



**CITY COUNCIL AGENDA  
CITY HALL AUDITORIUM, 250 NORTH 5<sup>TH</sup> STREET  
MONDAY, FEBRUARY 4, 2008, 7:00 P.M.**

**Call to Order**

Pledge of Allegiance

Invocation – Pastor Mike MacFarlane, New Day Ministries

**Proclamations/Recognitions**

Proclaiming February 10, 2008 as “College Goal Sunday” in the City of Grand Junction

**Council Comments**

**Citizen Comments**

**\*\*\* CONSENT CALENDAR \*\*\*®**

1. **Minutes of Previous Meetings**

[Attach 1](#)

*Action: Approve the Minutes of the January 14, 2008 Special Session and the Minutes of the January 14, 2008 and January 16, 2008 Regular Meetings*

2. **Purchase Seven 4x4 Utility Carts**

[Attach 2](#)

This purchase is for seven motorized utility carts, four are replacements and three are additions to the fleet. Persigo Waste Water Treatment Plant’s Wash Division is replacing two 1992 Kawasaki Mule utility carts, and one 1998 Kawasaki 4-wheel cart. The Parks and Recreation Cemetery Division is replacing one 2001 Kawasaki Mule utility cart. One new utility cart will be added to the Parks and Recreation Riverfront Trail Project and two new utility carts will be added to the Parks and Recreation’s Forestry/Horticulture Division.

\*\* Indicates New Item

® Requires Roll Call Vote

*Action: Authorize the City Purchasing Division to Purchase Seven 2008 John Deere HPX Gas 4 x 4 Gators from Delta Implement Company, in the Amount of \$60,829.93*

Staff presentation: Jay Valentine, Assistant Financial Operations Manager  
Joe Stevens, Parks and Recreation Director  
Greg Trainor, Utility and Street Systems Director

3. **Fire Station #5 Building Addition** [Attach 3](#)

This approval request is for the award of a construction contract, for the building addition at Fire Station #5.

*Action: Authorize the City Purchasing Division to Enter into a Contract in the Amount of \$127,053 with PNCI Construction, Inc. for the Completion of the Building Addition at Fire Station No. 5*

Staff presentation: Jay Valentine, Assistant Financial Operations Manager  
Jim Bright, Fire Operations Chief

4. **Duck Pond Park and Sherwood Park Restroom Shelters** [Attach 4](#)

This approval request is for the award of a construction contract to Tusca II, Inc. for two new restroom shelters; one will be at Duck Pond Park and the other at Sherwood Park.

*Action: Authorize the City Purchasing Division to Enter into a Contract, in the Amount of \$298,700 with Tusca II, Inc. for the Completion of the Restroom Shelters at Duck Pond Park and Sherwood Park*

Staff presentation: Jay Valentine, Assistant Financial Operations Manager  
Joe Stevens, Parks and Recreation Director

5. **Canyon View Park Phase III Design Services** [Attach 5](#)

Contract with the professional design firms Winston Associates/Ciavonne Roberts and Associates to complete design services for Canyon View Park, Phase III.

*Action: Authorize the Purchasing Division to Enter into a Contract with Winston Associates/Ciavonne Roberts and Associates to Complete the Design Services for Phase III of Canyon View Park in the Amount of \$134,275*

Staff presentation: Jay Valentine, Assistant Financial Operations Manager  
Joe Stevens, Parks and Recreation Director

6. **Fleet Building Addition Design and Construction Management Services**

[Attach 6](#)

Contract with the professional design and planning firm, Johnson-Carter Architects to design and provide construction management for the Fleet Building addition.

*Action: Authorize the Purchasing Division to Enter into a Contract with Johnson-Carter Architects for Design and Construction Management Services for the Fleet Building Addition in the Amount of \$56,150*

Staff presentation: Jay Valentine, Assistant Financial Operations Manager

7. **CDOT Maintenance Contracts for Traffic Control Devices and Highway Maintenance**

[Attach 7](#)

Authorizing the City Manager to sign contracts with Colorado Department of Transportation for (1) maintenance and operations of signs, signals, striping and markings on State Highways within the City limits and (2) snow removal and pavement maintenance on State Highways within the City limits.

Resolution No. 10-08—A Resolution Authorizing an Agreement between the City of Grand Junction and the Colorado Department of Transportation (CDOT) to Perform Traffic Maintenance Services on State Highways

Resolution No. 11-08—A Resolution Authorizing an Agreement between the City of Grand Junction and the Colorado Department of Transportation (CDOT) to Perform Highway Maintenance Services on State Highways

*®Action: Adopt Resolution Nos. 10-08 and 11-08*

Staff presentation: Tim Moore, Public Works and Planning Director

8. **Setting a Hearing on the John H. Hoffman Subdivision Rezone, Located at 3043 D Road** [File #PP-2007-267]

[Attach 8](#)

A request to rezone 8.02 acres, located at 3043 D Road, from R-5 (Residential 5 du/ac) to R-8 (Residential 8 du/ac).

Proposed Ordinance Rezoning the Property Known as the John H. Hoffman Subdivision Rezone to R-8, Residential 8 Units Per Acre, Located at 3043 D Road

*Action: Introduction of a Proposed Ordinance and Set a Hearing for February 20, 2008*

Staff presentation: Adam Olsen, Senior Planner

9. **Setting a Hearing for the Apple Glen Annexation, Located at 2366 H Road**  
[File #ANX-2007-306] [Attach 9](#)

Request to annex 16.24 acres, located at 2366 H Road. The Apple Glen Annexation consists of 1 parcel.

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

Resolution No. 12-08—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, Apple Glen Annexation, Located at 2366 H Road and Including Portions of the H Road Right of Way

*®Action: Adopt Resolution No. 12-08*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Apple Glen Annexation No. 1, Approximately .34 Acres, Located at 2366 H Road and a Portion of the H Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Apple Glen Annexation No. 2, Approximately .66 Acres, Located within the H Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Apple Glen Annexation No. 3, Approximately 15.24 Acres, Located at 2366 H Road

*Action: Introduction of Proposed Ordinances and Set a Hearing for March 17, 2008*

Staff presentation: Justin T. Kopfman, Associate Planner

10. **Open Space Requirements in the Ridges Filings No. One through Six** [Attach 10](#)

A Resolution that sets forth the policy that new development of the lands included within Ridges Filings No. One through No. Six need not provide open space dedications nor the open space fees in lieu of the dedications pursuant to Section 6.3.B of the Zoning and Development Code.

Resolution No. 13-08 – A Resolution Establishing that New Development within The Ridges Filing, No. One through The Ridges Filing, No. Six is not required to Dedicate Open Space or Pay a Fee In Lieu of Dedicating the Open Space as Required by Section 6.3.B of the Zoning and Development Code

®Action: *Adopt Resolution No. 13-08*

Staff presentation: John Shaver, City Attorney

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

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

11. **Public Hearing - Garden Grove – Turley Annexation, Located at 2962 A ½ Road** [File #ANX-2007-338] **Request to Continue to March 17, 2008** [Attach 11](#)

Request to annex 19.77 acres, located at 2962 A ½ Road. The Garden Grove – Turley Annexation consists of four parcels.

Action: *Request to Continue to Monday, March 17, 2008 the Adoption of Resolution Accepting the Petition for the Garden Grove-Turley Annexation, the Public Hearing and Consideration of Final Passage of the Annexation Ordinance*

Staff presentation: Justin T. Kopfman, Associate Planner

12. **Public Hearing - Foster Industrial Annexation and Zoning, Located at 381 27 ½ Road** [File #ANX-2007-330] [Attach 12](#)

Request to annex and zone .41 acres, located at 381 27 ½ Road to I-1 (Light Industrial). The Foster Industrial Annexation consists of one parcel.

a. **Accepting Petition**

Resolution No. 14-08—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Foster Industrial Annexation, Located at 381 27 ½ Road and Including a Portion of the 27 ½ Road Right-of-Way is Eligible for Annexation

**b. Annexation Ordinance**

Ordinance No. 4175 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Foster Industrial Annexation, Approximately .41 acres, Located at 381 27 ½ Road and Including a Portion of the 27 ½ Road Right-of-Way

**c. Zoning Ordinance**

Ordinance No. 4176 - An Ordinance Zoning the Foster Industrial Annexation to I-1 (Light Industrial), Located at 381 27 ½ Road

*Action: Adopt Resolution No. 14-08 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4175 and 4176*

Staff presentation: Justin T. Kopfman, Associate Planner

13. **Public Hearing - Lochmiller Annexation and Zoning, Located at 193 Shelley Drive** [File #ANX-2007-329] [Attach 13](#)

Request to annex and zone 1.06 acres, located at 193 Shelley Drive, to R-4 (Residential, 4 units per acre). The Lochmiller Annexation consists of one parcel and includes a portion of the B Road and Shelley Drive rights-of-way. This property is located on the south side of B Road and east of 29 Road on Orchard Mesa.

**a. Accepting Petition**

Resolution No. 15-08—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Lochmiller Annexation, Located at 193 Shelley Drive and also Includes a Portion of the B Road and Shelley Drive Rights-of-Way is Eligible for Annexation

**b. Annexation Ordinance**

Ordinance No. 4177—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Lochmiller Annexation, Approximately 1.06 acres, Located at

193 Shelley Drive and also Includes a Portion of the B Road and Shelley Drive Rights-of-Way

**c. Zoning Ordinance**

Ordinance No. 4178—An Ordinance Zoning the Lochmiller Annexation to R-4 (Residential 4 units per acre), Located at 193 Shelley Drive

*Action: Adopt Resolution No. 15-08 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4179 and 4180*

Staff presentation: Faye Hall, Associate Planner

14. **Public Hearing on a Growth Plan Amendment for Lime Kiln Creek Ranch, Located at 2098 E ½ Road** [File #GPA-2007-263] [Attach 14](#)

The petitioner, Cunningham Investment Company, Inc., requests adoption of a Resolution to amend the Growth Plan Future Land Use Map from Estate (2 – 5 Ac./DU) to Residential Medium Low (2 – 4 DU/Ac.) for property located at 2098 E ½ Road in the Redlands. The Planning Commission recommended approval of the proposed Growth Plan Amendment request at their December 11, 2007 meeting.

Resolution No. 16-08 – A Resolution Amending the Growth Plan of the City of Grand Junction to Designate Approximately 27.7 +/- Acres Located at 2098 E ½ Road from Estate (2-5 Ac./Du) to Residential Medium Low (2-4 DU/Ac) to be Known as the Lime Kiln Creek Ranch

*®Action: Hold a Public Hearing and Consider Adoption of Resolution No. 16-08*

Staff presentation: Scott D. Peterson, Senior Planner

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

16. **Other Business**

17. **Adjournment**

**Attach 1**

**Minutes of Previous Meetings**

**GRAND JUNCTION CITY COUNCIL**

**SPECIAL SESSION MINUTES**

**JANUARY 14, 2008**

The City Council of the City of Grand Junction, Colorado met in Special Session on Monday, January 14, 2008 at 5:00 p.m. in the Administration Conference Room, 2<sup>nd</sup> Floor, City Hall, 250 N. 5<sup>th</sup> Street. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Gregg Palmer, Doug Thomason, Linda Romer Todd, and President of the Council Jim Doody. Staff present was City Manager Laurie Kadrach.

Council President Doody called the meeting to order.

Councilmember Coons moved to go into executive session for discussion of personnel matters under Section 402 (4)(f)(I) of Open Meetings Law for the review of City Council employees specifically the City Manager and they will not be returning to open session. Councilmember Palmer seconded the motion. The motion carried.

The City Council convened into executive session at 5:15 p.m.

Stephanie Tuin, MMC  
City Clerk



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

**January 14, 2008**

The City Council of the City of Grand Junction convened into regular session on the 14<sup>th</sup> day of January 2008 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Teresa Coons, Bruce Hill, Gregg Palmer, Doug Thomason, Linda Romer Todd, and Council President Jim Doody. Absent was Councilmember Bonnie Beckstein. 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 Todd led in the Pledge of Allegiance. The audience remained standing for the invocation by Michael Torphy, Religious Science Spiritual Center.

**Proclamations/Recognitions**

Proclaiming January 14, 2008 as “National Mentoring Month” in the City of Grand Junction

Presentation of Good Neighbor Award to Ted and Kathy Jordan

Councilmember Coons read a statement describing the efforts by Ted and Kathy Jordan on behalf of the 7<sup>th</sup> Street Historic Neighborhood, and why they are being recognized as “Good Neighbors”.

Recognition of White Willows Subdivision Neighborhood Association

Senior Planner Kris Ashbeck, Neighborhood Services, presented a PowerPoint presentation on the White Willows neighborhood. The neighborhood wants to finish the landscaping along the Riverside Parkway frontage abutting their subdivision. She then introduced representatives. One of the representatives addressed the City Council and described the weed problem they had in the area last year. Councilmember Hill then presented the neighborhood with recognition for their efforts.

**Certificate of Appointments**

Horizon Drive Association Business Improvement District

Chuck Keller and Clark Atkinson were present to receive their Certificate of Appointments as members of the Horizon Drive Association Business Improvement District.

**Council Comments**

Councilmember Coons welcomed Bianca from the White Willows neighborhood group to the meeting.

**Citizen Comments**

There were none.

**CONSENT CALENDAR**

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

1. **Minutes of Previous Meeting**

*Action: Approve the Minutes of the January 2, 2008, Regular Meeting*

2. **Intergovernmental Agreement with CDOT for Traffic Signal Maintenance**

Contract with Colorado Department of Transportation for (1) maintenance of traffic signs, signals, striping and markings on state highways within the City limits and (2) snow removal and pavement maintenance on state highways within the City limits.

*Action: Authorize the City Manager to Sign the Contract with Colorado Department of Transportation for Maintenance of Traffic Signs, Signals, Striping and Markings and for Snow Removal and Pavement Maintenance on State Highways with the City Limits*

3. **Contract for Hot Tub Replacement at Orchard Mesa Pool**

This approval request is for the award of a contract to provide and install a new hot tub at the Orchard Mesa Community Center Pool.

*Action: Authorize the City Purchasing Division to Enter into a Contract in the Amount of \$51,318.21 with Performance Pools and Spas*

4. **Contract for Microsoft Software and Licenses**

This approval request is to provide maintenance support and software assurance licensing for Microsoft software used by the City of Grand Junction employees in 2008.

*Action: Authorize the City Purchasing Division to Enter into a Contract in the Amount of \$51,010.62 with Software Spectrum, Inc. (a.k.a. Insight)*

5. **Comprehensive Plan Energy and Mineral Impact Assistance Grant**

A request to accept an Energy and Mineral Impact Assistance Grant, in the amount of \$270,000, as partial funding for the Comprehensive Plan and Sewer Basin Study.

*Action: Accept the Grant and Authorize the Mayor to Sign the Energy and Mineral Impact Assistance Grant Contract in the Amount of \$270,000 for the Comprehensive Plan*

6. **Public Safety Facility Energy and Mineral Impact Assistance Grant**

A request to accept an Energy and Mineral Impact Assistance Grant, in the amount of \$500,000, as partial funding for the design of the Public Safety Facility.

*Action: Accept the Grant and Authorize the Mayor to Sign the Energy and Mineral Impact Assistance Grant Contract in the Amount of \$500,000 to Plan and Design the Public Safety Facility*

7. **Setting a Hearing Zoning the Lochmiller Annexation, Located at 193 Shelley Drive** [File #ANX-2007-329]

Request to zone the 1.06 acre Lochmiller Annexation, located at 193 Shelley Drive, to R-4 (Residential, 4 units per acre).

Proposed Ordinance Zoning the Lochmiller Annexation to R-4 (Residential 4 units per acre), Located at 193 Shelley Drive

*Action: Introduction of Proposed Ordinance and Set a Public Hearing for February 4, 2008*

8. **Setting a Hearing for the Pinson-Hergistad Annexation, Located at 644 ½ 29 ½ Road** [File #ANX-2007-352]

Request to annex 3.02 acres, located at 644 ½ 29 ½ Road. The Pinson-Hergistad Annexation consists of one parcel and is a 2 part serial annexation.

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

Resolution No. 03-08—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, Pinson-Hergistad Annexation, Located at 644 ½ 29 ½ Road

*Action: Adopt Resolution No. 03-08*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Pinson-Hergistad Annexation No. 1, Approximately 0.33 acres, Located at 644 ½ 29 ½ Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Pinson-Hergistad Annexation No. 2, Approximately 2.69 acres, Located at 644 ½ 29 ½ Road

*Action: Introduction of Proposed Ordinances and Set a Hearing for February 20, 2008*

9. **Setting a Hearing Zoning the Foster Industrial Annexation, Located at 381 27 ½ Road** [File #ANX-2007-330]

Request to zone the .41 acre Foster Industrial Annexation, located at 381 27 ½ Road, to I-1 (Light Industrial).

Proposed Ordinance Zoning the Foster Industrial Annexation to I-1 (Light Industrial), Located at 381 27 ½ Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for February 4, 2008*

10. **Setting a Hearing for the Mersman Annexation, Located at 3037 D Road** [File #ANX-2007-356]

Request to annex 1.45 acres, located at 3037 D Road. The Mersman Annexation consists of one parcel.

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

Resolution No. 04-08—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, Mersman Annexation, Located at 3037 D Road

*Action: Adopt Resolution No. 04-08*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Mersman Annexation, Approximately 1.45 acres, Located at 3037 D Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for February 20, 2008*

11. **Purchase of Property at 509 Ute Avenue**

Negotiations by City staff with the owners of 509 Ute Avenue have been completed and a contract to purchase the property has been signed by both parties. The City shall lease the property to the former owners for a period of four months after the purchase date.

Resolution No. 05-08—A Resolution Ratifying the Purchase Contract for the Property Located at 509 Ute Avenue, Grand Junction, Colorado

*Action: Adopt Resolution No. 05-08*

**ITEMS NEEDING INDIVIDUAL CONSIDERATION**

**Public Hearing—DeHerrera Annexation, Located at 359 29 <sup>5</sup>/<sub>8</sub> Road** [File #ANX-2007-300] **Request to Continue to January 16, 2008**

Request to annex 15.52 acres, located at 359 29 5/8 Road. The DeHerrera Annexation consists of 1 parcel.

Justin Kopfman, Associate Planner, explained the reason for the continuance, and advised that due to a family emergency Greg Moberg, rather than himself, will be presenting the item on January 16, 2008.

Councilmember Hill moved to continue the public hearing for the DeHerrera Annexation to January 16, 2008. Councilmember Thomason seconded the motion. Motion carried.

**Public Hearing—Sipes Annexation, Located at 416 ½ 30 Road, 413 and 415 30 ¼ Road [File #ANX-2007-313]Request to Continue to January 16, 2008**

Request to annex 3.54 acres, located at 416 ½ 30 Road, 413, and 415 30 ¼ Road. The Sipes Annexation consists of 3 parcels.

Justin Kopfman, Associate Planner, explained the reason for the continuance, and advised that due to a family emergency Greg Moberg, rather than himself, will be presenting the item on January 16, 2008.

Councilmember Todd moved to continue the public hearing for the Sipes Annexation to January 16, 2008. Councilmember Hill seconded the motion. Motion carried.

**Public Hearing—Zoning the Gummin Annexation, Located at 2215 Magnus Court [File #ANX-2006-100]**

Request to zone the 6.60 acre Gummin Annexation, located at 2215 Magnus Court, to R-2 (Residential, 2 units per acre).

The public hearing was opened at 7:25 p.m.

Faye Hall, Associate Planner, reviewed this item. She described the request, the location, the site, the Future Land Use designation, and then noted the zoning request is consistent with the Future Land Use designation. The current County zoning is not consistent with the land use designation. The site has a lot of topography to it. The request meets the zoning criteria. Due to the topography, the Planner requested a site review. After the site review, the Engineer and the Planner thought R-1 would be appropriate. However, the applicant wanted a R-2 designation. The Engineer and the Planner agreed that R-2 could be a possibility, but a hillside requirement will need to be met for approval. The Planning Commission did recommend approval of R-2.

The applicant was not present.

There were no public comments.

The public hearing was closed at 7:28 p.m.

Ordinance No. 4162—An Ordinance Zoning the Gummin Annexation, to R-2 (Residential, 2 units per acre), Located at 2215 Magnus Court

Councilmember Palmer moved to adopt Ordinance No. 4162, and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

**Public Hearing—Ridges Mesa Planned Development (ODP) Outline Development Plan** [File #ODP-2006-358]

A request for approval of an Outline Development Plan (ODP) to develop 51 acres as a Planned Development in a currently zoned R-2 (Residential-2 dwelling units per acre) zone district; retaining the R-2 zoning as the default zoning designation.

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

Lori Bowers, Senior Planner, reviewed this item. She described the request, and the location of the site of 51.4 acres. Due to the size of the parcel, a site analysis must be submitted. Also, an Outline Development Plan is not required, but is a recommended option for this size of site. Many concerns were raised about connections to and from the property, and the extension of utilities into the site. The Future Land Use Designation designated the property as Residential Medium Low – the ODP underlying zoning is consistent with that designation. Ms. Bowers read the requirements for a Planned Development zoning, including the types of benefits that must be derived from the development. The benefits from this plan are the trails, and the location of the dwellings leave more open space.

Ms. Bowers then pointed out the comments that have been received and provided to Council regarding connections to the subdivision. She then noted that the application met the requirements of the Zoning and Development Code.

Councilmember Coons asked if the traffic issues will be addressed at the time the site plans are being reviewed. Ms. Bowers said they will review in more depth, but at this time there is adequate ability to connect these subdivisions.

Councilmember Palmer asked if the existing street system can handle the additional traffic. Ms. Bowers said the street Bella Pago is a substandard street. To not connect would require a variance from the Zoning and Development Code, and a TEDs exception. She said they will look more closely at Phase III as to exactly where the connection will be. The neighbors were promised that the street would be for emergency access only; however, that will not be the case. The street will allow neighbors to exit the property in addition to it providing emergency vehicle access.

Councilmember Coons asked, if the street is substandard, is it possible to upgrade the street. Ms. Bowers deferred to Public Works and Planning Director Tim Moore. Mr. Moore said that currently the street is designated for potential use, and the street will be evaluated at Preliminary Plan review along with traffic and safety issues to determine what the number of units will be.

Councilmember Palmer asked, if traffic can't be accommodated, will the developer be restricted from building out to the full R-2. Mr. Moore said yes.

Council President Doody asked about the possibility of a pump station for the sewer, and could it be eliminated at a later date, or will the City have to maintain it. Mr. Moore replied that the City would have to maintain it; however, if further improvements are made it is possible the pump station can be eliminated later.

Councilmember Palmer commented regarding traffic, that interconnectivity should be looked at based upon the number of units that can be accommodated, and he asked if all roads are looked at, as he was not sure they can be widened. Mr. Moore said traffic safety is a concern, and that there are two additional roads to the west, Hidden Valley and Pinnacle Ridge, that will create three potential connections to disburse traffic.

Bob Blanchard, 706 Jasmine Lane, representing the applicant, commented that it is a unique piece of property, and he has long been an advocate of Planned Development and particularly the Zoning and Development Code section that is specifically used for these unique properties. An Outline Development Plan allows the City to see how unique and constrained properties can be developed. It provides to the developer a general consensus on the development. The approval sets the number of units, the phasing, the general location of access points, the internal circulation system, and the general location of the trail system. He identified each phase or pod.

Mr. Blanchard went on to discuss the three access points as Hidden Valley Drive which has always been intended to be extended under this property, Pinnacle Ridge Subdivision, which recently received preliminary approval by the Planning Commission, and the third access point to Bella Pago that will be designed in more detail during the third phase.

Mr. Blanchard continued by generally identifying the trail system location. The review criteria is extensive, and is listed in detail in the staff report. The purpose of a Planned Development is to give the developer more balance and flexibility going through the design process. In this case, the additional benefits that go above and beyond code requirements that will be derived from the development are 30% more open space, and a new publicly accessible trail system.



Mr. Blanchard confirmed that the applicant did state at a neighborhood meeting that the access to Bella Pago would be emergency access only. That was how the application was submitted. During the planning review the City, however; citing the TEDs requirement, has negated that, and the access will be addressed in the second or third phase.

Mr. Blanchard stated there will not be any water issues; specifically adequate fire flow for specified lots. If sufficient flow cannot be provided, those lots will have to have individual fire suppression methods. Once Pinnacle Ridge is developed, the fire flow issue will be gone. The sewer issue is challenging and various alternatives have been discussed. They are looking at additional easements or using a pump station.

Councilmember Todd asked where the tie into Pinnacle Ridge connects. Mr. Blanchard said the site map does not show the current platting for Pinnacle Ridge, and he identified where the new road will go.

Councilmember Thomason asked for a response to the substandard road, specifically down Bella Pago. Mr. Blanchard said that there has been concern in the past with Pinnacle Ridge due to it being circuitous and its lack of width. He expects they will work with the City during the second or third phases by running an Origin and Destination Model to predict the travel patterns of the residents. Later they will determine the number of housing units that are feasible.

Councilmember Thomason was concerned with a large amount of traffic which includes truck traffic during the construction phase. Mr. Blanchard said he does not know the right-of-way situation, and would need to defer to later research. In addition, the road is in the County, and therefore it would require working with County Planning.

Councilmember Todd stated that the impact is really down on Country Club Park, and not Bella Pago. Mr. Blanchard said they would be willing to limit access off of Bella Pago to emergency, but the connection is the City requirement.

Councilmember Palmer asked if the internal roads are substandard or standard City width. Mr. Blanchard replied that there will be public roads with curb, gutter, and sidewalks, full collector width and residential width. Councilmember Palmer asked if the Fire Department expressed any concerns about getting emergency vehicles into the property. Mr. Blanchard said the Fire Department wants at least two points of access which has been addressed, so in terms of access, no.

Council President Doody asked if the roads in the Ridges are substandard. Mr. Blanchard replied that due to the lack of curb, gutter, and sidewalks, he feels they are. The majority of the streets do not have adequate right-of-way, and need to take into account the design features that enter into the classification.

Council President Doody then asked for public comments.

Richard Swerdfeger, 204 Country Club Park Road, is concerned with additional traffic impact on Country Club Park Road and access to Highway 340. There is limited site distance and narrow, blind curves on Country Club Park Road. He has lived here 27 ½ years and has found that everyone is driving faster. The neighborhood has 63 homes using that road, and it is not just car traffic, but truck and service vehicle traffic too.

As pointed out in earlier neighborhood meetings this issue was addressed and the solution was to provide an emergency access only. Now with the change in planning and Code revisions interconnectivity is mandated. Mr. Swerdfeger pointed out that one-size does not fit all, and this should be addressed on a case-by-case basis.

Mr. Swerdfeger stated that interconnectivity to a neighborhood is fine on an overall basis where the roadways and conditions are consistent; however, this is not the case here. Any future development should be serviced and accessed through the Ridges. Human nature being what it is, the residents living in the eastern half of the new homes in Phase II and III of Ridges Mesa will take the shorter route to town down Country Club Park which will create a lot of traffic problems.

Mr. Swerdfeger suggested that an exemption be made to that interconnectivity requirement of the development and transportation standards, as he does not feel that it applies to this case. He stated that the emergency access would be the solution to having access when needed, but not for daily traffic. He would like the City Council to put language into the approval now so that it does not come up again during the next phases under review.

There were no other public comments.

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

Councilmember Coons addressed Public Works and Planning Director Moore asking if it would be possible to look at the TEDs exception at this phase, rather than phase III.

Public Works and Planning Director Moore replied that TEDs exceptions are based on specific conditions, and so it will require that the third phase be designed and laid out first. He would like to at least have an engineering analysis to start with to determine the amount of units accessing the roadways.

Councilmember Todd said that for this to be successful the Pinnacle Ridge Subdivision has to be developed in order to have the connectivity to Mariposa. Mr. Moore said they can go forward assuming that there will be a connection with up to 100 units during the first phase.

Councilmember Palmer asked for clarification from the City Attorney if the City can, in fact, limit that access since it is the City that has recommended the third access point at Bella Pago.

City Attorney Shaver said the Staff through the TEDs exception process can, but the City Council cannot tonight; there has to be that degree of engineering analysis with a reasonable alternative. It isn't for the Council tonight, but can be determined in the future as the project proceeds, and the engineering analysis is developed.

Councilmember Palmer continued that he does not see that the problem is with Bella Pago, as much as it is the roadways below Bella Pago. He said approving this without the assurance of what might happen is uncomfortable. City Attorney Shaver said that all the factors will be taken into consideration during the engineering analysis.

Councilmember Hill asked how many units there were per phase. Ms. Bowers said that in Phase I the maximum number of residential units is 28 on 14.16 acres, Phase II is a maximum of 45 units on 22.58 acres, and Phase III is 28 units on 14.3 acres.

Councilmember Palmer asked if that number could be reduced based on traffic and other findings as the project goes forward. Ms. Bowers said the minimum number of dwelling units per acre is 1 per .5 acres.

Councilmember Todd asked since the project is being developed in three phases and the City is relying on another subdivision to give the City access down to Mariposa, can the City Council restrict the timing of when they could do the second or third filing if the Pinnacle Ridge road is not yet accessible. City Attorney Shaver said that the Council could restrict the time based on the number of lots, or could require a development schedule for phasing of the lots.

Councilmember Hill said it was his understanding that with an ODP they are addressing conformance, compatibility and coordination. When Pinnacle Ridge was developed they knew they already had an approved connection to Bella Pago, but it was that connection that was eliminated when the plan went forward. He found it curious that there was no connectivity to the project.

Councilmember Hill said he has been on Country Club Park Road, and has found it to be treacherous. Country Club Park is not one of the options he would choose first to commute, choosing instead Monument Road. This subdivision gives other people options as well. He would encourage a TEDs exception process to see if that is an appropriate thing to do with the traffic pattern. He would approve the plan based on a TEDs exception process review.

Councilmember Coons said she agrees with Councilmember Hill to take a careful look at traffic patterns, and look at all possible ways to make the road safer. She stated that she was concerned about Bella Pago as an entrance and exit, and she would encourage a TEDs exception process also. She does not see that; however, as a reason not to go forward.

There were no other Council comments.

Ordinance No. 4163—An Ordinance Rezoning the Approximately 51.04 Acres from R-2 to PD (Planned Development) The Ridges Mesa Planned Development, Located East of Hidden Valley Drive and High Ridge Drive

Councilmember Hill moved to adopt Ordinance No. 4163, and recommended the applicant submit a TEDs exception for the connection to Bella Pago to determine if appropriate, and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

City Attorney Shaver stated that the motion affirms the issues and puts the question to the TEDs exception process.

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

There were none.

### **Other Business**

There was none.

### **Adjournment**

The meeting adjourned at 8:25 p.m.

