatures shall be provided to the other party at Closing or earlier upon request of any party.

**23. NOTICE.** Except for the notice requesting mediation described in §18, any notice to Buyer shall be effective when received by Buyer and any notice to Seller shall be effective when received by Seller.

**24. ACCEPTANCE; COUNTERPART.** This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to §23 on or before Acceptance Deadline Date (§2d Item No. 12). If accepted, this document shall become a contract between Seller and the Buyer, subject to approval by the Grand Junction City Council. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

**Western Hospitality, LLC, a Colorado Limited Liability Company, Buyer:**

By: \_\_\_\_\_, 2007  
Kevin Reimer, Managing Partner                      Date of Buyer's signature

**Buyer's Address:** 2009 S. Broadway, Grand Junction, Colorado 81503  
**Buyer's Telephone Number:** (970)  
**Buyer's Fax No.:** (970)

**Western Hospitality, LLC, a Colorado Limited Liability Company, Buyer:**

By: \_\_\_\_\_, 2007  
Steven Reimer, Managing Partner                      Date of Buyer's signature

**Buyer's Address:** 225 Main Street, Grand Junction, Colorado 81501

**Buyer's Telephone Number:** (970)  
**Buyer's Fax No.:** (970)

**Acceptance by the City of Grand Junction, a Colorado home rule municipality:**

By: \_\_\_\_\_, 2007  
Laurie M. Kadrich, City Manager                      Date of Seller's signature

**Seller's Address:** 250 N. 5<sup>th</sup> Street, Grand Junction, CO 81501

**Seller's Telephone Number:** (970) 244-1508  
**Seller's Fax No.:** (970) 244-1456

25. **COUNTER; REJECTION.** This offer is  **Countered**  **Rejected.**

**Initials only of party (Buyer or Seller) who countered or rejected offer:** \_\_\_\_\_

**END OF CONTRACT**

--

**Attach 3**  
**Purchase Parcel of Land Adjacent to Visitor Center**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Purchase parcel of land adjacent to Visitor Center		
<b>File #</b>			
<b>Meeting Day, Date</b>	Monday, September 17, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>		<b>Individual</b> <b>X</b>
<b>Date Prepared</b>	September 10, 2007		
<b>Author Name &amp; Title</b>	Debbie Kovalik, VCB Executive Director		
<b>Presenter Name &amp; Title</b>	Debbie Kovalik, VCB Executive Director		

**Summary:** Contract to purchase an atypical, triangular-shaped parcel of land adjacent to the Visitor Center.

**Budget:** Unbudgeted item of \$8,800 to be paid from the VCB's fund balance

**Action Requested/Recommendation:** Authorize the Visitor & Convention Bureau to execute a contract to purchase Parcel 2701-364-00-029 from the Biggs Heirs LLC in the amount of \$8,800.

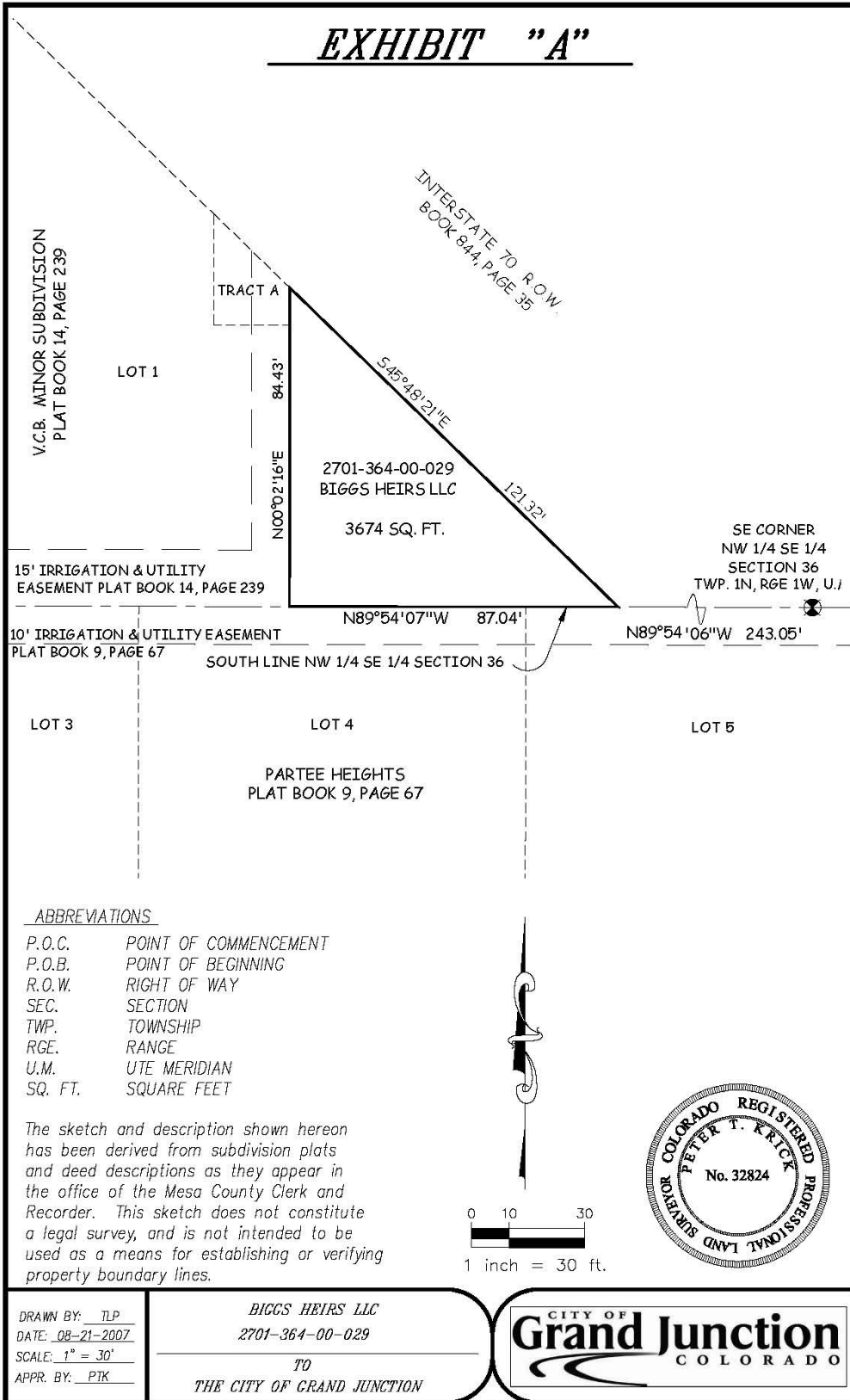
**Attachments:** Exhibit A, Property Survey

**Background Information:** The subject property is an atypical triangle remnant formed as a result of I-70 and lies just to the east of the Visitor Center. Market sales around the vicinity of the VCB indicate that vacant property is going for \$6.89 - \$11.29/sf. The three vacant land sales that were considered are zoned C-1 (same as the subject), with the oldest sale occurring on 4-28-06 and the most recent on 6-29-07. Based on the price per square foot, the range for the subject property would fall between \$25,314 - \$41,479.

This parcel is atypical, however, and is unbuildable due to topography, size, shape and Zoning regulations. C-1 zoning allows building to the lot line, except on a side that would abut residential zoning, which this parcel does. Therefore the setback for that side is 10'. The front setback is 15'. Additionally, allowance would need to be made for adequate parking, landscaping, etc and any other requirements of the Public Works & Planning Department.

The parcel, as it exists today, may be unsuitable for commercial use but the VCB Board of Directors believes it is in the best interest of the VCB to secure this land. The Board unanimously recommends purchasing this land at the asking price of \$8,800.

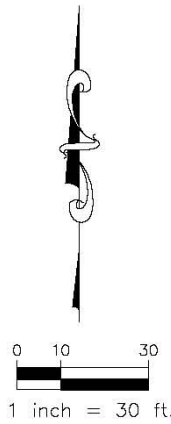
# EXHIBIT "A"



ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN
- SQ. FT. SQUARE FEET

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



DRAWN BY: TLP  
 DATE: 08-21-2007  
 SCALE: 1" = 30'  
 APPR. BY: PTK

BIGGS HEIRS LLC  
 2701-364-00-029  
 TO  
 THE CITY OF GRAND JUNCTION



**Attach 4**  
**Setting a Hearing on Rezoning Sunpointe North Subdivision**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Rezone Sunpointe North Subdivision (proposed Ruby Ranch Subdivision) located on the SW Corner of 26 Road and G 1/2 Road		
<b>File #</b>	PP-2007-058		
<b>Meeting Day, Date</b>	Monday, September 17, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	September 6, 2007		
<b>Author Name &amp; Title</b>	Lori V. Bowers, Senior Planner		
<b>Presenter Name &amp; Title</b>	Lori V. Bowers, Senior Planner		

**Summary:** A request to rezone the subject property from R-2 (Residential – 2 units per acre) to R-4 (Residential – 4 units per acre), to be in compliance with the Growth Plan.

**Budget:** N/A

**Action Requested/Recommendation:** Introduce and pass for publication on first reading a proposed ordinance to rezone 8.42 acres known as Sunpointe North Subdivision from R-2 (Residential – 2 units per acre) to R-4 (Residential – 4 units per acre).

**Attachments:**

1. Site Location Map / Aerial Photo Map
2. Future Land Use Map / Existing City and County Zoning
3. Rezone Ordinance

**Background Information:**

1. Sunpointe North Subdivision (Proposed Ruby Ranch Subdivision) is bounded on the west by the Grand Valley Highline Canal, with Blue Heron Meadows Subdivision on the other side of the canal. G 1/2 Road is north and 26 Road is located to the east.

Jacobson's Pond Subdivision is across 26 Road to the east. Directly south is 2.7 acres of vacant land. The topography consists of slightly rolling hills.

The property was annexed into the City in 2000, as part of the G Road North Annexation. The annexation area consisted of 274 acres of land. The City annexed the land with the existing County zoning in place, which was RSF-2, realizing that when these properties redeveloped they would need to be rezoned to be consistent with the Growth Plan. The Future Land Use Map designated this area to develop in the Residential Medium category of 4 to 8 dwelling units per acre.

The Sunpointe North Subdivision Plat (future Ruby Ranch Subdivision) consists of 8.42 acres consisting of nine lots and an open space lot, 0.359 acres in size, which is in the center of the subdivision surrounded by Lujan Circle. This parcel was shown on the Future Land Use Map with a Park designation. This was inconsistent with the existing R-2 zoning, as well as the proposed zoning of R-4 for this subdivision. The Growth Plan Amendment to correct this has been prepared for City Council's consideration. This request is to rezone the property to R-4, to be consistent with the Growth Plan for this area. The proposed Ruby Ranch Subdivision is currently under review.

2. Consistency with the Growth Plan: Once the Future Land Use Map error is corrected by City Council, the proposed development will be consistent with the Growth Plan and the North Central Valley Plan.

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

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

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

Response: State law requires the City to zone newly annexed areas within 90 days of the annexation. Since this was such a large area for annexation, the area property owners requested that the proposed City zoning be identical with existing Mesa County zoning for enclaves. Therefore the zoning was not in error at the time of adoption. At that time it was noted that the proposed RSF-R and some of the proposed RSF-2 zone districts did not conform to the Growth Plan's Future Land Use Map recommended densities. It was determined at that time that any future development on these properties may include rezoning to higher densities supported by the Growth Plan Future Land Use map.

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



Response: The character of the neighborhood is changing due to the construction of several new subdivisions such as Blue Heron Meadows and Woodridge Subdivisions to the west, and Jacobson's Pond Subdivision to the northeast. All of these subdivisions have been rezoned so that their developments would be consistent with the Growth Plan.

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

Response: The proposed rezone to R-4 is within the allowable density range recommended by the Growth Plan. All other subdivision to the east and west have been zoned and developed to the R-4 standards making Ruby Ranch Subdivision conform to the surrounding neighborhoods.

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

Response: It has been determined that the public infrastructure will address the impacts of the development consistent with the R-4 zone district. Services are being upgraded in cooperation with the City and the developers of the Jacobson's Pond Subdivision to the northeast. The design of 26 Road and G ½ Road improvements are in the development process and will be reflected on the Final Plat, therefore this criterion is met.

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

Response: The rezoning request is to accommodate the Growth Plan Future Land Use Map. It was always the intent to rezone the property upon future development, not based on the availability of other land supplies.

6. The community will benefit from the proposed zone.

Response: The proposed zoning change will allow the property to be developed at a density that will support its infrastructure needs and the natural geographic constraints of the property. The property is situated only 3 miles directly north of the core of the City, and promotes the desire for compact and fiscally

responsible development patterns. The plan provides interconnectivity to future adjacent subdivisions.

Alternatives: In addition to the R-4 zoning that the petitioner has requested, the following zone districts would also be consistent with the Growth Plan designation for the subject property:

- R-5 (Residential – 5 du/ac)
- R-8 (Residential – 8 du/ac)

#### FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Ruby Ranch Subdivision application, file number PP-2007-058 for rezone, the Planning Division makes the following findings of fact and conclusions:

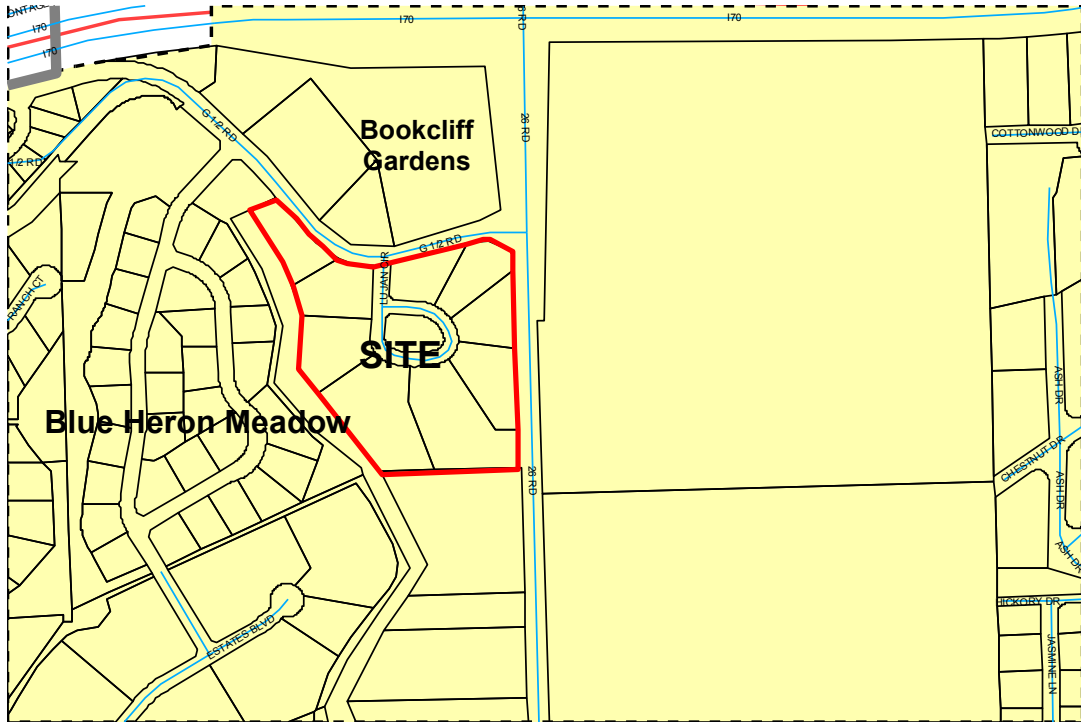
1. The requested zone is consistent with the goals and policies of the Growth Plan and the North Central Valley Plan.
2. The rezone criteria in Section 2.6.A of the Zoning and Development Code have all been met.

#### PLANNING COMMISSION RECOMMENDATION:

The Planning Commission will review this request at their regularly scheduled meeting of September 11, 2007. A recommendation will be forwarded to the City Council prior to the Public Hearing scheduled for October 3, 2007.