Stephanie Tuin, MMC



**Attach 2  
Purchase Utility Carts**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Purchase Seven 4 x 4 Utility Carts		
<b>File #</b>			
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	January 14, 2008		
<b>Author Name &amp; Title</b>	Shirley Nilsen, Senior Buyer		
<b>Presenter Name &amp; Title</b>	Jay Valentine, Assistant Financial Operations Manager Joe Stevens, Parks and Recreation Director Greg Trainor, Utility and Street Systems Director		

**Summary:** This purchase is for seven motorized utility carts, four are replacements and three are additions to the fleet. Presigo Waste Water Treatment Plant's Wash Division is replacing two 1992 Kawasaki Mule utility carts, and one 1998 Kawasaki 4-wheel cart. The Parks and Recreation Cemetery Division is replacing one 2001 Kawasaki Mule utility cart. One new utility cart will be added to the Parks and Recreation River Front Trail Project and two new utility carts will be added to the Parks and Recreation's Forestry/Horticulture Division.

**Budget:** The Fleet Division has budgeted for the replacement of these vehicles in 2008 and has sufficient funds available for this purchase. The 2008 CIP account has budgeted \$34,000.00 for the additional utility carts.

**Action Requested/Recommendation:** Authorize the City Purchasing Division to purchase seven 2008 John Deere HPX Gas 4 x 4 Gators from Delta Implement Company, a local business for \$60,829.93.

**Attachments:** N/A

**Background Information:** A formal Solicitation for 4 x 4 Utility Carts was sent out in 2007 and awarded to Delta Implement. The awarded price of \$8,689.99 each is being honored for this 2008 purchase. The Assistant Financial Operations Manager agrees with this recommendation.

**Attach 3  
Fire Station #5 Addition**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Fire Station #5 Building Addition		
<b>File #</b>			
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	January 28, 2008		
<b>Author Name &amp; Title</b>	Scott Hockins, Purchasing Supervisor		
<b>Presenter Name &amp; Title</b>	Jay Valentine, Assistant Financial Operations Manager Jim Bright, Fire Operations Chief		

**Summary:** This approval request is for the award of a construction contract, for the building addition at Fire Station #5.

**Budget:** A budget amount of \$100,000 has been allocated in the Capital Improvement Project fund, with the remaining \$27,053 to be transferred from the Fire Department's General Fund capital budget.

**Action Requested/Recommendation:** Authorize the City Purchasing Division to enter into a contract, in the amount of \$127,053 with PNCI Construction, Inc. for the completion of the building addition at Fire Station #5.

**Attachments:** N/A

**Background Information:** The project will include all labor, materials, and equipment necessary to add two additional bedrooms to Fire Station #5. A formal invitation for bids was issued, advertised in The Daily Sentinel, and sent to a source list of contractors including the Western Colorado Contractors Association (WCCA). Two companies submitted formal bids in the following amounts:

- PNCI Construction, Grand Junction                      \$127,053
- K&G Enterprises, Grand Junction                      \$148,000

**Attach 4  
Restroom Shelters at Parks**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Duck Pond Park & Sherwood Park Restroom Shelters		
<b>File #</b>			
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	January 28, 2008		
<b>Author Name &amp; Title</b>	Scott Hockins, Purchasing Supervisor		
<b>Presenter Name &amp; Title</b>	Jay Valentine, Assistant Financial Operations Manager Joe Stevens, Parks & Recreation Director		

**Summary:** This approval request is for the award of a construction contract to Tusca II, Inc. for two new restroom shelters; one will be at Duck Pond Park and the other at Sherwood Park.

**Budget:** A budget amount of \$357,000 has been allocated in the Parks Department Capital Improvement Project fund, for this planned expenditure.

**Action Requested/Recommendation:** Authorize the City Purchasing Division to enter into a contract, in the amount of \$298,700 with Tusca II, Inc. for the completion of the restroom shelters at Duck Pond Park and Sherwood Park.

**Attachments:** N/A

**Background Information:** Due to age and condition, the restroom shelters at Duck Pond and Sherwood Park, are scheduled for replacement. This is the fourth time this project has been publicly bid. The amount budgeted has been carried forward in the CIP account since 2004. Following each bid presentation there was inadequate funds to cover the amount of the lowest responsible bid received. Many factors have contributed to the high dollar amount of the bids previously received, the rising cost of construction in the valley has been the predominate justification, in addition to many of the construction contractors being exceedingly busy.



A formal invitation for bids was issued, advertised in The Daily Sentinel, and sent to a source list of contractors including the Western Colorado Contractors Association (WCCA). Two companies submitted formal bids in the following amounts:

- Tusca II, Inc., Grand Junction \$298,700
- PNCI Construction, Grand Junction \$371,686

**Attach 5**  
**Canyon View Park Phase III Design**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Canyon View Park Phase III Design Services		
<b>File #</b>			
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	January 15, 2008		
<b>Author Name &amp; Title</b>	Scott Hockins, Purchasing Supervisor		
<b>Presenter Name &amp; Title</b>	Jay Valentine, Assistant Financial Operations Manager Joe Stevens, Parks & Recreation Director		

**Summary:** Contract with the professional design firms Winston Associates/Ciavonne Roberts & Associates to complete design services for Canyon View Park, Phase III.

**Budget:** Parks Administration has \$716,000 budgeted for the design and construction of Canyon View Park, Phase III.

**Action Requested/Recommendation:** Authorize the Purchasing Division to enter into a contract with Winston Associates/Ciavonne Roberts & Associates to complete the design services for Phase III of Canyon View Park for \$134,275.

**Attachments:** N/A

**Background Information:** On December 20, 2007 three proposals were received from potential consulting firms for the design of the next phase of Canyon View Park. This next phase will include a design for the remainder of the undeveloped portions of the site and to provide construction and bidding documents for a portion of that area, which is planned to be constructed in late 2008 and into 2009. It is anticipated that the 2008 construction will include the completion of the Tennis Complex and the construction of a restroom shelter in that area. The 2009 construction will include the completion of the parking area and possibly the construction of the loop road on the north east side of the baseball field.

Work remaining to be done at the park will include improvements in the baseball area, the open space area south of the baseball field, parking lot expansions south and west of the baseball field, and installation of the landscape and irrigation on the east side of the park.

The Request for Proposal was advertised in the Daily Sentinel, posted on a governmental solicitation website, and sent to firms on the current source list for design services. Winston Associates/Ciavonne Roberts & Associates was selected to perform the scope of services based upon responsiveness, understanding of the project and objectives, necessary resources, required skills, and demonstrated capability.

**Attach 6**  
**Fleet Building Addition Design**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Fleet Building Addition Design and Construction Management Services		
<b>File #</b>			
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	January 28, 2008		
<b>Author Name &amp; Title</b>	Scott Hockins, Purchasing Supervisor		
<b>Presenter Name &amp; Title</b>	Jay Valentine, Assistant Financial Operations Manager		

**Summary:** Contract with the professional design and planning firm, Johnson-Carter Architects to design and provide construction management for the Fleet Building addition.

**Budget:** Adequate money has been budgeted in the Facilities Improvement Fund for this planned expenditure.

**Action Requested/Recommendation:** Authorize the Purchasing Division to enter into a Contract with Johnson-Carter Architects for Design and Construction Management Services for the Fleet Building Addition, in the Amount of \$56,150.

**Attachments:** N/A

**Background Information:** The project will add an additional six vehicle bays and an additional 6,552 square feet of space. The additional space will be used as storage for the police department's mobile command vehicle, bomb squad vehicle, and S.W.A.T. vehicle. The building will be designed to provide structure for future equipment for the Fleet division. If approved, Johnson-Carter Architects will design the addition, and act as the City of Grand Junction's representative throughout construction.

The Request for Proposal was advertised in the Daily Sentinel, posted on a governmental solicitation website, and sent to firms on the current source list for design services. There were two proposals received and evaluated. Johnson-Carter

Architects was selected to perform the scope of services based upon responsiveness, understanding of the project and objectives, necessary resources, required skills, demonstrated capability, and fees.

**Attach 7  
CDOT Contracts**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	CDOT Maintenance Contracts for Traffic Control Devices and Highway Maintenance		
<b>File #</b>			
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	January 16, 2008		
<b>Author Name &amp; Title</b>	Jody Kliska, Transportation Engineer Doug Cline, Streets Superintendent		
<b>Presenter Name &amp; Title</b>	Tim Moore, Public Works and Planning Director		

**Summary:** Authorizing the City Manager to sign contracts with Colorado Department of Transportation for (1) maintenance and operations of signs, signals, striping and markings on State Highways within the City limits and (2) snow removal and pavement maintenance on State Highways within the City limits.

**Budget:** These contracts provide for annual reimbursement to the City of Grand Junction of (1) \$266,975.40 for traffic-related maintenance and (2) \$101,143.00 for snow removal and pavement maintenance.

**Action Requested/Recommendation:** Adopt a Resolution authorizing the City Manager to sign the contracts with Colorado Department of Transportation for maintenance and operation of traffic control devices and to expend funds and resources as necessary to meet the terms of the contract; and adopt a Resolution authorizing the City Manager to sign the contract for highway maintenance on state highways within the City limits and to expend the funds and resources as necessary to meet the terms of the contract.

**Background Information:** These contracts were approved by Council at the January 14, 2008 meeting. However, through a staff oversight, resolutions are required to be included with the contracts. City Council action on this item will create the necessary resolutions. There are two separate contracts with CDOT, each requiring a resolution by the City Council. The City of Grand Junction maintains traffic signs, signals, striping and markings on state highways within the city limits under a maintenance contract. The existing contract expired in mid-2007; however, CDOT has continued to reimburse the City at the 2002 contract costs, which have been \$143,808.31 annually for traffic

and \$40,000 for snow removal and pavement maintenance. The new contract provides for an annual reimbursement of \$266,975.40 for traffic and \$101,143.00 for snow removal and pavement maintenance. The new contract, consistent with past practice, is for a five-year term.

**Attachments:**

CDOT Contract for Traffic and Traffic Scope of Work

CDOT Contract for Highway Maintenance.

Proposed Resolution for the Traffic contract

Proposed Resolution for the Highway Maintenance contract

**State Funds, Traffic Control Devices Maintenance  
Traffic Control Device Maintenance  
Grand Junction / CDOT Region 3/(DW)**

**08 HA3 00034  
331000102**

## **CONTRACT**

**THIS CONTRACT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between the State of Colorado for the use and benefit of the **Colorado Department of Transportation** hereinafter referred to as the State, and THE CITY OF GRAND JUNCTION, 250 North 5<sup>th</sup> Street Grand Junction, Colorado 80501, CDOT Vendor #: 2000027, hereinafter referred to as the “Contractor” or the “Local Agency.”

## **RECITALS**

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function 2300, GL Acct.4541000020, Cost Center R38MS-010 , **Contract Encumbrance Amount: \$0.00**
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns; and;
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services;
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost;
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth; and
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.



**THE PARTIES NOW AGREE THAT:**

**Section 1. Scope of Work**

All of the specific location(s) and type(s) of traffic control device(s) to be operated and maintained by the Contractor pursuant to this contract are described in Exhibit A, attached hereto and incorporated herein. Such services and highways are further detailed in Section 5.

**Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 22 of this contract
2. This contract
3. Exhibit A (Scope of Work)
4. Exhibits D and E (Contract Modification Tools)
5. Other Exhibits in descending order of their attachment.

**Section 3. Term**

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. The term of this contract shall be for a term of FIVE (5) years. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefore.

**Section 4. Project Funding and Payment Provisions**

A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as Exhibit B.

B. Subject to the terms of this Contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Contractor on a lump sum basis, payable in monthly installments, upon receipt of the Contractor's statements, as provided herein.

1. The State shall pay the Contractor for the satisfactory operation and maintenance of traffic control devices under this contract at the rates described in Exhibit C, which is attached hereto and made a part hereof. Provided, however, that the total charges to be paid by the State during each fiscal year beginning July 1 and ending June 30 of the following year shall not exceed a maximum amount of **\$266,975.40** without the benefit of a supplemental agreement executed prior to any such excess charges being incurred. Contractor billings and State payments for each of the traffic control devices listed in Exhibit A shall be on a "lump sum" basis, in accordance with the rates described in Exhibit C, subject to the maximum

amount described above.

The Contractor will bill the State monthly and the State will pay such bills within 60 days.

2. The statements submitted by the Contractor for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Contractor billing standards.

3. If the Contractor fails to satisfactorily perform the maintenance for a segment of the Highways (or portion thereof), or if the statement submitted by the Contractor does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

#### **Section 5. State and Local Agency Commitments**

A. The Contractor shall perform the "highway maintenance services" for the certain State Highway System segments described herein. Such services and highways are detailed in Section 1 (or Exhibit A).

B. The Contractor shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on Exhibit A ("the Work"), in a manner that is consistent with current public safety standards on state highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this Contract. The Contractor shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.

C. The State shall have the option to add or delete, at any time during the term of this Contract, one or more specific traffic control devices from those listed in Exhibit A, and therefore amend the Work to be performed by the Contractor under this Contract. The State may amend Exhibit A by written notice to the Contractor using a change order letter substantially equivalent to Exhibit D.

D. The Contractor may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Contractor during the term of this contract, based on the same rates that had been initially agreed to by the Contractor in Exhibit C. If the State determines in writing that operation and maintenance of those other devices by the Contractor is appropriate, and is desirable to the State, and if the State agrees to add such devices to this contract, then the State shall, by written Change Order issued to the Contractor in a form substantially equivalent to Exhibit D, add such devices to this contract.

E. The Contractor shall perform all maintenance services on an annual basis. The Contractor's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Contractor concerning the maintenance services shall be in writing. The Contractor shall contact the

State Region office and obtain those standards before the Contractor performs such services.

F. The Contractor shall perform the maintenance services in a satisfactory manner and in accordance with the terms of this Contract. The State reserves the right to determine the proper quantity and quality of the maintenance services performed by the Contractor, as well as the adequacy of such services, under this Contract. The State may withhold payment, if necessary, until Contractor performs the maintenance services to the State's satisfaction. The State will notify the Contractor in writing of any deficiency in the maintenance services. The Contractor shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Contractor, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Contractor, or to bill the Contractor for such work.

G. Performance Measures shall be accounted for within the duration of this contract. Performance Measures will be associated with signal/electrical maintenance, pavement marking maintenance and sign maintenance. Performance Measures shall be addressed once a year for all years of this contract. Contractor shall develop an inspection schedule that insures all items listed in Exhibit A are inspected yearly. The inspection schedule shall be approved by CDOT project manager prior to initiating inspections. The Contractor shall submit performance documentation to CDOT Project manager no later than the April 10<sup>th</sup> of each calendar year covered by this contract. Performance records shall be kept by the Contractor for a minimum of three years and a copy sent to the CDOT Project Manager listed in this contract.

### **Section 6. Record Keeping**

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of six (6) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

### **Section 7. Termination Provisions**

This contract may be terminated as follows:

his Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Contractor only for that portion of the traffic control device maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Contractor shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

### **Section 8. Legal Authority**

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that

authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

**Section 9. Representatives and Notice**

The State will provide liaison with the Local Agency through the State's Region Director, Region 3, 222 S. 6<sup>th</sup> Street, Grand Junction, CO 81501, (970) 683-6203. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 3 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:  
Casey Peter  
Project Manager  
CDOT Region 4  
222 S. 6<sup>th</sup> Street  
Grand Junction, CO 81501  
(970) 683-6253

If to the Local Agency:  
Jodi Kliska  
Transportation Engineer  
City Of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(970) 248-7213

**Section 10. Successors**

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**Section 11. Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

**Section 12. Governmental Immunity**

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

### **Section 13. Severability**

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

### **Section 14. Waiver**

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

### **Section 15. Entire Understanding**

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

### **Section 16. Survival of Contract Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

### **Section 17. Modification and Amendment**

A. This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

B. Either party may suggest renegotiation of the terms of this Contract, provided that the Contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this Contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified only if the party requesting the rate change documents, in accord with then applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), that the requested increase/decrease is based on and results from (and is proportionate to) an increase/decrease in the "allowable costs" of performing the Work.

## **Section 18. Change Orders and Option Letters**

A. Bilateral changes within the general scope of the Contract, as defined in Section 1 above, may be executed using the change order letter process described in this paragraph and a form, substantially equivalent to the sample change order letter attached as Exhibit D, for any of the following reasons.

1. Where the agreed changes to the specifications result in an adjustment to the price, delivery schedule, or time of performance.
2. Where the agreed changes result in no adjustment to the price, delivery schedule, or time of performance. The change order shall contain a mutual release of claims for adjustment of price, schedules, or time of performance.
3. Where the changes to the contract are priced based on the unit prices to be paid for the goods and/or services established in the contract.
4. Where the changes to the contract are priced based on established catalog generally extended to the public.

Other bilateral modifications not within the terms of this paragraph must be executed by formal amendment to the contract, approved in accordance with state law.

B. The State may increase the quantity of goods/services described in Exhibit A at the unit prices established in the contract. The State may exercise the option by written notice to the contractor within 30 days before the option begins in a form substantially equivalent to Exhibit E. Delivery/performance of the goods/service shall continue at the same rate and under the same terms as established in the contract

C. The State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices established in the contract and the schedule of services required, as set by the state. The State may exercise the option by providing a fully executed option to the contractor, in a form substantially equivalent to Exhibit E, immediately upon signature of the State Controller or his delegate. Performance of the service shall continue at the same rate and under the same terms as established in the contract.

## **Section 19. Disputes**

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

### **Section 20. Does not supercede other agreements**

This Contract is not intended to supercede or affect in any way any other agreement (if any) that is currently in effect between the State and the Contractor for other “maintenance services” on State Highway rights-of-way within the jurisdiction of the Contractor. Also, the Contractor shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Contractor is required by applicable law to perform.

### **Section 21. Subcontractors**

The Contractor may subcontract for any part of the performance required under this Contract, subject to the Contractor first obtaining approval from the State for any particular subcontractor. The State understands that the Contractor may intend to perform some or all of the services required under this Contract through a subcontractor. The Contractor agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State [which shall not be unreasonably withheld]. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.



## Section 22.

# SPECIAL PROVISIONS

### (For Use with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION.

To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. SOFTWARE PIRACY PROHIBITION Governor's Executive Order D 002 00

No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

8. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

9. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101 and Public Law 208, 104<sup>th</sup> Congress, as amended and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended

The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101(2)(b)(i). The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

Effective Date: August 9, 2006

## **EXHIBIT A SCOPE OF WORK**

City of GJ  
Traffic Maintenance Work  
Scope of Work

### **General**

The City of Grand Junction (herein further referred to as “Contractor”) shall operate and maintain as described below all signing, striping, pavement marking, and signal traffic control devices under the responsibility of the State in accordance with CRS 43-2-135. All other traffic control devices in State ROW not the State’s responsibility in accordance with CRS 43-2-135 shall continue to be maintained by the Contractor.

Operation and maintenance will include repair, routine maintenance, periodic inspection and/or testing, and annual, cyclical replacement as described below.

CDOT may conduct periodic, random inspections at any time of any device to ensure compliance with this contract.

### **Documentation and Record-Keeping**

In accordance with Sections 5 and 6 of this contract, all maintenance, operations, inspections, etc. as required by this contract shall be documented and submitted annually for CDOT review.

### **Control of Work in the ROW**

All work as required by this contract shall meet all CDOT requirements, standards, laws, guidelines etc. for design, construction, maintenance, operation, and repair.

Either agency making changes to traffic control devices affected by this contract or new installations of traffic control devices shall provide adequate notification of the changes or additions to the other agency to allow analysis, review, and approval.

CDOT shall be given minimum 3 day advance notice of work that may affect the traveled way of the highways. CDOT may request traffic control plans, method of handling traffic, or other traffic control engineering as applicable.

## EXHIBIT A SCOPE OF WORK

### Signs

All signs and delineators in the highway segments listed below (including panels, posts, bases, hardware) shall be maintained and repaired as follows.

#### Locations:

Highway	From	To	Length	Description
6B	30.27	33.56	3.29	North Ave to 29 Rd
50A	32.00	34.75	2.75	Begin to 27.75 Rd, all FR
6A	-0.50	end	0.50	Last 0.5 mile of 6A to 21.5 Rd
70B	0.00	7.90	7.90	Begin to 28.5 Rd
70Z	0.00	1.27	1.27	All
70A 24 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70A 25 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70AF North 25 to 26 Rd	0.00	1.00	1.00	All w/in CDOT ROW
70A 26 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70A 26.5 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70AF 26.5 Rd	0.00	0.25	0.25	All w/in CDOT ROW
70A 27 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70A Horizon Dr underpass	0.00	0.25	0.25	All w/in CDOT ROW
70AF north at 29 Rd	0.00	0.25	0.25	All w/in CDOT ROW
70A 29 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
340A	11.40	13.34	1.94	200 ft west of ridges to end

Overhead sign panels and structures will continue to be maintained by CDOT.

Signs include all traffic control signs under the responsibility of CDOT as per CRS 43-2-135, including traffic control signs within State ROW but intended for side street.

CDOT will continue to conduct cyclical replacement of sign panels and upgrade of existing posts and bases on an appropriate annual cycle to maintain acceptable condition in accordance with current standards and practices.

Maintenance shall include repair of damaged delineators and class I and II sign panels and associated posts, hardware, etc. due to weather, vehicle crashes, or other causes. Repair of damaged signs shall be done within one calendar day of notification or discovery of damage for stop and yield signs, three calendar days for regulatory and warning, and seven calendar days for guide, motorists service, and other special signs.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random inspection of 5% of inventory shall be done jointly between CDOT and the Contractor to ensure compliance.

**EXHIBIT A**  
**SCOPE OF WORK**

Payment

The Contractor shall be compensated at an annual cost of \$60,913.80 for the above described services. Monthly cost \$5076.15. Total five-year contract cost \$304,569.00

## **EXHIBIT A SCOPE OF WORK**

### Markings

All markings (crosswalks, stopbars, words, symbols) in the highway segments listed below shall be maintained as follows.

Highway	From	To	Length	Description
6B	30.27	33.56	3.29	North Ave to 29 Rd
50A	32.00	34.00	2.00	From beg to 27 Rd
70B	0.00	7.40	7.40	Begin to 28 Rd
70Z	0.00	1.27	1.27	All
340A	12.50	13.34	0.84	Monument to end

Highway markings shall be replaced cyclically at minimum every 5 years or more frequently as necessary to ensure that the marking has an acceptable level of daytime appearance and/or a minimum retroreflectivity of 100 mcd/m<sup>2</sup>/lux for white and 65 mcd/m<sup>2</sup>/lux for yellow.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random inspection of 5% of inventory shall be done jointly between CDOT and the Contractor to ensure compliance.

### Payment

The Contractor shall be compensated at an annual cost of \$35,691.60 on a five year replacement cycle for the above described services. Monthly cost \$2974.30. Total five-year contract cost \$178,458.00.

## EXHIBIT A SCOPE OF WORK

### Striping

All striping in the highway segments listed below shall be maintained as follows.

Highway		From	To	Length	Description
6B	North Ave	30.27	33.56	3.29	Beginning to 29 Road
50A	Hwy 50	32.00	32.70	0.70	Begin to Grand Mesa Ave
70B	1st Street	4.95	7.90	2.95	1st and Grand Ave to 28.5 Rd
70Z	Ute Ave	0.00	1.27	1.27	All
340A	Hwy 340	12.30	13.34	1.04	Redlands Canal E to end

Highway striping shall be repainted cyclically at minimum twice every year or more frequently as necessary to ensure that the marking has an acceptable level of daytime appearance and/or a minimum retroreflectivity of 100 mcd/m<sup>2</sup>/lux.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random inspection of 5% of inventory shall be done jointly between CDOT and the Contractor to ensure compliance.

### Payment

The Contractor shall be compensated at an annual cost of \$16,483.20. Monthly cost \$1373.60. Total five-year contract cost \$82,416.00.

## **EXHIBIT A SCOPE OF WORK**

### **Signals**

All traffic control signals listed below shall be maintained and operated as follows.

### **Locations**

#### **State Highway 340**

Hwy 340 @ Monument Rd.  
Hwy 340 @ West Ave.  
Hwy 340 @ Mulberry St.  
Grand Ave. @ 1st St.

#### **Business Loop 70**

I-70B @ 28 Rd.  
I-70B @ Main St.  
Main St. @ 1st St.  
Rood Ave. @ 1st St.  
Pitkin Ave. @ 4th St.  
Pitkin Ave. @ 5th St.  
Pitkin Ave. @ 6th St.  
Pitkin Ave. @ 7th St.  
Pitkin Ave. @ 9th St.  
Ute Ave. @ 12th St.  
Ute Ave. @ 9th St.  
Ute Ave. @ 7th St.  
Ute Ave. @ 6th St.  
Ute Ave. @ 5th St.  
Ute Ave. @ 4th St.  
I-70B @ Ouray Ave.  
I-70B @ Independent Ave.  
I-70B @ 25 Rd.  
I-70B @ 24 1/2 Rd.  
I-70B @ 24 3/4 Rd.  
I-70B @ Mesa Mall

#### **Highway 50**

Hwy 50 @ Unaweep Ave.  
Hwy. 50 @ 27 Rd.

#### **Highway 6**

North Ave. @ 1st St.  
North Ave. @ 5th St.  
North Ave. @ 7th St.  
North Ave. @ 10th St.  
North Ave. @ 12th St.  
North Ave. @ 23rd St.  
North Ave. @ 28 Rd.  
North Ave. @ 28 1/4 Rd.  
North Ave. @ 28 1/2 Rd.  
North Ave. @ Melody Ln.  
North Ave. @ 29 Rd.

## **EXHIBIT A SCOPE OF WORK**

29.5 Road

### **I-70 Off-Ramps**

I-70 @ Hwy. 6 WB Off-Ramp  
I-70 @ Horizon Dr. WB Off-  
Ramp  
I-70 @ Horizon Dr. EB Off-  
Ramp

### Periodic Preventative Maintenance Checks

The following items shall be checked on every signal under this contract at least semi-annually for proper operation (Conflict Monitor, Heads, Lenses, Detection, Structure, Hardware, Caisson, Controller, Communications, Lighting).

### Timing

Signal timing shall be kept updated with timing based upon current traffic volumes at least every 4 years. Timing shall meet CDOT's State Highway Access Code for progression, CRS 42-4-602, and CDOT and industry practices for performance.

### Emergency Maintenance and Repair

The Contractor shall be responsible for emergency response, emergency signal operation, and repair of damage. Contractor shall respond to traffic signal failures and malfunctions within the following timelines.

Signal power outage – immediate response and appropriate emergency operation, repair as soon as practicable.

Malfunctioning signal – immediate response and interim operation, repair as soon as practicable.

Protected phases and red head outage – immediate repair.

Pedestrian heads – repair within two days.

Permitted phase and non-red head outage – repair within three days.

### Signal Modifications

Changes needed to signals as a result of traffic volume growth, developing crash activity, or other safety or operational analysis or concerns shall be the responsibility of the Contractor. The Contractor shall contact CDOT prior to such changes.

Responsibility for any upgrades of the signals or its systems due to new technologies, significant traffic impacts, etc. shall be determined on a case-by-case basis.

### Payment

The Contractor shall be compensated \$153,886.80 annually for a total of 42 signals for the above described services. Monthly cost \$12,823.90. Total five-year contract cost \$769,434.00.



**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

**LOCAL AGENCY:**

**STATE OF COLORADO:  
BILL RITTER JR. GOVERNOR**

CITY OF GRAND JUNCTION  
Legal Name of Contracting Entity

By \_\_\_\_\_  
For the Executive Director  
Department of Transportation

2000027  
CDOT Vendor Number

\_\_\_\_\_  
Signature of Authorized Officer

**LEGAL REVIEW:  
JOHN W. SUTHERS  
ATTORNEY GENERAL**

\_\_\_\_\_  
Print Name & Title of Authorized Officer

By \_\_\_\_\_

**LOCAL AGENCY:  
(A Local Agency Attestation is required.)**

Attest (Seal) By \_\_\_\_\_  
(Corporate Secretary or Equivalent, or Town/City/County Clerk) (Place corporate seal here, if available)

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

**STATE CONTROLLER:  
LESLIE M. SHENEFELT**

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

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

Exhibit B

LOCAL AGENCY  
ORDINANCE  
or  
RESOLUTION

## EXHIBIT C

### Traffic Control Device Rate Schedule

Signs	Monthly Cost: \$5,076.15	X 12	<b>Annual Cost: \$ 60,913.80</b>
Markings	Monthly Cost: \$2,974.30	X 12	<b>Annual Cost: \$ 35,691.60</b>
Striping	Monthly Cost: \$1,373.60	X 12	<b>Annual Cost \$ 16,483.20</b>
Signals	Monthly Cost \$12,823.90	X 12	<b>Annual Cost \$153,886.80</b>
<b>Maximum monthly billing</b>			<b>\$ 22,247.95</b>
<b>Total Maximum Annual Cost</b>			<b>\$266,975.40</b>

**SAMPLE BILATERAL CHANGE ORDER LETTER**

Date: \_\_\_\_\_ State Fiscal Year: \_\_\_\_\_ Bilateral Change Order Letter No. \_\_\_\_\_

In accordance with Paragraph \_\_\_\_\_ of contract routing number \_\_\_\_\_, [ your agency code here ] \_\_\_\_\_, between the State of Colorado Department of or Higher Ed Institution [ your agency name here ] ( \_\_\_\_\_ division) and

[ Contractor's Name Here ]

covering the period of [ July 1, 20 \_\_\_\_\_ through June 30, 20 \_\_\_\_\_ ] the undersigned agree that the supplies/services affected by this change letter are modified as follows:

**Services/Supplies**

Exhibit \_\_\_\_\_, Schedule of Equipment for Maintenance or Schedule of Delivery, is amended by adding \_\_\_\_\_, serial numbers \_\_\_\_\_ and \_\_\_\_\_.

**Price/Cost**

The maximum amount payable by the State for \_\_\_\_\_ [service] [supply] \_\_\_\_\_ in Paragraph \_\_\_\_\_ is (increased/decreased) by (\$ amount of change) to a new total of (\$ \_\_\_\_\_) based on the unit pricing schedule in Exhibit \_\_\_\_\_. The first sentence in Paragraph \_\_\_\_\_ is hereby modified accordingly; The total contract value to include all previous amendments, change orders, etc. is [ \$ \_\_\_\_\_ ].

**OR**

The parties agree that the changes made herein are "no cost" changes and shall not be the basis for claims for adjustment to [price] [cost ceiling], delivery schedule, or other terms or conditions of the contract. The parties waive and release each other from any claims or demands for adjustment to the contract, including but not limited to price, cost, and schedule, whether based on costs of changed work or direct or indirect impacts on unchanged work. Controller approval of this "no cost" change is not required. \_\_\_\_\_ contractor initials. \_\_\_\_\_ Agency initials.

[ **Include this sentence:** This change to the contract is intended to be effective as of \_\_\_\_\_, or on approval by the State Controller, whichever is later. ]

Please sign, date, and return all copies of this letter on or before \_\_\_\_\_ 20\_\_\_\_.

**APPROVALS:**

**LOCAL AGENCY Name:**

**State of Colorado:  
Bill Ritter, Jr. Governor**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_

**For the Executive Director  
Colorado Department of Transportation**

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

**State Controller, Leslie M. Shenefelt**

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

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

**SAMPLE OPTION LETTER**

Date: \_\_\_\_\_ State Fiscal Year: \_\_\_\_\_ Option Letter No. \_\_\_\_\_

SUBJECT: [Amount of goods/Level of service change]

In accordance with Paragraph(s) \_\_\_\_\_ of contract routing number \_\_\_\_\_, [ your Agency code here ], between the State of Colorado Department of or Higher Ed Institution [ your agency name here \_\_\_\_\_ ], [ \_\_\_\_\_ division], and

[Add Contractor's name here]

covering the period of [ July 1, 20 \_\_\_\_ through June 30, 20 \_\_\_\_, ] the state hereby exercises the option for [an additional one year's performance period at the (cost ) (price) specified in Paragraph \_\_\_\_.] and/or [increase/decrease the amount of goods/services at the same rate(s) as specified in Paragraph/Schedule/Exhibit \_\_\_\_.]

The amount of funds available and encumbered in this contract is [ increased/decreased ] by [ \$ amount of change] to a new total funds available of [ \$ \_\_\_\_\_ ] to satisfy services/goods ordered under the contract for the current fiscal year [ FY 0 \_\_\_\_ ]. The first sentence in Paragraph \_\_\_\_ is hereby modified accordingly. The total contract value to include all previous amendments, option letters, etc. is [ \$ \_\_\_\_\_ ].

**APPROVALS:**

State of Colorado:  
Bill Ritter, Jr. Governor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
For the Executive Director  
Colorado Department of Transportation

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller, Leslie M. Shenefelt

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

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

(State \$HwyMtce)  
City of Grand Junction  
REGION 3(PW)

Rev 10/03  
08 HA3 00002  
SAP ID 331000103

### **CONTRACT**

**THIS CONTRACT** made this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and City of Grand Junction, PO BOX 1809, Grand Junction, Colorado, 81502-1809, CDOT Vendor #: 2000027, hereinafter referred to as the "Contractor" or the "Local Agency."

### **RECITALS**

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function 2040, GL Acct. 4541000020, Cost Center R3200-010, (Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services;
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost;
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance on the state highway system as hereinafter set forth; and

7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

**THE PARTIES NOW AGREE THAT:**

**Section 1. Scope of Work**

The Contractor shall perform all "maintenance services" for the certain State Highway System segments described herein, located within the Contractor's jurisdiction, for a total length of 82.03 miles ("the Highways") as detailed in the Scope of Work, attached as Exhibit A.

Such services and highways are further detailed in Section 5.

**Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 22 of this contract
2. This contract
3. Exhibit A (Scope of Work)
4. Exhibits C and D (Contract Modification Tools)
5. Other Exhibits in descending order of their attachment.

**Section 3. Term**

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. The term of this contract shall be for **a term of FIVE (5) years**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefore.

**Section 4. Project Funding and Payment Provisions**

A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of the resolution is attached hereto and incorporated herein as Exhibit B.

B. Subject to the terms of this Contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Contractor on a lump sum basis, payable in monthly installments, upon receipt of the Contractor's statements, as provided herein.

1. The lump sum payments shall be based solely on the per mile rate of \$1,233.00/mile, times the number of miles of the Highways; 82.03 - figured to the hundredth of a mile, per fiscal year of the Contract term. Provided, however, that the total of such payments during the term of the Contract shall not exceed the particular maximum amount determined by that formula of "rate X miles", unless the Contract is amended or extended accordingly.

The rate negotiated by the parties per mile for this Contract is **\$1,233.00 per mile**, and the number of miles of the Highways for which the Contractor will provide maintenance services is **82.03 miles**, for a **total maximum amount of \$101,143.00 per fiscal year**. The negotiated rate per mile shall remain fixed for the full term of the Contract, unless this rate per mile is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Contractor during the term of this Contract shall not exceed that maximum amount of \$101,143.00 ("rate X miles"), unless this Contract is amended or extended accordingly.

2. The statements submitted by the Contractor for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Contractor billing standards.
3. If the Contractor fails to satisfactorily perform the maintenance for a segment of the Highways (or portion thereof), or if the statement submitted by the Contractor does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

### **Section 5. State and Local Agency Commitments**

A. The Contractor shall perform the "highway maintenance services" for the certain State Highway System segments described herein. Such services and highways are detailed in Exhibit A.

B. As used herein the term "maintenance services" shall mean only those maintenance services normally performed by the State to comply with its responsibility under 43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Maintenance Management Information Manual", as amended, which is incorporated herein by this reference. The Contractor shall obtain a copy of that Manual from the State before it performs any maintenance services under this Contract. ("Maintenance services" do not include



reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Contractor shall give the State immediate notice of the existence of any such conditions on the Highways.)

1. Maintenance services to be performed by the Contractor, at State expense, for the Highways under this Contract shall include (without limitation) the following services:
  - a. Removal of snow, sanding and salting.
  - b. Patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders, and damage caused by ordinary washouts.
  - c. Warning the State's representative of any "dangerous condition" as that term is defined in 24-10-103(1) C.R.S., as amended), and/or repairing that condition.
2. Contractor shall also continue to perform, at its own expense, all activities/duties on the Highways that Contractor is required to perform by 43-2-135 (1) (a) and (e), C.R.S., as amended, including, but not limited to: cutting weeds and grasses within the State's right of way; fence maintenance; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures, excluding storm sewers.

C. The Contractor shall perform all maintenance services on an annual basis. The Contractor's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Contractor concerning the maintenance services shall be in writing. The Contractor shall contact the State Region office and obtain those standards before the Contractor performs such services.

D. The Contractor shall perform the maintenance services in a satisfactory manner and in accordance with the terms of this Contract. The State reserves the right to determine the proper quantity and quality of the maintenance services performed by the Contractor, as well as the adequacy of such services, under this Contract. The State may withhold payment, if necessary, until Contractor performs the maintenance services to the State's satisfaction. The State will notify the Contractor in writing of any deficiency in the maintenance services. The Contractor shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Contractor, for any reason, does not or cannot correct the deficiency within 48 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Contractor, or to bill the Contractor for such work.

## **Section 6. Record Keeping**

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

## **Section 7. Termination Provisions**

This contract may be terminated as follows:

A. This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Contractor only for that portion of the highway maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Contractor shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

### **Section 8. Legal Authority**

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

### **Section 9. Representatives and Notice**

The State will provide liaison with the Local Agency through the State's Region Director, Region 3, 606 9<sup>th</sup> Street, Grand Junction, Colorado 81501. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 3 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:

Del French  
CDOT Region 3

If to the Local Agency:

Doug Cline  
City of Grand Junction

Maintenance Superintendent  
606 S. 9th Street  
Grand Junction, CO 81501  
(970)248-7363

Maintenance Superintendent  
250 N. 5<sup>th</sup> Street  
Grand Junction, Colorado 81501  
(970)244-1501

### **Section 10. Successors**

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

### **Section 11. Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### **Section 12. Governmental Immunity**

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended, that extend to either party. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

### **Section 13. Severability**

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

### **Section 14. Waiver**

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision,

or requirement, or of any other term, provision or requirement.

### **Section 15. Entire Understanding**

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

### **Section 16. Survival of Contract Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

### **Section 17. Modification and Amendment**

A. This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

B. Either party may suggest renegotiation of the terms of this Contract, provided that the Contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this Contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified only if the party requesting the rate change documents, in accord with then applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), that the requested increase/decrease is based on and results from (and is proportionate to) an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or his delegee.

### **Section 18. Change Orders and Option Letters**

A. Bilateral changes within the general scope of the Contract, as defined in Section 1A above, may be executed using the change order letter process described in this paragraph

and a form substantially equivalent to the sample change order letter attached as Exhibit C, for any of the following reasons.

1. Where the agreed changes to the specifications result in an adjustment to the price, delivery schedule, or time of performance.
2. Where the agreed changes result in no adjustment to the price, delivery schedule, or time of performance. The change order shall contain a mutual release of claims for adjustment of price, schedules, or time of performance.
3. Where the changes to the contract are priced based on the unit prices to be paid for the goods and/or services established in the contract.
4. Where the changes to the contract are priced based on established catalog generally extended to the public.

Other bilateral modifications not within the terms of this paragraph must be executed by formal amendment to the contract, approved in accordance with state law.

B. The State may increase the quantity of goods/services described in Exhibit A at the unit prices established in the contract. The State may exercise the option by written notice to the contractor within 30 days before the option begins in a form substantially equivalent to Exhibit D. Delivery/performance of the goods/service shall continue at the same rate and under the same terms as established in the contract

C. The State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices established in the contract and the schedule of services required, as set by the state. The State may exercise the option by providing a fully executed option to the contractor, in a form substantially equivalent to Exhibit D, immediately upon signature of the State Controller or his delegate. Performance of the service shall continue at the same rate and under the same terms as established in the contract.

### **Section 19. Disputes**

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision

of any administrative official, representative, or board on a question of law.

#### **Section 20. Does not supersede other agreements**

This Contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Contractor for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Contractor. Also, the Contractor shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Contractor is required by applicable law to perform.

#### **Section 21. Subcontractors**

The Contractor may subcontract for any part of the performance required under this Contract, subject to the Contractor first obtaining approval from the State for any particular subcontractor. The State understands that the Contractor may intend to perform some or all of the services required under this Contract through a subcontractor. The Contractor agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State [which shall not be unreasonably withheld]. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

## Section 22.

# SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

2. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. **INDEMNIFICATION.** To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

**[Applicable Only to Intergovernmental Contracts]** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. **[Not Applicable to Intergovernmental Contracts] VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. **EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.

10. **[Not Applicable to Intergovernmental Contracts]. ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.** Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised October 25, 2006

Effective Date of Special Provisions: August 7, 2006



**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

CONTRACTOR:

STATE OF COLORADO:  
BILL RITTER, JR., GOVERNOR

City of Grand Junction  
\_\_\_\_\_  
Legal Name of Contracting Entity

By \_\_\_\_\_  
Executive Director  
Department of Transportation

2000027  
\_\_\_\_\_  
CDOT Vendor Number

\_\_\_\_\_  
Signature of Authorized Officer

LEGAL REVIEW:  
  
JOHN W. SUTHERS  
ATTORNEY GENERAL

\_\_\_\_\_  
Print Name & Title of Authorized Officer

By \_\_\_\_\_

CORPORATIONS:  
(A corporate attestation is required.)

Attest (Seal) By \_\_\_\_\_  
(Corporate Secretary or Equivalent, or Town/City/County Clerk) (Place corporate seal here, if available)

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:  
LESLIE M. SHENEFELT

By \_\_\_\_\_

Date \_\_\_\_\_

## SCOPE OF WORK

The City of Grand Junction shall perform all “maintenance services” for the certain State Highway System segments listed below, located within the City’s jurisdiction, for a total length of 82.03 miles (“The Highways”), as follows:

### The Highways

- I 70B – 21.5 Road on Highway 6A East to 29 Road on I 70B (includes all frontage roads within this section) = 41.33 miles.
- 6B (North Ave in its entirety from I-70B to I-70B)\* – (includes all frontage roads within this section) = 15.1 miles.
- 340A – From a point 200 feet west of Ridges Blvd, east to the intersection of 1<sup>st</sup> and Grand Ave. = 3.4 miles.
- 50A – From the intersection of 5<sup>th</sup> Street and Ute Ave to 27<sup>.75</sup> Road (includes all frontages within this section) = 16.2 miles.
- 24 Road overpass over I 70 = 0.5 miles.
- 25 Road overpass over I 70 = 0.5 miles.
- North I 70 Frontage Road from 25 Road to 26 Road = 1.5 miles.
- 26 Road overpass over I 70 (1<sup>st</sup> Street) = 0.5 miles.
- 26.5 Road overpass over I 70 (7<sup>th</sup> Street) = 0.5 miles.
- North I 70 Frontage @ 26.5 Road = 0.5 miles.
- 27 Road overpass over I 70 (12<sup>th</sup> Street) = 0.5 miles.
- Horizon Drive underpass at I 70 = 0.5 miles.
- 29 Road overpass and 29 Road north I 70 Frontage Road to cattle guard = 1 mile.

### Contract Amounts

- Total length = 82.03
- Rate negotiated = \$1,233 per mile.
- Contract amount = \$101,143 per year.
- Contract term = 5 years. \*

### Maintenance services to performed by the City at State expense

- Removal of snow and plowing, application of deicing products.
- Minor Pot Hole Patching, making safe, repairing, spot reconditioning, spot stabilization, including shoulders, and damage caused by ordinary washouts.
- Warning the State’s representative of any “dangerous condition” (as that term is defined in 24-10-103(1) C.R.S., as amended), and/or repairing that condition.

### \* Riverside Parkway IGA

- As part of the Riverside Parkway IGA (CMS ID 05-196), CDOT and the City of Grand Junction agreed on a jurisdictional swap. Once the City completes the construction of the interchange at US 50 and the Riverside Parkway and the construction is accepted, the Interchange (3 new structures – US 50 overpass and two railroad overpass structures) will be conveyed by the City to CDOT. The Interchange will become part of the State Highway system. CDOT will act to take Highway 6B (North Avenue in its entirety), off the State Highway System, while the City will simultaneously take the necessary legal steps to incorporate Highway 6B (North Avenue in its entirety) into the City’s street system. Once CDOT and the City complete that process, Highway 6B (North Avenue in its entirety) will become a City street.
- Upon Highway 6B (North Avenue in its entirety) becoming a City street, CDOT and the City of Grand Junction will re-negotiate this maintenance agreement to exclude the 15.1 mile 6B (North Ave) segment listed above under “The Highways”.

**Exhibit B**

LOCAL AGENCY  
ORDINANCE  
or  
RESOLUTION

**SAMPLE BILATERAL CHANGE ORDER LETTER**

Date: \_\_\_\_\_ State Fiscal Year: \_\_\_\_\_ Bilateral Change Order Letter No. \_\_\_\_\_

In accordance with Paragraph \_\_\_\_\_ of contract routing number \_\_\_\_\_, [ your agency code here ] \_\_\_\_\_, between the State of Colorado Department of or Higher Ed Institution [ your agency name here \_\_\_\_\_ ] ( \_\_\_\_\_ division) and [ Contractor's Name Here ]

covering the period of [ July 1, 20 \_\_\_\_\_ through June 30, 20 \_\_\_\_\_ ] the undersigned agree that the supplies/services affected by this change letter are modified as follows:

**Services/Supplies**

Exhibit \_\_\_\_\_, Schedule of Equipment for Maintenance or Schedule of Delivery, is amended by adding \_\_\_\_\_, serial numbers \_\_\_\_\_ and \_\_\_\_\_.

**Price/Cost**

The maximum amount payable by the State for \_\_\_\_\_ [service] [supply] \_\_\_\_\_ in Paragraph \_\_\_\_\_ is (increased/decreased) by (\$ amount of change) to a new total of (\$ \_\_\_\_\_) based on the unit pricing schedule in Exhibit \_\_\_\_\_. The first sentence in Paragraph \_\_\_\_\_ is hereby modified accordingly; The total contract value to include all previous amendments, change orders, etc. is [ \$ \_\_\_\_\_ ].

**OR**

The parties agree that the changes made herein are "no cost" changes and shall not be the basis for claims for adjustment to [price] [cost ceiling], delivery schedule, or other terms or conditions of the contract. The parties waive and release each other from any claims or demands for adjustment to the contract, including but not limited to price, cost, and schedule, whether based on costs of changed work or direct or indirect impacts on unchanged work. Controller approval of this "no cost" change is not required. \_\_\_\_\_ contractor initials. \_\_\_\_\_ Agency initials.

[ Include this sentence: This change to the contract is intended to be effective as of \_\_\_\_\_, or on approval by the State Controller, whichever is later. ]

Please sign, date, and return all copies of this letter on or before \_\_\_\_\_ 20\_\_\_\_\_.

**APPROVALS:**

**Contractor Name:**

**State of Colorado:**

Bill Ritter, Jr., Governor

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

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

Name \_\_\_\_\_

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

Title \_\_\_\_\_

For the Executive Director  
Colorado Department of Transportation

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

**State Controller, Leslie M. Shenefelt**

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

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

**SAMPLE OPTION LETTER**

Date: \_\_\_\_\_ State Fiscal Year: \_\_\_\_\_ Option Letter No. \_\_\_\_\_

SUBJECT: **[Amount of goods/Level of service change]**

In accordance with Paragraph(s) \_\_\_\_\_ of contract routing number \_\_\_\_\_, [ your Agency code here ], between the State of Colorado Department of or Higher Ed Institution [ your agency name here \_\_\_\_\_ ], [ \_\_\_\_\_ division], and

**[Add Contractor's name here]**

covering the period of [ July 1, 20\_\_\_\_ through June 30, 20\_\_\_\_, ] the state hereby exercises the option for [an additional one year's performance period at the (cost) (price) specified in Paragraph \_\_\_\_\_.] and/or [increase/decrease the amount of goods/services at the same rate(s) as specified in Paragraph/Schedule/Exhibit \_\_\_\_\_.]

The amount of funds available and encumbered in this contract is [ increased/decreased ] by [ \$ amount of change] to a new total funds available of [ \$\_\_\_\_\_ ] to satisfy services/goods ordered under the contract for the current fiscal year [ FY 0\_\_\_\_ ]. The first sentence in Paragraph \_\_\_\_\_ is hereby modified accordingly. The total contract value to include all previous amendments, option letters, etc. is [ \$ \_\_\_\_\_ ].

**APPROVALS:**

**State of Colorado:**  
Bill Ritter, Jr., Governor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[ Executive Director/College President ]  
Colorado Department of \_\_\_\_\_ or Higher Ed Institution  
\_\_\_\_\_

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

**State Controller**  
**Leslie M. Shenefelt**

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

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

**RESOLUTION NO. XX-08**

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) TO PERFORM TRAFFIC MAINTENANCE SERVICES ON STATE HIGHWAYS**

RECITALS:

The State has certain legal obligations to maintain State highways in and through the City. To maximize its efficiency and effectiveness, the State has proposed a contract whereby the City will provide operation and maintenance of traffic control devices on State Highways within the City limits as described in the contract scope of services. The State will pay a reasonable, negotiated fixed rate totaling \$266,975.40 annually.

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

- a. The City Council hereby authorizes the City Manager to sign the Traffic Control Devices Maintenance Contract with the Colorado Department of Transportation.
- b. The City Council hereby authorizes the expenditure of funds and the commitment of resources, as necessary, to meet the terms and obligations of the agreement.
- c. This resolution shall be in full forces and effect from the date on which it is signed.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2008

CITY OF GRAND JUNCTION, COLORADO

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

ATTEST:

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



**RESOLUTION NO. XX-08**

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) TO PERFORM HIGHWAY MAINTENANCE SERVICES ON STATE HIGHWAYS**

RECITALS:

The State has certain legal obligations to maintain State highways in and through the City. To maximize its efficiency and effectiveness, the State has proposed a contract whereby the City will provide maintenance services on 82.03 miles State Highways within the City limits as described in the contract scope of services. The State will pay a reasonable, negotiated fixed rate of \$1233.00 per mile for the services.

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

- a. The City Council hereby authorizes the City Manager to sign the Highway Maintenance Contract with the Colorado Department of Transportation.
- b. The City Council hereby authorizes the expenditure of funds and the commitment of resources, as necessary, to meet the terms and obligations of the agreement.
- c. This resolution shall be in full forces and effect from the date on which it is signed.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2008

CITY OF GRAND JUNCTION, COLORADO

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

ATTEST:

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



**Attach 8  
Hoffman Subdivision Rezone**

**CITY OF GRAND JUNCTION**

<i>CITY COUNCIL AGENDA</i>			
<b>Subject</b>	John H. Hoffman Subdivision Rezone – Located at 3043 D Road		
<b>File #</b>	PP-2007-267		
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>	<input checked="" type="checkbox"/>	<b>Individual</b>
<b>Date Prepared</b>	January 25, 2008		
<b>Author Name &amp; Title</b>	Adam Olsen, Senior Planner		
<b>Presenter Name &amp; Title</b>	Adam Olsen, Senior Planner		

**Summary:** A request to rezone 8.02 acres, located at 3043 D Road, from R-5 (Residential 5 du/ac) to R-8 (Residential 8 du/ac).

**Budget:** N/A

**Action Requested/Recommendation:** Introduce the proposed Ordinance and set a hearing for February 20, 2008.

**Attachments:**

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

**Background Information:** See attached report.

BACKGROUND INFORMATION					
Location:		3043 D Road			
Applicants:		Habitat For Humanity-Owner LANDesign Consulting-Representative			
Existing Land Use:		Vacant			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Residential			
	South	State Park Land			
	East	State Park Land			
	West	Residential/Vacant			
Existing Zoning:		R-5 (Residential 5 du/ac)			
Proposed Zoning:		R-8 (Residential 8 du/ac)			
Surrounding Zoning:	North	PUD (County), R-5 (Residential 5 du/ac)			
	South	PUD (County)			
	East	PUD (County)			
	West	RSF-R (County), R-5 (Residential 5 du/ac)			
Growth Plan Designation:		RM (Residential Medium 4-8 du/ac)			
Zoning within density range?		x	Yes		No

**Staff Analysis:**

1. Background

This area consists of 8.02 acres and was platted as Lot 2, Arna Hoffman Subdivision. The property was annexed in 2006 under the Hoffman Annexation and zoned R-5 (Residential 5 du/ac). Habitat for Humanity, property owner, has proposed a subdivision consisting of both single-family detached and two-family dwelling units. Two family dwelling units are defined as “a single family dwelling attached to only one other single family dwelling unit by a common wall, with each dwelling located on separate lots.” The applicant has submitted a preliminary subdivision plan which conforms to the R-8 zone district standards. That proposal is running concurrent with

this rezone request. However, before the preliminary subdivision plan may proceed further, the rezone request must be acted upon.

2. Consistency with the Growth Plan

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

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

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

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

Response: The existing zoning was not in error at the time of adoption. The property owners requested the R-5 zone district upon annexation, which is also compatible with the Future Land Use designation for this area.

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: Properties that have been recently annexed and zoned R-8 in the City are present to the north and northeast. Existing County subdivisions in the vicinity have been built to densities that reflect the R-8 zone district.

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 R-8 zone district is compatible with the neighborhood and will not create adverse impacts. The Future Land Use Map designates this area as RM (Residential Medium 4-8 du/ac). Lot 1 of the Arna Hoffman Subdivision is zoned R-5 (Residential 5 du/ac), however, it is conceivable that at the time of future development of the parcel, the R-8 zone may be requested as it would be a logical extension of the proposed Hoffman Subdivision, currently under review.

Subdivisions in the vicinity are built at densities that are comparable to the R-8 zone district. Wedgewood Park Subdivision, located to the north, has a density of 7.5 du/ac. Parkwood Estates, located to the northeast has a density of 6.5 du/ac. The City Council's Strategic Plan emphasizes the importance of affordable housing in the City. One of the objectives is to identify, develop and promote relationships with public agencies, not-for-profits and the private sector in providing affordable housing.

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

Growth Plan:

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

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

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

Pear Park Plan:

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

The Pear Park Plan designates this area “Residential Medium”, with densities ranging from four to eight units per acre. The R-8 zone district falls within the “Residential Medium” density range.

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

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

Response: This is located within an area of Pear Park that is rapidly developing. Existing County subdivisions are built at densities comparable to that of the R-8 zone district. State Park lands are located to the east and south of this site, which ensures adequate open space for the future. Any land comparably zoned in the City, in this area, is developing or has been developed.

6. The community will benefit from the proposed zone.

Response: The community will benefit from the proposed zone as it will allow density to be added to an area of the City which is under intense development

pressure. The R-8 zone district will allow densities comparable to that of the existing subdivisions in the vicinity.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the requested rezone, PP-2007-267, to the City Council with the following findings of fact and conclusions:

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



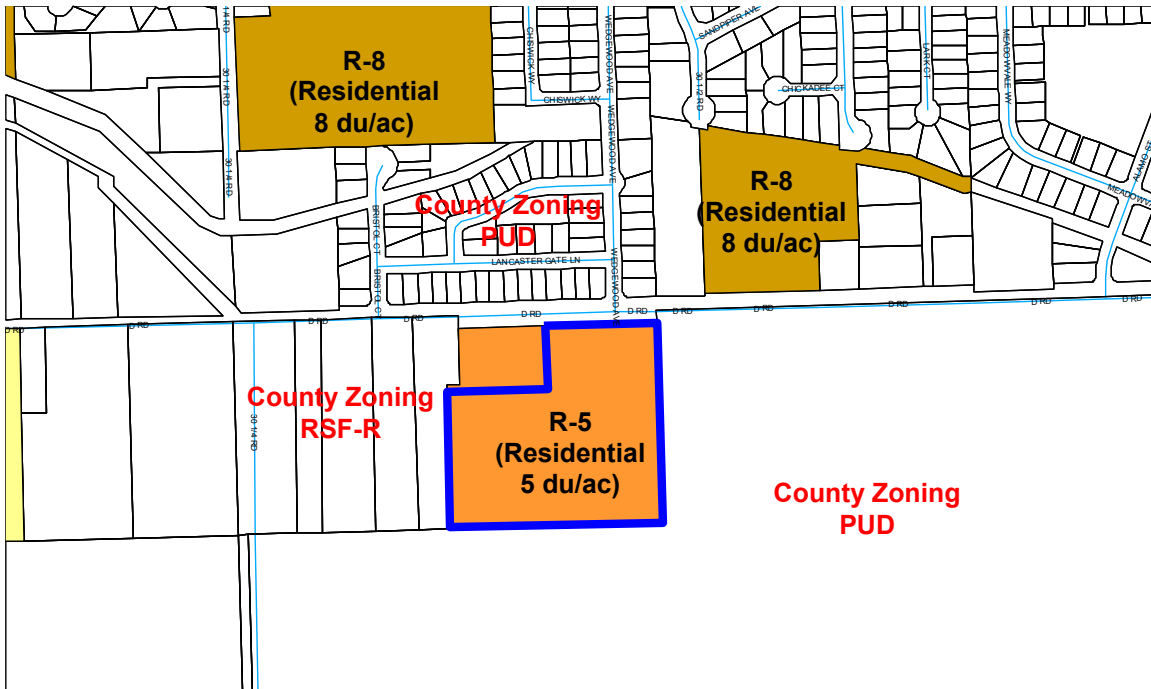
# Future Land Use Map

Figure 3



# Existing City and County Zoning

Figure 4



**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE REZONING THE PROPERTY KNOWN AS THE  
JOHN H. HOFFMAN SUBDIVISION REZONE TO  
R-8, RESIDENTIAL 8 UNITS PER ACRE**

**LOCATED AT 3043 D ROAD**

Recitals.

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

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

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

The following property be zoned R-8, Residential 8 Units/Acre

Lot 2, Arna Hoffman Subdivision.

**INTRODUCED** on first reading this \_\_\_\_\_ of \_\_\_\_\_, 2008 and ordered published.

**PASSED AND ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

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

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



**Attach 9  
Apple Glen Annexation**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Apple Glen Annexation - Located at 2366 H Road		
<b>File #</b>	ANX-2007-306		
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	January 14, 2008		
<b>Author Name &amp; Title</b>	Justin T. Kopfman – Associate Planner		
<b>Presenter Name &amp; Title</b>	Justin T. Kopfman – Associate Planner		

**Summary:** Request to annex 16.24 acres, located at 2366 H Road. The Apple Glen Annexation consists of 1 parcel.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt a Resolution referring the petition for the Apple Acres Annexation and introduce the proposed Ordinance and set a hearing for March 17th, 2008.