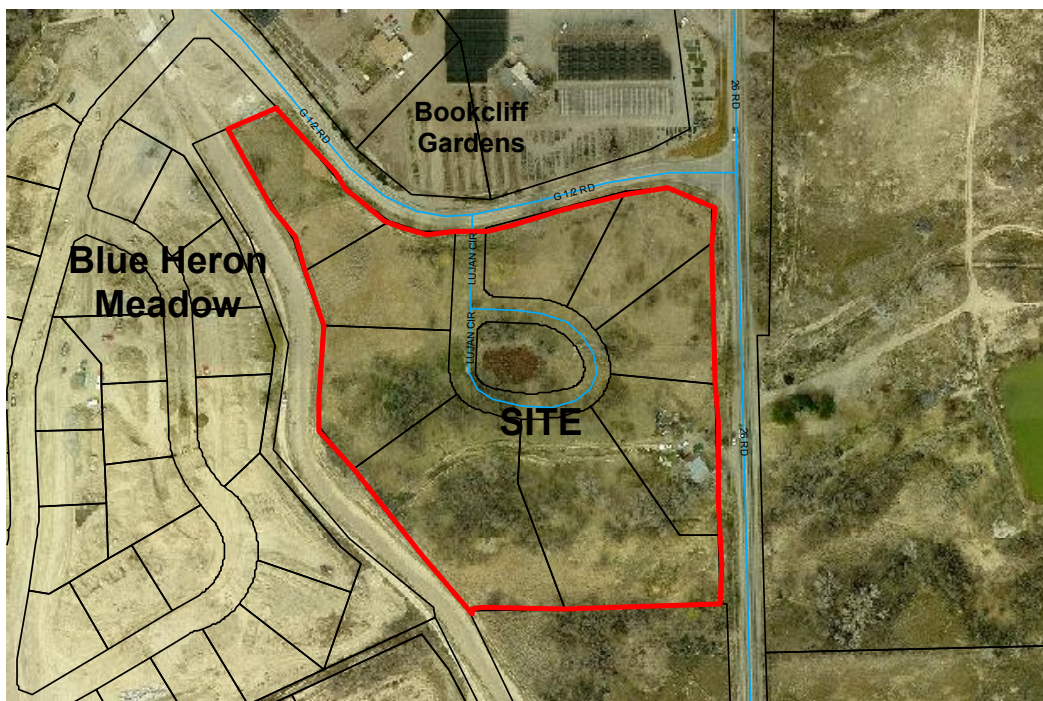
# Site Location Map

SW Corner 26 Rd and G ½ Rd



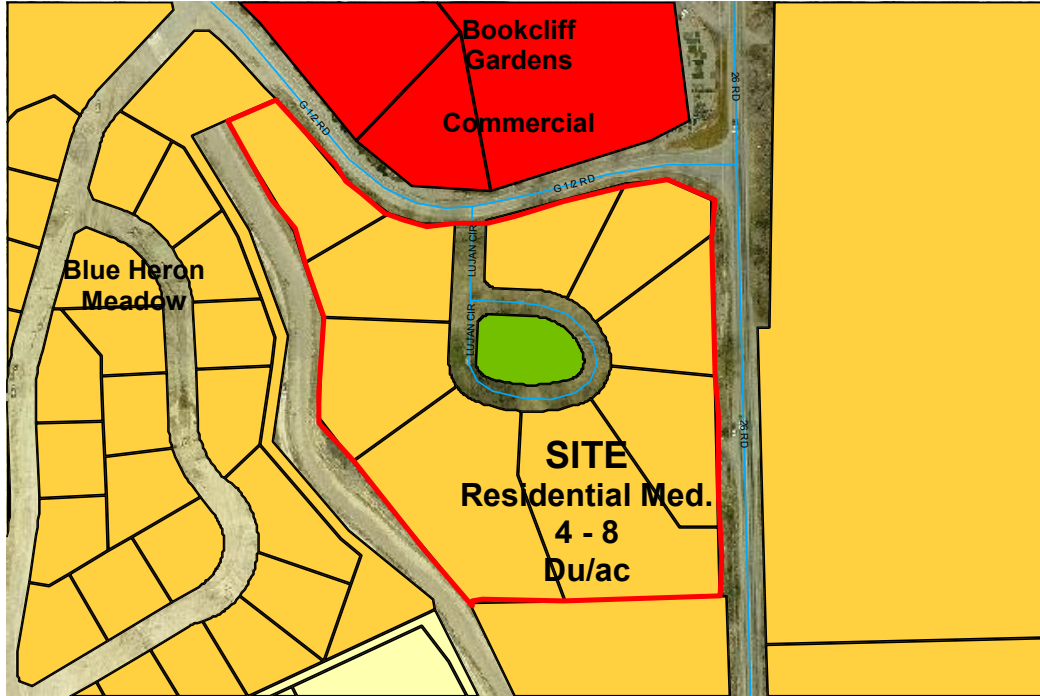
# Aerial Photo Map

SW Corner 26 Rd and G ½ Rd



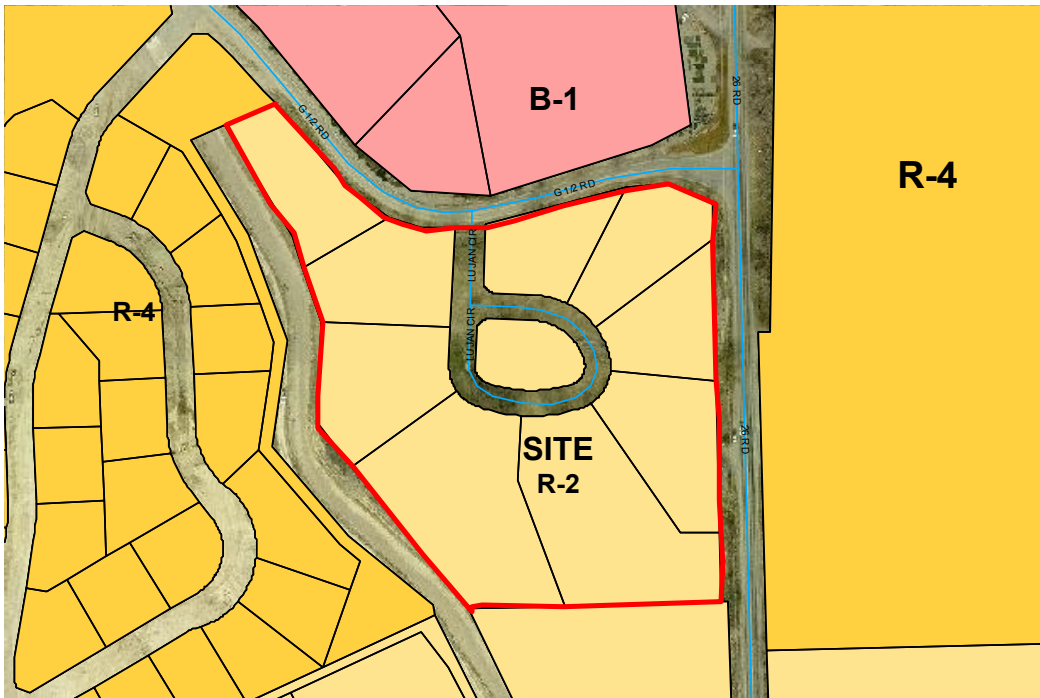
# Future Land Use Map

SW Corner 26 Rd and G ½ Rd



# Existing City and County Zoning

SW Corner 26 Rd and G ½ Rd



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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REZONING 8.42 ACRES OF LAND KNOWN AS SUNPOINTE  
NORTH SUBDIVISION LOCATED ON  
THE SOUTH WEST CORNER OF 26 ROAD AND G 1/2 ROAD FROM R-2 TO R-4**

Recitals.

A rezone from the Residential - 2 units per acre (R-2) district to the Residential - 4 units per acre (R-4) district has been requested for the properties located on the South West corner of 26 Road and G 1/2 Road for purposes of developing a residential subdivision. The City Council finds that the request meets the goals and policies and future land use set forth by the Growth Plan (Residential Medium, 4 to 8 dwelling units per acre). City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied.

The Grand Junction Planning Commission, at its September 11, 2007 hearing, recommended approval of the rezone request from the R-2 district to the R-4 district.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL DESCRIBED BELOW IS HEREBY ZONED TO THE RESIDENTIAL – 4 UNITS PER ACRE (R-4) DISTRICT:

Sunpointe North Subdivision recorded with the Mesa County Clerk and Recorder, Plat Book 13, Page 319.

INTRODUCED for FIRST READING and PUBLICATION this \_\_ day of \_\_\_\_\_, 2007.

PASSED on SECOND READING this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of Council

**Attach 5**  
**Setting a Hearing on Vacating Lujan Circle Right-of-Way and Utility Easements**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Vacation of Lujan Circle Right-of-Way and Utility Easements shown on the Sunpointe North Subdivision Plat		
<b>File #</b>	PP-2007-058		
<b>Meeting Day, Date</b>	Monday, September 17, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	September 6, 2007		
<b>Author Name &amp; Title</b>	Lori V. Bowers, Senior Planner		
<b>Presenter Name &amp; Title</b>	Lori V. Bowers, Senior Planner		

**Summary:**

Located near the southwest corner of 26 Road & G 1/2 Road, Lujan Circle is a dedicated yet not constructed right-of-way, with a couple of utility easements shown on the Sunpointe North Subdivision plat. The request to vacate this right-of-way and utility easements is subject to approval and recordation of a final plat that is compliant with the Zoning and Development Code for the future Ruby Ranch Subdivision (file number PP-2007-058).

**Budget:** N/A

**Action Requested/Recommendation:** Introduce and pass for publication on first reading a proposed ordinance to vacate the Right-of-Way for Lujan Circle and utility easements shown on the Sunpointe North Subdivision plat, and set a Public Hearing for October 1, 2007.

**Attachments:**

Site Location Map / Aerial Photo Map  
 Future Land Use Map / Existing City and County Zoning  
 Sunpointe North Subdivision Plat  
 Ordinance vacating ROW and easements

## **Background Information:**

1. Sunpointe North Subdivision (Proposed Ruby Ranch Subdivision) is located adjacent to the Grand Valley Highline Canal on the west, with Blue Heron Meadows Subdivision on the other side of the canal. G ½ Road is north and 26 Road is located to the east. Jacobson's Pond Subdivision is across 26 Road to the east. Directly south is 2.7 acres of vacant land. The topography consists of slightly rolling hills.

This application is a request to vacate the platted, yet not constructed, right-of-way of Lujan Circle. This is shown on the Sunpointe North Subdivision Plat which was approved in 1984 by the Board of County Commissioners. The final Plat was recorded in July of 1985. The property was annexed into the City in 2000, as part of the G Road North Annexation. The annexation area consisted of 274 acres of land. The Sunpointe North Subdivision Plat consists of nine lots and one small lot, 0.359 acres in size that is in the center of the subdivision surrounded by Lujan Circle. A twenty-foot utility and irrigation easement is shown on the east and west, with another ten-foot irrigation easement on the west heading slightly south. A drainage easement near the northern end of the property is also being vacated, which runs slightly north to south.

By vacating the platted but not yet constructed right-of-way, along with the utility, drainage and irrigation easements, provides the developer with a clean slate to develop a subdivision that will meet the density requirements of the Growth Plan. No public utilities were constructed for this subdivision, and new dedicated easements for GVIC (Grand Valley Irrigation Company) and GVWUA (Grand Valley Water Users Association) will be provided with the future proposed subdivision.

2. Consistency with the Growth Plan: Once the Future Land Use Map error is corrected by the City Council the proposed development will be consistent with the Growth Plan and the North Central Valley Plan.

3. Section 2.11.c of the Zoning and Development Code

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

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

By vacating the existing right-of-way for Lujan Circle, shown on the Sunpointe North Plat, a new subdivision can be designed that will meet the density requirements of the Growth Plan (the Sunpointe North Plat does not). The proposed new road alignment will allow for better neighborhood interconnectivity. Trail connections will be made per the Urban Trails Master Plan. The proposal also supports the goals and policies of The North Central Valley Plan.

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

The vacation of the dedicated but not yet constructed right-of-way and utility easements will land lock the already platted parcels. A Preliminary plan is currently under review for the proposed new subdivision. Once the new subdivision is platted there will be no landlocked parcels as new right-of-way and easements will be dedicated.

- 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.

The parcel will not be restricted by the proposed vacation. The vacation of the right-of-way and utility easements will increase the value of the parcel so a new more efficient design that will meet the requirements of the Growth Plan can be provided without a hindrance of the existing design.

- 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. Once the new subdivision is approved the impacts to the health, safety and welfare of the community and the quality of the public facilities should be improved.

- 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.

Adequate public facilities and services are not inhibited since no public facilities were constructed for the Sunpointe North Subdivision.

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

By vacating the existing right-of-way and utility easements, the traffic circulation shall be improved with the new subdivision plan.

#### FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Ruby Ranch Subdivision application, file number VR-2007-058 for vacation of right-of-way and utilities, the Planning Division makes the following findings of fact, conclusions and conditions:



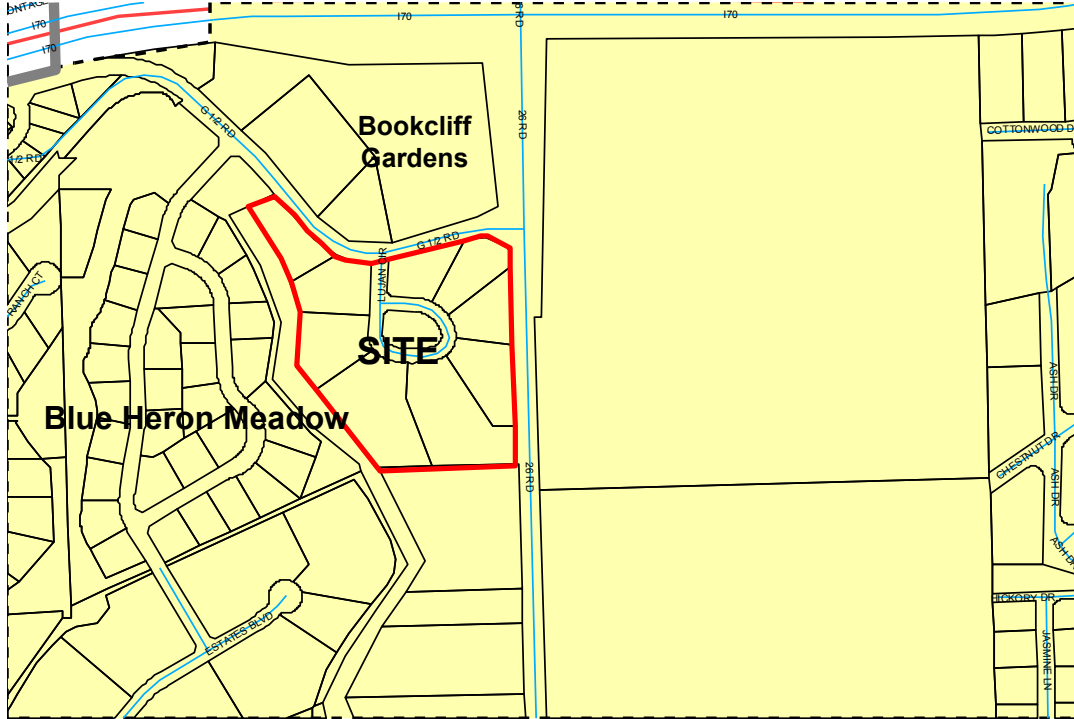
3. The requested vacation of public right-of-way and utility easements is consistent with the goals and policies of the Growth Plan and the North Central Valley Plan.
4. The review criteria for Vacations of Public Rights-of-Way and Easements found in Section 2.11.c of the Zoning and Development Code have all been met.
3. Approval shall be subject to approval and recordation of a final plat that is compliant with the Zoning and Development Code for Ruby Ranch Subdivision.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission will review the request at their regularly scheduled meeting of September 11, 2007. A recommendation will be forwarded by the time of the Public Hearing scheduled for October 1, 2007.