**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. Growth Boundary Map
5. Resolution Referring Petition
6. Annexation Ordinance

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

<b>STAFF REPORT / BACKGROUND INFORMATION</b>					
<b>Location:</b>		<b>2366 H Road</b>			
<b>Applicants: &lt; Prop owner, developer, representative&gt;</b>		Owner: Steven Hejl Representative: Tom Rolland			
<b>Existing Land Use:</b>		<b>Vacant/Residential</b>			
<b>Proposed Land Use:</b>		<b>Residential</b>			
Surrounding Land Use:	<b>North</b>	<b>Residential</b>			
	<b>South</b>	Residential			
	<b>East</b>	Residential			
	<b>West</b>	School/Vacant			
<b>Existing Zoning:</b>		County RSF-R (Residential Single Family Rural)			
<b>Proposed Zoning:</b>		City R-4 (Residential 4 - du/ac)			
Surrounding Zoning:	<b>North</b>	<b>County AFT</b>			
	<b>South</b>	County RSF-R			
	<b>East</b>	County RSF-R/AFT			
	<b>West</b>	<b>County RSF-R/AFT</b>			
<b>Growth Plan Designation:</b>		Estate			
<b>Zoning within density range?</b>			<b>Yes</b>	<b>X</b>	<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 16.24 acres of land and is comprised of 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 Apple Glen Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

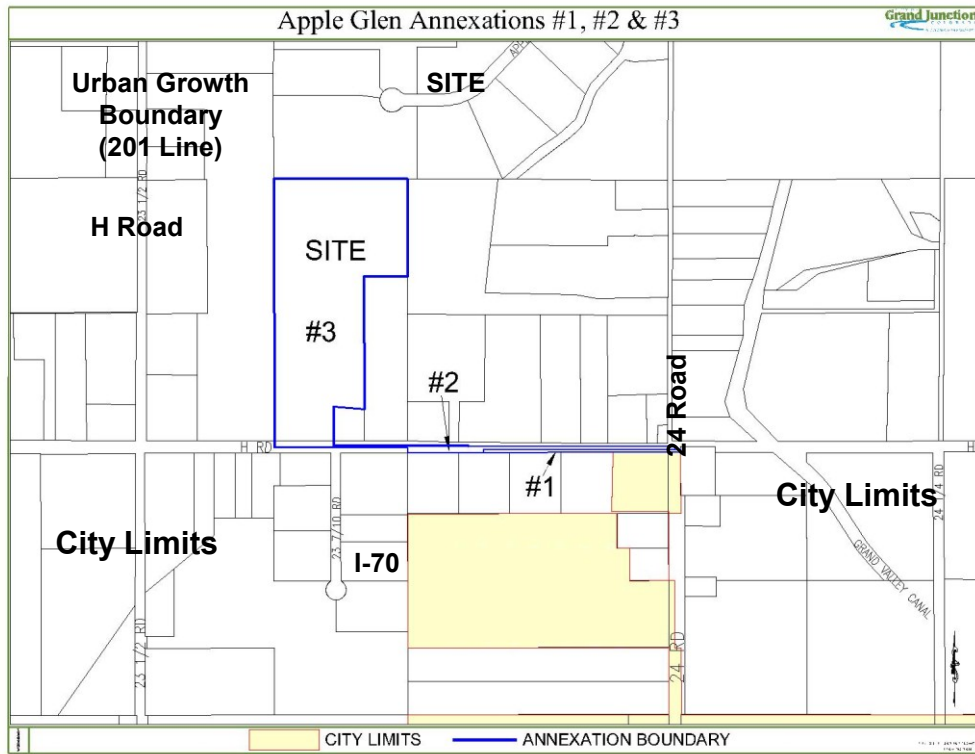
<i>ANNEXATION SCHEDULE</i>	
<b>February 4, 2008</b>	Referral of Petition (30 Day Notice), Introduction of a proposed Ordinance, Exercising Land Use
<b>February 26, 2008</b>	Planning Commission considers Growth Plan Amendment (GPA)
<b>March 17, 2008</b>	Acceptance of Petition and Public Hearing on Annexation by City Council
<b>March 17, 2008</b>	City Council considers Growth Plan Amendment (GPA)
<b>April 4, 2008</b>	Effective date of Annexation
<b>April 8, 2008</b>	Planning Commission considers Zone of Annexation
<b>May 5, 2008</b>	Introduction of a proposed Ordinance on Zoning by City Council
<b>May 19, 2008</b>	Public Hearing on Zoning By City Council
<b>June 20, 2008</b>	Effective Date of Zoning

**APPLE GLEN ANNEXATION SUMMARY**

<b>File Number:</b>		ANX-2007-306
<b>Location:</b>		2366 H Road
<b>Tax ID Number:</b>		2701-294-00-089
<b>Parcels:</b>		1
<b>Estimated Population:</b>		1
<b># of Parcels (owner occupied):</b>		1
<b># of Dwelling Units:</b>		1
<b>Acres land annexed:</b>		16.24 Acres (708,876 square feet)
<b>Developable Acres Remaining:</b>		15.24 Acres (663,845 square feet)
<b>Right-of-way in Annexation:</b>		1 Acres (43,560 square feet)
<b>Previous County Zoning:</b>		RSF-R (Residential Single Family Rural)
<b>Proposed City Zoning:</b>		To Be Determined
<b>Current Land Use:</b>		Vacant/Residential
<b>Future Land Use:</b>		Estate
<b>Values:</b>	<b>Assessed:</b>	\$392,070
	<b>Actual:</b>	\$34,560
<b>Address Ranges:</b>		2366-2370 H Road
<b>Special Districts:</b>	<b>Water:</b>	Ute Water
	<b>Sewer:</b>	Persigo
	<b>Fire:</b>	Grand Junction Rural
	<b>Irrigation/ Drainage:</b>	Grand Valley Irrigation Grand Junction Drainage
	<b>School:</b>	District 51
	<b>Pest:</b>	

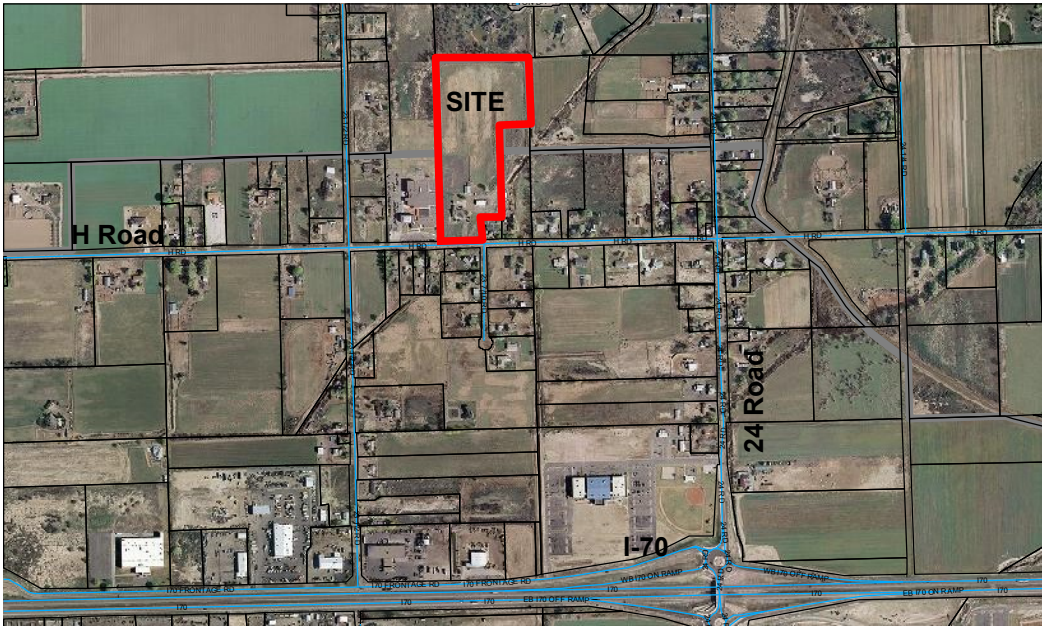
# Site Location Map

Figure 1



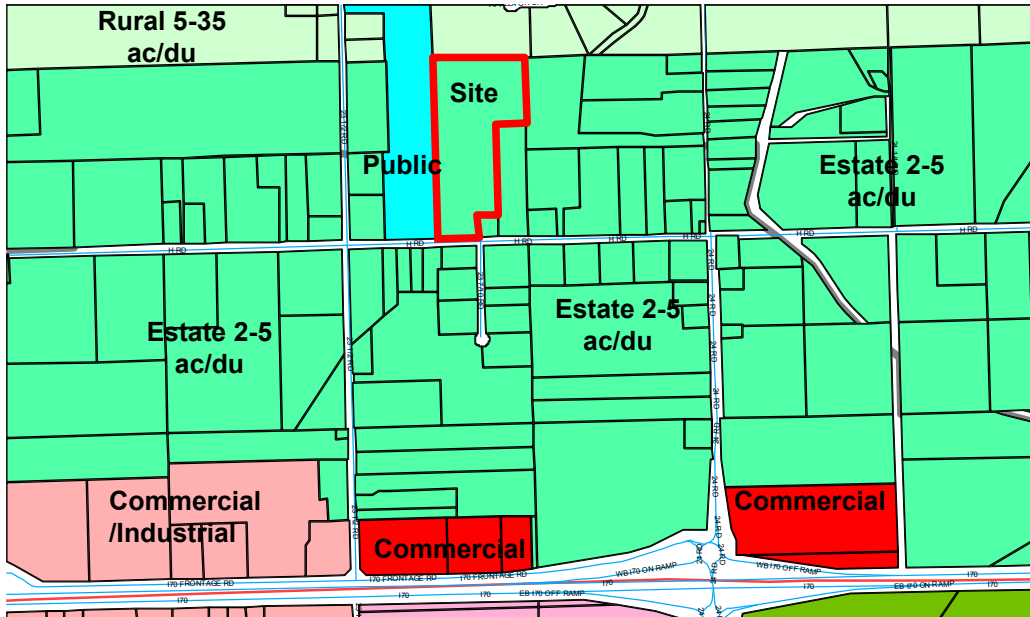
# Aerial Photo Map

Figure 2



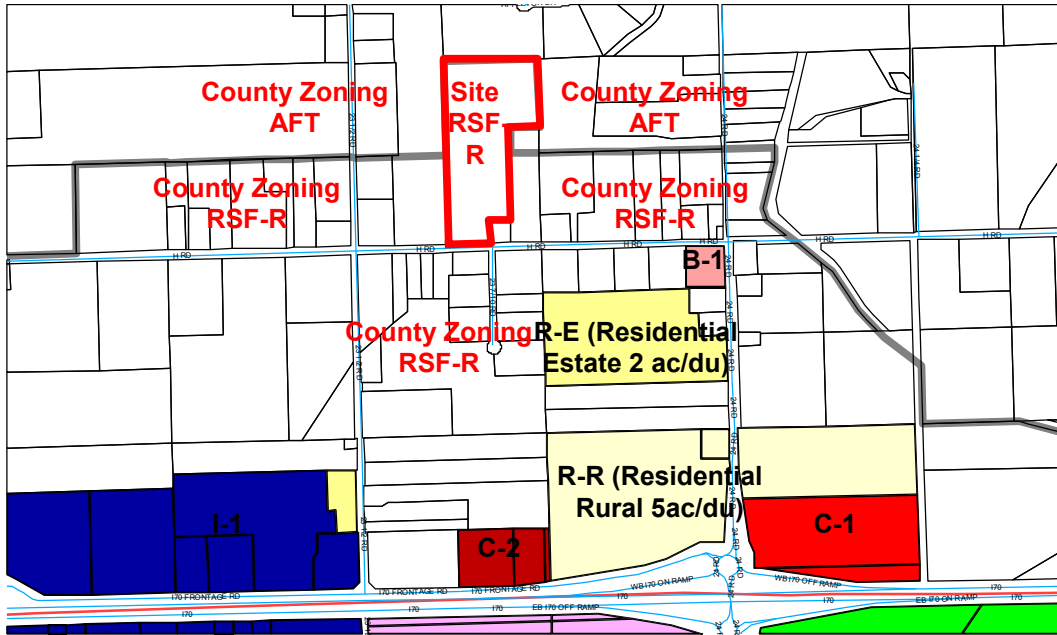
## Future Land Use Map

Figure 3



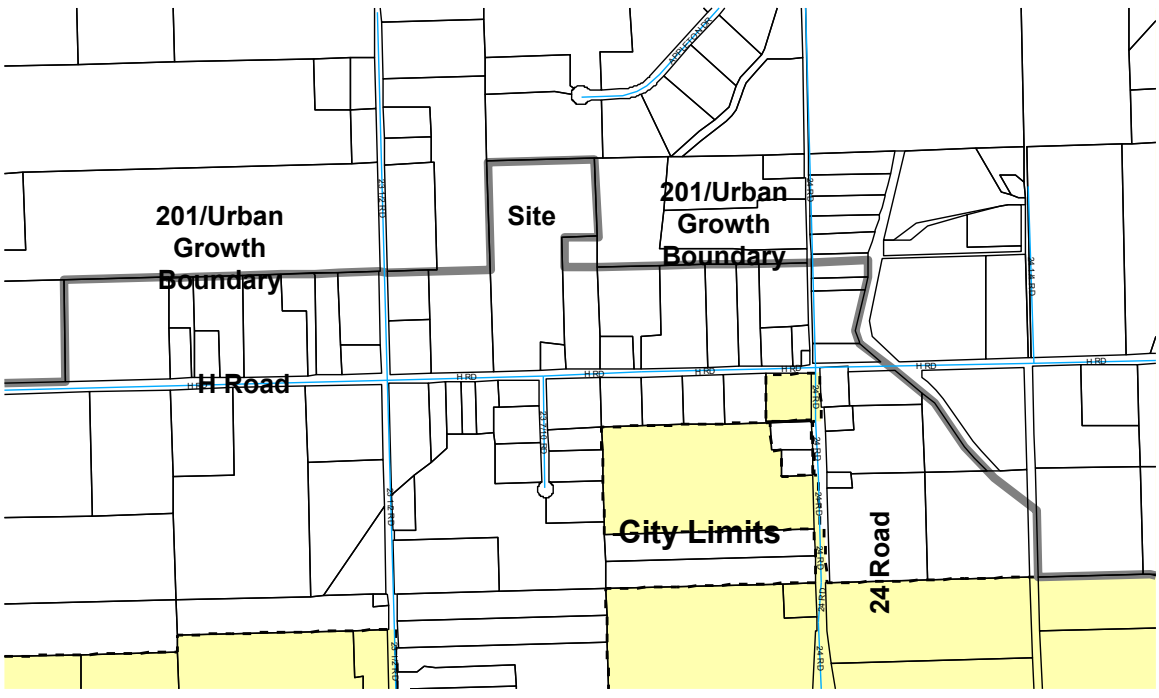
## Existing City and County Zoning Map

Figure 4



# 201/Urban Growth Boundary Map

Figure 5





**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 4<sup>th</sup> of February, 2008, 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,**

**APPLE GEN ANNEXATION**

WHEREAS, on the 4th day of February, 2008, 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:

**APPLE GLEN ANNEXATION NO. 1**

A certain parcel of land lying in the Northeast Quarter Northeast Quarter (NE 1/4 NE 1/4) of Section 32 and the Northwest Quarter (NW 1/4) of Section 33, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 32 and assuming the North line of the NE 1/4 NE 1/4 of said Section 32 bears S 89°58'27" E with all other bearings shown hereon being relative thereto; thence from said Point of Commencement, S 00°02'59" W along the East line of the NE 1/4 NE 1/4 of said Section 32 a distance of 15.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°48'31" W along a line 15.00 feet South of and parallel with the North line of the NW 1/4 of said Section 33, a distance of 30.04 feet; thence S 00°11'29" W a distance of 15.00 feet; thence N 89°48'31" W along a line 30.00 feet South of and parallel with the North line of the NW 1/4 of said Section 33 a distance of 30.00 feet to a point on the East line of the NE 1/4 NE 1/4 of said Section 32; thence N 89°58'27" W along the North right of way for H Road, being a line 30.00 feet South of and parallel with the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 945.00 feet; thence N 00°01'33" E a distance of 15.00 feet; thence S 89°58'27" E along a line 15.00 feet South of and parallel with the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 945.01 feet, more or less, to the Point of Beginning.

CONTAINING 0.34 Acres or 14,625 Sq. Ft., more or less, as described.

And

### **APPLE GLEN ANNEXATION NO. 2**

A certain parcel of land lying in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) and the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 32, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 32 and assuming the North line of the NE 1/4 NE 1/4 of said Section 32 bears S 89°58'27" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°02'59" W along the East line of the NE 1/4 NE 1/4 of said Section 32, a distance of 15.00 feet; thence N 89°58'27" W along a line 15.00 feet South of and parallel with the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 945.01 feet; thence S 00°01'33" W a distance of 15.00 feet; thence N 89°58'27" W along the South right of way for H Road, being a line 30.00 feet South of and parallel with the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 372.77 feet to a point on the West line of the NE 1/4 NE 1/4 of said Section 32; thence N 00°03'26" E along the West line of the NE 1/4 NE 1/4 of said Section 32, a distance of 25.00 feet; thence N 89°57'52" W along a line 5.00 feet South of and parallel with the North line of the NW 1/4 NE 1/4 of said Section 32, a distance of 658.88 feet; thence N 00°01'45" E a distance of 5.00 feet to a point on the North line of the NW 1/4 NE 1/4 of said Section 32; thence S 89°57'52" E along the North line of the NW 1/4 NE 1/4 of said Section 32, a distance of 658.88 feet to a point on the East line of the NW 1/4 NE 1/4 of said Section 32; thence S 89°58'27" E along the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 1317.77 feet, more or less, to the Point of Beginning.

CONTAINS 0.66 Acres or 28,652 Sq. Ft., more or less, as described.

And

### **APPLE GLEN ANNEXATION NO. 3**

A certain parcel of land lying in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 29, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of the SE 1/4 SE 1/4 of said Section 29 and assuming the South line of the SE 1/4 SE 1/4 of said Section 29 bears S 89°58'27" E

with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°57'52" W along the South line of the SW 1/4 SE 1/4 of said Section 29, a distance of 658.88 feet;

Thence N 00°01'45" E along the West line of that certain parcel of land described in Book 3871, Page 964, Public Records of Mesa County, Colorado, a distance of 1319.59 feet to a point on the North line of the SW 1/4 SE 1/4 of said Section 29; thence S 89°57'17" E along the North line of the SW 1/4 SE 1/4 of said Section 29, a distance of 659.48 feet to a point being the Northeast corner of the SW 1/4 SE 1/4 of said Section 29; thence S 00°03'19" W along the East line of the SW 1/4 SE 1/4 of said Section 29, a distance of 479.42 feet; thence N 89°57'43" W a distance of 214.97 feet to a point on the East line of that certain parcel of land described in Book 3871, Page 964, Public Records of Mesa County, Colorado; thence S 00°03'19" W along said East line, a distance of 655.12 feet; thence N 84°22'02" W a distance of 150.71 feet; thence S 00°03'19" W a distance of 194.65 feet; thence S 89°57'52" E along a line 5.00 feet North of and parallel with the South line of the SW 1/4 SE 1/4 of said Section 29, a distance of 364.97 feet to a point on the East line of the SW 1/4 SE 1/4 of said Section 29; thence S 89°58'27" E along a line 5.00 feet North of and parallel with the South line of the SE 1/4 SE 1/4 of said Section 29, a distance of 300.00 feet; thence S 00°01'233" W a distance of 5.00 feet; thence N 89°58'27" W along the South line of the SE 1/4 SE 1/4 of said Section 29, a distance of 300.00 feet, more or less, to the Point of Beginning.

CONTAINING 15.24 Acres or 663,702 Sq. Ft., 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 17<sup>th</sup> of March, 2008, 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 \_\_\_\_\_, 2008.

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.

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City Clerk

<i><b>DATES PUBLISHED</b></i>
<b>February 6, 2008</b>
<b>February 13, 2008</b>
<b>February 20, 2008</b>
<b>February 27, 2008</b>

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**CITY OF GRAND JUNCTION, COLORADO**

**APPLE GLEN ANNEXATION NO. 1**

**APPROXIMATELY .34 ACRES**

**LOCATED AT 2366 H ROAD AND A PORTION OF  
THE H ROAD RIGHT OF WAY**

**WHEREAS**, on the 4th day of February, 2008, 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 to be determined date; 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:

**APPLE GLEN ANNEXATION NO. 1**

A certain parcel of land lying in the Northeast Quarter Northeast Quarter (NE 1/4 NE 1/4) of Section 32 and the Northwest Quarter (NW 1/4) of Section 33, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 32 and assuming the North line of the NE 1/4 NE 1/4 of said Section 32 bears S 89°58'27" E with all other bearings shown hereon being relative thereto; thence from said Point of Commencement, S 00°02'59" W along the East line of the NE 1/4 NE 1/4 of said Section 32 a distance of 15.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N

89°48'31" W along a line 15.00 feet South of and parallel with the North line of the NW 1/4 of said Section 33, a distance of 30.04 feet; thence S 00°11'29" W a distance of 15.00 feet; thence N 89°48'31" W along a line 30.00 feet South of and parallel with the North line of the NW 1/4 of said Section 33 a distance of 30.00 feet to a point on the East line of the NE 1/4 NE 1/4 of said Section 32; thence N 89°58'27" W along the North right of way for H Road, being a line 30.00 feet South of and parallel with the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 945.00 feet; thence N 00°01'33" E a distance of 15.00 feet; thence S 89°58'27" E along a line 15.00 feet South of and parallel with the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 945.01 feet, more or less, to the Point of Beginning.

CONTAINING 0.34 Acres or 14,625 Sq. Ft., 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 \_\_\_\_\_, 2008 and ordered published.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

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

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



**CITY OF GRAND JUNCTION, COLORADO**  
**ORDINANCE NO.**

**CITY OF GRAND JUNCTION, COLORADO**

**APPLE GLEN ANNEXATION NO. 2**

**APPROXIMATELY .66 ACRES**

**LOCATED WITHIN THE H ROAD RIGHT OF WAY**

**WHEREAS**, on the 4th day of February, 2008, 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 to be determined date; 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:

**APPLE GLEN ANNEXATION NO. 2**

A certain parcel of land lying in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) and the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 32, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 32 and assuming the North line of the NE 1/4 NE 1/4 of said Section 32 bears S 89°58'27" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°02'59" W along the East line of the NE 1/4 NE 1/4 of said Section 32, a distance of 15.00 feet; thence N 89°58'27" W along a line 15.00 feet South of and parallel with the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 945.01 feet; thence S 00°01'33" W a distance of 15.00 feet; thence N 89°58'27" W along the South right of way for H Road, being a line 30.00 feet South of and parallel with the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 372.77 feet to a point on the West line of the NE 1/4 NE 1/4 of said Section 32; thence N 00°03'26" E along the West line of the NE 1/4 NE 1/4 of said Section 32, a distance of 25.00 feet; thence N 89°57'52" W along a line 5.00 feet South of and parallel with the North line of the NW 1/4 NE 1/4 of said Section 32, a distance of 658.88 feet; thence N 00°01'45" E a distance of 5.00 feet to a point on the North line of the NW 1/4 NE 1/4 of said Section 32; thence S 89°57'52" E along the North line of the NW 1/4 NE 1/4 of said Section 32, a distance of 658.88 feet to a point on the East line of the NW 1/4 NE 1/4 of said Section 32; thence S 89°58'27" E along the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 1317.77 feet, more or less, to the Point of Beginning.

CONTAINS 0.66 Acres or 28,652 Sq. Ft., 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 \_\_\_\_\_, 2008 and ordered published.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**  
**ORDINANCE NO.**

**CITY OF GRAND JUNCTION, COLORADO**  
**APPLE GLEN ANNEXATION NO. 3**  
**APPROXIMATELY 15.24 ACRES**  
**LOCATED AT 2366 H ROAD**

**WHEREAS**, on the 4th day of February, 2008, 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 to be determined date; 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:

**APPLE GLEN ANNEXATION NO. 3**

A certain parcel of land lying in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 29, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of the SE 1/4 SE 1/4 of said Section 29 and assuming the South line of the SE 1/4 SE 1/4 of said Section 29 bears S 89°58'27" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°57'52" W along the South line of the SW 1/4 SE 1/4 of said Section 29, a distance of 658.88 feet;

Thence N 00°01'45" E along the West line of that certain parcel of land described in Book 3871, Page 964, Public Records of Mesa County, Colorado, a distance of 1319.59 feet to a point on the North line of the SW 1/4 SE 1/4 of said Section 29; thence S 89°57'17" E along the North line of the SW 1/4 SE 1/4 of said Section 29, a distance of 659.48 feet to a point being the Northeast corner of the SW 1/4 SE 1/4 of said Section 29; thence S 00°03'19" W along the East line of the SW 1/4 SE 1/4 of said Section 29, a distance of 479.42 feet; thence N 89°57'43" W a distance of 214.97 feet to a point on the East line of that certain parcel of land described in Book 3871, Page 964, Public Records of Mesa County, Colorado; thence S 00°03'19" W along said East line, a distance of 655.12 feet; thence N 84°22'02" W a distance of 150.71 feet; thence S 00°03'19" W a distance of 194.65 feet; thence S 89°57'52" E along a line 5.00 feet North of and parallel with the South line of the SW 1/4 SE 1/4 of said Section 29, a distance of 364.97 feet to a point on the East line of the SW 1/4 SE 1/4 of said Section 29; thence S 89°58'27" E along a line 5.00 feet North of and parallel with the South line of the SE 1/4 SE 1/4 of said Section 29, a distance of 300.00 feet; thence S 00°01'233" W a distance of 5.00 feet; thence N 89°58'27" W along the South line of the SE 1/4 SE 1/4 of said Section 29, a distance of 300.00 feet, more or less, to the Point of Beginning.

CONTAINING 15.24 Acres or 663,702 Sq. Ft., 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 \_\_\_\_\_, 2008 and ordered published.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

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President of the Council

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City Clerk

**Attach 10**  
**Ridges Open Space Requirements**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Open Space requirements in the Ridges Filings No. One through No. Six		
<b>File #</b>			
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>	<b>X</b>	<b>Individual</b>
<b>Date Prepared</b>	January 28, 2008		
<b>Author Name &amp; Title</b>	Jamie B. Beard, Assistant City Attorney		
<b>Presenter Name &amp; Title</b>	John Shaver, City Attorney		

**Summary:** A Resolution that sets forth the policy that new development of the lands included within Ridges Filings No. One through No. Six need not provide open space dedications nor the open space fees in lieu of the dedications pursuant to Section 6.3.B of the Zoning and Development Code.

**Budget:** Nominal costs for printed material.

**Action Requested/Recommendation:** Approve Resolution No. \_\_\_\_\_-08.

**Attachments:** A portion of the Minutes from the July 2006 City Council Workshop and proposed Resolution.

**Background Information:** Ridges Annexations #1, 2, and 3 were annexed in to the City in 1992. The area had begun developing in the County years before as a Planned Unit Development. Filings No. One through No. Six had been planned and platted. Just before the annexation, the City entered into an agreement with the Ridges Metropolitan District to provide municipal services to the residents of the district and to refinance the district's debt if the district was annexed into the City. After the annexation, the Ridges Metropolitan District dissolved and the lands owned by the district became City owned property. The City has maintained those areas in the Ridges that were parks and trails, but other open space areas have been allowed to remain in their natural states.

The City Council approved an amended plan for the Ridges in 1994, which made all developments within the Ridges coming forward to be subject to the new Zoning and Development Code.

In July 2006 City Council considered a request from a developer to not require development on the land in Ridges Filings No. One through No. Six to be responsible for providing the 10% dedication for open space or the 10% fee in lieu of the land dedication as required pursuant to the Zoning and Development Code Section 6.3.B. The developer informed Council that there had previously been a dedication of 28% open space for the whole development when it was first approved by the County.

Council members agreed that the Ridges are unique. City Council discussed the matter and determined that the open space requirements were previously met. Staff was directed to bring a resolution setting forth the policy that no additional dedication for open space or fee for open space would be required by new development in Ridges Filing No. One through Filing No. Six.

**GRAND JUNCTION CITY COUNCIL  
WORKSHOP SUMMARY  
July 17, 2006**

The City Council of the City of Grand Junction, Colorado met on Monday, July 17, 2006 at 7:01 p.m. in the City Hall Auditorium to discuss workshop items. Those present were Councilmember Teresa Coons, Bruce Hill, Gregg Palmer, Doug Thomason, and Council President Pro Tem Bonnie Beckstein. Those absent were Councilmember Jim Spehar and Council President Jim Doody.

**Summaries and action on the following topics:**

1. **DISCUSSION OF RIDGES OPEN SPACE:** A developer in the Ridges to address City Council regarding fees in lieu of and dedication of open space in the Ridges in relation to his future development. Council President Pro Tem Beckstein recused herself from this discussion due to a conflict of interest. She turned the meeting over to Acting President of the Council Bruce Hill. The requestors were allowed to present their argument first.

Mike Stubbs, President of the Dynamic Investments and the property owner, and Rich Krohn, attorney, 744 Horizon Court, representing Dynamic Investments, addressed the City Council. A brief history of the property was given by Mr. Krohn. The paperwork drafted during the annexation in 1992 represented that the 28% of open space which was dedicated was the full obligation for the full build out of the Ridges. The bulk of the open space was dedicated to the Ridges Metro District which is now the City of Grand Junction. They did not agree additional open space or fees in lieu should be exacted for current developments. Large parcels were sold for development into smaller parcels. The school parcel of 6.8 acres is now owned by the City and has been rezoned residential and could be developed into twenty-five lots. Mark Fenn, a realtor, purported those undeveloped lots (raw land) could sell for \$35,000 each. Mr. Krohn concluded that by law the additional request should not be made nor should it be made under the rules of fairness.

Mike Stubbs, 205 Little Park Road, President of Dynamic Investments, said they agree with the premise of the Zoning and Development Code regarding open space. However, there are unique situations. Open Space has already been dedicated on behalf of these lots. The thought was to dedicate a quantity of land rather than have little parcels of open space within each development. There exists 28% open space in Ridges 1 through 6 plus another 30% is the golf course which is effectively open space. If 10% of open space dedication is the requirement, it has been met. These last pieces to be developed are infill pieces. He asked that Council recognize what has been done. It was his contention that when amendments are made to a Planned Development, they should not be required to comply with all new dedications.



Mr. Fenn who represents two development groups developing in the Ridges, said he was formerly on the Planning Commission, and was involved in the development of the Code. It was his recollection that the intent was that there is no additional fee or open space expected from these additional developments.

City Attorney John Shaver advised that this discussion has gone on for a number of years and he commended Mr. Krohn and Mr. Stubbs for their cooperation and professionalism. He reviewed the history of the discussion from the City's perspective. The City Council approved an amended plan for the Ridges in 1994, which made all developments coming forward to be subject to the new Zoning and Development Code. For many years, parcels were sold with deeded densities. The 1994 plan gave some control over the final build out and made the development realistic. Many of the densities assigned were wholly unrealistic. Much of open space acreage dedicated was private and only came to the City through the Ridges Metropolitan District (RMD) in order to dissolve the debt. The previous debt was stifling (44 mills). The City restructured the debt and has been paying off the debt through a much lower mill levy to the Ridges property owners. The acquisition of the school site was a land exchange with the School District and was not open space dedication to the City.

Kathy Portner, Assistant Community Development Director, stated that under Mesa County's PUD, a minimum of 20% open space was required. For the City to approve a Planned Development, the development must go beyond the minimum standards in order to provide a community benefit; the minimum open space dedication for the City is 10%.

Acting Council President Hill pointed out that the dedications were well above the County's minimum of 20% and the City's 10% requirement. Ms. Portner noted that a large portion of the property being counted by the developer is undevelopable land which would not suffice for neighborhood park purposes. City Attorney Shaver added that the Code specifically exempts undesirable property from being counted in open space calculations.

Ms. Portner advised the 10% came into effect in 2000 for the sole purpose of neighborhood park development. A minimum of 3 acres in any subdivision or else a fee in lieu of is required.

Councilmember Coons asked about trail systems and if they count against the open space requirement. Ms. Portner replied that it can be considered as a public benefit but cannot be accepted in order to meet the 10% open space requirement.

Councilmember Palmer asked for additional clarification. Ms. Portner stated that if the development was not previously platted and includes more than ten units, a 10% land dedication or 10% of appraised land value is required. The City is asking for fees in lieu of because the current developments aren't big enough for land dedication.

Councilmember Palmer asked if there were discussions at the time that the previous dedications would be counted. City Attorney Shaver advised they did a search and found nothing that reflected such discussions. The understanding when they amended the plan in 1994 is that they would comply with the new rules.

Councilmember Hill asked if fees in lieu of are collected from this developer, where would the City provide a neighborhood park. Ms. Portner stated that a park would not have to be constructed in that subdivision. The process is such that when the Parks Department reviews a subdivision proposal, they comment on whether they want land dedication if the parcel is in an area where a neighborhood park is needed and if it is a usable size or fees in lieu of a dedication.

Acting Council President Hill and Councilmember Palmer questioned why, if the Planned Development had already gone through the County review process, it was considered a new development. Mr. Shaver noted that is part of the argument - is the new development the Amended Planned Development or each newly platted subdivision.

Acting Council President Hill agreed that staff has demonstrated the basis of their response to the developer as contained within the Code. However, he felt that the Ridges are unique. He questioned if the interpretation in 1994 was an accurate one, that is, to apply the Code in this specific case when there was a different interpretation as to what is open space.

Councilmember Palmer added that the County requirement was not specific in what type of land could be considered open space. He did disagree that the golf course should be counted.

In response to Councilmember Palmer's inquiry, Mr. Stubbs said in 1994 they were in land bank period; they could have sold it off but held out. He said their land dedication wasn't all unusable open space. He referred to a letter between the County and the original developer which stated that all the requirements were met. Mr. Stubbs acquired property in 1987. When he was told he would have to comply with current standards in 1994, he thought that meant they had to develop to City standards not dedicate additional open space. He contended that he was told by the then City Attorney Dan Wilson that all land dedication requirements were met. He feels the intent of the Code has been met.

Councilmember Palmer asked staff if the decision will affect other parcels. City Attorney Shaver responded that there are no others like this. He displayed the 1994 Planned Development plan that was adopted that specifically addressed that new development would have the new regulations applied. He advised he has done Planning and Zoning for the City since prior to 1994 and he is not aware of the discussion with Mr. Wilson that Mr. Stubbs is referring to.

Councilmember Coons noted there is clearly a lot of open space in the Ridges; she is concerned that there is no need and no place for a park in that area so the request is for a fee for open space to go in another area. She is struggling with the uniqueness of this area and questioned the sense of adhering to the letter of the law in this situation.

Councilmember Palmer said he feels they have met the open space requirements in good faith and they have not questioned the other requirements.

Councilmember Thomason said he would support amending or correcting an unfair situation.

Councilmember Coons said the intention has been satisfied so adhering to the letter of the law does not gain any benefit. She supports amending the 1994 agreement.

Acting Council President Hill stated that the direction has been given to staff to find exception and bring back an amendment to Council, although he agrees that the City stepped up and helped them with their debt.

City Attorney Shaver said he will bring back the direction given in the form of a resolution so that it is the adoption of a policy.

Tom Volkmann, an attorney representing Harvest Holdings, a current developer in the Ridges, questioned how Shadow Run will be affected as it is in final plat stage. City Attorney Shaver advised that can be worked out through the Development Improvements Agreement.

**Action summary:** Staff was directed to bring back a resolution, which will include a statement from the City Council that the Ridges has met open space requirements, for final consideration by the City Council. City Attorney Shaver was directed to work with Harvest Holdings to resolve their situation so they can move through the final plat process.

RESOLUTION NO. \_\_\_\_\_-08

**A RESOLUTION ESTABLISHING THAT NEW DEVELOPMENT WITHIN THE RIDGES FILING, NO. ONE THROUGH THE RIDGES FILING, NO. SIX IS NOT REQUIRED TO DEDICATE OPEN SPACE OR PAY A FEE IN LIEU OF DEDICATING THE OPEN SPACE AS REQUIRED BY SECTION 6.3.B OF THE ZONING AND DEVELOPMENT CODE**

Recitals:

The City Council approved an amended plan for the Ridges in 1994, which made all developments within the Ridges coming forward to be subject to the new Zoning and Development Code. A landowner and developer in the Ridges has requested City Council to not require that new development within the Ridges be required to provide the open space dedications or fees required by Section 6.3.B of the City of Grand Junction's Zoning and Development Code.

Due to the uniqueness of the Ridges and as approximately 28 percent of the Ridges is open space that was dedicated with the original development, City Council has determined that no further open space dedications nor open space fee shall be required by Section 6.3.B..

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

The requirement for dedication of open space or paying a fee in lieu of such dedication in Section 6.3.B of the Zoning and Development Code shall not be applied to new development in The Ridges Filing No. One through Filing No. Six.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

ATTEST:

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

**Attach 11**  
**Garden Grove-Turley Annexation**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Garden Grove -Turley Annexation located at 2962 A ½ Road – Request to Continue		
<b>File #</b>	ANX-2007-338		
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>		<b>Individual</b> <b>X</b>
<b>Date Prepared</b>	January 30, 2008		
<b>Author Name &amp; Title</b>	Justin T. Kopfman – Associate Planner		
<b>Presenter Name &amp; Title</b>	Justin T. Kopfman – Associate Planner		

**Summary:** Request to annex 19.77 acres, located at 2962 A ½ Road. The Garden Grove-Turley Annexation consists of 4 parcels.

**Action Requested/Recommendation:** Request to Continue to Monday, March 17, 2008 the Adoption of Resolution Accepting the Petition for the Garden Grove-Turley Annexation, a Public Hearing and Consideration of Final Passage of the Annexation Ordinance.

**Background:** Due to personal and business related matters, the applicant is unable to attend the public hearing. The applicant has requested a continuance. To accommodate the applicant's needs, I am requesting the public hearing on the annexation be continued to Monday, March 17, 2008.

**Attachments:** None

**Attach 12  
Foster Industrial Annexation**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Foster Industrial Annexation and Zoning - Located at 381 27 ½ Road		
<b>File #</b>	ANX-2007-330		
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>		<b>Individual</b> <b>X</b>
<b>Date Prepared</b>	January 23, 2008		
<b>Author Name &amp; Title</b>	Justin T. Kopfman – Associate Planner		
<b>Presenter Name &amp; Title</b>	Justin T. Kopfman – Associate Planner		

**Summary:** Request to annex and zone .41 acres, located at 381 27 ½ Road, to I-1 (Light Industrial). The Foster Industrial Annexation consists of 1 parcel.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt Resolution Accepting the Petition for the Foster Industrial Annexation and Hold a Public Hearing and Consider Final Passage of the Annexation Ordinance and Zoning Ordinance

**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. Acceptance Resolution
5. Annexation Ordinance
6. Zoning Ordinance

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

<b>STAFF REPORT/BACKGROUND INFORMATION</b>			
<b>Location:</b>		<b>381 27 ½ Road</b>	
<b>Applicants: &lt;Prop owner, developer, representative&gt;</b>		Owners: Stanley A. & Gale M. Foster	
<b>Existing Land Use:</b>		<b>Residential</b>	
<b>Proposed Land Use:</b>		<b>Industrial</b>	
Surrounding Land Use:	<b>North</b>	<b>Residential</b>	
	<b>South</b>	Residential	
	<b>East</b>	Industrial/Vacant	
	<b>West</b>	Residential	
<b>Existing Zoning:</b>		County RSF-R (Residential Single Family Rural)	
<b>Proposed Zoning:</b>		I-1 (Light Industrial)	
Surrounding Zoning:	<b>North</b>	<b>County RSF-R (Residential Single Family Rural)</b>	
	<b>South</b>	County RSF-R (Residential Single Family Rural)	
	<b>East</b>	I-1 (Light Industrial) & County RSF-R	
	<b>West</b>	County RSF-R (Residential Single Family Rural)	
<b>Growth Plan Designation:</b>		Industrial	
<b>Zoning within density range?</b>		<b>X</b>	<b>Yes</b>
			<b>No</b>

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of .41 acres of land and is comprised of 1 parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

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

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single

demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
December 17, 2007	Referral of Petition (30 Day Notice), Introduction of a proposed Ordinance, Exercising Land Use
January 8, 2008	Planning Commission considers Zone of Annexation
January 14, 2008	Introduction of a proposed Ordinance on Zoning by City Council
February 4, 2008	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
March 7, 2008	Effective date of Annexation and Zoning



FOSTER INDUSTRIAL ANNEXATION SUMMARY		
<b>File Number:</b>	ANX-2007-330	
<b>Location:</b>	381 27 ½ Road	
<b>Tax ID Number:</b>	2945-242-01-009	
<b>Parcels:</b>	1	
<b>Estimated Population:</b>	1	
<b># of Parcels (owner occupied):</b>	1	
<b># of Dwelling Units:</b>	1	
<b>Acres land annexed:</b>	.548 acres (23,874 square feet)	
<b>Developable Acres Remaining:</b>	.41 acres (17,745 square feet)	
<b>Right-of-way in Annexation:</b>	.138 acres (6,015 square feet)	
<b>Previous County Zoning:</b>	County RSF-R (Residential Single Family Rural)	
<b>Proposed City Zoning:</b>	Industrial	
<b>Current Land Use:</b>	<b>Residential</b>	
<b>Future Land Use:</b>	<b>Industrial</b>	
<b>Values:</b>	<b>Assessed:</b>	\$8,060
	<b>Actual:</b>	\$35,000
<b>Address Ranges:</b>	381 27 3/8 Road (Odd Only)	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water
	<b>Sewer:</b>	Central Grand Valley Sanitation
	<b>Fire:</b>	Grand Junction Rural
	<b>Irrigation/Drainage:</b>	Grand Valley Irrigation Grand Junction Drainage District
	<b>School:</b>	District 51

**Zone of Annexation:** The requested zone of annexation to the I-1 (Light Industrial) district is consistent with the Growth Plan designation of Industrial. The existing County

zoning is RSF-R (Residential Single Family Rural). Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

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

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

Response: The I-1 (Light Industrial) zone is compatible with the neighborhood. It is compatible with the Growth Plan Future Land Use classification of Industrial.

Properties to the east have already been zoned I-1 (Light Industrial). All properties surrounding the Foster Industrial Annexation have a Growth Plan designation of Industrial.

The I-1 zone district is in conformance with the following goals and policies of the Growth Plan:

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

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

Goal 17: To promote a healthy, sustainable, diverse economy

Goal 18: To maintain the City's position as a regional provider of goods and services.

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

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

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

- a. I-O (Industrial/Office Park)
- b. I-2 (General Industrial)

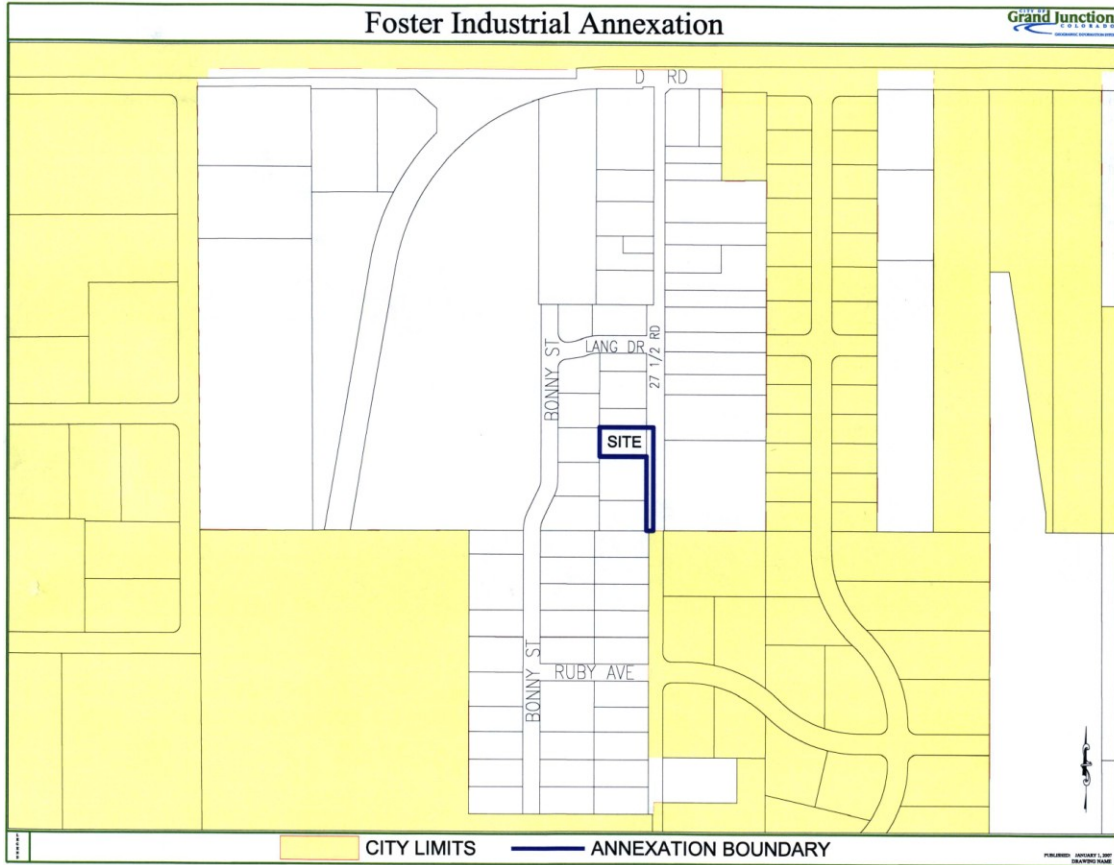
If the City Council chooses to recommend one of the alternative zone designations, specific alternative findings must be made.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the I-1 (Light Industrial) district to be consistent with the Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

# Annexation/Site Location Map

Figure 1



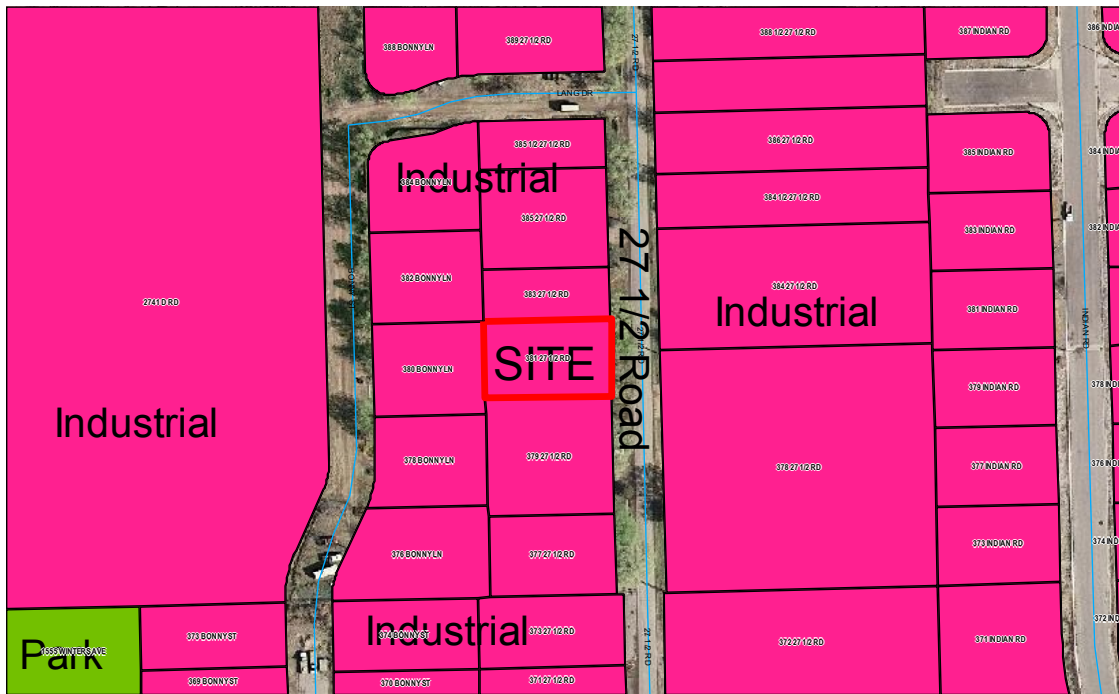
# Aerial Photo Map

Figure 2



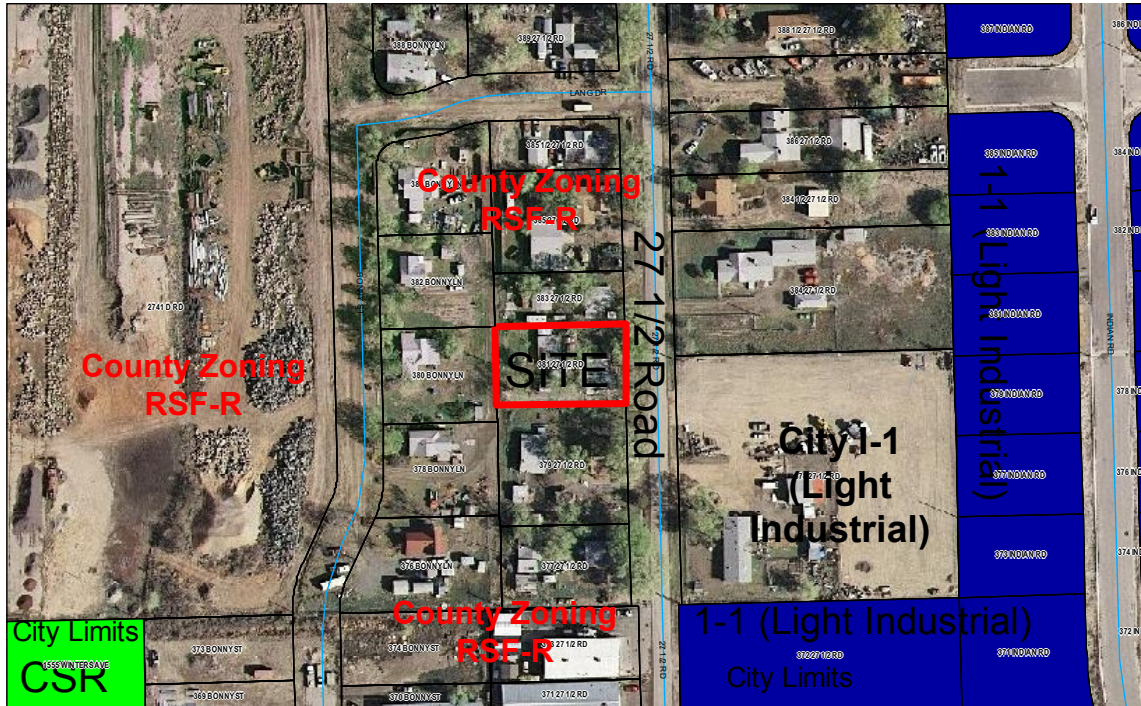
# Future Land Use Map

Figure 3



# Existing City and County Zoning Map

Figure 4



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A**

**FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE**

**FOSTER INDUSTRIAL ANNEXATION**

**IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 17th day of December, 2007, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

### **FOSTER INDUSTRIAL ANNEXATION**

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 24, Township One South, Range One West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Southwest corner of the NW 1/4 NE 1/4 of said Section 24 and assuming the South line of the NE 1/4 NW 1/4 of said section 24 to bear N89°51'16"W with all bearing contained herein relative thereto; thence N89°51'16"W along the South line of the NE 1/4 NW 1/4 of said section 24, a distance of 20.00 feet to the Southeast corner of Lot 11 of Amelang Subdivision as recorded in Plat Book 9, Page 162 public records of Mesa County, Colorado; thence N00°08'44"E along the East line of said Amelang Subdivision a distance of 215.75 feet; thence N89°51'16"W along a line being 10.00 feet South of and parallel with, the South line of Lot 7 of said Amelang Subdivision, a distance of 138.00 feet to a point on the East line of Lot 6 of said Amelang Subdivision; thence N00°08'44"E along the East line of Lot 6 of said Amelang Subdivision, a distance of 85.00 feet; thence S89°51'16"E along the North line of said Lot 7 of Amelang Subdivision a distance of 158.00 feet to a point on the West line of the NW 1/4 NE 1/4; thence S00°08'44"W along the West line of the NW 1/4 NE 1/4 a distance of 300.75 feet to the Point of Beginning.

Said parcel contains 0.41 acres (17,745 sq. ft.), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 4<sup>th</sup> day of February, 2008; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres

which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

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

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



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**CITY OF GRAND JUNCTION, COLORADO**

**FOSTER INDUSTRIAL ANNEXATION**

**APPROXIMATELY .41 ACRES**

**LOCATED AT 381 27 1/2 ROAD AND INCLUDING A PORTION OF THE  
27 1/2 ROAD RIGHT OF WAY**

**WHEREAS**, on the 17th day of December, 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 4th day of February, 2008; 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:

**FOSTER INDUSTRIAL ANNEXATION**

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 24, Township One South, Range One West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Southwest corner of the NW 1/4 NE 1/4 of said Section 24 and assuming the South line of the NE 1/4 NW 1/4 of said section 24 to bear N89°51'16"W with all bearing contained herein relative thereto; thence N89°51'16"W along the

South line of the NE 1/4 NW 1/4 of said section 24, a distance of 20.00 feet to the Southeast corner of Lot 11 of Amelang Subdivision as recorded in Plat Book 9, Page 162 public records of Mesa County, Colorado; thence N00°08'44"E along the East line of said Amelang Subdivision a distance of 215.75 feet; thence N89°51'16"W along a line being 10.00 feet South of and parallel with, the South line of Lot 7 of said Amelang Subdivision, a distance of 138.00 feet to a point on the East line of Lot 6 of said Amelang Subdivision; thence N00°08'44"E along the East line of Lot 6 of said Amelang

Subdivision, a distance of 85.00 feet; thence S89°51'16"E along the North line of said Lot 7 of Amelang Subdivision a distance of 158.00 feet to a point on the West line of the NW 1/4 NE 1/4; thence S00°08'44"W along the West line of the NW 1/4 NE 1/4 a distance of 300.75 feet to the Point of Beginning.

Said parcel contains 0.41 acres (17,745 sq. ft.), more or less, as described.

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

**INTRODUCED** on first reading on the 17th day of December, 2007 and ordered published.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE FOSTER INDUSTRIAL ANNEXATION TO  
I-1 (LIGHT INDUSTRIAL)**

**LOCATED AT 381 27 1/2 ROAD**

Recitals

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Foster Industrial Annexation to the I-1 (Light Industrial) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the I-1 (Light Industrial) zone district is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property be zoned.

**FOSTER INDUSTRIAL ANNEXATION**

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 24, Township One South, Range One West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Southwest corner of the NW 1/4 NE 1/4 of said Section 24 and assuming the South line of the NE 1/4 NW 1/4 of said section 24 to bear N89°51'16"W with all bearing contained herein relative thereto; thence N89°51'16"W along the South line of the NE 1/4 NW 1/4 of said section 24, a distance of 20.00 feet to the Southeast corner of Lot 11 of Amelang Subdivision as recorded in Plat Book 9, Page 162 public records of Mesa County, Colorado; thence N00°08'44"E along the East line of said Amelang Subdivision a distance of 215.75 feet; thence N89°51'16"W along a

line being 10.00 feet South of and parallel with, the South line of Lot 7 of said Amelang Subdivision, a distance of 138.00 feet to a point on the East line of Lot 6 of said Amelang Subdivision; thence N00°08'44"E along the East line of Lot 6 of said Amelang Subdivision, a distance of 85.00 feet; thence S89°51'16"E along the North line of said Lot 7 of Amelang Subdivision a distance of 158.00 feet to a point on the West line of the NW 1/4 NE 1/4; thence S00°08'44"W along the West line of the NW 1/4 NE 1/4 a distance of 300.75 feet to the Point of Beginning.

Said parcel contains 0.41 acres (17,745 sq. ft.), more or less, as described.

Introduced on first reading this 14th day of January, 2008 and ordered published.

**ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

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

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

**Attach 13**  
**Lochmiller Annexation and Zoning**  
**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Lochmiller Annexation and Zoning, located at 193 Shelley Drive.		
<b>File #</b>	ANX-2007-329		
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>		<b>Individual</b> <b>X</b>
<b>Date Prepared</b>	January 23, 2008		
<b>Author Name &amp; Title</b>	Faye Hall, Associate Planner		
<b>Presenter Name &amp; Title</b>	Faye Hall, Associate Planner		

**Summary:** Request to annex and zone 1.06 acres, located at 193 Shelley Drive, to R-4 (Residential, 4 units per acre). The Lochmiller Annexation consists of one parcel and includes a portion of the B Road and Shelley Drive rights-of-way. This property is located on the south side of B Road and east of 29 Road on Orchard Mesa.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt Resolution Accepting the Petition for the Lochmiller Annexation and Hold a Public Hearing and Consider Final Passage of the Annexation Ordinance and Zoning Ordinance

**Attachments:**

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

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



<b>STAFF REPORT/BACKGROUND INFORMATION</b>			
<b>Location:</b>		<b>193 Shelley Drive</b>	
<b>Applicants:</b>		Owners: Philip Lochmiller Sr. and Philip Lochmiller Jr. Representative: Tom Dixon	
<b>Existing Land Use:</b>		<b>Single Family Residential</b>	
<b>Proposed Land Use:</b>		<b>Single Family Residential</b>	
Surrounding Land Use:	<b>North</b>	<b>Single Family Residential</b>	
	<b>South</b>	Single Family Residential	
	<b>East</b>	Single Family Residential	
	<b>West</b>	Single Family Residential and Agricultural	
<b>Existing Zoning:</b>		County RSF-4	
<b>Proposed Zoning:</b>		R-4 (Residential, 4 units per acre)	
Surrounding Zoning:	<b>North</b>	<b>County RSF-4</b>	
	<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 1.06 acres of land and is comprised of one parcel and includes a portion of the B Road and Shelley Drive rights-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 professional opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Lochmiller Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single

demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
<b>December 17, 2007</b>	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
<b>January 8, 2008</b>	Planning Commission considers Zone of Annexation
<b>January 14, 2008</b>	Introduction Of A Proposed Ordinance on Zoning by City Council
<b>February 4, 2008</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>March 7, 2008</b>	Effective date of Annexation and Zoning



LOCHMILLER ANNEXATION SUMMARY		
<b>File Number:</b>		ANX-2007-329
<b>Location:</b>		193 Shelley Drive
<b>Tax ID Number:</b>		2943-322-00-163
<b>Parcels:</b>		1
<b>Estimated Population:</b>		3
<b># of Parcels (owner occupied):</b>		0
<b># of Dwelling Units:</b>		1
<b>Acres land annexed:</b>		1.06 acres
<b>Developable Acres Remaining:</b>		.73 acres
<b>Right-of-way in Annexation:</b>		.33 acres (14,437 sq ft)
<b>Previous County Zoning:</b>		RSF-4
<b>Proposed City Zoning:</b>		R-4 (Residential, 4 units per acre)
<b>Current Land Use:</b>		<b>Single Family Residential</b>
<b>Future Land Use:</b>		<b>Single Family Residential</b>
<b>Values:</b>	<b>Assessed:</b>	\$8,500
	<b>Actual:</b>	\$106,720
<b>Address Ranges:</b>		193 thru 199 Shelley Drive (odd only)
<b>Special Districts:</b>	<b>Water:</b>	Ute Water
	<b>Sewer:</b>	Orchard Mesa Sanitation
	<b>Fire:</b>	Grand Junction Rural
	<b>Irrigation/Drainage:</b>	Orchard Mesa Irrigation
	<b>School:</b>	District 51

**Zone of Annexation:** The requested zone of annexation to the R-4 district is consistent with the Growth Plan designation of Residential Medium Low 2-4 du/ac. The existing County zoning is RSF-4, which is also consistent with the Growth Plan. Section

2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

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

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

**Response:** The proposed zone district of R-4 is compatible with the neighborhood as surrounding lot sizes are consistent with the R-4 density of 4 units per acre. The current zoning in this area is either County RSF-R or RSF-4. The RSF-4 allows for 4 du/ac; however RSF-R requires a 5 acres minimum lot size. Most of these existing lots are .25 acres to .35 acres in size. This entire area is also designated Residential Medium Low 2-4 du/ac which is also consistent with the R-4 zone district. Therefore, the proposed zone is compatible with the neighborhood and conforms to and furthers the goals and policies of the Growth Plan.

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

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

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

- c. R-2 (Residential, 2 units per acre)

If the City Council chooses to recommend one of the alternative zone designations, specific alternative findings must be made.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the R-4 district to be consistent with the Growth Plan, the existing County Zoning and Sections 2.6 and 2.14 of the Zoning and Development Code.

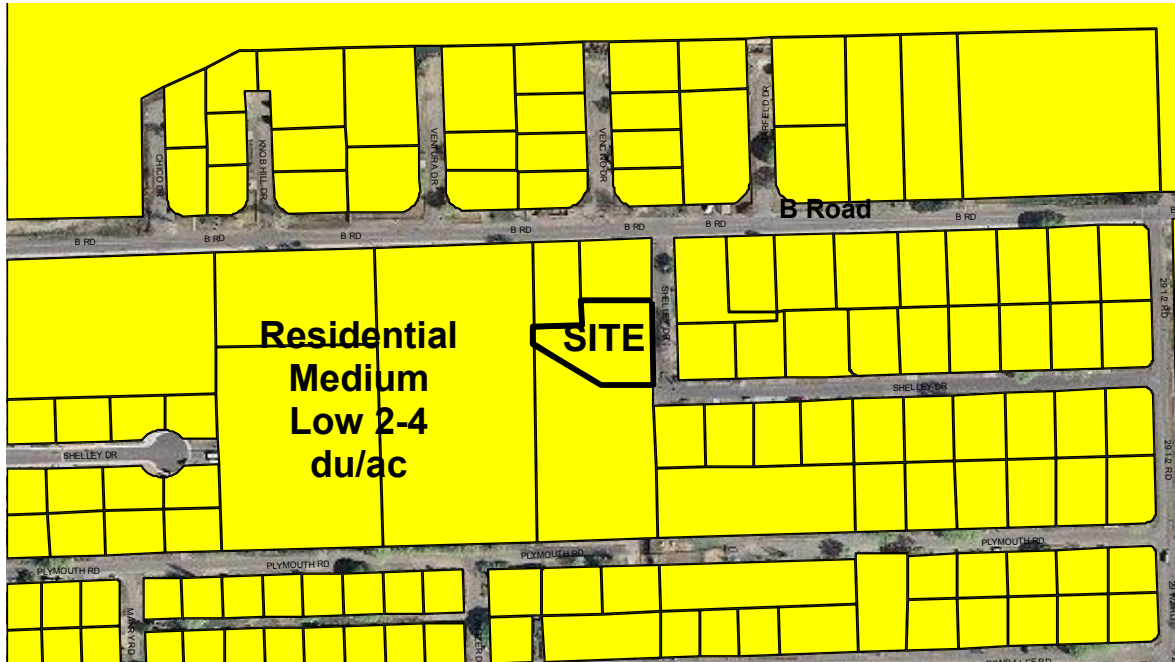






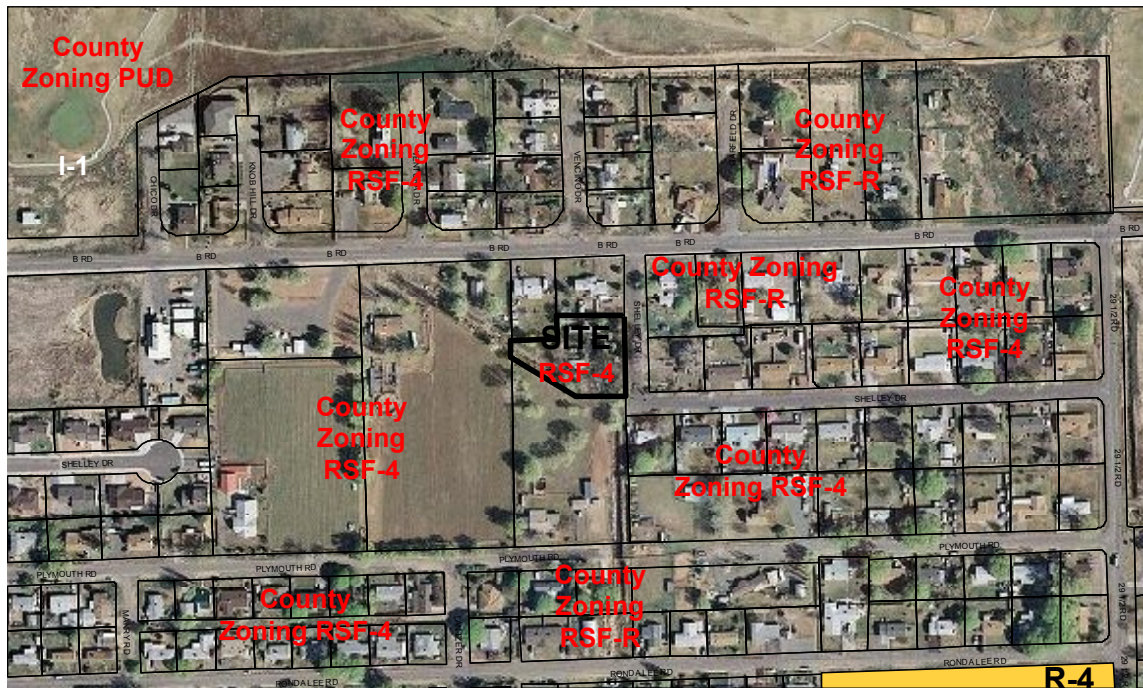
# Future Land Use Map

Figure 3



# Existing City and County Zoning Map

Figure 4



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A  
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE  
LOCHMILLER ANNEXATION**

**IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 17th day of December, 2007, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**LOCHMILLER ANNEXATION**

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 32, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Northwest corner of the NE 1/4 NW 1/4 of said Section 32 and assuming the North line of the NE 1/4 NW 1/4 of said section 32 to bear N89°51'20"E with all bearings contained herein relative thereto; thence N89°51'20"E along the North line of the NE 1/4 NW 1/4 of said section 32, a distance of 633.80 feet; thence S00°08'40"E a distance of 10.00 feet; thence S89°51'20"W along a line being 10.00 feet South of and parallel with, the North line of the NE 1/4 NW 1/4 of said Section 32, a distance of 358.83 feet; thence S00°10'23"E a distance of 323.91 feet; thence S89°43'20"W a distance of 136.08 feet, along the South line of the easterly projection and the South line of that certain Parcel described in Book 3683, Page 628, public records of Mesa County, Colorado; thence N56°17'38"W along the South line of said Parcel, a distance of 167.34 feet to a point on the West line of the NE 1/4 NW 1/4 of said section 32; thence N00°09'48"W along the West line of said NE 1/4 NW 1/4, a distance of 30.02 feet; thence N89°49'37"E along the North line of said Parcel, a distance of 104.00 feet; thence N00°10'23"W along the West line of said Parcel, a distance of 50.95 feet; thence N89°50'44"E along the North line of said Parcel, a

distance of 146.00 feet to a point on the West line of Shelley Drive, as recorded in Book 758, Page 431, public records of Mesa County, Colorado; thence N00°10'23"W along the West line of said Shelley Drive, a distance of 149.97 feet; thence S89°51'20"W along a line being 10.00 feet South of and parallel with, the North line of the NE 1/4 NW 1/4 of said Section 32, a distance of 249.97 feet returning to the West line of the NE 1/4 NW 1/4 of said Section 32; thence N00°09'48"W along the West line of the NE 1/4 NW 1/4 of said Section 32, a distance of 10.00 feet to the Point of Beginning.