# Site Location Map

SW Corner 26 Rd and G ½ Rd



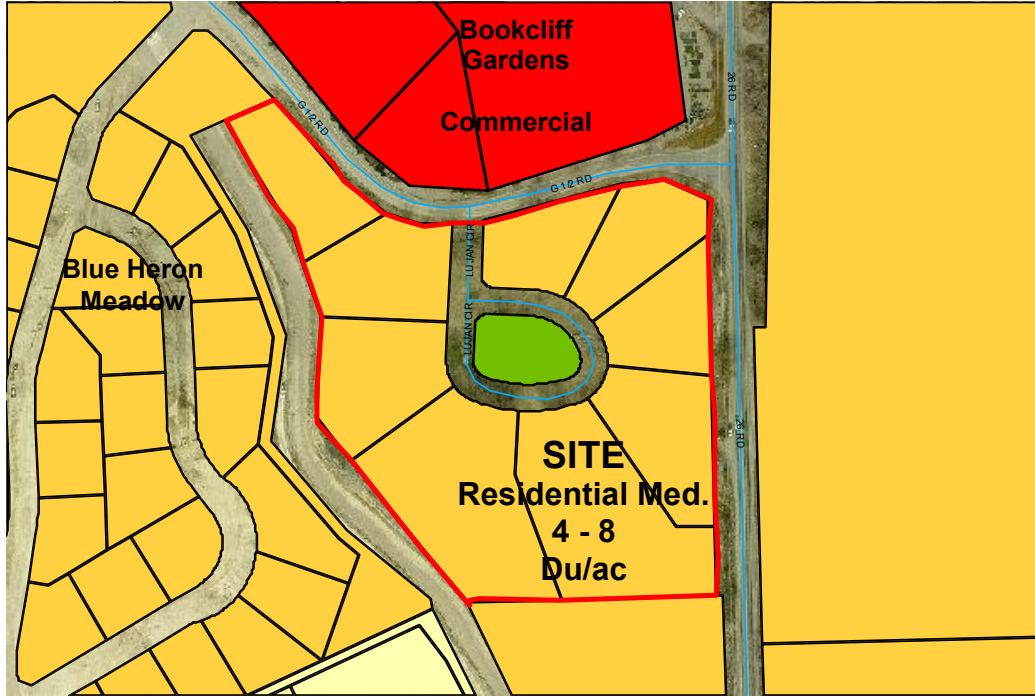
# Aerial Photo Map

SW Corner 26 Rd and G ½ Rd



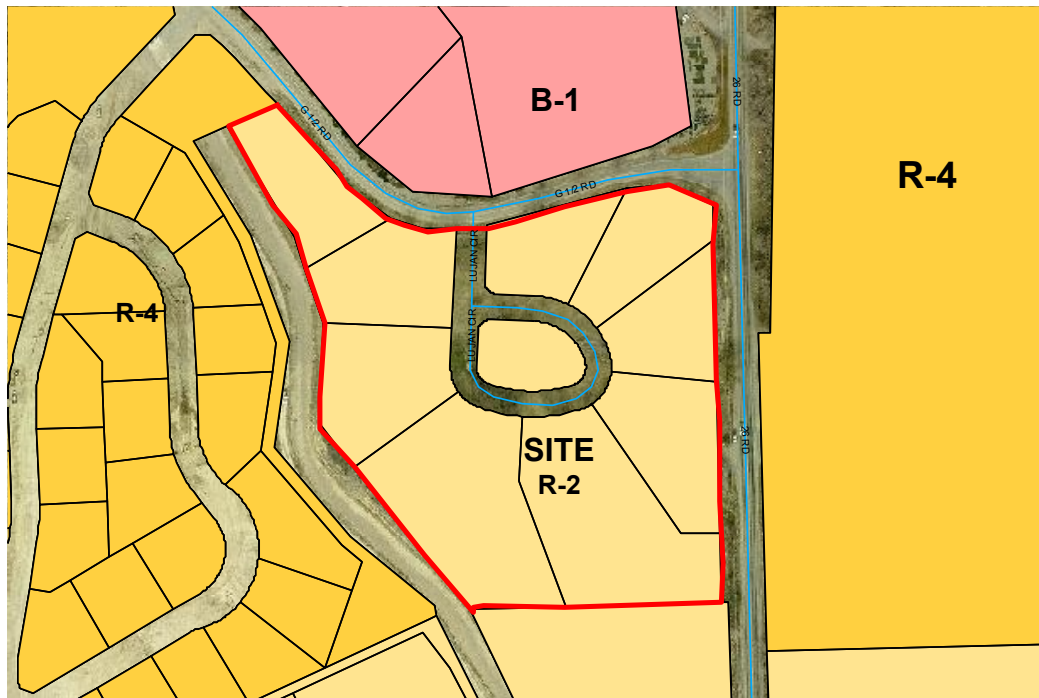
# Future Land Use Map

SW Corner 26 Rd and G ½ Rd



# Existing City and County Zoning

SW Corner 26 Rd and G ½ Rd

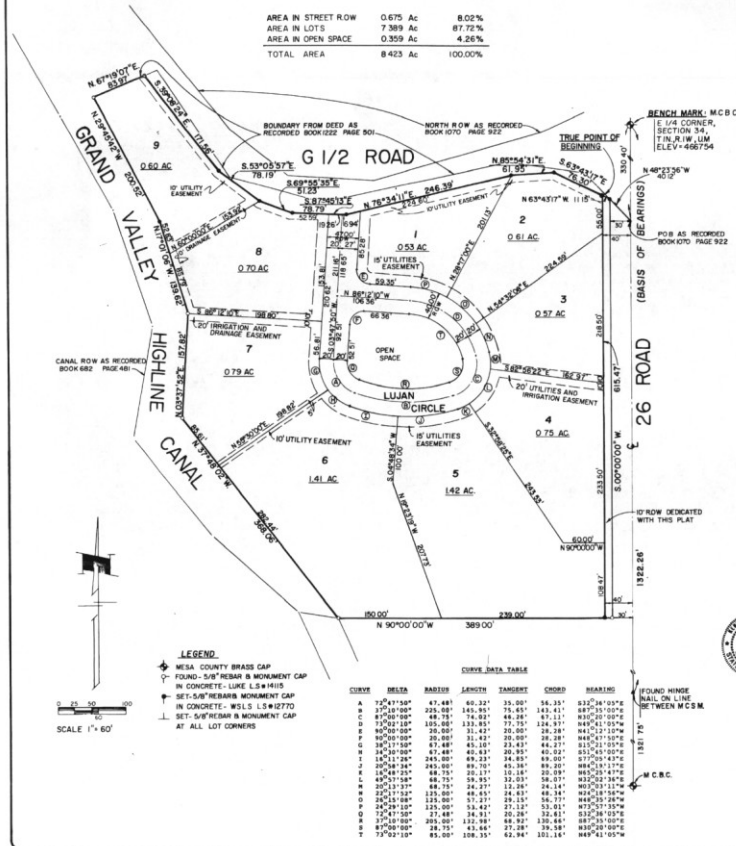


NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

# SUNPOINTE NORTH

**AREA QUANTITIES**

AREA IN STREET ROW	0.675 AC	8.02%
AREA IN LOTS	7.389 AC	87.72%
AREA IN OPEN SPACE	0.359 AC	4.26%
TOTAL AREA	8.423 AC	100.00%



**LEGEND**

- MESA COUNTY BRASS CAP
- FOUND - 5/8" REBAR IN MONUMENT CAP
- IN CONCRETE - LINE L&W MARKS
- SET - 5/8" REBAR IN MONUMENT CAP
- IN CONCRETE - W&LS L&W MARKS
- SET - 5/8" REBAR IN MONUMENT CAP
- AT ALL LOT CORNERS

**CURVE DATA TABLE**

CURVE	BEARS	RADIUS	LENGTH	TANGENT	CHORD	BEARING
A	72°41'18"	47.48	60.31	30.00	46.33	S12°24'09"E
B	37°08'08"	225.08	145.93	75.45	143.41	S87°50'05"E
C	83°00'00"	48.71	76.80	48.00	57.11	S83°00'00"E
D	73°02'18"	185.00	132.83	75.75	124.87	S48°41'05"W
E	80°07'00"	50.00	31.42	20.00	28.24	S65°21'05"E
F	90°07'00"	50.00	31.42	20.00	28.24	S15°21'05"E
G	26°30'00"	47.48	60.31	30.00	46.33	S12°24'09"E
H	18°31'28"	245.00	89.23	34.85	89.00	S77°08'43"E
I	205°34'54"	245.00	89.23	34.85	89.00	S85°31'57"E
J	180°48'33"	48.71	76.80	48.00	57.11	S83°00'00"E
K	200°13'37"	48.71	76.80	48.00	57.11	S83°00'00"E
L	200°13'37"	48.71	76.80	48.00	57.11	S83°00'00"E
M	200°13'37"	48.71	76.80	48.00	57.11	S83°00'00"E
N	200°13'37"	48.71	76.80	48.00	57.11	S83°00'00"E
O	200°13'37"	48.71	76.80	48.00	57.11	S83°00'00"E
P	248°28'18"	125.00	53.42	27.12	53.01	S75°30'35"W
Q	72°41'18"	47.48	60.31	30.00	46.33	S12°24'09"E
R	37°08'08"	225.08	145.93	75.45	143.41	S87°50'05"E
S	83°00'00"	48.71	76.80	48.00	57.11	S83°00'00"E
T	73°02'18"	185.00	132.83	75.75	124.87	S48°41'05"W

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Dale E. Jones and K. Eric Alpha, the owners of real property situated in the County of Mesa, State of Colorado and being a part of the S&1/4, S&1/4 of Section 34, Township 1 North, Range 1 West of the 10th Meridian, being more particularly described as follows:

The original description is recorded in Book 1232 Page 581.

The current plat description is as follows:

Commencing at the Brass cap monument the West one-fourth corner of said Section 34, thence along the Eastern line thereof S00°00'00"E 330.40 feet to a point with all bearings in this description being relative to a bearing of 200°00'00"E along this line, thence S65°19'07"W 60.12 feet, thence S45°41'17"W 11.15 feet to the true point of beginning; thence S00°00'00"E 633.47 feet; thence S00°00'00"E 388.00 feet; thence S75°41'27"E 388.00 feet; thence S02°31'27"E 335.82 feet; thence S15°01'09"W 139.42 feet; thence S02°45'47"W 220.50 feet; thence S05°19'07"E 83.97 feet; thence S15°01'24"E 131.38 feet; thence S15°01'17"E 38.15 feet; thence S05°19'07"E 83.97 feet; thence S15°01'24"E 131.38 feet; thence S75°41'27"E 388.00 feet; thence S02°31'27"E 335.82 feet; thence S45°41'17"W 11.15 feet to the true point of beginning and containing 8.423 acres more or less.

That said owners do hereby dedicate and set apart all of the streets and roads as shown on the accompanying plat to use of the public forever, and do hereby dedicate to the public utilities those portions of said real property which are labeled as utility easements on the accompanying plat as depicted, easements for the installation and maintenance of utilities, irrigation and drainage facilities, including, but not limited to electrical lines, gas lines, telephone lines, together with the right to trim interfering trees and brush; with perpetual right of ingress and egress for installation and maintenance of such lines. Such easements and right shall be utilized in a reasonable and prudent manner.

That all expense for street paving or improvements shall be furnished by the seller or purchaser, not by the County of Mesa.

WITNESSES whereof said owners have caused their names to be hereto subscribed this 9<sup>th</sup> day of July, 1984.

Dale E. Jones  
K. Eric Alpha

**NOTICE**

STATE OF COLORADO }  
COUNTY OF MESA }

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 1984, by Dale E. Jones and K. Eric Alpha, as tenants in common.

My Commission Expires: Oct 7, 1987

**COUNTY PLANNING COMMISSION CERTIFICATE**

Approved this 14<sup>th</sup> day of July, 1984, County Planning Commission of the County of Mesa, State of Colorado.

**BOARD OF COUNTY COMMISSIONERS CERTIFICATE**

Approved this 14<sup>th</sup> day of July, 1984, Board of County Commissioners of the County of Mesa, State of Colorado.

**UTILITIES COORDINATING COMMITTEE**

Approved this 14<sup>th</sup> day of July, 1984, Utilities Coordinating Committee of the County of Mesa, State of Colorado.

**CLERK AND RECORDER'S CERTIFICATE**

STATE OF COLORADO } SS  
COUNTY OF MESA }

I hereby certify that this instrument was filed in my office at 11:41 o'clock A.M. on this day of July, 1984, and is duly recorded in Book 1232 at page 579.

Dale E. Jones  
K. Eric Alpha

**SURVEYOR'S CERTIFICATE**

I, Kenneth L. Glenn, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct and complete plat of SUNPOINTE NORTH monumented, platted, dedicated and shown hereon, that this plat was made from an accurate survey of said property by me, and on the basis of my knowledge and belief correctly shows the location and dimensions of the parcels, easements and dedicated right-of-way of said subdivision in compliance with Colorado State regulations governing the subdivision of land.

By: Kenneth L. Glenn  
Surveyor

**NOTICE:** According to Colorado Law, you must commence any legal action based upon any defect in this survey within six years after you first discover such defect, or in no event, any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

The Subdivision Protective Comments are recorded in Plat Book \_\_\_\_\_ Page \_\_\_\_\_

**SUNPOINTE NORTH**  
SECTION 34, T1N1N, R1W1E, U.M.

BECK, SHURUM and ASSOCIATES, INC.  
NATIONAL REGISTERED SURVEYORS  
1000 EAST 17TH AVENUE, SUITE 200  
DENVER, COLORADO 80202

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE VACATING UNDEVELOPED RIGHT-OF-WAY  
KNOWN AS LUJAN CIRCLE AND SEVERAL DRAINAGE, IRRIGATION AND UTILITY  
EASEMENTS AS SHOWN ON THE SUNPOINTE NORTH SUBDIVISION PLAT  
LOCATED AT THE SW CORNER OF 26 ROAD AND G 1/2 ROAD**

Recitals.

A vacation of the dedicated yet un-constructed right-of-way known as Lujan Circle, located near the south west corner of 26 Road and G 1/2 Road has been requested by the property owner. Also requested is the vacation of the drainage, irrigation and utility easements shown thereon. The vacation request is a result of the Ruby Ranch Subdivision's proposal to develop a single family subdivision on 8.42 acres. The request to vacate is specifically for those dedications recorded in the Mesa County Clerk & Recorder's records at Plat Book 13, Page 319.

The City Council finds that the request is consistent with the Growth Plan, the Grand Valley Circulation Plan and Section 2.11 of the Zoning and Development Code. This Ordinance shall not become effective until the recording of the Final Plat for the Ruby Ranch Subdivision.

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

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

The dedicated right-of-way, drainage, irrigation and utility easements as shown on the Sunpointe North Subdivision Plat recorded with the Mesa County Clerk and Recorder at Plat Book 13, Page 319, and as depicted on the attached Exhibit "A" are hereby vacated.

Introduced on first reading this \_\_\_ day of \_\_\_\_\_, 2007 and ordered published.

Adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Mayor

ATTEST:

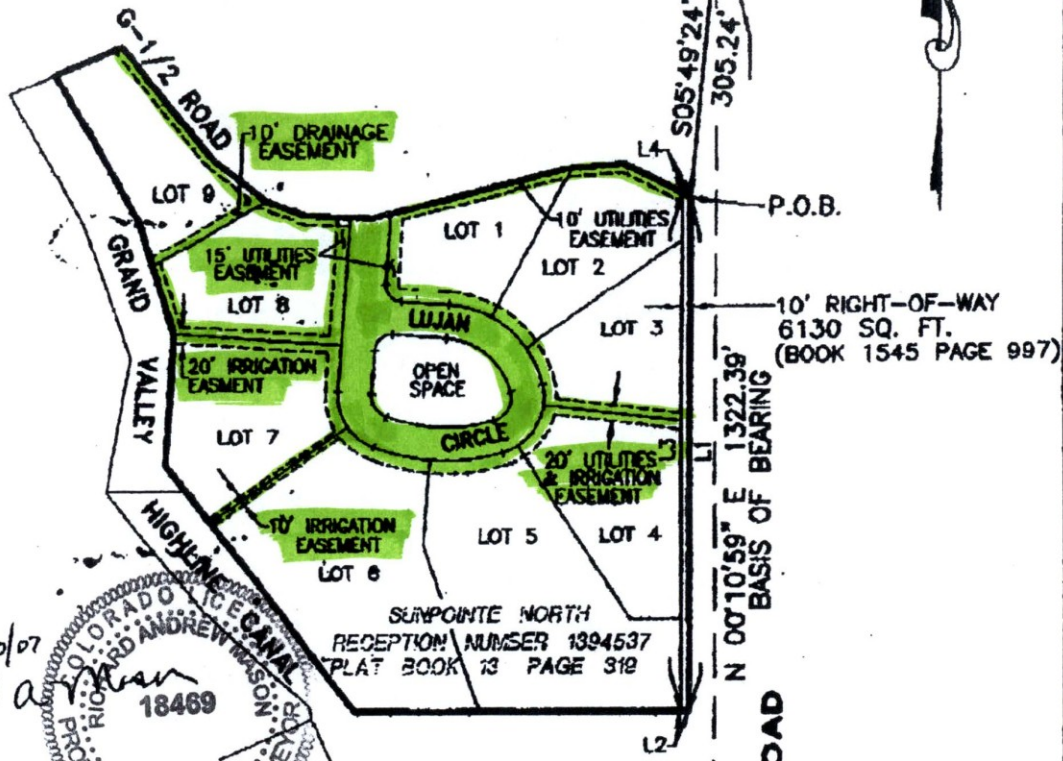
\_\_\_\_\_  
City Clerk

Exhibit "A"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°10'59" W	810.53'
L2	N 89°49'01" W	10.00'
L3	N 00°10'59" E	615.47'
L4	S 63°32'18" E	11.15'

MCSM (P.O.C.)  
E1/4 CORNER  
SECTION 34  
T1N, R1W, U.M.



1/30/07  
Richard A. [Signature]  
PROFESSIONAL LAND SURVEYOR  
18469  
COLORADO  
RICHARD ANDREW [Signature]

SUNPOINTE NORTH  
RECEPTION NUMBER 1394537  
PLAT BOOK 13 PAGE 312

LEGEND

- BLM MONUMENT
- MESA COUNTY SURVEY MARKER
- BLM BUREAU OF LAND MANAGEMENT
- MCSM MESA COUNTY SURVEY MARKER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



1" = 200'

B.L.M. MARKER  
S.E. CORNER  
NE1/4 SE1/4  
SECTION 34  
T1N, R1W, U.M.