Said parcel contains 1.06 acres (46,207 sq. ft.), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 4th day of February, 2008; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2008

Attest:

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

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



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**CITY OF GRAND JUNCTION, COLORADO**

**LOCHMILLER ANNEXATION**

**APPROXIMATELY 1.06 ACRES**

**WHEREAS**, on the 17th day of December, 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 4th day of February, 2008; 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:

Lochmiller Annexation

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 32, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Northwest corner of the NE 1/4 NW 1/4 of said Section 32 and assuming the North line of the NE 1/4 NW 1/4 of said section 32 to bear N89°51'20"E with all bearings contained herein relative thereto; thence N89°51'20"E along the North line of the NE 1/4 NW 1/4 of said section 32, a distance of 633.80 feet; thence S00°08'40"E a distance of 10.00 feet; thence S89°51'20"W along a line being 10.00

feet South of and parallel with, the North line of the NE 1/4 NW 1/4 of said Section 32, a distance of 358.83 feet; thence S00°10'23"E a distance of 323.91 feet; thence S89°43'20"W a distance of 136.08 feet, along the South line of the easterly projection and the South line of that certain Parcel described in Book 3683, Page 628, public records of Mesa County, Colorado; thence N56°17'38"W along the South line of said Parcel, a distance of 167.34 feet to a point on the West line of the NE 1/4 NW 1/4 of said section 32; thence N00°09'48"W along the West line of said NE 1/4 NW 1/4, a distance of 30.02 feet; thence N89°49'37"E along the North line of said Parcel, a distance of 104.00 feet; thence N00°10'23"W along the West line of said Parcel, a distance of 50.95 feet; thence N89°50'44"E along the North line of said Parcel, a distance of 146.00 feet to a point on the West line of Shelley Drive, as recorded in Book 758, Page 431, public records of Mesa County, Colorado; thence N00°10'23"W along the West line of said Shelley Drive, a distance of 149.97 feet; thence S89°51'20"W along a line being 10.00 feet South of and parallel with, the North line of the NE 1/4 NW 1/4 of said Section 32, a distance of 249.97 feet returning to the West line of the NE 1/4 NW 1/4 of said Section 32; thence N00°09'48"W along the West line of the NE 1/4 NW 1/4 of said Section 32, a distance of 10.00 feet to the Point of Beginning.

Said parcel contains 1.06 acres (46,207 sq. ft.), more or less, as described.

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

**INTRODUCED** on first reading on the 17th day of December, 2007 and ordered published.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE LOCHMILLER ANNEXATION TO  
R-4 (RESIDENTIAL, 4 UNITS PER ACRE)**

**LOCATED AT 193 SHELLEY DRIVE**

Recitals

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Lochmiller Annexation to the R-4 zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the R-4 zone district is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property be zoned R-4 (Residential, 4 units per acre).

**LOCHMILLER ANNEXATION**

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 32, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Northwest corner of the NE 1/4 NW 1/4 of said Section 32 and assuming the North line of the NE 1/4 NW 1/4 of said section 32 to bear N89°51'20"E with all bearings contained herein relative thereto; thence N89°51'20"E along the North line of the NE 1/4 NW 1/4 of said section 32, a distance of 633.80 feet; thence S00°08'40"E a distance of 10.00 feet; thence S89°51'20"W along a line being 10.00 feet South of and parallel with, the North line of the NE 1/4 NW 1/4 of said Section 32, a distance of 358.83 feet; thence S00°10'23"E a distance of 323.91 feet; thence S89°43'20"W a distance of 136.08 feet, along the South line of the easterly projection and the South line of that certain Parcel described in Book 3683, Page 628, public

records of Mesa County, Colorado; thence N56°17'38"W along the South line of said Parcel, a distance of 167.34 feet to a point on the West line of the NE 1/4 NW 1/4 of said section 32; thence N00°09'48"W along the West line of said NE 1/4 NW 1/4, a distance of 30.02 feet; thence N89°49'37"E along the North line of said Parcel, a distance of 104.00 feet; thence N00°10'23"W along the West line of said Parcel, a distance of 50.95 feet; thence N89°50'44"E along the North line of said Parcel, a distance of 146.00 feet to a point on the West line of Shelley Drive, as recorded in Book 758, Page 431, public records of Mesa County, Colorado; thence N00°10'23"W along the West line of said Shelley Drive, a distance of 149.97 feet; thence S89°51'20"W along a line being 10.00 feet South of and parallel with, the North line of the NE 1/4 NW 1/4 of said Section 32, a distance of 249.97 feet returning to the West line of the NE 1/4 NW 1/4 of said Section 32; thence N00°09'48"W along the West line of the NE 1/4 NW 1/4 of said Section 32, a distance of 10.00 feet to the Point of Beginning.

Said parcel contains 1.06 acres (46,207 sq. ft.), more or less, as described.

Introduced on first reading this 14th day of January, 2008 and ordered published.

**ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

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

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

**Attach 14**  
**Lime Kiln Creek Ranch**

**CITY OF GRAND JUNCTION**

<b>CITY COUNCIL AGENDA</b>			
<b>Subject</b>	Growth Plan Amendment for Lime Kiln Creek Ranch - Located at 2098 E ½ Road		
<b>File #</b>	GPA-2007-263		
<b>Meeting Day, Date</b>	Monday, February 4, 2008		
<b>Placement on the Agenda</b>	<b>Consent</b>		<b>Individual</b> <b>X</b>
<b>Date Prepared</b>	January 25, 2008		
<b>Author Name &amp; Title</b>	Scott D. Peterson, Senior Planner		
<b>Presenter Name &amp; Title</b>	Scott D. Peterson, Senior Planner		

**Summary:** The petitioner, Cunningham Investment Company, Inc., requests adoption of a Resolution to amend the Growth Plan Future Land Use Map from Estate (2 – 5 Ac./DU) to Residential Medium Low (2 – 4 DU/Ac.) for property located at 2098 E ½ Road in the Redlands. The Planning Commission recommended approval of the proposed Growth Plan Amendment request at their December 11, 2007 meeting.

**Budget:** N/A.

**Action Requested/Recommendation:** Hold a Public Hearing and Consider Adopting a Resolution Amending the Growth Plan Future Land Use Map from Estate (2 – 5 Ac./DU) to Residential Medium Low (2 -4 DU/Ac.).

**Attachments:**

1. Staff Report / Background Information
2. Site Location Map / Aerial Photo Map
3. Future Land Use Map / Existing City and County Zoning
4. Future Land Use Map (Larger Scale)
5. Minutes from December 11, 2007 Planning Commission Meeting
6. General Project Report from Applicant
7. Correspondence received from the public
8. Resolution

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

BACKGROUND INFORMATION				
<b>Location:</b>		2098 E ½ Road		
<b>Applicant:</b>		Cunningham Investment Company, Inc., Owner		
<b>Existing Land Use:</b>		Vacant land		
<b>Proposed Land Use:</b>		Residential Subdivision		
Surrounding Land Use:	<b>North</b>	Single-family residential		
	<b>South</b>	<b>Vacant land and Single-family residential</b>		
	<b>East</b>	<b>Single-family residential</b>		
	<b>West</b>	<b>Vacant land and Single-family residential</b>		
<b>Existing Zoning:</b>		RSF-4, Residential Single-Family – 4 units/acre and RSF-2, Residential Single-Family – 2 units/acre (County)		
<b>Proposed Zoning:</b>		To be determined		
Surrounding Zoning:	<b>North</b>	RSF-4, Residential Single-Family – 4 units/acre and RSF-2, Residential Single-Family – 2 units/acre (County)		
	<b>South</b>	RSF-4, Residential Single-Family – 4 units/acre and RSF-2, Residential Single-Family – 2 units/acre (County)		
	<b>East</b>	RSF-4, Residential Single-Family – 4 units/acre (County)		
	<b>West</b>	RSF-2, Residential Single-Family – 2 units/acre (County)		
<b>Growth Plan Designation:</b>		Estate (2 – 5 Ac./DU)		
<b>Zoning within density range?</b>		N/A	Yes	No

The existing 27.7 acre unplatted parcel of land located at 2098 E ½ Road was recently annexed into the City limits in anticipation of future residential development. Prior to

zoning the annexed property, the applicant is requesting an amendment to the Growth Plan Future Land Use Map from Estate (2 – 5 Ac./DU) to Residential Medium Low (2 – 4 DU/Ac.). The existing property is currently vacant.

**Section 2.5 C. of the Zoning and Development Code:**

The Growth Plan can be amended if the City finds that the proposed amendment is consistent with the purpose and intent of the Plan and it meets the following criteria:

- a. There was an error such that then existing facts, projects or trends (that were reasonably foreseeable) were not accounted for;

It is my opinion that as part of the 1996 Growth Plan adoption process between Mesa County and the City of Grand Junction that established the current Future Land Use Map, the property located at 2098 E ½ Road was designated as Estate (2 – 5 Ac./DU), due in large part because of its size – 27.7 acres. This opinion is based on adjacent larger parcels of land to the east and south were also designated as Estate because of their size. Adjoining parcels to the north and west were designated as Residential Medium Low (2 – 4 DU/Ac.) due to their smaller size and having already been developed as single-family home properties. Current County Zoning for the area is RSF-2 and RSF-4, Residential Single-Family 2 and 4 units/acre, which would be more in line with the requested Growth Plan designation of Residential Medium Low.

This property is also located within the Persigo 201 Sewer Service Boundary. As stated previously, the current Growth Plan was adopted in 1996. In 1998, however, the City and Mesa County entered into an Intergovernmental Agreement known as the Persigo Agreement. Section C, Implementation – Zoning – Master Plan, item #11 from this Agreement states that *“the parties agree that any property within the 201 should eventually develop at an urban level of density. For this agreement, residential lot sizes of two acres gross or larger are deemed to not be “urban” while smaller parcel or lot sizes are deemed to be “urban.”*” This item is also mentioned in the Redlands Area Plan (Page 32).

Current growth trends in the Grand Valley the past few years could not be taken into consideration when the Growth Plan was adopted in 1996 as there was no way to predict the current growth and development impacts in the area due to the current energy related boom.

Therefore, because of these three (3) issues, the Planning Commission felt that there was an error such that then existing facts, projects or trends were not entirely accounted for.

- b. Subsequent events have invalidated the original premises and findings;

There has been increased residential development and urban pressures both in and around the area of Tiara Rado Golf Course, and also the Redlands in general, since the current Growth Plan was adopted in 1996. This property is also within the Persigo 201 sewer service urban boundaries of the Redlands and has access to both water and sewer services (water is in E ½ Road and sewer would be extended from Highway 340 (Broadway)). Since this property is located within the Persigo 201 sewer service area boundary, urban development is encouraged to take advantage of this public infrastructure and to decrease urban sprawl which has taken place elsewhere in the Grand Valley in recent years. Furthermore, the Redlands Area Plan states in its policies that *“new development is encouraged to locate on land least suitable for productive agricultural use”* (Page 25). The Redlands Area Plan supersedes the Growth Plan.

The City of Grand Junction is currently in the process of developing a Comprehensive Plan. It is anticipated by the consultants that an additional 52,000 homes will be constructed within the Grand Valley, which would equate to a population increase of 120,000, will be required within the next 20 – 30 years in order to accommodate the proposed growth projections. These population projections are based on past and recent growth trends and State Demographer estimates. Therefore, existing areas within the urban growth boundary that are currently designated as larger lot, low density development will need to be evaluated for anticipated higher density development if adequate public facilities and infrastructure are present.

For these reasons, subsequent events have invalidated the original premises and findings.

- c. The character and/or condition of the area have changed enough that the amendment is acceptable and such changes were not anticipated and are not consistent with the plan;

The character and/or condition of the area has changed enough that the proposed amendment is acceptable. While it makes good planning sense to look at this property and the entire surrounding area as part of a larger master plan, the fact remains that this parcel is a large, free-standing parcel (27.7 acres) and can sustain development as a stand alone parcel. Public infrastructure is and will be available to this property once development occurs. Also, this property is adjacent on two (2) sides (north and west) with the requested Growth Plan designation of Residential Medium Low (2 – 4 DU/Ac.). It is reasonable to request a change to the Growth Plan to allow higher densities to take advantage of this public infrastructure and to develop the property at a density that would correspond with the adjacent residential growth plan designations.

As the applicant has stated in their General Project Report, the character of the area is one of transition and urbanization. The development of the existing area around Tiara Rado golf course, with smaller single family lots (less than ¼ acre in size) and also



multi-family dwellings indicates that this area would be appropriate for residential densities greater than 2 – 5 acre lot sizes as is now designated for the property.

- d. The change is consistent with the goals and policies of the Plan, including applicable special area, neighborhood and corridor plans;

The proposal is consistent with the goals and policies of the Growth Plan and Redlands Area Plan which promote an increase in densities and development on land not suitable for agricultural uses (Goal 22). This area is also in the Urban Growth Boundary which promotes areas of development that have adequate public facilities and thus better use of infrastructure (Goals 4 & 5 of the Growth Plan).

The Redlands Area Plan (Figure 8) does designate this property as having corrosive and expansive soil and rock. However, prior to any development being approved, a Geotechnical Report would be required that would need to address the suitability of the site for development and to determine any special design considerations.

Goal 15 of the Growth Plan is to achieve a mix of compatible housing styles and densities dispersed throughout the community. If the Growth Plan Amendment is approved, it would allow a mix of housing types and densities between two and four units/acre with the existing larger lot developments. The Redlands Area Plan also states that a goal of the Plan is to achieve a mix of compatible housing types and densities dispersed throughout the community (Page 85).

- e. Public and community facilities are adequate to serve the type and scope of the land use proposed;

Existing and proposed infrastructure facilities are adequate to serve the proposed residential development. New public facilities have been constructed in recent years that include a new fire station on Highway 340 (Broadway) and School District 51 has acquired property on Wildwood Drive for a proposed new high school located to the south of this property, along with recent improvements made to Redlands Middle School. The Monument Village Marketplace Shopping Center on Highway 340 (Broadway) has also made recent improvements by the addition of Ace Hardware and more retail/office spaces located within this Safeway shopping center development.

- f. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and

Much of the Residential Medium Low (2 – 4 DU/Ac.) designated lands have already been developed as single-family home properties leaving not much if any, vacant land with this land use designation. Therefore, it is reasonable to recognize that public

infrastructure is already in the area and properties that are currently undeveloped and have larger acreage to support increased densities, such as this, should be considered.

- g. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The community will benefit by increased densities in areas that already have adequate facilities and services rather than perpetuating sprawl to outlying areas, thus meeting the goals and policies of the Growth Plan and Redlands Area Plan. Upgraded utility services, such as sewer, will benefit both this development and adjacent properties.

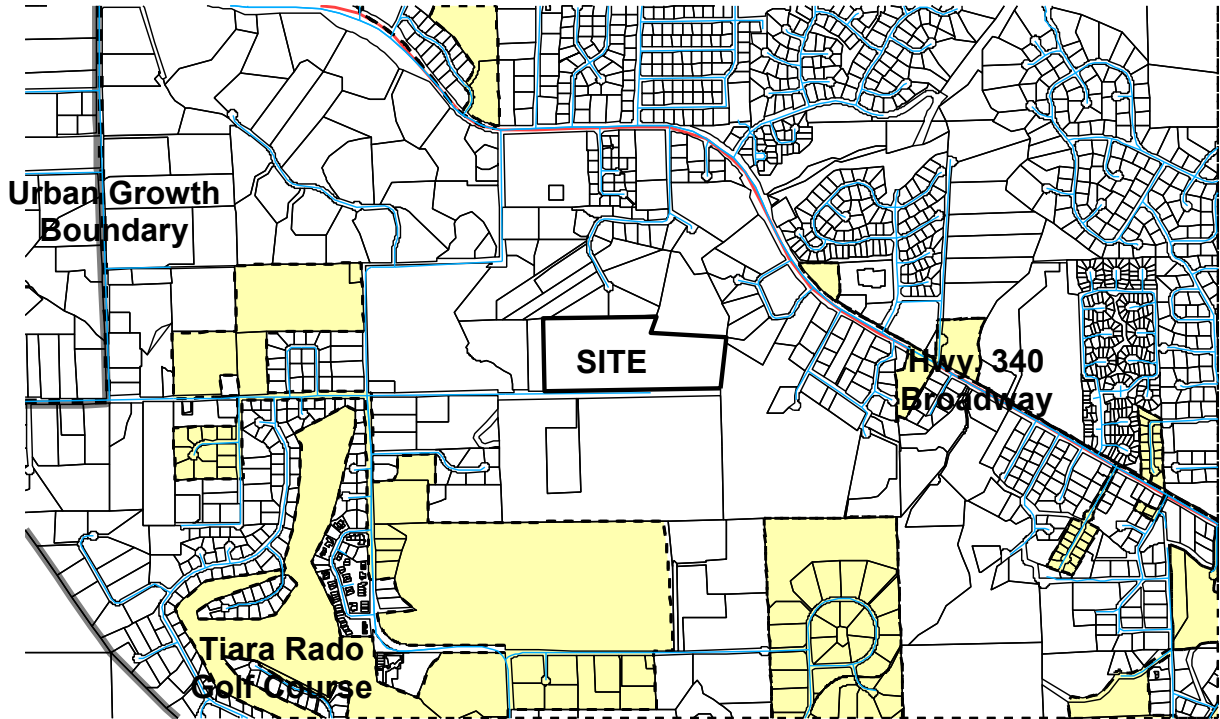
### **FINDINGS OF FACT/CONCLUSIONS**

After reviewing the Lime Kiln Creek Ranch application, GPA-2007-263 for a Growth Plan Amendment, the Planning Commission made the following findings of fact and conclusions:

3. The proposed amendment is consistent with the purpose and intent of the Growth Plan and Redlands Area Plan.
4. The review criteria in Section 2.5 C. of the Zoning and Development Code have all been met.

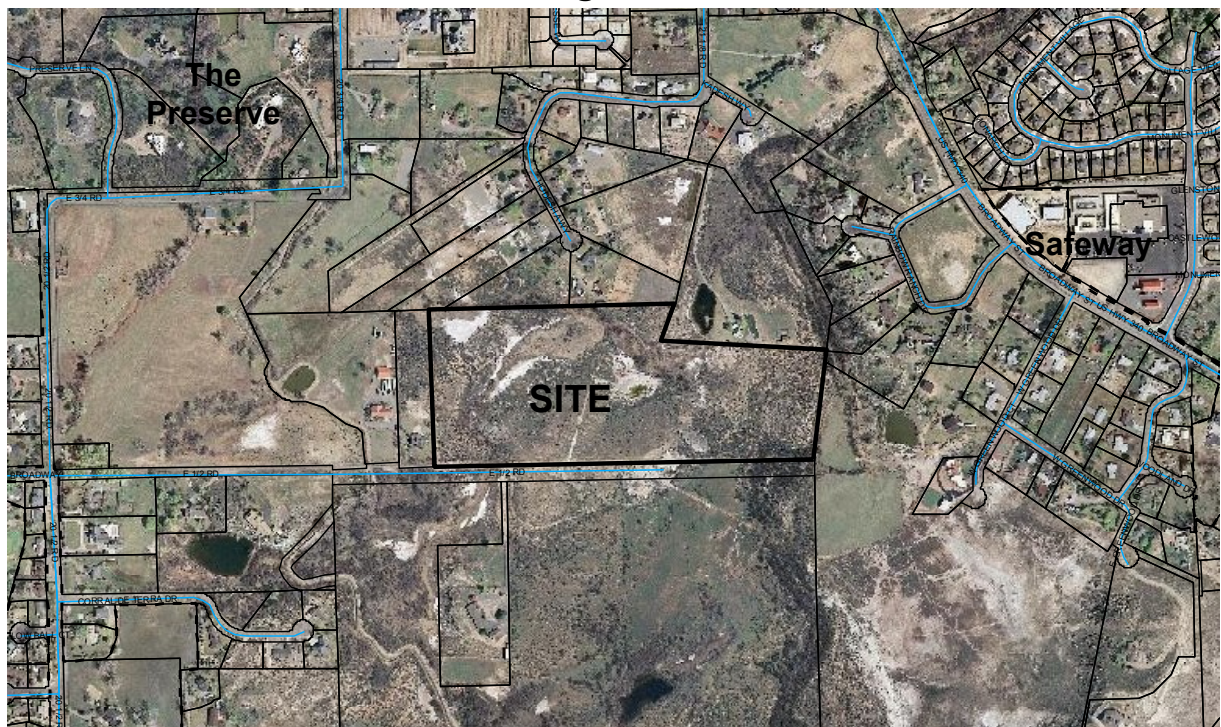
# Site Location Map – 2098 E ½ Road

Figure 1



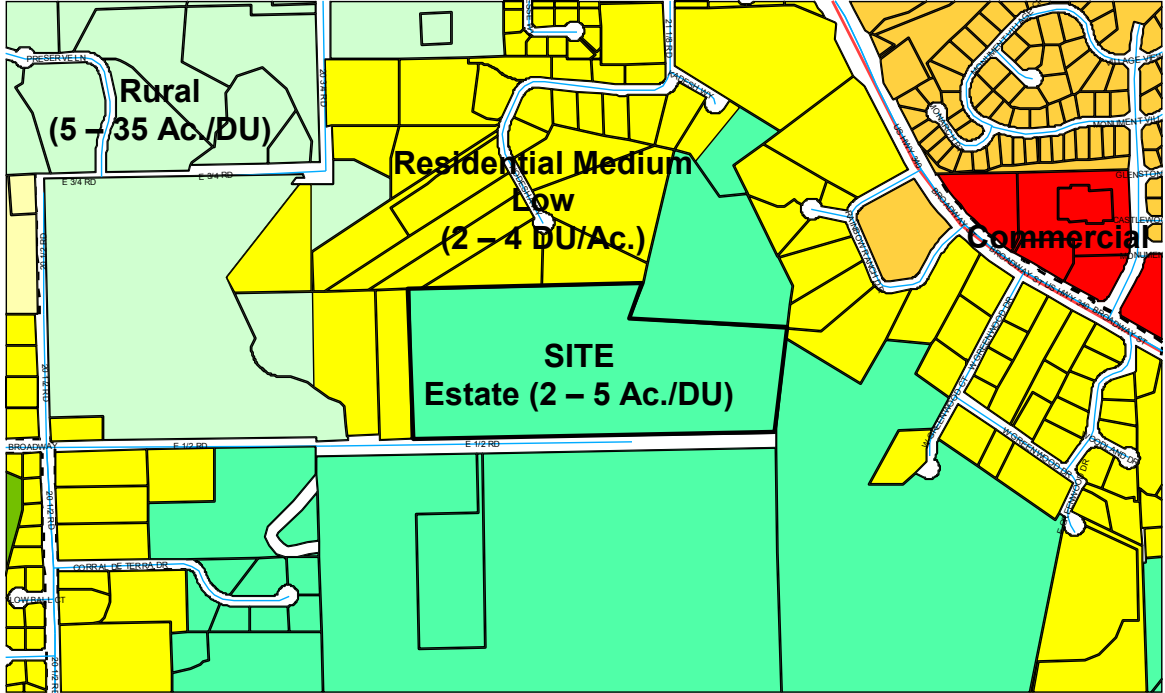
# Aerial Photo Map – 2098 E ½ Road

Figure 2



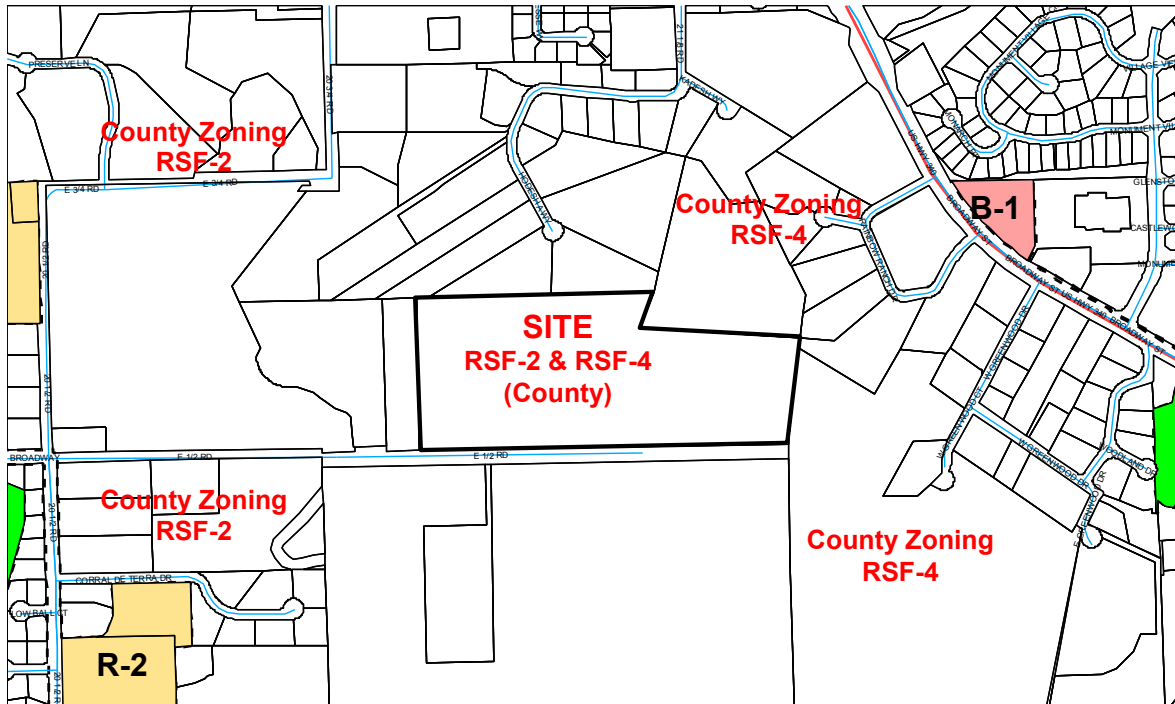
# Future Land Use Map – 2098 E ½ Road

Figure 3



## Existing City and County Zoning

Figure 4

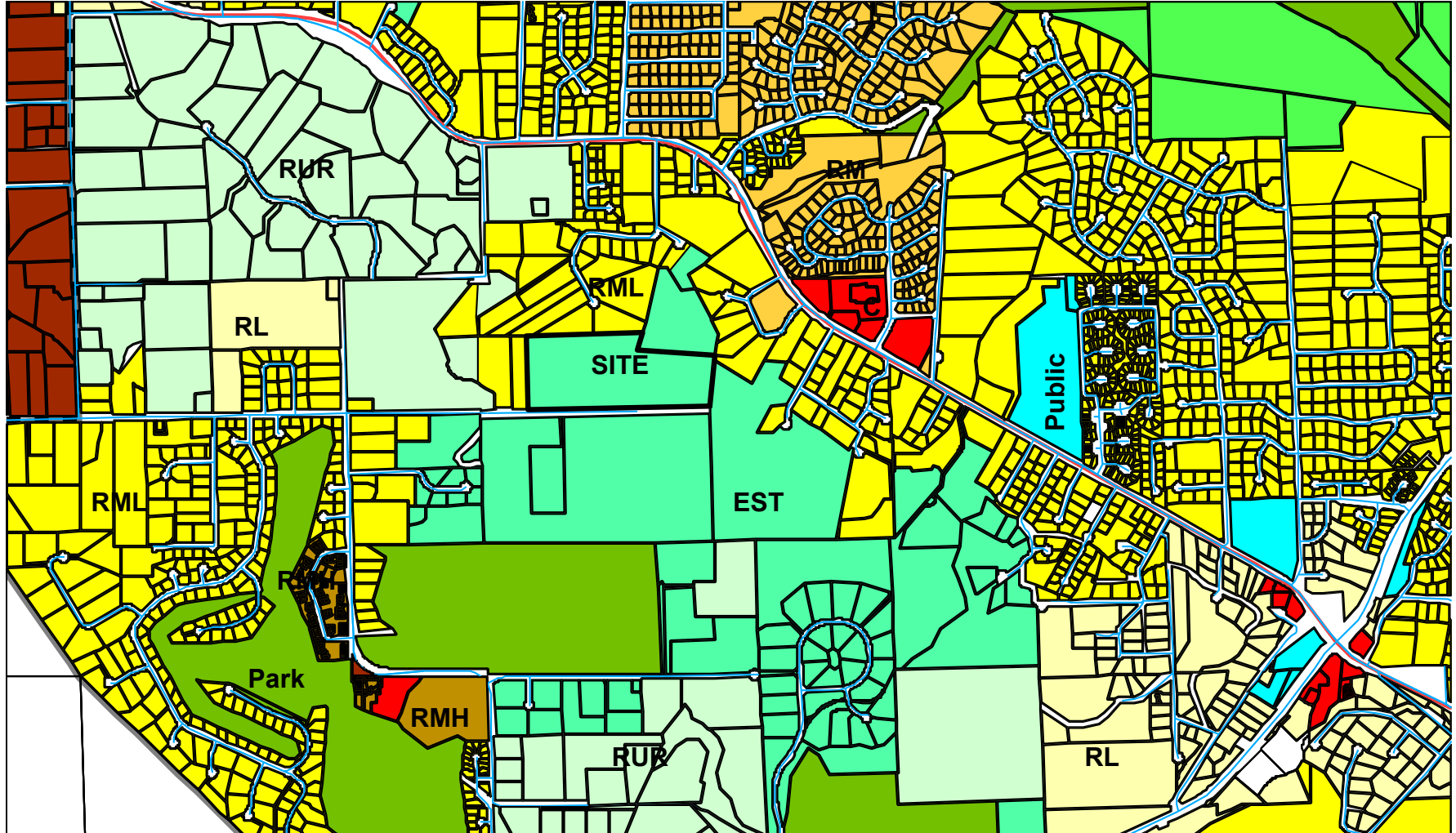


NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."