Richard Andrew  
Professional Engineer  
No. 10000  
Grand Jct, CO 81505  
(970) 243-6388

PROJECT: VACATION OF STREETS, RIGHTS-OF-WAY AND EASEMENTS			
EXHIBIT VACATION OF STREETS, RIGHTS-OF-WAY AND EASEMENTS			
Drawn	Checked	By	Date
			1/31/07
Sheet	1	of	1

**Attach 6**

**Setting a Hearing on Rim View Estates Annexation Located at 595 21 1/8 Road  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Rim View Estates Annexation - Located at 595 21 1/8 Road		
<b>File #</b>	ANX-2007-251		
<b>Meeting Day, Date</b>	Monday, September 17, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	September 6, 2007		
<b>Author Name &amp; Title</b>	Faye Hall – Associate Planner		
<b>Presenter Name &amp; Title</b>	Faye Hall – Associate Planner		

**Summary:** Request to annex 4.70 acres, located at 595 21 1/8 Road. The Rim View Estates Annexation consists of one parcel and includes a portion of the 21 1/8 Road and South Broadway Rights-of-Way. The property is located on the Southwest corner of South Broadway and 21 1/8 Road in the Redlands.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt a Resolution referring the petition for the Rim View Estates Annexation and introduce the proposed Ordinance and set a hearing for November 5, 2007

**Attachments:**

1. Staff report/Background information
2. Annexation / Site Location Map; Aerial Photo Map
3. Future Land Use Map; Existing County and City Zoning Map
4. Resolution Referring Petition
5. Annexation Ordinance

**Background Information:** See attached Staff Report/Background Information

**STAFF REPORT / BACKGROUND INFORMATION**

<b>Location:</b>		595 21 1/8 Road		
<b>Applicants:</b>		Owner: Rim View Estates, LLC – Gary and Linda Ross Representative: River City Consultants, Inc. – Tracy Moore		
<b>Existing Land Use:</b>		Residential		
<b>Proposed Land Use:</b>		Residential		
<b>Surrounding Land Use:</b>	<b>North</b>	Residential		
	<b>South</b>	Residential		
	<b>East</b>	Residential		
	<b>West</b>	Residential		
<b>Existing Zoning:</b>		County RSF-4		
<b>Proposed Zoning:</b>		R-4 (Residential, 4 units per acre)		
<b>Surrounding Zoning:</b>	<b>North</b>	County RSF-4		
	<b>South</b>	County RSF-4		
	<b>East</b>	County RSF-4		
	<b>West</b>	County RSF-4		
<b>Growth Plan Designation:</b>		Residential Medium Low 2-4 du/ac		
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>	<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 4.70 acres of land and is comprised of one parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the



Rim View Estates 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.

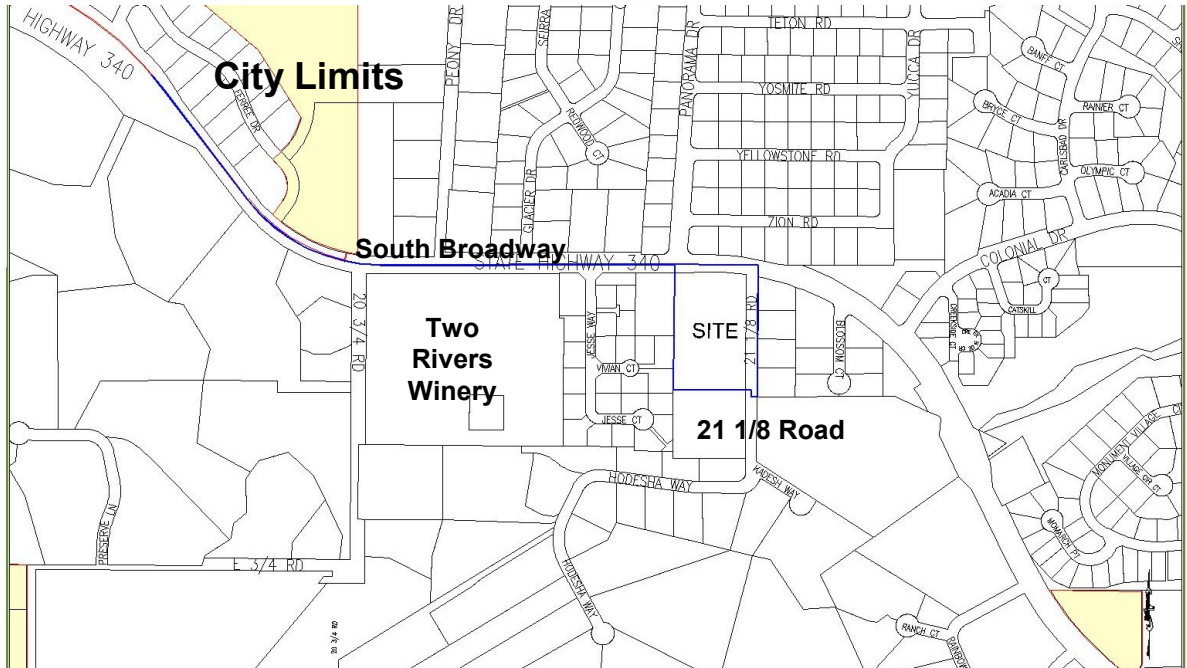
<u><i>ANNEXATION SCHEDULE</i></u>	
<b>September 17, 2007</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>September 25, 2007</b>	Planning Commission considers Zone of Annexation
<b>October 15, 2007</b>	Introduction of a proposed Ordinance on Zoning by City Council
<b>November 5, 2007</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>December 7, 2007</b>	Effective date of Annexation and Zoning

**RIM VIEW ESTATES ANNEXATION SUMMARY**

<b>File Number:</b>	ANX-2007-251	
<b>Location:</b>	595 21 1/8 Road	
<b>Tax ID Number:</b>	2947-232-00-011	
<b>Parcels:</b>	1	
<b>Estimated Population:</b>	2	
<b># of Parcels (owner occupied):</b>	1	
<b># of Dwelling Units:</b>	1	
<b>Acres land annexed:</b>	4.70 acres	
<b>Developable Acres Remaining:</b>	3.97 acres	
<b>Right-of-way in Annexation:</b>	31,922 sq ft (.73 ac)	
<b>Previous County Zoning:</b>	RSF-4	
<b>Proposed City Zoning:</b>	R-4 (Residential, 4 units per acre)	
<b>Current Land Use:</b>	Residential	
<b>Future Land Use:</b>	Residential	
<b>Values:</b>	<b>Assessed:</b>	\$56,230
	<b>Actual:</b>	\$706,460
<b>Address Ranges:</b>	591 thru 595 21 1/8 Road (odd only)	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water
	<b>Sewer:</b>	Persigo
	<b>Fire:</b>	Grand Junction Rural
	<b>Irrigation/ Drainage:</b>	Redlands Water and Power
	<b>School:</b>	District 51
	<b>Pest:</b>	N/A

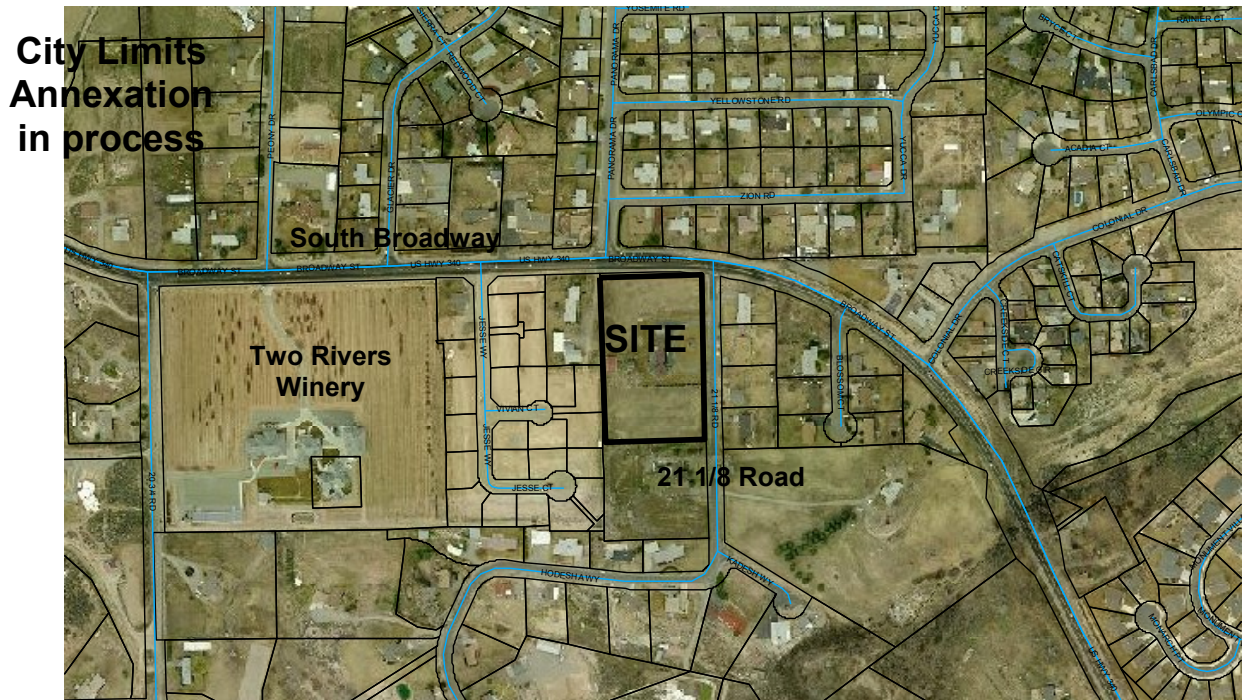
# Annexation / Site Location Map

Figure 1



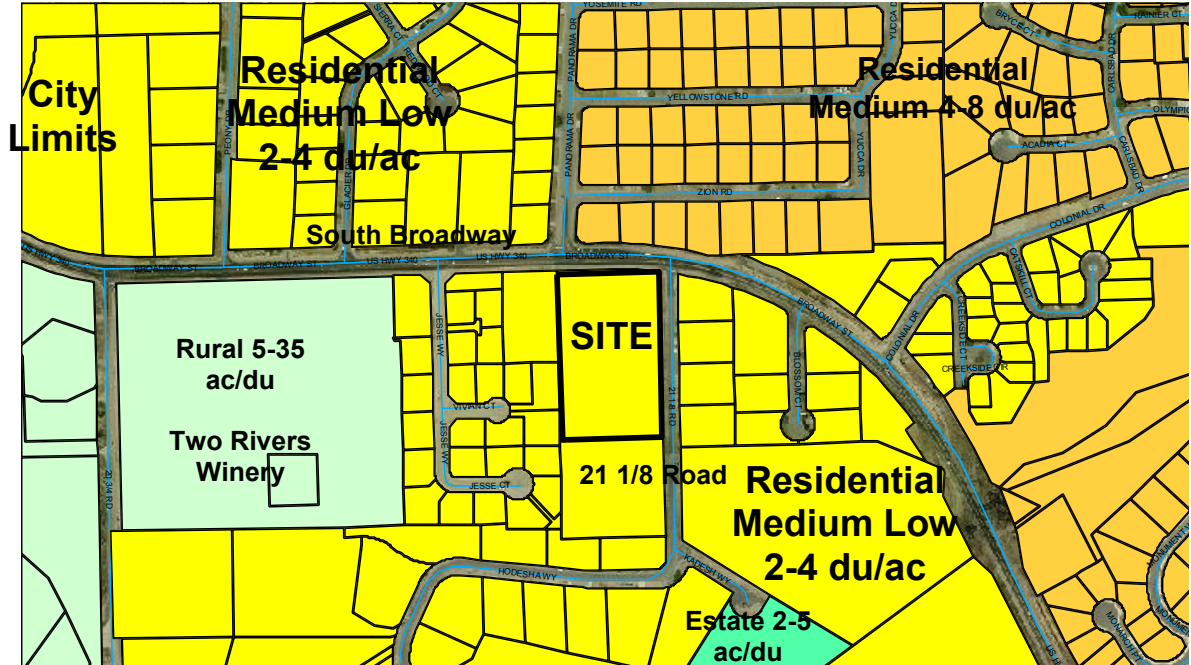
# Aerial Photo Map

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 17<sup>th</sup> of September, 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**

**RIM VIEW ESTATES ANNEXATION**

**LOCATED AT 595 21 1/8 ROAD AND ALSO INCLUDES A PORTION OF THE SOUTH  
BROADWAY AND 21 1/8 ROAD RIGHTS-OF-WAY**

WHEREAS, on the 17th day of September, 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:

**RIM VIEW ESTATES ANNEXATION**

A certain parcel of land located in the South Half (S1/2) of Section 15 and The North Half (N 1/2) of Sections 22 and 23, Township 11 South, Range 101 West of the 6<sup>th</sup> Principal Meridian, County of Mesa, State of Colorado, and being more particularly described as follows:

Beginning at the Northeast corner of said Section 22 and assuming the Northerly line of the Northeast Quarter (NE 1/4) of said Section 22 to bear S89°26'44"E with all bearings contained herein relative thereto; thence S89°34'19"E along the Northerly line of the Northwest Quarter (NW 1/4) of said Section 23 a distance of 509.28 feet; thence S00°32'41"W along the Westerly line of Blossom Hill Estates and its Northerly projection, recorded in Plat Book 11, Page 25 of the Mesa County, Colorado public records, a distance of 577.56 feet to the Southwest corner of Lot 4 of said Blossom Hill Estates; thence S89°52'41"W a distance of 25.00 feet; thence N00°32'41"E along the Westerly right of way of 21 1/8 Road as dedicated on said Blossom Hills Estates a distance of 31.20 feet; thence N89°50'19"W a distance of 338.93 feet to a point on the Easterly line of Retherford Estates, recorded in Book 3890, Page 578 of the Mesa County, Colorado public records; thence N00°42'55"E along the Easterly line of said Retherford Estates and the Northerly projection thereof, a distance of 546.18 feet; thence N89°34'19"W along a line being 2.00 feet South of and parallel with the Northerly line of the NW 1/4 of said Section 23 a distance of 146.99 feet; thence

S89°47'50"W a distance of 1125.49 feet; thence 668.50 along the arc of a 722.00 foot radius curve concave Northeast, having a central angle of 53°03'02" and a chord bearing N63°35'05"W a distance of 644.88 feet; thence N37°06'43"W along a line being 2.00 feet South of and parallel with the Southerly line of Page Annexation No.3, Ordinance No. 4084, City of Grand Junction, a distance of 602.20 feet; thence continuing along said line 79.90 feet along the arc of a 1415.00 foot radius curve concave southwest, having a central angle of 03°14'07" and a chord bearing N38°09'20"W a distance of 79.89' feet; thence N50°13'36"E a distance of 2.00 feet to a point on the Northerly line of said Page Annexation No. 3; thence along the Northerly line of said Page Annexation No. 3, 80.00 feet along the arc of a 1417.00 foot radius curve concave Southwest, having a central angle of 03°14'06", and a chord bearing S38°09'21"E a distance of 79.99 feet; thence S37°06'43"E continuing along the Northerly line of said Page Annexation No. 3 a distance of 602.19 feet; thence 666.65 feet along the arc of a 720.00 foot radius curve, concave Northeast, having a central angle of 53°03'01" and a chord bearing S63°35'05"E a distance of 643.09 feet; thence N89°47'50"E a distance of 1125.50 feet to the Point of Beginning.

Said parcel contains 4.70 acres (204,759 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 November, 2007, in the City Hall auditorium, located at 250 North 5<sup>th</sup> 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><b>DATES PUBLISHED</b></i>
<b>September 19, 2007</b>
<b>September 26, 2007</b>
<b>October 3, 2007</b>
<b>October 10, 2007</b>

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**RIM VIEW ESTATES ANNEXATION**

**APPROXIMATELY 4.70 ACRES**

**LOCATED AT 595 21 1/8 ROAD AND ALSO INCLUDES A PORTION OF THE SOUTH  
BROADWAY AND 21 1/8 ROAD RIGHTS-OF-WAY**

**WHEREAS**, on the 17<sup>th</sup> day of September, 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 November, 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:

**RIM VIEW ESTATES ANNEXATION**

A certain parcel of land located in the South Half (S1/2) of Section 15 and The North Half (N 1/2) of Sections 22 and 23, Township 11 South, Range 101 West of the 6<sup>th</sup> Principal Meridian, County of Mesa, State of Colorado, and being more particularly described as follows:

Beginning at the Northeast corner of said Section 22 and assuming the Northerly line of the Northeast Quarter (NE 1/4) of said Section 22 to bear S89°26'44"E with all bearings contained herein relative thereto; thence S89°34'19"E along the Northerly line of the Northwest Quarter (NW 1/4) of said Section 23 a distance of 509.28 feet; thence S00°32'41"W along the Westerly line of Blossom Hill Estates and its Northerly projection, recorded in Plat Book 11, Page 25 of the Mesa County, Colorado public

records, a distance of 577.56 feet to the Southwest corner of Lot 4 of said Blossom Hill Estates; thence S89°52'41"W a distance of 25.00 feet; thence N00°32'41"E along the Westerly right of way of 21 1/8 Road as dedicated on said Blossom Hills Estates a distance of 31.20 feet; thence N89°50'19"W a distance of 338.93 feet to a point on the Easterly line of Retherford Estates, recorded in Book 3890, Page 578 of the Mesa County, Colorado public records; thence N00°42'55"E along the Easterly line of said Retherford Estates and the Northerly projection thereof, a distance of 546.18 feet; thence N89°34'19"W along a line being 2.00 feet South of and parallel with the Northerly line of the NW 1/4 of said Section 23 a distance of 146.99 feet; thence S89°47'50"W a distance of 1125.49 feet; thence 668.50 along the arc of a 722.00 foot radius curve concave Northeast, having a central angle of 53°03'02" and a chord bearing N63°35'05"W a distance of 644.88 feet; thence N37°06'43"W along a line being 2.00 feet South of and parallel with the Southerly line of Page Annexation No.3, Ordinance No. 4084, City of Grand Junction, a distance of 602.20 feet; thence continuing along said line 79.90 feet along the arc of a 1415.00 foot radius curve concave southwest, having a central angle of 03°14'07" and a chord bearing N38°09'20"W a distance of 79.89' feet; thence N50°13'36"E a distance of 2.00 feet to a point on the Northerly line of said Page Annexation No. 3; thence along the Northerly line of said Page Annexation No. 3, 80.00 feet along the arc of a 1417.00 foot radius curve concave Southwest, having a central angle of 03°14'06", and a chord bearing S38°09'21"E a distance of 79.99 feet; thence S37°06'43"E continuing along the Northerly line of said Page Annexation No. 3 a distance of 602.19 feet; thence 666.65 feet along the arc of a 720.00 foot radius curve, concave Northeast, having a central angle of 53°03'01" and a chord bearing S63°35'05"E a distance of 643.09 feet; thence N89°47'50"E a distance of 1125.50 feet to the Point of Beginning.

Said parcel contains 4.70 acres (204,759 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 7**

**Setting a Hearing on the Bookcliff Land and Building Annexation  
CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Bookcliff Land and Building Annexation - Located at 564 29 Road		
<b>File #</b>	ANX-2007-232		
<b>Meeting Day, Date</b>	Monday, September 17, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	September 5, 2007		
<b>Author Name &amp; Title</b>	Faye Hall – Associate Planner		
<b>Presenter Name &amp; Title</b>	Faye Hall – Associate Planner		

**Summary:** Request to annex 2.93 acres, located at 564 29 Road. The Bookcliff Land and Building Annexation consists of one parcel and includes a portion of the 29 Road right-of-way. This property is located on the east side of 29 Road just south of Dawn Drive. This parcel is better known as the old Bookcliff Veterinary site.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt a Resolution referring the petition for the Bookcliff Land and Building Annexation and introduce the proposed Ordinance and set a hearing for November 5, 2007

**Attachments:**

1. Staff report/Background information
2. Annexation / Site Location Map; Aerial Photo Map
3. Future Land Use Map; Existing County & City Zoning Map
4. Resolution Referring Petition
5. Annexation Ordinance

**Background Information:** See attached Staff Report/Background Information

STAFF REPORT / BACKGROUND INFORMATION					
<b>Location:</b>		564 29 Road			
<b>Applicants:</b>		Owners: Bookcliff Land and Building, LLC – Nancy Hugenberg and Tom Melzer Representative: J & D Construction LTD – Dave Glassmeyer			
<b>Existing Land Use:</b>		Bookcliff Veterinary Clinic (unoccupied)			
<b>Proposed Land Use:</b>		Multi-family Residential			
<b>Surrounding Land Use:</b>	<b>North</b>	Multi-family Residential			
	<b>South</b>	Multi-family and Single Family Residential			
	<b>East</b>	Multi-family Residential			
	<b>West</b>	Single Family Residential			
<b>Existing Zoning:</b>		County RSF-4			
<b>Proposed Zoning:</b>		R-8 (Residential, 8 units per acre)			
<b>Surrounding Zoning:</b>	<b>North</b>	County RMF-8			
	<b>South</b>	County RMF-8			
	<b>East</b>	County RMF-8			
	<b>West</b>	County RSF-4			
<b>Growth Plan Designation:</b>		Residential Medium 4-8 du/ac			
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>		<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 2.93 acres of land and is comprised of one parcel and includes a portion of the 29 Road right-of-way. 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

Bookcliff Land and Building 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.

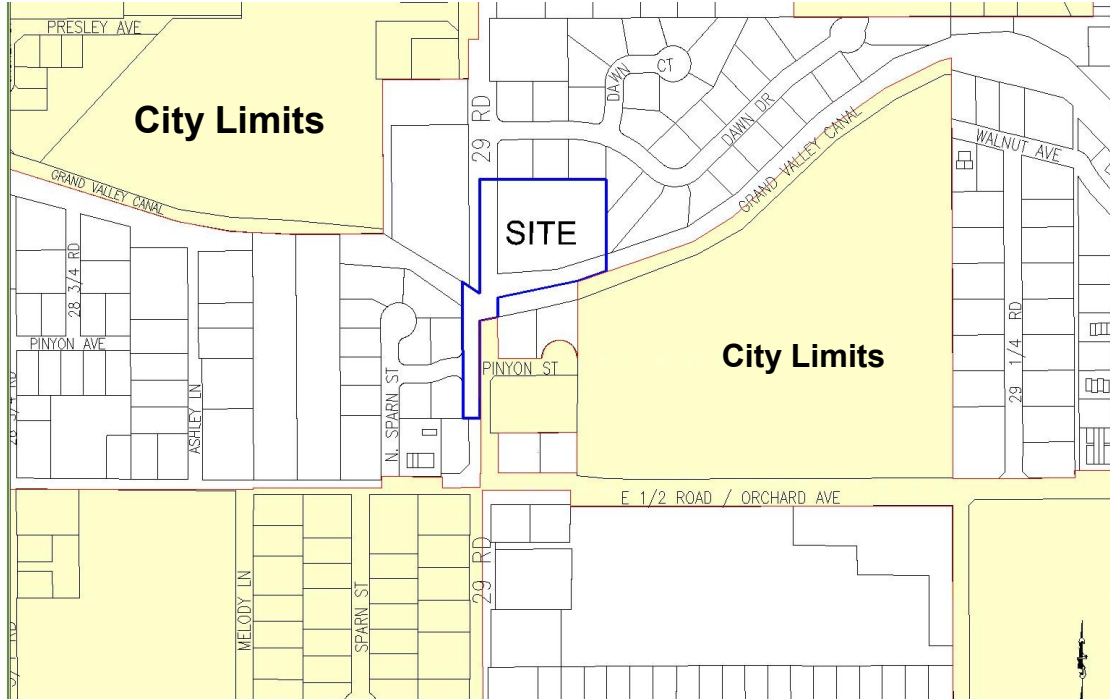
<u><i>ANNEXATION SCHEDULE</i></u>	
<b>September 17, 2007</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>September 25, 2007</b>	Planning Commission considers Zone of Annexation
<b>October 15, 2007</b>	Introduction of a proposed Ordinance on Zoning by City Council
<b>November 5, 2007</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>December 7, 2007</b>	Effective date of Annexation and Zoning

**BOOKCLIFF LAND AND BUILDING ANNEXATION SUMMARY**

<b>File Number:</b>	ANX-2007-232	
<b>Location:</b>	564 29 Road	
<b>Tax ID Number:</b>	2943-082-00-037	
<b>Parcels:</b>	1	
<b>Estimated Population:</b>	0	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	0	
<b>Acres land annexed:</b>	2.93 acres	
<b>Developable Acres Remaining:</b>	2.06 acres	
<b>Right-of-way in Annexation:</b>	37,760 sq ft (.867 acres)	
<b>Previous County Zoning:</b>	RSF-4	
<b>Proposed City Zoning:</b>	R-8	
<b>Current Land Use:</b>	Bookcliff Veterinary Clinic (unoccupied)	
<b>Future Land Use:</b>	Multi-family Residential	
<b>Values:</b>	<b>Assessed:</b>	\$156,240
	<b>Actual:</b>	\$538,760
<b>Address Ranges:</b>	560 thru 566 29 Road (even only)	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water
	<b>Sewer:</b>	Central Grand Valley
	<b>Fire:</b>	Grand Junction Rural
	<b>Irrigation/ Drainage:</b>	Grand Valley Water Users Association Grand Junction Drainage District
	<b>School:</b>	District 51
	<b>Pest:</b>	N/A

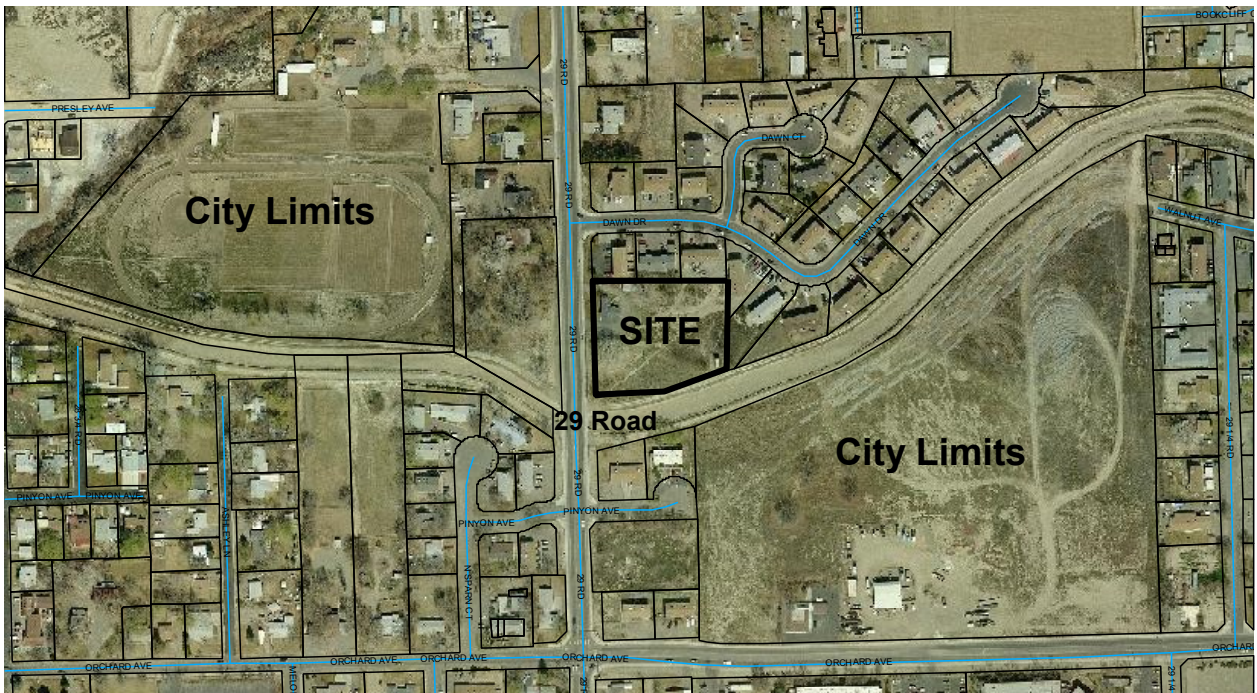
# Annexation / Site Location Map

Figure 1



# Aerial Photo Map

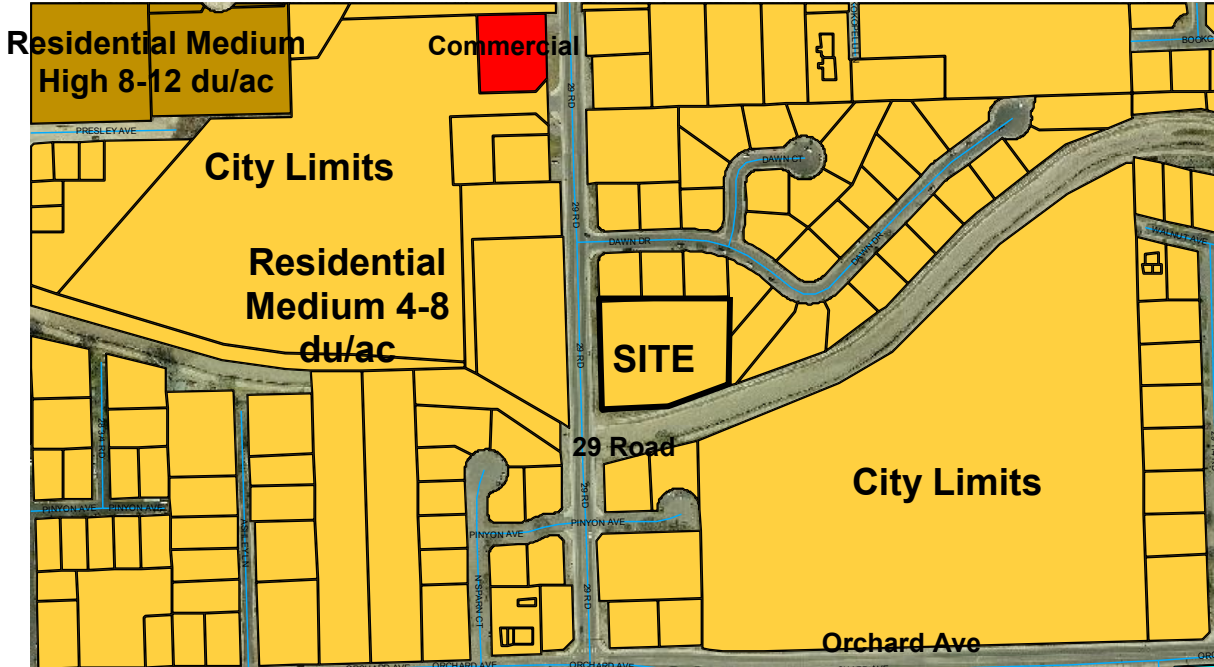
Figure 2





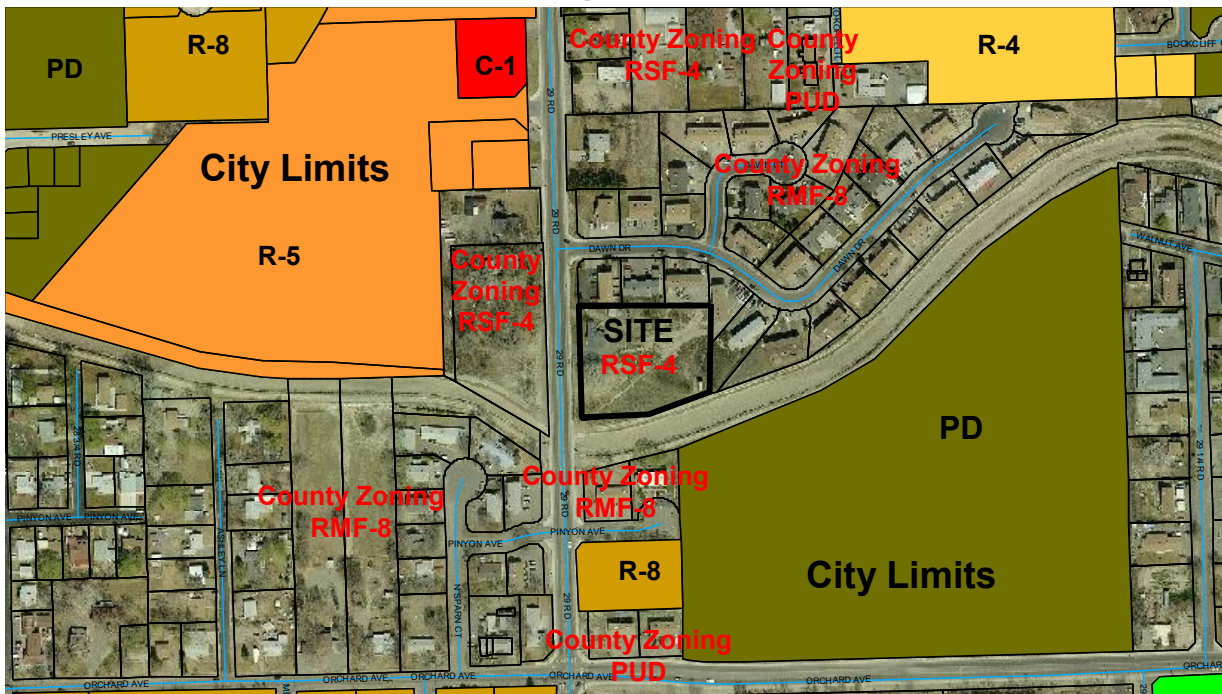
# Future Land Use Map

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 17<sup>th</sup> of September, 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**

**BOOKCLIFF LAND AND BUILDING ANNEXATION**

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

WHEREAS, on the 17th day of September, 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:

**BOOKCLIFF LAND AND BUILDING ANNEXATION**

A parcel of land located in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 7 and the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 8, Township 1 South, Range 1 East, of the Ute Principal Meridian, County of Mesa State of Colorado, being more particularly described as follows:

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

Southerly projection of) Lots 4 and 5, Block 2, of said Sunrise Gardens Subdivision a distance of 256.57 feet to the North line of the Arbors Annexation, Ordinance No. 3700, City of Grand Junction; thence  $S71^{\circ}01'08''W$  along the North line of said Arbors Annexation a distance of 85.62 feet to the Northwest corner of said Arbors Annexation also being a point on the centerline of the Grand Valley Canal; thence  $S78^{\circ}26'11''W$  along the centerline of said Grand Valley Canal a distance of 226.54 feet to a point on the East right of way of said 29 Road; thence  $S00^{\circ}04'18''E$  along the East right of way of said 29 Road a distance of 54.13 feet to the Northwest corner of Lot 1 Wood's Subdivision as recorded in Plat Book 12, Page 96 Mesa County, Colorado records; thence  $S77^{\circ}47'42''W$  distance of 51.14 feet to the West line of the SW 1/4 NW 1/4 of said Section 8; thence  $S00^{\circ}04'18''E$  along the West line of the SW 1/4 NW 1/4 of said Section 8 a distance of 273.44 feet to the Point of Beginning.