# Future Land Use Map

Figure 5





**GRAND JUNCTION PLANNING COMMISSION  
DECEMBER 11, 2007 MINUTES  
7:00 p.m. to 11:12 p.m.**

The regularly scheduled Planning Commission hearing was called to order at 7:00 p.m. by Chairman Dibble. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Dr. Paul A. Dibble (Chairman), Roland Cole (Vice-Chairman), Lynn Pavelka-Zarkesh, Reggie Wall, Tom Lowrey, William Putnam and Bill Pitts.

In attendance, representing the City's Public Works and Planning Department – Planning Division, were Dave Thornton (Principal Planner), Eric Hahn (Development Engineer), Lori Bowers (Senior Planner), Rick Dorris (Development Engineer) and Scott Peterson (Senior Planner).

Also present was Jamie Beard (Assistant City Attorney).

Lynn Singer was present to record the minutes.

There were 112 interested citizens present during the course of the hearing.

**4. GPA-2007-263 GROWTH PLAN AMENDMENT – Lime Kiln Creek Ranch**

**Request approval for a Growth Plan Amendment to change the Future Land Use Designation from Estate (2 – 5 ac/du) to Residential Medium Low (2 – 4 du/ac).**

**PETITIONER: Mac Cunningham – Cunningham Investments Company, Inc.**

**LOCATION: 2098 E ½ Road**

**STAFF: Scott Peterson, Senior Planner**

**STAFF'S PRESENTATION**

Scott Peterson, Senior Planner, Public Works and Planning Department, gave a PowerPoint presentation of the request for a Growth Plan Amendment for property located at 2098 E ½ Road. The request is from the Estate designation to Residential Medium Low. He stated that the proposed GPA request is located northeast of the Tiara Rado Golf Course; east of 20½ Road; and south of Broadway, Highway 340. Mr. Peterson stated that the total acreage for this property is slightly less than 28 acres. He further stated that there has been increased residential development and urban



pressures, both in and around the Tiara Rado Golf Course and also the Redlands in general since adoption of the current Growth Plan in 1996. He said that this property is within the 201 Persigo Sewer Service Urban Boundaries and has access to both water and sewer services. According to the Redlands Area Plan, new development is encouraged to locate on land least suitable for agricultural use. He further stated that the Redlands Area Plan supersedes the current Growth Plan. Mr. Peterson said that currently the parcel is vacant and is surrounded by single-family residential properties of various sizes. Existing and proposed infrastructure facilities are adequate to serve the proposed residential development. Mr. Peterson stated that it is anticipated that an additional 52,000 homes within the Grand Valley will be required within the next 20 to 30 years to accommodate the proposed growth projections. As a result, existing areas within the urban growth boundary that are currently designated as larger lot, lower density development will need to be evaluated for anticipated higher density development with adequate public facilities and infrastructure. According to the applicant's general project report, the character of the area is one of transition and urbanization. Mr. Peterson said that current County zoning for the area is RSF-2 and RSF-4. He added that it is reasonable to request a change in the Growth Plan to allow for higher densities to take advantage of public infrastructure and develop the property at a density that would correspond with the adjacent residential growth plan designations as are currently on two sides of the property. He added that the proposal is consistent with the goals and policies of the Growth Plan and also the Redlands Area Plan which promotes an increase in densities and development on land not suitable for agricultural use. He added that it is reasonable to recognize that public infrastructure is already in the area and properties that are currently undeveloped and have larger acreage to support increased densities should be considered. He also stated that he feels the community benefit by increasing densities in this area that already have adequate facilities and services rather than perpetuating sprawl to outlying areas meets the goals and policies of the Growth Plan and also the Redlands Area Plan. Also updated utility services such as sewer will benefit both this development as well as adjacent properties. Therefore, staff found that the requested Growth Plan Amendment is consistent with the purpose and intent of the Growth Plan and Redlands Area Plan and that the pertinent review criteria of the Zoning and Development Code have been met.

### **QUESTIONS**

Commissioner Putnam asked what the zoning of the property to the south is. Mr. Peterson stated that it is split zone between RSF-2 and RSF-4.

Chairman Dibble asked if the property has been annexed into the City. Scott Peterson said that City Council took land use jurisdiction at a recent meeting with a final determination on annexation coming up in January.

Commissioner Lowrey asked if the Growth Plan could be in error because of the growth since 1996. Mr. Peterson said that he does not think the Growth Plan was in error when it was adopted in 1996; however, conditions have changed in the past 11+ years.

### **PETITIONER'S PRESENTATION**

Mac Cunningham thanked the Commission for considering the Growth Plan Amendment. He also said that they appreciate staff's recommendation for approval and their determination that all criteria necessary for approval have been met. He stated that applicant would be pursuing any future land use issues on this property in full compliance with the City's existing Codes and regulations. He advised that a major public misconception exists – this property has been zoned 2 to 4 homes per acre since 1961. The County had recently confirmed this zoning. He said that through the Growth Plan Amendment the underlying zoning should be respected as originally anticipated in the Persigo Agreement. He stated that relative to the surrounding Growth Plan designations, this property abuts Residential Medium Low on three sides. He suggested that the Redlands Area Plan is the primary document to gauge consistency of any amendment request. Mr. Cunningham stated that based on staff's findings of error relative to the original Growth Plan designation, they believe error does exist particularly in light of the 1998 Persigo Agreement and the 2002 Redlands Area Plan, both of which call for urban levels of density for this property. Furthermore, he said that given the current growth trends and needs of the community, an error in this property's designation exists. With regard to the earlier question raised regarding the split zoning, Mr. Cunningham said that it is because it is a section line.

### **PUBLIC COMMENT**

#### **For:**

Don Pettygrove (8 Moselle Court) stated that the intent of the 201 boundary is that anything within the boundary should be at urban densities, and, therefore, the Estate zoning would be an error.

Steve Kessler said that he feels that there are issues of affordability to the community as well as spreading the growth and that the community would need to be considered next.

Paul Nelson spoke in favor of the Growth Plan Amendment. He further stated that the plan for this land is responsive to both the Growth Plan and the marketplace. He urged the Commission to approve the Growth Plan Amendment because it is in character with the neighborhood and represents intelligent use of a very finite resource, the land of Mesa County.

Matt Mayer said that while understanding the concerns of most of the people regarding this development, he believes there is a fundamental issue of fairness at stake. He further stated that he believes the plan as presented is consistent with the Redlands

Area Plan and the Growth Plan and also urged the Commission to approve the amendment.

Richard Innis said that the negatives that people have can be cured with good multiple unit density. Also, traffic can be simplified with the planned unit development.

Ken Scissors (2073 Corral de Terra) said that he was led to believe that the Growth Plan is the Growth Plan and the zoning is the zoning. He said that he is partly in favor of the amendment and partly against the development. He said that his concern is that the site looks like an island of high density surrounded by low density and the actual high density is more on the highway and in the area around the golf course. In general, he said that if changes are to be made to the Growth Plan, they should be done in a comprehensive sense.

Ed Ehlers said that he was in favor of the project and agreed that land needs to be used wisely.

**Against:**

Dave Brown stated that he does not believe the existing roads can handle any more density than there is right now. He said that the infrastructure will not support the proposed density and urged the denial of the amendment.

Fred Aldrich, attorney, (601A 28 1/4 Road) spoke on behalf of at least three property owners (Mike and Karen Anton; Paul Brown; and Steve Voytilla) as to certain specific issues. He addressed the effect of the Persigo Agreement and the 2002 Redlands Area Plan. He said that the Redlands Plan provides the foundation to refute what the applicant is seeking to do. He said that the plan was specifically adopted to overlay the existing zoning and future development was taken into account. Mr. Aldrich stated that the concept that there is a fundamental error in the Growth Plan is absolutely not true.

Colleen Scissors said that if approved, neighboring landowners will be requesting an amendment to their properties which will have a dramatic effect on this area. She said that the area should keep the rural character.

Lewis Levington commented that he has concerns with traffic, roads, egress and ingress in the area. He stated that with all of the proposed and anticipated future development there will be a lot of infrastructure problems to deal with.

Janet Winnig (1991½ South Broadway) asked who is going to pay for the needed infrastructure and if that infrastructure will be in place before beginning any development. She also asked if schooling issues have been considered.

Rod Asbury said that he represents the homeowners' association located behind the Safeway area. He stated that they are concerned with infrastructure and, more particularly, traffic, water and schooling.

Mike Anton said that neither the Growth Plan nor the Redlands Area Plan is in error. He said that if this goes through, there will be many problems with sewer, school and traffic. He urged the Commission to stay consistent with the Growth Plan, the Redlands Area Plan and what the neighbors are asking for.

Tom Fee (2082 E½ Road) said that he does not see where high density fits into the character of the neighborhood.

Chad Dragel (2113 Hodesha Way) said that there are two streams on this property which takes away from buildable property.

Kelly Doshier stated that she is concerned with the Growth Plan Amendment. She said that she was confused as to what is the controlling document – the Growth Plan, the Redlands Area Plan, Urban Plan, 201 Plan. She further said that she disagrees with the amendment and doesn't think it is consistent with the character of the neighborhood.

Paul Brown (2067 E½ Road) stated that Mr. Cunningham is on record testifying against an adjacent rezone.

Patricia Reeves Millias (445 Wildwood Drive) expressed concern with traffic on South Broadway specifically. She also asked what the next step is if this is approved.

Andrea Tanner (2084 Hodesha Court) begged the Commission not to change the character of the neighborhood.

Paula Armstrong (2133 Village Circle Court) stated that she hopes drainage water which comes down Lime Kiln Creek will be taken into consideration. Ms. Armstrong read a portion of the City's Mission Statement.

Carol Kissinger, president of the Seasons HOA, stated that they would like to see the density stay where it is at.

Robert Johnson (583 20 Road) said that he feels betrayed with the rezoning.

Steve Voytilla (2099 Desert Hill Road) said that the proposed development is not compatible with the surrounding density. He stated that he does not believe there is a need for high density development.

Janet Bolton stated that this property is a wildlife sanctuary and the proposed density will change the Redlands forever. She urged the Commission to deny the amendment.

### **PETITIONER'S REBUTTAL**

Mac Cunningham reiterated that there are significant misconceptions, such as the zoning on this property is 2 to 4 homes per acre. He stated that he too shares many of the same concerns regarding traffic and drainage as many others do. He stated that the underlying zoning was of great concern when the County Commissioners allowed the Persigo Agreement to move forward and annexation to be forced on property owners. Mr. Cunningham stated that the purpose is to move forward to eventually developing this property at residential development densities that are appropriate for the overall area. He said that the current growth patterns clearly trump the original Growth Plan.

### **STAFF'S REBUTTAL**

Scott Peterson stated that the developer pays for development and whoever develops a subdivision pays for the infrastructure to include water, sewer and streets.

### **QUESTIONS**

Chairman Dibble asked about major arterials which are outside of the development itself. Scott Peterson said that TCP fees pay for upgrades to the road system.

### **STAFF'S REBUTTAL**

Scott Peterson stated that the Commission would make recommendation to City Council and the public would then have an opportunity to speak on this issue when it would proceed to City Council meeting. If City Council approved the proposed Growth Plan Amendment, the applicant would need to request a zoning designation. If the Growth Plan was approved, the zoning designation would either be an R-2 designation or an R-4 designation.

### **QUESTIONS**

Commissioner Lowrey asked if there would be interconnectivity onto Broadway. Mr. Cunningham stated that E½ Road was always a half road in the county plan. There are right-of-ways that exist up to 20-1/4 Road going to the west. Also, any development application coming forward would have to consider that plus any infrastructure requirements or improvements that may relate to future development.

### **STAFF'S REBUTTAL**

Scott Peterson stated that upon annexation and development, the appropriate amount of right-of-way would have to be dedicated to meet City standards.

### **DISCUSSION**

Commissioner Pitts stated that he believes a Growth Plan Amendment is an infringement on a way of life that was created by the zoning that was currently there

and believes that space needs to be retained. He stated that he is not in favor of the proposal.

Commissioner Putnam said that both the Persigo Agreement and the Redlands Area Plan designate property within the urban growth boundary to be at an urban density. He said that the primary issue appears to be density. He further stated that he thinks there is adequate evidence to indicate that there needs to be more density all throughout the valley. Therefore, he said that he is prepared to support this proposition.

Commissioner Cole stated that the Growth Plan is simply that – a plan. He also stated that the Persigo Agreement addresses urban density and distribution of costs of infrastructure. Furthermore, he believes the proposal meets the criteria and would be in favor of approving it.

Commissioner Lowrey stated that he has concluded that the Growth Plan does not work as it was developed at a time when people did not project the growth that the area is experiencing. He stated that he was in favor of the Growth Plan Amendment.

Commissioner Wall stated that he believes the Growth Plan does work. He stated that he thinks this Growth Plan Amendment makes sense and would approve it.

Commissioner Pavelka-Zarkesh added that in order to preserve the farming areas, the orchards, some environmentally sensitive areas along the riverfront, and areas that have the infrastructure need to be taken advantage of and she would be in favor of this development.

Chairman Dibble stated that he believes the growth has outgrown the Growth Plan. He also stated that this development, by definition, is not high density. He stated that there have been subsequent events in the Growth Plan to warrant a Growth Plan Amendment.

**MOTION: (Commissioner Lowrey) “Mr. Chairman, on item GPA-2007-263, Lime Kiln Creek Ranch Growth Plan Amendment, I move that we forward a recommendation of approval of the amendment from Estate (2 – 5 Ac./DU) to Residential Medium Low (2 – 4 DU/Ac.) with the findings and conclusions as identified in the City Staff Report.”**

Commissioner Cole seconded the motion. A vote was called and the motion passed by a vote of 6 – 1 with Commissioner Pitts opposed.

Chairman Dibble announced that after the 1<sup>st</sup> of the year, meetings will begin at 6:00 p.m. With no objection and no further business, the public hearing was adjourned at 11:12 p.m.

LIME KILN CREEK RANCH  
Annexation / Growth Plan Amendment  
August 30, 2007  
General Project Report

**Overview**

The Applicant is requesting that a parcel of land which was designated in the 1996 Growth Plan as Estate be redesignated Residential Medium Low through a Growth Plan Amendment. This application is being filed concurrent with an annexation request on the parcel which is located at 2098 E ½ Road and is approximately 27.78 acres in size.

**A. Project Description**

1. Location

The property is located at 2098 E ½ Road, east and north of the Tiara Rado Golf Course on the Redlands. Lime Kiln Creek flows by the property on the east. State Highway 340 (Broadway) is north and east of this property, South Broadway is to the south and west of this parcel, and the Safeway commercial center is located north of the property across State Highway 340.

2. Acreage

The proposed amendment consists of one parcel approximately 27.78 acres in size.

3. Proposed Use

The proposed use is a residential community consistent with this Growth Plan Amendment request.

**B. Public Benefit**

The public benefit of this proposed Growth Plan Amendment will result in a carefully planned residential community. Such a development will; (a) meet the intent of the Growth Plan, the Persigo Agreement and the Redlands Area Plan; (b) meet the City's development standards and requirements; (c) provide for future vehicular and pedestrian connections as originally anticipated by the County; and, (d) provide recreational facilities that will be dedicated to the City for public use, including amenities for residents and neighbors such as neighborhood parks plus trails and open space. Specific public benefits include:

- Neighborhood parks;
- The upgrade of E ½ Road with the potential of joining the west upper Redlands to Highway 340 and the Safeway commercial center;
- Provide connections to existing and future Redlands trails;
- Sewer Improvements (on and offsite) that will benefit both the project and surrounding neighbors;
- Resolution of off-site drainage issues by accommodating drainage from the surrounding areas;
- Eradication of tamarisk and other invasive vegetation in parts of the 100 year flood plain;
- Utilization and upgrading existing City services and area utilities, which will benefit both the subject property and surrounding neighborhoods;
- Quality housing which is in short supply;
- Master planned infill development which will allow for a distinct neighborhood of carefully controlled landscape and building architecture.

### **C. Neighborhood Meeting**

A neighborhood meeting was held on August 16, 2007 at the Redlands Community Center. Attendance was approximately 60 people. Sign up sheets and minutes from the meeting are attached.

### **D. Project Compliance, Compatibility and Impact**

#### 1. Adopted Plans and/or Policies:

The following policies from the 1996 Growth Plan support this request:

#### Growth Plan

- (a) Policy 3.1: “The City and County will continue to implement and clarify the “Intergovernmental Agreement Between the City of Grand Junction and Mesa County Relating to City Growth and Joint Policy Making for the Persigo Sewer System” (The



Persigo Agreement) to promote consistent application and implementation of the Joint Plan.” (Emphasis added)

Response:

Please see the discussion below regarding the Growth Plan Amendment based upon, (i) the conflict between the existing 1996 Estate Plan Designation, and the 1998 Persigo Agreement and subsequent 2002 Redlands Area Plan, (ii) policies encouraging urban development within the Persigo 201 area, (iii) definitions in the Agreement, and (iv) precedence set by recent rulings of the City regarding local area parcels.

The requested Plan designation of Residential Medium Low will allow the same density as the existing County zoning of RSF-2 and RSF-4. The County reconfirmed this zoning on the property in 2007.

- (b) Policy 4.1: “The City and County will place different priorities on growth, depending on where proposed growth is located within the Joint Planning Area, as shown in Exhibit V.3. The City and County will limit urban development in the Joint Planning Area to locations within the Urban Growth Boundary with adequate public facilities as defined in the City and County Codes.

Response:

The Growth Plan defines “urban development” as including residential development on lots smaller than two acres. The site of the requested Plan Amendment is inside the Urban Growth Boundary. The 1996 Growth Plan “Estates” designation, which establishes minimum lot sizes of 2 acres, is in conflict with this definition. The subject property has all required facilities readily available on-site including; water, gas, electricity and telephone. Appropriate routes for connecting to sewer service, existing fire protection, schools and roads have previously been identified by the City.

- (c) Policy 4.4: “The City and County will ensure that water and sanitary sewer systems are designed and constructed with adequate capacity to serve proposed development.”

Response:

While this will be further defined during a development plan application, water service currently exists on the site with

more than adequate capacity to serve the maximum density provided for in the requested Residential Medium Low land use designation.

As previously stated, the City has designed a sewer system extension for the areas north and east of this property which would (a) accommodate the service needs anticipated in this Application; (b) solve multiple area sanitary issues including aged septic systems in surrounding neighborhoods; (c) provide for future connections to change the existing forced main pump system servicing over 550 homes located to the south of the subject property into a gravity fed system.

- (d) Policy 5.2: "The City and County will encourage development that uses existing facilities and is compatible with existing development."

Response:

Water, gas, electricity and telephone service already exists to and through the property. Access to commercial and public safety facilities is nearby.

The requested designation is also consistent with existing County zoning, as well as surrounding residential Growth Plan designations. Though the area has a mix of Growth Plan designations including Rural, Estate, Park, Commercial, Residential Medium Low and Residential Medium High, properties directly adjacent to this property on the north, east and west are designated Residential Medium Low. This request mirrors these adjacent Growth Plan designations, existing County zoning, as well as nearby residential development located north, west, south and east of the parcel.

- (e) Policy 5.3: "The City and County may accommodate extensions of public facilities to serve development that is adjacent to existing facilities. Development in areas which have adequate public facilities in place or which provide needed connections of facilities between urban development areas will be encouraged."

Response:

Regarding the subject property, all adequate public facilities except sewer exist on the property.

The property also has sufficient water rights to service all of its irrigation needs without the use of water from Lime Kiln Creek.

Previous sewer designs by the City have indicated a preferred connection to the north connecting with constructed sewer lines adjacent to Highway 340, in order to: (1) avoid the need for pump stations, (2) allow the removal of existing older septic systems to the north and east of the property and (3) allow the connection of the existing forced main system located south of this property. Future development of this property will allow for construction of sewer lines that meet all of these goals.

Development of this property will also assist in solving historic drainage issues emanating from the Tiara Rado Golf Course, Lime Kiln Creek and the adjacent south and westerly parcels. Such solutions will be accomplished through the design and construction of a planned community on the subject property.

- (f) Policy 11.1: "The City and County will promote compatibility between adjacent land uses by addressing traffic, noise, lighting, height/bulk differences, and other sources of incompatibility through the use of physical separation, buffering, screening and other techniques."

Response:

While specific development plans are not considered during the Amendment process, any plan for development will include design elements addressing compatibility such as: trails and open space / landscape buffers to adjacent properties through creative site design. Additional enhancements will include low intensity street and house lighting, pedestrian and bicycle trails, ponds, creeks, significant open space and parks, street and lot landscaping, as well as strict architectural design, materials and lighting covenants.

- (g) Policy 15.1: "The City and County will encourage the development of residential projects that compatibly integrate a mix of housing types and densities with desired amenities."

Response:

This applicant's application provides the opportunity to master plan a large area within the Urban Growth Boundary

utilizing the parameters of the Residential Medium Low plan designation. The Growth Plan notes that this designation is primarily for the development of detached single family homes but allows for "alternative" residential development including single family attached, townhomes and multi-family units when permitted through a Planned Development process.

Existing Zoning:

In 1961, the County zoned this property RSF-2 and RSF-4. Pursuant to the 1998 Persigo Agreement, the City has the option upon annexation of zoning the property consistent with the underlying County zoning. The City has always desired consistency between City and County zoning. We are requesting a Growth Plan Amendment that respects and reconfirms this existing zoning and therefore maintains the City's goal of consistency of zoning.

Redlands Area Plan:

The Redlands Area Plan was adopted by the City and County on March 26, 2002 as an amendment to the 1996 Growth Plan. This amendment was negotiated and executed by both the City Council and County Planning Commission. It expands on and in some cases supercedes the goals and policies of the Growth Plan. The Redlands Plan is the primary document to gauge consistency of any development plan or amendment request. The following goals and policies from the Redlands Area Plan support this Growth Plan Amendment request:

General Services Policies:

"Provide an urban level of services, all utility, solid waste, drainage and emergency response services to all properties located within the urban boundaries on the Redlands and a rural level of services to properties outside of urban areas." (i.e. the Urban Growth Boundary).

"Design and construct water and sanitary sewer systems with adequate capacity to serve future populations."

Response:

The subject property is located within the Urban Growth Boundary as identified in the 1996 Growth Plan, the 1998 Persigo Agreement, and the 2002 Redlands Area Plan. Urban services already exist on the property and/or in the surrounding area including schools, fire protection,

roadways, a commercial center, sewer, water, gas, electricity and telephone. All of the utilities but sewer are available on site today.

Any development of this property will provide utilities and services for the future residents of this property and also for existing and subsequent surrounding neighborhoods. Such upgrades could include connection to a new sewer line thus allowing:

1. Removal of the neighbors' aging septic systems; and,
2. The future connection of over 500 homes to this system by converting a forced main pump station to a gravity fed system.

Community Image / Character Policies:

"Achieve high quality development on the Redlands in terms of public improvements, site planning and architectural design."

Response:

This property provides an opportunity within the Redlands to master plan a larger area, thus providing the opportunity to integrate trails, open space, parks and vehicular circulation within this residential development. Such a development plan would also provide consistent, high quality landscape, low intensity lighting, lot and vertical architecture, and restrictive covenants throughout any development.

The applicant will commit to providing high quality and stringent architectural (landscape, lighting and home design and construction materials) control in all aspects of any development.

Land Use / Growth Management Policies:

"New development is encouraged to locate on land least suitable for productive agricultural use."

Response

This property is not conducive to agricultural use due to its topography and location. It is surrounded by either developed or developing land that is planned for urban level residential development.

Property located at 2076 Ferree, located approximately ½ mile from this property, was recently approved for an identical Growth Plan Amendment request, i.e. Estate to Residential Medium Low, 2-4 units per acre (2076 Ferree Drive). One of the staff findings that supported the Ferree Growth Plan Amendment request stated:

“The Redlands Area Plan states in its policies that new development is encouraged to locate on land least suitable for productive agricultural use. This existing property is surrounded by single family residential development.”

Using this justification, the request to amend the Plan for the subject property can also be found to meet this criteria based on adjacent subdivisions and Persigo/Redlands Area Plan designations for future urban development.

“The City and County will place different priorities on growth, depending on where proposed growth is located within the Joint Planning Area, as shown in Exhibit V.3. The City and County will limit urban development in the Joint Planning Area to locations within the Urban Growth Boundary with adequate public facilities as defined in the City and County Codes.”

Response:

The Redlands Area Plan definition of “urban development” for residential development is identical to the Growth Plan and the Persigo Agreement, i.e., residential development on lots smaller than two acres each.

The property contained in this request lies within the Urban Growth Boundary. The existing Estates designation, which establishes minimum lot sizes of between 2 and 5 acres, is in direct conflict with this definition and also in conflict with the County zoning on this property.

This site has all required facilities readily available on or to the property including water, electricity, gas and telephone. Appropriate routes for connecting to major vehicular thoroughfares, fire protection, schools commercial services, and sewer, having previously been identified and designed by the City and County.

Parks, Recreation and Open Space Policies:

“Develop and maintain an interconnected system of neighborhood and community parks, trails and other recreational facilities throughout the urban area.”

Response:

Any development of the property will include construction of public open space along Lime Kiln Creek on the east end of the property. Further, any development plan will allow for connections to the existing, planned and future trails. Such development would also provide community facilities within the property boundaries.

Housing Policies:

“The City and County shall encourage the development of residential projects that compatibly integrate a mix of housing types and densities with desired amenities.”

Response:

Consistent with the existing RSF-2 and RSF-4 zoning, as well as the provisions of the Growth Plan, amending the Growth Plan to Residential Medium Low will allow a mixture of housing types adjacent to public parks, etc. through the development review process.

Persigo Agreement:

“The Intergovernmental Agreement Between The City of Grand Junction and Mesa County Relating To City Growth And Joint Policy Making for the Persigo Sewer System”, commonly called the Persigo Agreement, was approved by the City of Grand Junction and Mesa County in 1998. Paragraph 12 below supports this Application for a Growth Plan Amendment by the definition of “urban” which is consistent with both the 1996 Growth Plan and the 2002 Redlands Area Plan (i.e. lot sizes less than 2 acres each). The Persigo Agreement further states that properties within the Persigo 201 area should develop at urban levels of density.

Persigo Definition of Urban:

Paragraph 12 of the 1998 Persigo Agreement states: “To maintain the integrity of the Master Plan and the implementation of it, and for other reasons, the parties agree that any property within the 201 should eventually develop at an urban level of density. For this agreement, residential lot sizes of two acres gross or larger are

deemed not to be “urban” while smaller parcel or lot sizes are deemed to be “urban.” (Emphasis added)

Based on this language, the existing Growth Plan designation of Estate (which requires lot sizes between 2 and 5 acres), is in conflict with the Persigo Agreement and the Redlands Area Plan, thus supporting this requested Growth Plan Amendment.

The 1996 Growth Plan designation is also in conflict with the historical 1961 County zoning of RSF-2 and RSF-4. This zoning was recently reconfirmed by the County review process in 2007.

2. Land Use in the Surrounding Area:

Uses to the west and southwest include the Tiara Rado Golf Course and residential development ranging from multifamily at 12 units per acre to large lot single family parcels. Many of the constructed developments are designated Residential Medium High, at 8 to 12 units per acre and Residential Medium Low, at 2 to 4 units per acre. Therefore, this Amendment request is consistent with the other area Growth Plan designations.

To the immediate north, a portion of the current land uses are residential lots between approximately 1.5 and 2.5 acres in size. Note that many of these same properties are designated in the Growth Plan as Residential Medium Low, the same designation as requested by this Growth Plan Amendment. Nearby subdivisions across Highway 340 to the north and east have been developed at densities equal to or greater than this Application request.

Current development to the east of the property includes completed residential lots, flood plain, steep topography and vacant land. Further, east and north is the only commercial center in the upper Redlands, the Safeway Center.

To the south, uses include vacant land, multifamily and single family as well as the Tiara Rado driving range and golf course. The parcel at the corner of South Broadway and Desert Hills Road has recently been approved for development at 4 units per acre. The remainder of the Seasons development has an average density of approximately 6.5 units per acre which is significantly higher than this request.

3. Site access and traffic patterns:

The subject property is adjacent to and accessed from E ½ Road via South Broadway. Future direct connection to Highway 340 is preserved, and will occur as development occurs to the east.



4. Availability of Utilities:

An 8 inch water line is available on site and is provided by Ute Water at a capacity far exceeding any future needs of the Applicant. Electricity, gas and telephone are also on site. While sewer service exists to the west, it is anticipated that the Property will connect sewer by going north to existing service near Highway 340. The nearest fire hydrant is located at the corner of E ½ Road and South Broadway.

5. Special or unusual demands on utilities:

None

6. Effects on public facilities:

The addition of residential units will have the normal impacts on all public facilities which will be documented and mitigated through the City's development review process.

7. Site soils and geology:

No unusual soils conditions or geologic hazards exist on this property.

8. Impact of project on site geology and geological hazards:

No geologic hazards exist on this .

9. Hours of operation:

N/A

10. Number of employees:

N/A

11. Signage plans:

Not applicable to a Growth Plan Amendment request. However, any future residential development will have project identification and directional signage pursuant to requirements of City Code.

12. Zoning and Development Code review criteria:

*Annexation*

The review criteria for annexation are contained in Section 2.14.C of the Zoning and Development Code:

Approval Criteria. The application shall meet all applicable statutory and City administrative requirements.

Statutory requirements are contained in the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105, C.R.S. This annexation request meets these requirements as follows:

- 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.

*Zone of Annexation*

The applicant is requesting a zone of annexation of R-4, Residential Single Family – 4. This district allows a maximum density of 4 units per acre, consistent with the requested Growth Plan Amendment request.