Said parcel contains 2.93 acres (127,776 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 November, 2007, in the City Hall auditorium, located at 250 North 5<sup>th</sup> 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><b>DATES PUBLISHED</b></i>
<b>September 19, 2007</b>
<b>September 26, 2007</b>
<b>October 3, 2007</b>
<b>October 10, 2007</b>

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**BOOKCLIFF LAND AND BUILDING ANNEXATION**

**APPROXIMATELY 2.93 ACRES**

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

**WHEREAS**, on the 17th day of September, 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 November, 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:

**BOOKCLIFF LAND AND BUILDING ANNEXATION**

A parcel of land located in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 7 and the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 8, Township 1 South, Range 1 East, of the Ute Principal Meridian, County of Mesa State of Colorado, being more particularly described as follows:

Commencing at the Southwest corner of the SW 1/4 NW 1/4 of said Section 8, and assuming the West line of the SW 1/4 NW 1/4 of said Section 8 bears N00°04'18"W with all bearings contained herein relative thereto; thence N00°04'18"W along the West line of the SW 1/4 NW 1/4 of said Section 8 a distance of 200.08 feet to the Point of Beginning; thence N89°51'38"W a distance of 50.00 feet to the Southwest corner of Lot

2, Block 1 of Homestead Subdivision, as recorded in Plat Book 11, Page 172 Mesa County, Colorado records, also being a point on the West right of way of 29 Road; thence N00°04'18"W along said West right of way of 29 Road a distance of 381.72 feet; thence S58°15'00"E a distance of 58.84 feet to a point on the West line of the SW 1/4 NW 1/4 of said Section 8; thence N00°04'18"W along the West line of the SW 1/4 NW 1/4 of said Section 8 a distance of 316.77 feet; thence N89°54'29"E along the South line (and the Westerly projection of) the South line of Lots 1 through 3, Block 2, Plat of Sunrise Gardens Subdivision, as recorded in Plat Book 12, Page 135, Mesa County, Colorado records a distance of 353.00 feet to a point on the West line of Lot 4, Block 2 of said Sunrise Gardens Subdivision; thence S00°04'18"E along the West line (and the Southerly projection of) Lots 4 and 5, Block 2, of said Sunrise Gardens Subdivision a distance of 256.57 feet to the North line of the Arbors Annexation, Ordinance No. 3700, City of Grand Junction; thence S71°01'08"W along the North line of said Arbors Annexation a distance of 85.62 feet to the Northwest corner of said Arbors Annexation also being a point on the centerline of the Grand Valley Canal; thence S78°26'11"W along the centerline of said Grand Valley Canal a distance of 226.54 feet to a point on the East right of way of said 29 Road; thence S00°04'18"E along the East right of way of said 29 Road a distance of 54.13 feet to the Northwest corner of Lot 1 Wood's Subdivision as recorded in Plat Book 12, Page 96 Mesa County, Colorado records; thence S77°47'42"W distance of 51.14 feet to the West line of the SW 1/4 NW 1/4 of said Section 8; thence S00°04'18"E along the West line of the SW 1/4 NW 1/4 of said Section 8 a distance of 273.44 feet to the Point of Beginning.

Said parcel contains 2.93 acres (127,776 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 8**  
**I-70 and Horizon Drive Landscape Improvements Change Order No. 2**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	I-70 and Horizon Drive Landscape Improvements Change Order No. 2		
<b>File #</b>			
<b>Meeting Day, Date</b>	Monday, September 17, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>	X	<b>Individual</b>
<b>Date Prepared</b>	September 10, 2007		
<b>Author Name &amp; Title</b>	Justin Vensel, Project Manager		
<b>Presenter Name &amp; Title</b>	Tim Moore, Public Works and Planning Director		

**Summary:** Change Order No. 2 is for the installation of colored flat work adjacent to Horizon Drive. This work was directed and funded by the Horizon Drive Business Improvement District. This change order also reflects additional traffic control required for the installation of the tile mosaics and actual quantities installed for the project.

**Budget:** Project No. 2011-F47500

2007 Project Expenses:

2007 Expenditures including CO #1	\$ 148,892.00
Change Order #2	<u>\$ 47,646.00</u>
<b>Total 2007 Expenses</b>	<b>\$ 196,538.00</b>

Project Funding Sources:

2007 Project Budget (CIP Acc. No. 2011-F47500)	\$ 182,683.00
2007 Contract Street Maintenance Approved on CO #1 (CIP Acc. No. 2011-F00401)	<u>\$ 21,706.00</u>
<b>Total Available:</b>	<b>\$ 204,389.00</b>

**Action Requested/Recommendation:** Authorize the City Manager to sign Change Order No. 2 for the **I-70 and Horizon Drive Landscape Improvements** to GH Daniels III and Associates in the amount of **\$ 47,645.24**.

**Attachments:**

1. Memorandum of Agreement between the Horizon Drive Improvement District and the City of Grand Junction.

**Background Information:** In August of 2006 the Horizon Drive Business Improvement District approached the City to substitute the colored concrete in place of the granite mulch rock from the back of curb to the front of walk. Their primary reason was for a cleaner look with less maintenance. The BID agreed to fund a majority of the change order to have the colored flat work installed. A memorandum of agreement for funding work between the City and the Horizon Drive BID was amended to include this additional work on February 2, 2007.

Also, included in this change order was the additional expense of traffic control for the installation of the tile mosaics on the slope paving. The extra traffic control was primarily attributed to the delay for the artist receiving the tiles from her supplier. The contractor, GH Daniels, had completed their portion of the contract prior to the installation of the tile mosaic.

000 24642  
HDBID

**MEMORANDUM OF AGREEMENT**  
Between  
The Horizon Drive Business Improvement District  
The City of Grand Junction

Recitals.

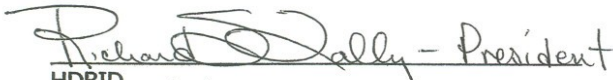
- A. The Horizon Drive Business Improvement District ("HDBID") is a political subdivision that exists pursuant to § 31-25-1200, et seq., C.R.S. The HDBID was formed in 2002 to promote investment in Grand Junction's Horizon Drive.
- B. In the City's 2005-2006 budget the City has proposed \$1,125,000 for the improvement of the I-70 and Horizon Drive interchange. The plan for the project is to construct improvements and install landscaping at the interchange. The HDBID have reviewed and approved the City's planned improvements.
- C. The City has proposed to construct the project beginning June 19, 2006.
- D. The project once completed will be a "signature" for Horizon Drive. Because the HDBID Board is very concerned about the project and ensuring it's timely and completion, the HDBID has agreed to contribute funds on the terms provided herein.
- E. While the resulting relationship is not legally a partnership, the cooperative efforts of the HDBID and the City can and by this agreement shall be viewed as a joint venture for the betterment of the City.

**NOW THEREFORE**, the Board of Directors of the Horizon Drive Business Improvement District and the City Council of the City of Grand Junction state their understandings, commitments and agreements all as follows:

- 1. The purposes of this Memorandum of Agreement are to create a framework for the collaboration, teamwork and cooperation that is essential to the funding of the I-70 and Horizon Drive beautification project, which will be used by and benefit all of the citizens and visitors to the City; and
- 2. The HDBID has agreed to contribute \$285,000 for the renovation of the interchange. The contribution is conditioned on the renovation shall being constructed in accordance with the approved plan attached hereto and incorporated by this reference as if fully set forth.
- 3. The HDBID has agreed to contribute \$57,000 per year for 5 years with annual payments being made on or before July 1 of each year until paid in full. The first payment is due February 2, 2007.

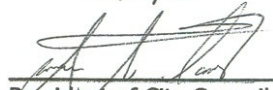
Horizon Drive I-70 Improvements Agreement  
City of Grand Junction and Horizon Drive Business Improvement District  
August 2006  
Page 2 of 2

4. The HDBID has agreed to pay a portion or portions of its stipulated financial contribution, as requested by the City, directly to the contractor. By making payments directly to the contractor the HDBID shall neither be nor become a party to the contract nor shall the HDBID be liable for any claims made by or against the contractor arising out of the performance or non-performance of the work.
5. The City agrees to defend the HDBID from any and all claims, demands or causes of action from the contractor or a third party that may arise by virtue of the HDBID agreeing to pay the contractor as provided in this agreement.
6. Notwithstanding the financial contribution made to the project by the HDBID the City shall solely direct, through the contractor, the means and methods of construction of the project as well as the final acceptance and/or warranty claims for the project and all related project administration.
7. The HDBID and the City agree that there is sufficient consideration to support the making of and enforcement of this agreement.

Richard Dally - President

HDBID

Date: 2/5/07



President of City Council

Date: 2/13/07

**Attach 9**  
**Infill and Redevelopment Request—Waterline and Street Improvements**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Infill/Redevelopment Request – Water line and street improvements along Crawford Avenue in the Riverside neighborhood.		
<b>File #</b>	INR – 2007-257		
<b>Meeting Day, Date</b>	Monday, September 17, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>		<b>Individual</b> <b>X</b>
<b>Date Prepared</b>	September 7, 2007		
<b>Author Name &amp; Title</b>	Ivy Williams, Development Services Supervisor		
<b>Presenter Name &amp; Title</b>	Ivy Williams, Development Services Supervisor		

**Summary:** This is a request for infill incentives for a water line and street improvements along Crawford Avenue in the Riverside neighborhood. The project is in the infill boundary area.

**Budget:** This request is for \$58,000.00. The 2007 budget allocation for Infill/Redevelopment Program is \$250,000.00 from the Economic Development Fund. To date, \$152,640.00 of the 2007 allocation has been awarded.

**Action Requested/Recommendation:** Review the request for funds and choose whether to allocate funds up to \$58,000.00.

**Attachments:**

1. Infill Location Map and Affected properties Map
2. The Infill and Redevelopment Application

**Background Information:** This request 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 established for infill (see Attachment 1) and the project meets the qualification criteria for the infill program because it is vacant and there are developed lands on at least three sides.

The applicants have been unable to obtain clearance to build on the lots shown in this application because there is no water line to serve the properties. Additionally, there is no clear access to the properties because there is no adjacent dedicated alley right-of-

way and because Crawford Avenue is not improved. There are water lines for all other properties in the subdivision, and it is not clear why a water line was not put in for these platted lots (see utility map in Attachment 2).

There is a dedicated alley right-of-way on the north half of this block. To provide access to these properties along Crawford an alley improvement district is strongly recommended and the majority of the property owners on this block of Crawford have agreed to participate in a ten (10) foot dedication of property for purpose of an alley that would extend the full length of this block. The Sanitation Division states that trash pick-up in the Riverside neighborhood is in the alley.

The requirement for half street improvements and for installing a water line for a NEW subdivision is an expected cost of development, but these lots are in the Joseph A K Crawford Thomas B Crawford Subdivision that was platted in 1891, so discovery of no water line was unexpected and places an unusual burden on individual lot owners. The applicants are requesting financial assistance for installing the water line and for the street improvements necessary for access to these properties. The request is summarized below and is taken from the submitted Application (Attachment 2):

“The cost to improve this street is estimated to be \$73,000. We, the property owners of Parcel #'s 2945-154-28-040, 2945-154-28-045, 2945-154-28-044, 2945-154-28-043, 2945-154-28-031, and 2945-154-28-033 would be willing to participate in helping with this project by contributing the material and labor to backfill the city easement in front of our properties to the current street. This street sits 12’ above the actual properties with a 1-1 slope from the street to the properties with property lines being mid-way on the slope. It is estimated that 3,000 yards of fill material will be needed to fill in the void from the 20’ setback to the existing street. We estimate 1,000 yards of that is in the city easement. “

Waterline Construction	\$15,000.00
Backfill City right-of-way	\$15,000.00
Grading	\$ 5,000.00
Curb & Gutter	\$16,000.00
Paving	\$20,000.00
Traffic Control	\$ 2,000.00
Estimated Total to Complete	\$73,000.00

As stated above, the applicants are offering to cover the cost of backfill listed above in the amount of \$15,000. The request is for the balance of the estimate above or \$58,000 to be covered by funds from the Infill and Redevelopment Program.

Eight homes are projected to be built over time once the improvements are completed. These homes will fall within the current median housing cost range according to the

applicant. Resolution No. 87-04 that adopted implementation of an infill and redevelopment program states:

“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. “

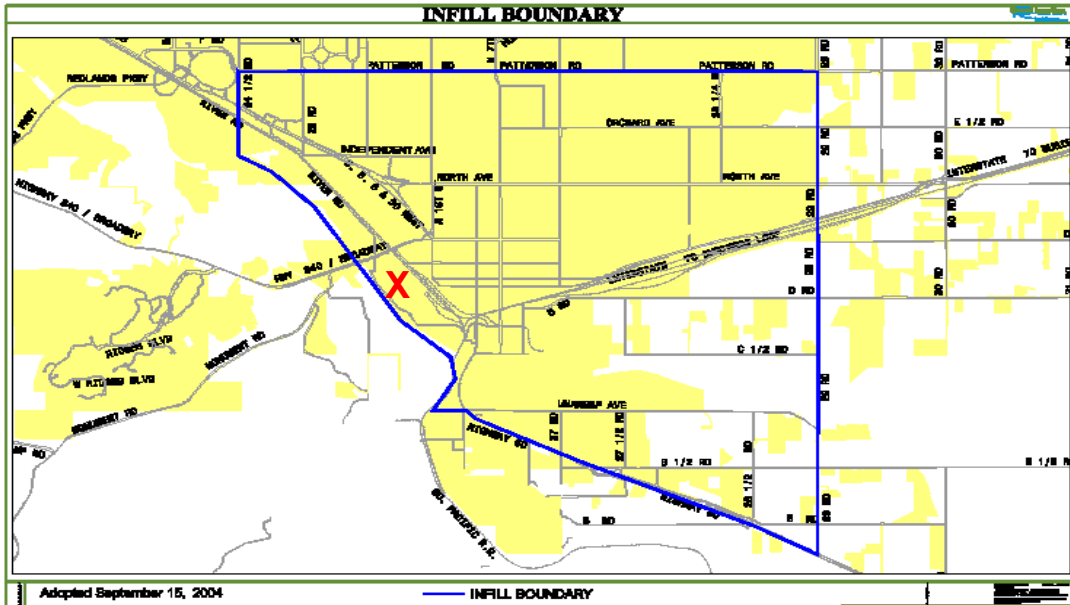
**CONCLUSION:**

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. Approval will result in improvements to public infrastructure that are necessary to build on lots platted decades ago. The requested improvements are in public right-of-way and total \$58,000. The review team supports installation of the water line and improvements to Crawford Avenue on the condition that all affected property owners dedicate 10’ of alley right-of-way.

**RECOMMENDATION:**

The Review Committee recommends consideration of financial support for this project not to exceed \$58,000 for installation of a water line and for improvements to Crawford Avenue.

# ATTACHMENT 1



Properties that could develop if access and water line were available are outlined in white.







## ATTACHMENT 2 Infill/Redevelopment Application

Applicant Tracy Collier, Derek Williams, Richard Davis

Street Address 605 25 Road, Suite 201

City/State/Zip Grand Junction, Colorado 81506

Telephone 970-216-7915

Email Address [Tracy@mvcgj.com](mailto:Tracy@mvcgj.com)

Project Name/Description Crawford Avenue Improvement Project

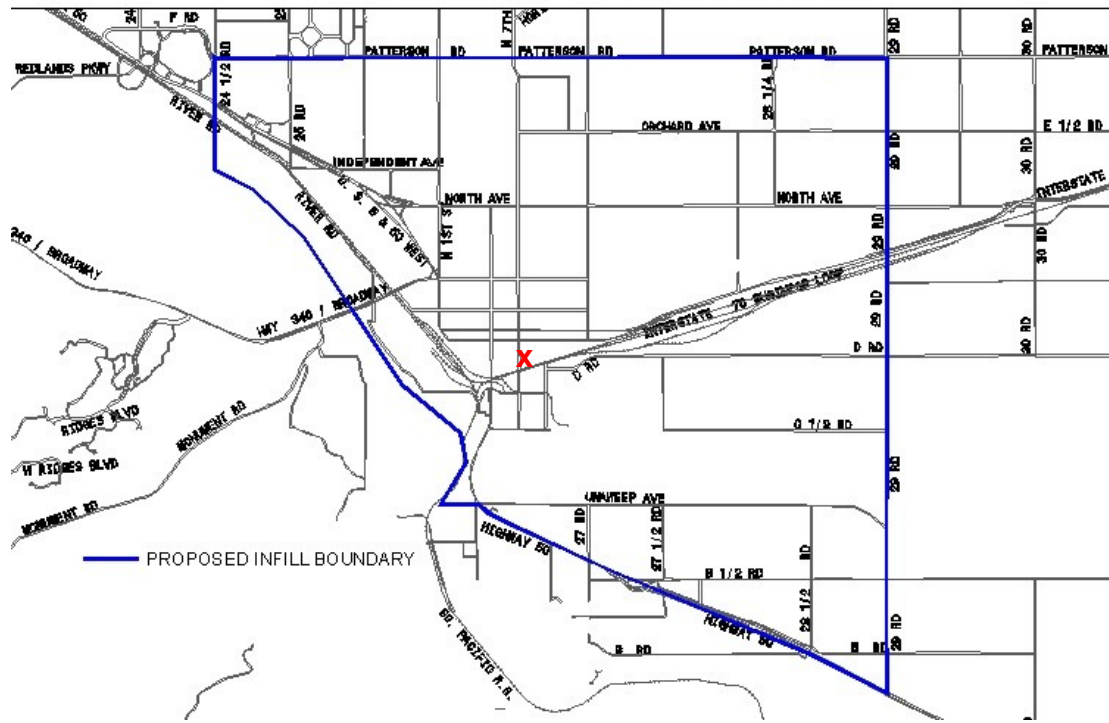
Tax Parcel Number (s) See attached "Exhibit A"

### 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

# PROPOSED INFILL BOUNDARY



2. Does the site meet the definition of  Infill  Redevelopment?

“Infill” development means: The development of a vacant parcel, or an assemblage of vacant parcels, within an established area of the City, and which is bordered along at least three-quarters of the parcel’s, or combined parcels’, perimeter by developed land. In addition, such parcel generally has utilities and street access available adjacent to the parcel, and has other public services and facilities available near-by. Generally, these sites are vacant because they were once considered of insufficient size for development, because an existing building(s) located on the site was demolished, or because there were other, more desirable or less costly sites for development. (For purposes of this definition, “developed land” shall not include land used for agriculture, as “agriculture” is described in Section 9.27 of the Grand Junction Zoning and Development Code.)

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. Would like to improve Crawford Avenue to allow construction of single family residences along road. This is the only road in the Riverside neighborhood that is unimproved and the vacant parcels along this road are currently being used to dump trash and store junk vehicles on. This would be a boost to the Riverside community.

**Photo from City of Grand Junction GIS Map showing application parcels being undeveloped. This photo also shows the area in relation to the new Riverside Parkway.**



**Looking South on Rockaway off Fairview. This improved street is one street to the west of Crawford Avenue.**



Looking South at unimproved Crawford Avenue from Fairview Avenue.



**Looking West on Fairview from Crawford Avenue. This street intersects with unimproved Crawford Avenue.**



**Looking North from Crawford Avenue at unimproved street and vacant parcels that have become a breeding ground for junk cars and trash.**



**Looking east from Parcel #2945-154-28-033**



**Looking north at unimproved Crawford Avenue from Hale Avenue.**





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. Project is feasible in beautifying the neighborhood adjacent to the new Riverside Parkway and completing the neighborhood by filling in several parcels of land that are vacant amongst it. There is no one single developer in this neighborhood, it is to benefit all the homeowner's of the vacant parcels. Currently there are owners of four properties on this street that would start construction immediately if the improvements were available to service homes.

**This is the City of Grand Junction GIS Water Map showing water servicing surrounding streets excluding Crawford Avenue.**



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.** The new Riverside parkway is within 1,000' of this street. All other streets in this community are improved with water, sewer, paving, lighting, curbs and gutters. This street is a dirt street that has sewer, gas, and above ground utilities. It is in need of a waterline, paving, curb and gutter.

**Looking east from the intersection of Hale and Crawford Avenue at the entrance to the new Riverside Parkway which is less than 1,000' from Crawford Avenue.**



**Looking north from the intersection of Hale Avenue & Lawrence Avenue. This is a city funded project that is part of the new Riverside Parkway project and is less than 1,000' from Crawford Avenue.**



**6. What is the level of sharing of City vs private participation for specific enhancement request or code requirements?** The cost to improve this street is estimated to be \$73,000. We, the property owners of Parcel #'s 2945-154-28-040, 2945-154-28-045, 2945-154-28-044, 2945-154-28-043, 2945-154-28-031, and 2945-154-28-033 would be willing to participate in helping with this project by contributing the material and labor to backfill the city easement in front of our properties to the current street. This street sits 12' above the actual properties with a 1-1 slope from the street to the properties with property lines being mid-way on the slope. It is estimated that 3,000 yards of fill material will be needed to fill in the void from the 10' setback to the existing street. We estimate 1,000 yards of that is in the city easement.

Waterline Construction	\$15,000.00
Backfill City right-of-way	\$15,000.00
Grading	\$ 5,000.00
Curb & Gutter	\$16,000.00
Paving	\$20,000.00
Traffic Control	\$ 2,000.00
Estimated Total to Complete	\$73,000.00

**Looking north on Crawford showing the amount of backfill that will be needed to extend Crawford Avenue to current property lines (stakes).**



7. Does the proposed project include a mixture of uses? If so, describe the type and percentage. No

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?** Yes. The project would preserve and enhance the historic site. Riverside is inventoried by the City as a historic district. Crawford Avenue is named after the founder of Grand Junction and is the only unimproved street in the Riverside area. Improving this street to allow homes to be built on would not only enhance the area but beautify it and boost the value of homes in the area and encourage renovation and beautification of surrounding homeowner's. This particular street is unique in the fact that it sits 12' above the actual properties. We would like to propose building homes along this street that would be sitting on top of the garage with access to the homes from the alleyway in the back of the properties with the actual home sitting at street level.

### **Historic Preservation for Grand Junction: Linking Past, Present and Future**

[Current Happenings](#)

[Benefits of  
Preservation](#)

[Local Preservation](#)

[Grand Junction's  
Heritage](#)

[Register of Historic  
Sites](#)



*7th Street Residence*

### **Current Happenings . . . .**

### **Historic Survey Completed**



The City of Grand Junction received a grant from the Colorado Historical Society State Historical Fund to continue to inventory the historic resources in our community. The study focused on neighborhoods around the periphery of the downtown which include a high concentration of 1930s to post-World War II era construction. These include the Sherwood Park-St. Mary's Hospital area, the southeast Lincoln Park neighborhood between 15th and 19th Streets north of Grand Avenue, the old Grandview subdivision between Glenwood and Orchard Avenues east of 12th Street including Orchard Avenue School and the 23rd Street area north of North Avenue. In addition, the inventory covered the outlying area of Pear Park.

Previous inventories have covered the downtown original square mile, **the Riverside neighborhood**, North 1st Street and portions of Orchard Mesa. The City is undertaking this as part of its recently adopted Strategic Plan that includes a specific goal to "Facilitate efforts that sustain the historic character of the community". One strategy to implement this goal is to continue to inventory the historic resources of Grand Junction which will form the basis for ongoing neighborhood enhancement and improvement efforts. Information and the results of the survey will be made available to property owners and the public.



## Latest Historic Designation



**Schiesswohl Block as originally constructed in 1908**

**Service Station Addition c. 1925**



**Current Building**

Jacob H. Schiesswohl moved to the Colorado Western Slope in the early 1890s in search of a healthier climate for a stomach ailment. He settled in the Grand Valley where he began in the fruit-growing industry. When that proved too strenuous for his health, Schiesswohl started selling real estate, specializing in agricultural properties.

Within a few years, he was prosperous enough to purchase a vacant lot upon which to build himself an office with additional space he could lease for added business income.

During this time (1907), the Grand Valley was enjoying its first real boom—fueled by a bumper fruit crop. Adding insurance sales to his business, Schiesswohl prospered. Within a year of purchasing the property on Sixth Street between Main Street and Colorado Avenue, he had enough capital to begin construction and the building was completed in 1908 in only 48 days.

By 1910, Jacob Schiesswohl reached the height of his career. However, in this same year, the fruit industry suffered major setbacks. He decided to close his real estate business and had begun to search for a new business venture when his health began to decline. Schiesswohl never returned to business, but lived well off of his real estate investments.

As with the Grand Valley as a whole, the Schiesswohl Building suffered economic hard times until the boom brought on by World War I. The Grand valley boomed with coal and vanadium production for the war effort. During this period, the Schiesswohl Building was occupied by two mining engineers and a lawyer.

The Grand Valley economy steadied following the war and into the growth period of the 1920s. This prosperity was evidenced by the fact that the Schiesswohl Building enjoyed for the first time full business occupancy. Since that time, the history of the Schiesswohl Building has continued to mirror the prevailing economic conditions of the Grand Valley.

Today, as the Grand Valley and, in particular, the downtown area of Grand Junction, are experiencing a steady growth and regrowth, the Schiesswohl Building is mirroring this activity. In 1995, the building underwent a "facelift" with a new coat of exterior paint, cleaning of the pressed metal cornice and other exterior improvements. An extensive interior remodel of the second floor was completed in 2004. Clearly, the Schiesswohl Building will continue its contribution to the urban fabric of downtown Grand Junction just as it has over the past 97 years.

## Grand Junction's Heritage

For hundreds of years the Ute tribes roamed throughout Western Colorado. Upon the relocation of the Utes in 1881, the area was opened for settlement, and the town of Grand Junction was established.

Since that time, Grand Junction's development has experienced several cycles of boom and bust. Agricultural crises, the Great Depression, the growth and decline of the uranium industry, and the departure of the oil shale companies left visible reminders of their impact on the community.

While many of the sites or structures representative of Grand Junction's past have been destroyed, some have been saved. The Seventh Street Historic District, the Railroad Depot, the Avalon Theater, and the St. Regis Hotel are among some of the most notable examples. These landmarks serve as tributes to Grand Junction's colorful and fascinating past.



## Local Preservation

The Grand Junction Historic Preservation Ordinance #2765 was passed on September 18, 1994. The purpose of the ordinance is to protect and preserve Grand Junction's heritage, which is exemplified in historic structures, sites, and districts. This preservation is accomplished through the use of regulations which provide methods and criteria for historic designation, and through incentives developed by the local Historic Preservation Board and approved by the City Council.

The Board is appointed by the Grand Junction City Council. The Preservation Board recommends eligibility criteria for the designation of historic resources, and reviews proposals to alter those resources. The Board conducts surveys of historic sites, areas and properties, defines the importance of identified historic areas, and creates a list of structures with possible historical merit. An important part of its job is to pursue financial assistance for preservation related programs.



*The Fair Building, Grand Junction (circa 1930, courtesy of Museum of Western Colorado)*

The Board also makes recommendations to the City Council regarding historical designations, and advises the Council on matters concerning historical preservation. Property owners can request that the Board review proposed alterations to a structure. In addition, the Board advises and assists owners concerning physical and financial aspects of preservation.



*Main Street, Grand Junction (circa 1917 courtesy of Museum of Western Colorado)*

The Historic Preservation Board may nominate a structure for historical designation, or an individual may file an application with the Community Development Department. In order to qualify for designation a structure must be at least fifty years old and meet one or more of the criteria for architectural, cultural, geographic, or environmental significance. The age standard may be waived if the City Council finds the structure to be exceptionally significant in other criteria.

In addition to a listing in the local historic register, it is possible to pursue designations at the state and national level. The National Historic Preservation Act was signed into law on October 15, 1966. This Act gives the federal government the authority to establish a National Historic Register. States can nominate their best examples of historic preservation to be listed on the National Register.

## Benefits of Preservation

What is gained by preserving the old rather than moving on to something new? In contemplating the restoration of an old building or saving a historic site, questions such as these may come to mind. There are many different reasons for undertaking a project of historic preservation, with benefits accruing to both individuals and the community as a whole.

Preserving historic places and structures can be of great value to the community. It is a way of creating an environment that the public can enjoy and take pride in. Preservation makes the community more attractive and adds character and individuality. This can attract business and tourism from other areas, and provide a common ground or interest which can be shared by everyone.

Historic preservation can also do much to improve the quality of life in a community. The core areas of modern cities are often left to decay while the population moves to outlying areas. Restoring old buildings can reduce the problems of urban growth, including the deterioration of inner cities and the accompanying crime.

The homes and businesses of the inner town are often some of the most charming and unique structures in the city. Restoration can be more economically practical than constructing new buildings. Owners of historically significant structures may also be eligible for tax incentives or grants.

Finally, historic preservation preserves our cultural and historical past. Preserving and maintaining aspects of our past, whether it is home, a barn, a church or a tree allows us to maintain a sense of continuity and relationship with the past. It lets us view the changes that have taken place against a backdrop of what has gone before. This helps us to appreciate where we are in time, to understand how we got here, and perhaps to decide where we should be going.

If you have questions regarding Historic Preservation email [Kristen Ashbeck](#), Senior Planner, or call (970) 244-1437.

This page updated Monday, May 21, 2007

**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.** The project would lend to affordable housing. We would anticipate the homes in this neighborhood to fall within the median price range of homes in the Grand Junction area. This project would enhance the neighborhood.

**11. Does the proposed project go beyond current Code requirements and provide enhanced architectural and design elements? If so, describe.** No. The anticipated architecture of the homes will be of similar vintage design.

**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 participating – because many desired projects are not viable without city participating and/or to reduce the relative land cost for redevelopment versus vacant property.	✓	



<b>g. Contribution to enhancements/upgrades versus typical standards (for instance upgrading a split face block building treatment.)</b>		
<b>h. Off-site city improvements required by Code, i.e., access, undergrounding of utilities, streetscape, etc.</b>	✓	
<b>i. City assemblage of development parcels for redevelopment bids.</b>		

**Exhibit "A"**

Tracy M Collier  
Richard B Davis  
Parcel #2945-154-28-040 aka 475 Crawford Avenue  
605 25 Road, Suite 201  
Grand Junction, CO 81505  
Lot 12 thru 14 incl Blk 2 Joseph AK Crawford & Thomas B Crawford Sub-division  
Amended SEC15 1S 1W – 0.22 AC

Tracy M Collier  
Richard B Davis  
Parcel #2945-154-28-045  
605 25 Road, Suite 201  
Grand Junction, CO 81505  
Lot 11 Blk 2 Joseph AK Crawford & Thomas B Crawford Sub-division Amended SEC15  
1S 1W – 0.08AC

Tracy M Collier  
Richard B Davis  
Parcel #2945-154-28-044  
605 25 Road, Suite 201  
Grand Junction, CO 81505  
Lot 10 Blk 2 Joseph AK Crawford & Thomas B Crawford Sub-division Amended SEC15  
1S 1W – 0.08AC

Tracy M Collier  
Richard B Davis  
Parcel #2945-154-28-043  
605 25 Road, Suite 201  
Grand Junction, CO 81505  
Lot 9 Blk 2 Joseph AK Crawford & Thomas B Crawford Sub-division Amended SEC15  
1S 1W – 0.08AC

Tracy M Collier  
Richard B Davis  
Parcel #2945-154-28-031  
605 25 Road, Suite 201  
Grand Junction, CO 81505  
Lot 8 Blk 2 Joseph AK Crawford & Thomas B Crawford Sub-division Amended SEC15  
1S 1W – 0.08AC

Derek E Williams  
Parcel #2945-154-28-033  
2664 Brush Court  
Grand Junction, CO 81506  
Lots 6 & 7 Blk 2 Joseph AK Crawford & Thomas B Crawford Sub-division Amended  
SEC15 1S 1W – 0.15AC

Rex A Brown  
Mildred E Brown  
Parcel #2945-154-28-047  
70350 Miguel Road  
Montrose, CO 81401  
Lots 4 & 5 Blk 2 Joseph AK Crawford & Thomas B Crawford Sub-division Amended  
SEC15 1S 1W – 0.15AC

A C King  
Robert G Katzenson  
Parcel #2945-154-28-046 aka 310 Hale Avenue  
320 Kaley Street  
Fruita, CO 81521  
Lots 1 thru 3 inc Blk 2 Joseph AK Crawford & Thomas B Crawford Sub-division  
Amended SEC15 1S 1W – 0.23AC

Gene Levy  
Parcel # 2945-154-28-035  
265 S Locust Street  
Denver, CO 80224  
Lot 17 Blk 2 Joseph AK Crawford & Thomas B Crawford Sub-division, Amended  
SEC15 1S 1W - 0.07AC

Kevin Birch  
Parcel #2945-154-28-038  
10111 Via Marmol  
Escondido, CA 92026  
Lot 16 Blk 2 Joseph AK Crawford & Thomas B Crawford Sub-division Amended  
SEC15 1S 1W - 0.07AC

Layton Brothers  
c/o Denese Hanson  
Parcel #2945-154-28-039  
2702 E Yucatan Ct  
Grand Junction, CO 81506

Lot 15 Blk 2 Joseph AK Crawford & Thomas B Crawford Sub-division Amended SEC  
15 1S 1W - 0.07AC

Ernst Hofman

Parcel #2945-154-28-027

605 25 Road, Suite 201

Grand Junction, CO 81505

Lot 18 Blk 2 Joseph AK Crawford & Thomas B Crawford Sub-division Amended  
SEC15 1S 1W - 0.07AC

**Attach 10**

**Infill and Redevelopment Request—Corner Square at the Southwest Corner of N. 1<sup>st</sup> Street and Patterson Road**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Infill/Redevelopment Request – Corner Square		
<b>File #</b>	INR – 2007-246		
<b>Meeting Day, Date</b>	Monday, September 17, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>	<input type="checkbox"/>	<b>Individual</b> <input checked="" type="checkbox"/>
<b>Date Prepared</b>	September 4, 2007		
<b>Author Name &amp; Title</b>	Ivy Williams, Development Services Supervisor		
<b>Presenter Name &amp; Title</b>	Ivy Williams, Development Services Supervisor		

**Summary:** This is a request for infill/redevelopment incentives for undergrounding utilities along Ranchman’s Ditch on Patterson as part of a project known as Corner Square at the southwest corner of N. 1<sup>st</sup> Street and Patterson Road. The project is in the infill boundary area.

**Budget:** This request is for \$258,896.40. The 2007 budget allocation for Infill/Redevelopment Program is \$250,000.00 from the Economic Development Fund. To date, \$152,640.00 of the 2007 allocation has been awarded.

**Action Requested/Recommendation:** Review the request for funds and choose whether to assist with the financial request of \$258,896.40.

**Attachments:**

1. Location on Infill and Redevelopment Maps
2. The Infill and Redevelopment Application

**Background Information:** This request was reviewed by staff responsible for making a recommendation to City Council regarding applications to the Infill and Redevelopment Program. The location is on the northern boundary established for infill (see Attachment 1) and the project meets the qualification criteria for the infill and redevelopment program because it is vacant and there are developed lands on at least three sides.

This request infill funds is in conjunction with Development Project FP-2007-238 a final plan for construction of a mixed-use development on 20.7 acres at the southwest

corner of 1<sup>st</sup> Street and Patterson Road. Phase one of the project includes office, restaurant, retail and service uses and was approved by Planning Commission on June 26, 2007. Since the street frontage is greater than 700 linear feet, the utilities are required to be undergrounded. Projects that are less than 700 linear feet of street frontage are required to pay a fee for future undergrounding of \$25.69 per linear foot. The applicant is requesting financial assistance with difference between this fee and the actual estimated cost of \$201.81 per linear foot (page 3 of Attachment 2).

**CONCLUSION:** 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:

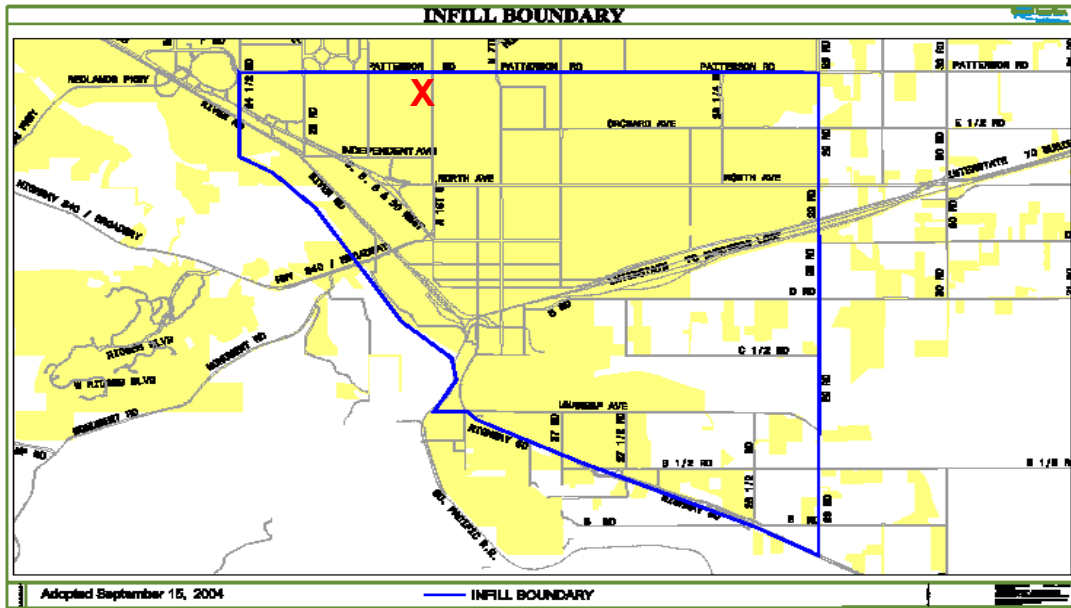
- Makes more efficient use of existing infrastructure including streets, water and sewer lines and other public facilities and services;
- Provides opportunities to reduce commuting distance/automobile dependency;
- May help to provide affordable housing within the City; and
- Reduces the demand for and impact from “end of the road” suburban sprawl. “

After reviewing the application for funding from the Infill and Redevelopment Program, the review committee finds that the request does meet the intent of the program. The project is occurring within the refill boundary and the availability of several proposed services are connected and within walking distance providing opportunity to walk and reduce commuting distance.

**STAFF RECOMMENDATION:**

Staff recommends consideration of financial support, but delaying the allocation of some portion of the total of available funds until 2008 for undergrounding the utilities adjacent to the property.

# ATTACHMENT 1



**CIAVONNE, ROBERTS & ASSOCIATES, INC.**

SITE PLANNING • LANDSCAPE ARCHITECTURE  
844 GRAND AVE., GRAND JUNCTION, CO 81501  
www.ciavonne.com  
970-241-0745 • FAX 241-0765

## Infill / Redevelopment Application

**Applicant:** F & P Development, LLC  
**Street Address:** 844 Grand Ave.  
**City/State/Zip:** Grand Junction, Co 81501  
**Telephone:** 241-0745  
**Fax Number:** 241-0765  
**Email Address:** joe@ciavonne.com

**Project Name/Description/Location:**

F & P Development, LLC is requesting Infill assistance for the proposed development of the Corner Square Planned Development at the southwest corner of N. 1<sup>st</sup> Street and Patterson Road.

The approved development plan for Phase 1 calls for the construction of a mixed-use development along the 1470 linear feet of Patterson Road. The Phase 1 development will include office, restaurant, retail, and service uses. The Phase 1 Preliminary Plan was approved by the City of Grand Junction Planning Commission on June 26, 2007.

**Application Intent:**

The developer requests that the City of Grand Junction provide an ***expedited review*** of the final plans and ***financial participation*** on the burial of the overhead utility lines.

**Tax Parcel Numbers:**

2945-101-00-102  
2945-101-00-101  
2945-101-00-005  
2945-101-00-007



**Please answer the following questions  
Please attach additional paper if needed.**

**1. Is the site within the City's geographically mapped area for:**

The site is located within the City of Grand Junction's Infill Boundary. The site is not located within the City of Grand Junction's Redevelopment Boundary.

**2. Does the site meet the definition of Infill?**

Yes, the site meets the definition of Infill. The site is located within the urban area of the City of Grand Junction. The site is along the Patterson Road corridor and development has occurred around this parcel for decades. The site has easy access to utilities, street access to Patterson Road and N. 1<sup>st</sup> Street. The site has remained undeveloped because there were other less costly parcels to develop.

**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.**

The project is compatible with the surrounding area. Access to and from the site occur on arterial streets that are capable of handling the additional traffic. Needed goods, services, office space, and desirable residential development are proposed. The project is in close proximity to existing residential development.

Patterson Road is a highly traveled vehicular transportation route. The proposed development provides office, retail, service, and restaurant uses along this corridor. The location of this development allows the proposed uses to capture pass-by trips that would normally drive further along the Patterson Road corridor to find similar uses. This pass-by trip capture can reduce the length of vehicle trips which is a benefit to the user and the city's street network. The location of the development adjacent to existing residential uses can also reduce vehicle trips by allowing neighbors to walk or bike to shopping and office uses.

Quality of Design

The proposed plan places an emphasis on site planning and building architecture like few others developments in the community. By orienting the buildings along street frontages, the buildings are committed to provided 'four sided' architecture. Building forward architecture also screens parking lots and deals with site access responsibly by accessing off a lower order street created by the development, rather

than requiring multiple driveway cuts off of Patterson Road. The site planning and quality of design exceed the standard development practice allowed by the Zoning and Development Code.

**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.**

The project will be constructed with an anticipated start date in fall 2007. The first phase of the project has been recently approved by the Planning Commission and the applicant submitted final plans to the City of Grand Junction on August 7, 2007. The developer, Constructors West, represented by Bruce Milyard, has been building commercial and residential projects on the Western Slope of Colorado for 30 years.

**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.**

The City of Grand Junction will be working on the Ranchman's Ditch Flood Control Project along the alignment of Patterson Road.

**6. What is the level of sharing of City vs. private participation for specific enhancement request or code requirements?**

The developer requests that the City of Grand Junction provide an expedited review of the final plans and financial participation on the burial of utility lines.

The overhead power lines adjacent to the subject property exceed the average voltage that is commonly found on most overhead utility lines. Because of this excessive voltage, the cost of the burial for these lines is greatly increased. Xcel Energy estimated the cost of burial at \$290,000 for 1470 linear feet or \$197.28 per linear foot. This cost does not include trenching, backfilling, or compaction. The developer received a cost estimate for an additional \$4.53 per linear foot for these services. The total cost of burial is \$201.81 per linear foot.

On projects where less than 700 linear feet of overhead power line exists, the City code allows the developer to pay cash in lieu payment of \$25.69 per linear foot. It is our understanding that these payments go to a general fund is used for the burial of overhead utility lines.

Because of the exorbitant costs associated with the burial of these lines and the precedent established for a reasonable cash-in-lieu payment found in the City Code, the applicant is requesting that the City of Grand Junction pay the difference between the total burial costs and the cash-in-lieu fee or \$258,896.40 (\$176.12 per linear foot).

**7. Does the proposed project include a mixture of uses? If so, describe the types and percentage.**

The proposed project includes a mixture of uses. The project includes residential, office, commercial, retail, and service uses.

**8. Is the proposed project part of an economic development recruitment?**

The project is not part of economic development recruitment. Several local businesses have committed to leasing space in this development. One Fortune 100 company has contacted the applicant expressing interest in the project, but to my knowledge this is not part of a formal recruitment process. There is significant economic development and redevelopment occurring along and adjacent to the Patterson Road corridor.

**9. Will the proposed project preserve or enhance any historic structure or site? Has the structure or site been inventoried by the City?**

There is historic character associated with the single-family residential development existing along this section of the N. 1<sup>st</sup> Street corridor. Through restrictions placed in the Planned Development zoning ordinance for this project, these parcels can no longer be subdivided. The proposed project will retain the three northern most single family structures along the west side of N. 1<sup>st</sup> Street.

**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.**

At this time, the project does not include an affordable housing element.

**11. Does the proposed project go beyond current Code requirements and provide enhanced architectural and design elements? If so, describe.**

The proposed project goes well beyond the current Code requirements for architecture and site planning as follows:

Site design:

The project provides building forward architecture in most instances along arterial street frontages.

The project allowed for larger than standard front yard setbacks along Patterson Road and N. 1<sup>st</sup> Street for larger green spaces between the building and the adjacent public streets.

The project will construct a 10' wide detached sidewalk along the Patterson Road frontage for the ¼ mile length.

The project will provide underground parking for two buildings to limit the amount of surface parking visible from the street.

Signage:

The project limits the on-street free standing signage to one sign per street frontage.

The project limits the sign height to 12'

The project limits on street signage internal to the project to 4' high monument signs providing only the names of the buildings and the address. The individual business names will only be present on the building wall face.

Architecture:

All buildings will have four sided architecture allowing visually pleasing facades to exist on all four sides of the building.

The buildings will all be compatible in character, design, materials and colors. This will create continuity to the development.

The buildings will have tower elements to break up the horizontal massing of the roof forms. The overall height of the building roof is at a height of 40' or less. Tower elements were placed on the buildings to identify building entry points and to add character to the building. These elements have little to no functional purpose.

Some of the buildings will be stepped whereby the second story is recessed back from the ground floor façade. This 'step' creates visual interest and character.

**12. The following is a list of potential forms of City involvement. Please indicate (X) the type of incentive you would like to be considered for and provide justification for your request.**

**Applicant    City Staff**

**Approval**

<b>a. Expedited development review process.</b>	<b>X</b>	
<b>b. Assistance with city agency review.</b>		
<b>c. Deferral of fees (examples may include permitting fees, tap fees and impact fees).</b>		
<b>d. Density bonuses for residential projects.</b>		
<b>e. Proactive city improvements, i.e., “prime the pump” by investing in various city improvements prior to any private development commitment.</b>		
<b>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.</b>	<b>X</b>	
<b>g. Contribution to enhancements / upgrades versus typical standards (for instance upgrading a split face block building treatment to a stone building treatment.)</b>		

<b>h. Off-site city improvements required by Code, i.e., access, under-grounding of utilities, streetscape, etc.</b>		
<b>i. City assemblage of development parcels for redevelopment bids.</b>		

**Summary:**

Through the Planned Development Zoning designation and the ODP process, the developer has committed to providing a well built project on a prominent corner within the City of Grand Junction Infill Boundary. The developer has incurred costs by providing site design which requires ‘four-sided’ architecture, screened parking lots from view, voluntarily committed to more stringent signage standards, and provided community benefit through sculpture at the corner of N 1<sup>st</sup> Street and Patterson Road as well as within the development. Counter to this, the site is encumbered by a larger than normal voltage line along the Patterson Road frontage. The developer requests that the City of Grand Junction provide an expedited review of the final plans and financial participation on the burial of these lines.

Thank you.

Joe Carter  
Ciavonne, Roberts & Associates, Inc.

**Attach 11**  
**Boundary Change Request for Property**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Riverview Technology Corporation: 201 Boundary Change Request		
<b>File #</b>			
<b>Meeting Day, Date</b>	Monday, September 17, 2007		
<b>Placement on the Agenda</b>	<b>Consent</b>		<b>Individual</b> <b>X</b>
<b>Date Prepared</b>	August 13, 2007		
<b>Author Name &amp; Title</b>	Greg Trainor, Utility and Street Systems Director		
<b>Presenter Name &amp; Title</b>	Greg Trainor, Utility and Street Systems Director		

**Summary:**

The Riverview Technology Corporation's property (aka RTC) has requested their property be removed from the 201 Sewer Service Area Boundary. It is the DOE compound property located at 2591 B ¾ Road.

**Budget:**

No significant budget impact; cost of notice and staff time.

**Action Requested/Recommendation:**

Review by the City Council and the Board of County Commissioners of the RTC request. An affirmative vote by the majority of *both* bodies is needed to remove the property from the 201 Sewer Service Area.

**Attachments:**

1. RTC letter request and "Talking Points."

**Background Information:**

The Riverview Technology Corporation was created by the City and the County to own and redevelop the former Department of Energy site near the Gunnison River. The RTC is requesting the property be removed from the 201 Sewer Service Area Boundary. The site is currently served by the City for domestic water as an "out of City" customer. (Their water rate is 1.7 times the in-City rate for water.) The site is currently served by sewer and has been since before creation of joint sewer system in 1980 when the RTC property was an "out of City" sewer customer.

Since 1980, all customers within the 201 Boundary have been treated the same regardless of the City boundary. If removed from the 201 Boundary, a new class of customer would be created, an “out of district” customer. Like the decision to serve “out of City” water and sewer to the DOE site years ago, a similar policy decision could be made in this case.

# Riverview Technology Corporation

...continuing the vision for the redevelopment of the Riverview Business Park site...

**Members:**

Dale Beede  
Walid Boumatar  
Thea Chase Gilman  
Dennis Hill  
Dennis King  
Bruce Milyard  
Bonnie Petersen  
Richard Pryor  
J. D. Snodgrass  
Dennis Wagner  
Jim Widdows

**Ex Officio Members:**

Grand Junction City  
Gregg Palmer  
  
Mesa County  
Craig Meis  
  
Business Incubator Center  
Rich Emerson

August 6, 2007

Mayor Jim Doody  
City of Grand Junction  
250 N. 5<sup>th</sup> St.  
Grand Junction, CO 81501

RE: Riverview Technology Corporation Site  
Persigo Application

Dear Mayor Doody:

Pursuant to discussions that took place at the Annual Persigo Meeting this past Thursday evening, the purpose of this letter is to make application concerning the annexation status of the Site.

Specifically, we request that the Site be deleted from the Persigo 201 Boundary and therefore not subject to annexation into the City upon development. As the Riverview Technology Corporation (RTC) is currently receiving sewer service through Persigo, RTC would be categorized as an "out of district customer."

Attached are the talking points presented at the Annual Meeting for your further consideration.

Thank you,



Bonnie Petersen  
President

Attachment

cc: GREG TRAMOR



### **Riverview Technology Corporation (RTC)**

- RTC was established by the City and County to take ownership of the former DOE site and redevelop it for the good of the community.
- RTC is planning on developing the former DOE site based on the conceptual designs included in the RTC Master Plan completed in April 2006.
- RTC is requesting exclusion from annexation under the Persigo Agreement.
- RTC is already on City water and sewer, one of the primary reasons for annexation of normal development.
- Annexation will have a negative impact on RTC's and the Business Incubator Center's ability to obtain certain grants and effectively manage the Revolving Loan Fund.
- This loss of fund sources would limit the ability of RTC and the Incubator to accomplish our respective missions for the benefit of the community.
- Examples of grants that RTC and the Incubator will not be eligible for if we are located in the City include Colorado Economic Development Infrastructure CDBG, Colorado Small Cities Grant through DOLA, and USDA Rural Development grants.
- In this unique case, for this unique property, annexation does not appear to be in the best interest of the City and County.
- Please see excerpts from the RTC Master Plan for additional details.
- Thank you for considering this request.