Section 2.14.F states that property annexed to the City will be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan and the criteria set forth in Sections 2.6.A.3 and 4:

**Approval Criteria.** In order to maintain internal consistency between this Code and the Zoning Maps, map amendments must only occur if:

- 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 polices, the requirements of this Code and other City regulations;

The proposed zoning of R-4 is compatible with the planned density of the surrounding area with a Growth Plan designation of Residential Medium Low, 2-4 units per acre. As noted previously, this project meets the goals and policies of the Growth Plan, the Persigo Agreement and Redlands Area Plan.

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.

All public facilities will have to be planned prior to approval of a development plan. The provision of the project infrastructure will be designed and accepted by the City prior to subdivision approval. Actual impacts of any development will occur after these approvals have been granted.

#### *Growth Plan Amendment*

The review criteria for a Growth Plan Amendment are contained in Section 2.5.C of the Zoning and Development Code:

- (a) "The City and County shall amend the Growth Plan, neighborhood plans, corridor plans, and area plans if the amendment is consistent with the purpose and intent of the Growth Plan, and if:"

#### Response:

The 1996 Growth Plan, as later defined by the 1998 Persigo Agreement and amended by the 2002 Redlands Area Plan, identifies the urban area which includes this Property. "Urban" is defined as residential lots smaller than 2 acres per unit. The 1996 designation of Estate is in conflict with and cannot be developed under the 1998 Persigo Agreement or the 2002 Redland Area Plan.

In addition, as noted above, this requested Amendment meets numerous policies and intent statements contained in the above documents.

- (b) "There was an error such that then existing facts, projects, or trends that were reasonably foreseeable were not accounted for; or,"

#### Response:

There is a basis for finding an error in the 1996 Growth Plan designation for this Property. We believe that any of the following apply:

- Such a designation was inconsistent with the underlying County zoning. The City has always desired consistency in such matters.
- Current growth patterns and housing trends were not accounted for when the Growth Plan was adopted in 1996.
- The Plan area established in 1998 by the Persigo Agreement, and as reconfirmed in the subsequent 2002 Redlands Area Plan, designates that this property shall be developed at urban density.
- Within the Growth Plan area there is little remaining developable land as a percentage of the entire Plan area serviced by existing infrastructure, a condition which was not accounted for in 1996.

(c) "Subsequent events have invalidated the original premises and finding;"

Response:

In this case, both the Persigo Agreement (1998) and the Redlands Area Plan (2002) were adopted subsequent to the 1996 Growth Plan. Policies state that all properties within the 201 urban area are to be developed at urban levels.

These policy statements confirm that the "Estate" designation, which requires lot sizes larger than the defined Urban density, is in conflict with the intent of the Growth Plan.

For example:

A. In 2006, a Growth Plan Consistency determination was made by the City Council regarding a nearby property (Fairway Villas). City Council determined that the prior 1996 Growth Plan designation for the site was inconsistent with the Plan's intent and that a single family residential development of 4 dwelling units per acre was an appropriate use of the property (this is the last phase of the Seasons).

B. Additionally, a recent Growth Plan amendment was approved for property almost identical to this request.

14

Located at 2076 Ferree Drive, the characteristics of that property reflect the same characteristics of the subject property:

Size of property: The applicant's Property is approximately 28 acres in size, the Ferree property is 13.4 acres in size. In its findings, Staff stated that the Ferree property was originally designated Estate in the Growth Plan in part due to its size while adjoining parcels were designated Residential Medium Low due in part to their smaller size. This same situation exists for the applicant's Property.

Surrounding Property: Similar to the applicant's property, the Ferree property has a mixture of small to large adjacent properties. The Ferree property and the property subject to this application are identical in that they are adjacent to properties designated Residential Medium Low on the Growth Plan Land Use Map.

Land not suitable for agricultural use: City staff, Planning Commission and City Council made a finding that the Ferree property is not suitable for agricultural use since it is surrounded by residential development. The same situation exists for the subject property with existing residential development located adjacent to the north, east and west, all of which are designated Residential Medium Low, 2 to 4 units per acre adjacent.

Thus, through both the Fairway Villas property to the south and the Ferree property to the north, very recent precedence has been set for our request to amend the Growth Plan map.

It should be noted that there were no neighbor objections against the Fairway Villas' approved density of 4 units per acre which is the highest density allowed under the RML designation.

- (d) "The character and/or condition of the area have changed enough that the amendment is acceptable and such changes were not anticipated and are not consistent with the Plan;"

The character of the area is clearly one of transition and urbanization. The development of the area around the existing Tiara Rado golf course with smaller single family lots and multifamily dwellings shows that this area is appropriate for residential development greater than 2 to 5 acre lots.

As previously stated, many other subdivision developments in this area of the Redlands have been constructed or approved at equal to or higher densities than that being requested in this application.

The recent Growth Plan Consistency determination for the Fairways Villas determined that residential development at a density of 4 dwelling units per acre was an appropriate use of vacant land to the south of the subject Property and that the original 1996 designation was inconsistent with the Plan's intent.

Thus as recently as the past year, the City has established precedence in the immediate upper Redlands area for this application.

In the context of the larger Grand Valley area, the lack of supply of homes has lead to significant housing shortfalls. Recent statistics provided to the City by its Comprehensive Plan consultant indicate that as many as 52,000 new homes may be needed in the next 25 years throughout the urbanizing areas of Mesa County.

- (e) "The change is consistent with the goals and policies of the Plan, including applicable special area, neighborhood and corridor plans;"

Response:

Section D, above, reviews goals and policies for the Growth Plan, Persigo Agreement and the Redlands Area Plan all which support this request.

- (f) Public and community facilities are adequate to serve the type and scope of land use proposed;

Response:

All public and community facilities are adequate to serve additional residential development at the densities anticipated by this Amendment request.

Additional recreational facilities will be constructed on the subject property. New public safety facilities, including the new fire station on Highway 340, have been constructed. Nearby Redlands area schools have been upgraded and expanded through recent construction projects. School District 51 has recently acquired property to the south of this land for a new high school.

- (g) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use: and,

Response:

Within the surrounding Redlands area as well as the greater Grand Junction area, there is little land left to develop at the requested residential density of 2 to 4 units per acre. There is clear justification for this level of infill development to occur adjacent to major community facilities such as the Safeway shopping center, Redlands Fire Station, middle and elementary schools, churches, and the Tiara Rado Golf Course.

Based on the City's Comprehensive Plan consultant's report, 52,000 houses may be needed in the next 25 years within the urban and urbanizing areas of Mesa County. Additional areas of higher density development are needed to accommodate this need, particularly where infill may be accommodated.

- (h) The community or area, as defined by the presiding body, will derive benefit from the proposed amendment."

Response:

Numerous benefits occur to the community as a result of this Amendment including; (a) the development of high quality housing that does not exceed the financial means of area residents, (b) trails, open space, landscape buffers and landscape design standards, (c) public parks, (d) upgraded utility services (especially sewer), (e) development at a density that will provide infrastructure which can support corrections to existing area infrastructure deficiencies (such as inefficient and failing septic systems and the use of sewer force mains and pump stations), (f) the opportunity for the City to master plan a large piece of infill property, thus meeting the goals of the Growth Plan and Redlands Area Plan, (g) reduce residential sprawl through the development of a parcel adjacent to public facilities.

**E. Development Schedule and Phasing**

This item is not applicable for a Growth Plan Amendment request. The Applicant would point out however, that there is a concurrent request to complete the annexation of this parcel and that a development plan is expected to be submitted pursuant to City development codes.

# LETTERS OF SUPPORT





HOME OWNERS  
REALTY, INC.

2499 HIGHWAY 6 & 50  
GRAND JUNCTION, CO 81505  
BUS. (970) 243-0456  
FAX (970) 243-2896  
info@gjhomes.com  
www.gjhomes.com

To: Grand Junction Planning Commission

November 28, 2007

Dear Planning Commission Members,

My letter is to support the request to amend the Growth Plan for the Cunningham Investments Property at 2098 E ½ Rd.

I believe that the Growth Plan is a living document designed to facilitate changes in the need for housing and development in the City.

As a Realtor and a former planning commission member, I believe that we need flexibility in our capacity to provide quality, affordable housing for the residents of our community.

The proposed density for the Cunningham property is actually less than some neighborhoods in the immediate vicinity.

Frankly, the last thing we need right now is another large lot/expensive home subdivision.

As we all know, there is a limited supply of developable land in the valley. If population forecasts are to be believed, smaller lot/affordable home solutions are going to be necessary to intelligently meet the future demand.

For these reasons, I urge your support of the amendment to the Growth Plan.

Respectfully,

Paul W. Nelson  
333 Acoma Ct.  
Grand Junction, CO  
81503

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NOV 28 2007

COMMUNITY DEVELOPMENT  
DEPT.

Each Office Is Independently Owned And Operated.

27 November, 2007

Scott Peterson, Senior Planner  
City of Grand Junction, Community Development

Re: 2098 E ½ Rd, Cunningham Investment Property

Dear Mr. Peterson,

You may know I have been a part of a large group effort over the last several years to raise awareness of the shortage of reasonably priced houses for this community. I sit on the Focus Group to the City which for 18 months has been addressing this problem. It has become increasingly clear that major changes must be made to zoning, codes, process, and attitudes, community wide, if we are to make any progress on this problem.

It has understandably taken the community some time to react to the incredible rate of growth we have experienced over the last several years and to conservative forecasts for what may be a doubling of our population over the next 20 years. The Comprehensive Plan, presently under development, and the efforts by Laurie Kadrich, Tim Moore, and many in Community Development, are strong moves in the right direction. The “chip game” that so many of us have played lately during this process has made it clear that reasonably higher densities in many locations will be necessary to accommodate this growth. There is consensus at all levels that higher densities in only a few areas will not accommodate this growth.

The underlying zoning for the property at 2098 E ½ Rd is four per acre which makes far more sense to our growing community than the old growth plan, finalized in 1996, over 11 years ago. This is a plan whose architects could not reasonably have guessed the incredible population growth we have had as a result of the growth in the energy industry, our hospitals, construction and other sectors. Grand Junction is the center of activity and business for the entire western slope. With “world class” weather, views, and activities it will remain a magnet for all kinds of businesses and as a place for baby boomers to retire, if we can provide reasonably affordable housing for them, their kids and their employees.

Most of the development near the property is zoned at or close to the underlying zoning of this property. I live close to this property. My own lot is smaller than the zoning Mr. Cunningham is requesting. My neighbors, myself, and many like us do not want the time and trouble required to maintain larger lots.

Land prices have gone so high in this valley that only a tiny percentage of our population can afford the current “estate” designation that the Growth Plan calls out for this property. You probably are aware that we have a glut of the very high priced homes that this designation requires. They have not sold, because there are not enough buyers who can afford them, or even want that much space. Amortizing the high price of land over more homes is the only way to supply the more affordable housing the community so

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desperately needs. This type of housing need not be of lesser quality and I believe can be a great asset to the Redlands.

There is only a limited number of infill locations like this available. Honoring the underlying zoning for this property is an opportunity the City must not miss.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Kesler", with a long horizontal flourish extending to the right.

Steven S Kesler

**From:** frances ehlers <fran\_81505@yahoo.com>  
**To:** Scott Peterson <scottp@ci.grandjct.co.us>  
**Date:** 11/28/2007 9:42 AM  
**Subject:** Cunningham Property

To Scott Peterson:

As residents of property adjoining the Cunningham Property at 2098 E 1/2 Rd. we wish to voice our APPROVAL of the growth plan ammendment for Mr. Cunningham's property located at 2098 E 1/2 Road.

Sincerely,

Edwin J. & Frances Ruth Ehlers  
551. W. Greenwood Drive  
Grand Junction, CO 81503

(970) 257-7120  
(970) 261-1128 Cell

---

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<http://www.yahoo.com/r/hs>

Ronald Teck  
627 Broken Spoke Road  
Grand Junction, CO 81504

November 27, 2007

Scott Peterson  
City of Grand Junction  
Community Development Department

Dear Scott:

I'm writing in support of the Growth Plan Amendment Application that Mac Cunningham is submitting for approval. I have looked at the maps and the zoning that has been in place for over 40 years and justice requires that developers be allowed to develop at the densities that were in place when they, in good faith, bought their properties. For the city to change the rules after the fact is not only unjust but is certainly a taking and if the city wishes to make those kinds of zoning changes, after the fact, then the city must compensate the owner for the lost value.

However, perhaps a bigger issue is the need for appropriate density in building to accommodate the demands that are going to be increasingly put on our area by the inevitable growth we are seeing. The density that Mr. Cunningham is requesting is in line with much of the rest of the Redlands so it is not unprecedented.

I hope the city reviews all of its growth plans and recognizes the need for an update that more realistically addresses current needs. Plans, after all, should be dynamic and responsive to contemporary needs.

Thanks for taking time to accept and read this letter.

Sincerely,

Ron Teck

(SENT VIA EMAIL)

**Scott Peterson - FW: growth plan ammendment application**

---

**From:** "Matthew Mayer" <matt@mayermedical.com>  
**To:** <scottp@ci.grandjct.co.us>  
**Date:** 11/28/2007 11:43 AM  
**Subject:** FW: growth plan ammendment application

---

Scott,

As a resident of the Redlands, I am writing to you to express my support for the growth plan ammendment application being filed by Cunningham Investments for 2098 E ½ Road. I believe this is the right project at the right time for the community. As you know, we desperately need affordable housing right now and with 52,000 units needed by 2025, projects such as these are a must. I have seen many of the developments that Mr. Cunningham has done in the past and they are both well built and tasteful.

Thanks for your careful consideration in this matter.

Respectfully,

Matt Mayer  
*President*

**Mayer Medical Technologies, Inc.**  
2591 B ¾ Road, Suite 200  
Grand Junction, CO 81503  
office - 970-245-0124  
mobile - 970-260-7494



**From:** <tmanross21@gmail.com>  
**To:** <scottp@ci.grandjct.co.us>  
**Date:** 11/26/2007 6:48 PM  
**Subject:** 2098 E.5 Rd 28 ac

Mr. Peterson,

My name is Tysen Manross I currently live at 2835 Maverick Dr. 81503 (OM). I am a long time resident of Grand Junction, graduated at GJHS class of 89, so I do have history in the valley. My concern is the cost of housing in the Grand Valley I am looking to move and would love to live in the Redlands area but due to the law of supply and demand it is very difficult to up grade a resident's with out an extreme difference in price. I would ask that you give great consideration to the greater density on this project as well as other future projects so we can get the supply side to a more manageable inventory.

thank you for your time and consideration.  
Tysen





**Scott Peterson - GPA Cunningham**

---

**From:** Robert McFarland <golfarchitect@hotmail.com>  
**To:** <scottp@ci.grandjct.co.us>  
**Date:** 11/26/2007 12:07 PM  
**Subject:** GPA Cunningham

---

Dear Mr Peterson

We support the growth plan ammendment for the Cunningham property located at 2098 E 1/2 Road. We are homeowners in the Redlands at 2047 Lowball Court.

Sincerely,  
Robert McFarland  
Ann McFarland



# WESTERN BUILDING SOLUTIONS, INC.

240 North Ave. • P.O. Box 458 • Grand Junction, CO 81502 • (970) 243-3273 • Fax: (970) 243-5324

December 10, 2007

Mr. Scott Peterson  
Planning Department  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81503

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DEPT.

Re: Cunningham Growth Plan Application

Dear Mr. Peterson;

Please include this letter in your file for the Planning Commission and City Council. I strongly support Cunningham's application.

My family and I live on the Redlands and we are part on four generations in the Grand Valley. Our business has been expanding rapidly across the Western Slope and the biggest problem we face is finding employees that can afford to live in our community.

The well organized (and well funded) opponents to any development on the Redlands are spreading misinformation and fear in order to push growth to other areas of the valley (not in my backyard thinking).

Mr. Cunningham's property has been zoned at the same density as he is requesting since 1961, it is only right that the Growth Plan be at the same density as the zoning.

Growth is here and will continue. We need quality housing that all the residents can afford and it needs to be spread across the community.

I hope that you will approve this application.

Thank You

Gordon S. Harbert  
2359 South Rim Drive  
Grand Junction, Co 81503

December 10, 2007

Mr. Scott Peterson  
Planning Department  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81503

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DEC 10 2007  
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DEPT.

Re: Cunningham Growth Plan Application

Dear Mr. Peterson;


My family and I live on the Redlands at 2312 Palace Verdes Drive. Previous to this address we lived elsewhere on the Redlands. Our Family has lived in the Grand Junction area for over 42 years. We have seen a lot of growth in those years.

We believe in smart growth. We believe one of the ways to insure the qualities we enjoy in the Grand Valley, is to eliminate urban sprawl. In-fill projects, such as this, maximize the infrastructure and services already established by the city and county. They increase the efficiency of the use of our tax dollars.

The density of this project is similar to many projects already approved in the Redlands area. We do not believe this project will have any adverse effect on the surrounding area.

Please include this letter in your file for the Planning Commission and City Council. We hope you approve the application for this project.

Thank You

  
Richard R Goodman  
2312 Palace Verdes Drive  
Grand Junction, Co 81503

# LETTERS OF OPPOSITION

Scott Peterson

Would you please put this in your file on the Lime Kiln Creek Ranch Annexation / Growth Plan Amendment file dated August 30, 2007 (General Project Report) by Mac Cunningham.

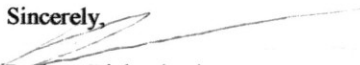
There are 10 properties that boarder Mac Cunningham's property (Lime Kiln Creek Ranch on the Redland's) ranging in size from 1.706 to 59.583 Acres (1.706, 2.394, 2.486, 2.545, 2.765, 2.896, 5.167, 9.977, 42.601, and 59.583) with an average of 13.212 acres. A far cry from Mac's application stating there are 8 to 12 units per acre in the Surrounding Area. I went a little farther out to 1000 feet around his property which is twice as far out as he is requires to notify of his development and found 54 properties ranging from .3 to 59.583 with an average of 4.629 acres. I really do not think he is accurately portraying the density of his surroundings.

Please also note on Page 11 line 7 **Site soils and geology**: he notes "No unusual soils conditions or geologic hazards exist on this property" however in the Redland's area plan book it is noted the following exist on his property. 1. Corrosive Soil and rock, 2. Expansive soil and rock, and 3. Flash Flooding.

He also notes on Page 13 line 3 second paragraph "**The proposed zoning of R-4 is compatible with the planned density of the surrounding area**". In light of the above average density of 13.212 of the immediate boarding properties and the average density of 4.629 acres of the properties within 1000 feet of the subject property, I do not know how he can intelligently make this statement?

This is absolute proof why this property is and should remain RSF E (Estate 1 home per 2 to 5 acres) because this is what is surrounding his property. In fact in light of the above property sizes it should be zoned Rural (1 home per 5 to 35 acres)

Sincerely,

  
Rodney Rickenbach  
582 Preserve Lane  
Grand Junction, Co 81503

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Scott Peterson

Would you please put this in your file on the Lime Kiln Creek Ranch Annexation / Growth Plan Amendment file dated August 30, 2007 (General Project Report) by Mac Cunningham.

There are 10 properties that boarder Mac Cunningham's property (Lime Kiln Creek Ranch on the Redland's) ranging in size from 1.706 to 59.583 Acres (1.706, 2.394, 2.486, 2.545, 2.765, 2.896, 5.167, 9.977, 42.601, and 59.583) with an average of 13.212 acres. A far cry from Mac's application stating there are 8 to 12 units per acre in the Surrounding Area. I went a little farther out to 1000 feet around his property which is twice as far out as he is requires to notify of his development and found 54 properties ranging from .3 to 59.583 with an average of 4.629 acres. I really do not think he is accurately portraying the density of his surroundings.

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Sincerely,



Anna Rickenbach  
582 Preserve Lane  
Grand Junction, Co 81503

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OCT 2 2007  
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**Scott Peterson - Lime Kiln Creek Ranch for your file. (Mac Cunningham)**

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**From:** <steve5515@aol.com>  
**To:** <scottp@ci.grandjct.co.us>, <scottp@gjcity.org>  
**Date:** 9/20/2007 9:48 PM  
**Subject:** Lime Kiln Creek Ranch for your file. (Mac Cunningham)

---

Scott Peterson

Would you please put this in your file on the Lime Kiln Creek Ranch Annexation / Growth Plan Amendment file dated August 30, 2007 (General Project Report) by Mac Cunningham.

There are 10 properties that boarder Mac Cunningham's property (Lime Kiln Creek Ranch on the Redland's) ranging in size from 1.706 to 59.583 Acres (1.706, 2.394, 2.486, 2.545, 2.765, 2.896, 5.167, 9.977, 42.601, and 59.583) with an average of 13.212 acres. A far cry from Mac's application stating there are 8 to 12 units per acre in the Surrounding Area. I went a little farther out to 1000 feet around his property which is twice as far out as he is requires to notify of his development and found 54 properties ranging from .3 to 59.583 with an average of 4.629 acres. I really do not think he is accurately portraying the density of his surroundings.

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Sincerely,

Steve Voytilla

---

Email and AIM finally together. You've gotta check out free [AOL Mail!](#)





**Scott Peterson - RE: Cunningham/Growth Plan amendment**

---

**From:** "Paul Brown" <paul.brown@monumentoil.com>  
**To:** "Tom Fee" <tfee@gjproperties.com>, "Scott Peterson" <scottp@ci.grandjct.co.us>  
**Date:** 8/21/2007 5:48 PM  
**Subject:** RE: Cunningham/Growth Plan amendment

---

Try: [scottp@gjcity.org](mailto:scottp@gjcity.org) or [scottp@ci.grandjct.co.us](mailto:scottp@ci.grandjct.co.us)

---

**From:** Tom Fee [mailto:tfee@gjproperties.com]  
**Sent:** Tuesday, August 21, 2007 5:18 PM  
**To:** Paul Brown  
**Subject:** Fw: Cunningham/Growth Plan amendment

Paul, Having problems getting this returned to sender. Can you please see if you can forward this to Scott Peterson or let me know where to send it my mail.

Thanks,

Tom

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

**From:** Tom Fee  
**To:** [scott.p@gjcity.org](mailto:scott.p@gjcity.org)  
**Sent:** Monday, August 20, 2007 9:14 AM  
**Subject:** Cunningham/Growth Plan amendment

Dear Mr. Peterson,

My name is Tom Fee and I live at 2082 E 1/2 Road in the Redlands. 2082 E 1/2 Road borders the west end of the 27 acre Cunningham parcel in its entirety. Due to a family wedding, I was not able to attend the meeting held on August 16, 2007 concerning the developers request to change the existing RSF E growth plan that has been established and clearly implemented in the area. Please note on record that I am adamantly opposed to any change of the existing RSF E growth plan amendment presently in place. A drive down E 1/2 Road will show the following size home parcels. The Grant's on the corner of E 1/2 Rd and 20 1/2 Rd is 2 plus acres, the next parcel is owned by Bruce Dixon who has 2 plus acres, Paul Brown has approx. 9 acres, Jerry Derby has approx. 7 acres, Tom Fee has 2.8 acres, Bob Brown has 5 acres, all the properties bordering the Cunningham property to the north have 2 plus acres. To even consider multiple units per acre in this area is a complete reversal from what is presently established in the area. All the homes described above at put huge improvement dollars into their property with confidence that our values would be protected with the existing RSF E Zoning. I have recently completed a total remodel of 2082 E 1/2 Rd. totaling over \$300,000. I certainly would not have considered this type of investment if I felt there were a chance of higher density going in next door to me. High Density simply does not fit this area. This was clearly defined when the growth plan was established. The previous owner of the 27 acres was told that in order to develop this property that he must adhere to the RSF zoning in place. He elected to sell the property as a result of this decision. For the record, a good 1/3 of the 27 acre parcel is extremely low with a very high water table. A great number of water fowl presently propagate in this wetland area. I have personally scene the water from the creek rise close to my property line in times of heavy sustained rain. I believe a good portion of the west end of the 27 acres which borders my property is in a 100 year flood plain with a significant natural storm drainage. Development in this portion of the parcel would pose big problems that would effect the neighboring homeowners. Please note, any change from the current RSF E Zoning would be a radical departure from what is presently in place. Thank you for your consideration.

Best Regards,

file://C:\Documents and Settings\scottp\Local Settings\Temp\XPGrpWise\46CB258BCity... 8/24/2007

Tom Fee



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**Tom Fee & Associates**  
*Broker Associate*

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[www.tomfee.com](http://www.tomfee.com)

**RE/MAX 4000, Inc.**  
2478 Patterson Road  
Grand Junction, CO 81505

tel: 970-683-2539  
tel2: 800-777-4573  
fax: 970-241-4015  
mobile: 970-275-4707

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*Want a signature like this?*



2133 Village Circle Ct.  
Grand Junction, CO 81503  
August 20, 2007

Scott Peterson  
Senior Planner, City of Grand Junction Planning Commission  
Grand Junction, CO

Dear Mr. Peterson:

RE: Growth Plan Amendment in the Redlands 2098 E ½ Road

Thank you for the information you provided at the meeting on Thursday, August 16 at the Redlands Community Center.

We are writing to express our concerns about the proposal that would change the Future Growth Plan. We oppose increased housing density in this area.

We own a home in the Monument Village area back of Safeway and are very concerned that increased density and building plans could affect our irrigation water that comes down Lime Kiln Gulch. Digging, changing terrain, and other massive development could affect this flow. We don't know specific plans of developers, but we certainly believe that protection of our irrigation water must be a priority. In our Monument Village subdivision alone, over 200 existing homes depend on this water for irrigation.

We have two major water concerns:

(1) NO WATER: We are concerned that this proposal to increase housing density could easily affect water source and supply by diverting it from this drainage and/or that it will no longer have sufficient flow to maintain existing property water rights.

(2) TOO MUCH WATER: We are concerned about possible increase in surface runoff that would result because of proposed development. This increased runoff could easily wash out our irrigation dam and pump houses that are downstream from the proposed development. If enough additional runoff occurs it could take out the new sewer line the city of Grand Junction installed last year in the bottom of the same drainage just below the irrigation pump house and irrigation dam. This protection of existing water and property must certainly take priority over increased housing density in the proposed development.

Of course, the stress on the sewer system and roads will be very expensive to the city as well as to individuals who pay taxes and fees.

It makes no sense to deviate from the existing approved Growth Plan to satisfy the financial desires of developers. They can certainly develop the property under the existing plans. We don't believe need for extra money in a few pockets outweighs the water risks, the sewer and traffic costs to the existing Redland residents and to the city and citizens of Grand Junction.

Please share our concerns with all others involved in this decision and make sure these issues and adverse environmental impacts are thoroughly explored, addressed, and considered prior to making any decision or recommendation.

Do not approve the increase in density on this development. Uphold the city mission statement – “**Preserve** and promote health, safety and quality of life.”

Thank you for your consideration.

Sincerely,

Paula and Bob Armstrong  
970-245-6029

**Scott Peterson - Growth Plan Amendment for 2098 E 1/2 Road**

---

**From:** "Edward Miller" <ecmiller@peakpeak.com>  
**To:** "Scott Peterson" <scottp@gjcity.org>  
**Date:** 8/17/2007 12:12 PM  
**Subject:** Growth Plan Amendment for 2098 E 1/2 Road

---

Mr. Peterson:

In addition to other practical issues such as traffic, etc, the proposed development at 2098 E 1/2 road is a major drainage area for the Lime Kiln Gulch irrigation pond which supplies irrigation for over 130 homes in the Monument Village and Creekside subdivisions. The proposed development could potentially disrupt the drainage resulting in insufficient irrigation water or in case of heavy rains, cause damage to the irrigation pond due to increased runoff from the increased building in the area of the proposed development.

Therefore, we ask that this be taken into consideration when reviewing the Growth Plan Amendment/Annexation process. We ask that this Email be read at the planning Council meeting.

Sincerely,

Edward & Diane Miller  
2139 Monument Village Circle  
Grand Junction, CO 81503  
970-255-3974

Liane Abrams  
527 1/2 Mockingbird Lane  
Grand Junction, CO  
81503-1144

December 10, 2007

Scott Peterson  
Senior Planner  
City of Grand Junction  
250 N. 5<sup>th</sup> St.  
Grand Jct., CO 81501

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Dear Sir:

Allow me to object in the most strenuous manner to Mac  
Cunningham's attempt to amend the Redlands Growth Plan.

**If I wanted to live in Clifton, I'd move to Clifton!**

Quality-of-life issues aside, the soil is inappropriate  
for large scale development---just because there is open  
land doesn't mean all of it is suitable for in-fill.

Your office is at a fork in the road. Will you listen to  
the better angels in your nature, or succumb to the base  
motivations of others? You don't really think Cunningham  
has ever had the best interests of the Redlands at heart?

Sincerely,



Liane Abrams

FRANK T. STEUART  
544 S. BROADWAY  
GRAND JUNCTION, CO 81503

December 10, 2007

Scott Peterson  
Senior Planner,  
City of Grand Junction

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Dear Scott,

As a resident of the Redlands, I am very concerned about Mac Cunningham's proposal to amend the Redlands Growth Plan to allow for greatly increased density at 2098 E ½ Rd. (GPA-2007-263). He is asking for up to 20 times the current allowed density as provided in the Redlands Area Plan. Currently the Estate Zoning on this property allows for 1 home per 2 to 5 acres and Mr. Cunningham is asking for as many as 4 homes per acre.

There are 10 properties that border Mac Cunninghams property (Lime Kiln Creek Ranch on the Redlands) ranging in size from 1.706 to 59.583 Acres (1.706, 2.394, 2.486, 2.545, 2.765, 2.896, 5.167, 9.977, 42.601, and 59.583) with an average of 13.212 acres. These are the actual lot sized, as opposed to the information given on Mac's application stating there are 8 to 12 units per acre in the Surrounding Area.

I feel that this proposed development is inconsistent with the Redlands Future Growth Plan of Estate Zoning. I am also very concerned about the impact on roads, wildlife, air and light pollution, schools and the soil. The Redlands Area Plan Book designates approx. 80% of this development property as having Corrosive & Expansive Soil & Rock and Flash Flooding. This is not the place for a high density development.

I do not oppose development of the vacant land remaining in the Redlands. I strongly feel that the work going into the City's Redlands Growth Plan included studying this area, looking at all the impacts of growth and making recommendations after careful consideration and a good deal of public input. This development proposal does not fit within the Redlands Plan and is the type of proposal that is greatly out of character with the neighborhood.

Sincerely,



Frank T. Steuart  
544 S. Broadway  
Grand Junction, CO



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Attn: Mr. Scott Peterson

December 10, 2007

Dear Mr. Peterson,

This letter is being written to publicly state my opposition to the proposed Lime Kiln Creek Ranch subdivision project that is asking for an amendment to the existing RSF-E Growth plan zoning in the area. **My property borders the subject property to the west in its entirety. All the existing homes that are presently in place that surround this proposed development range in size from 2 to 10 acres.** They are outlined below:

The properties that border the subject property to the north are as follows

2083 Hodesha 2.54 acres  
2084 Hodesha 2.39 acres  
2113 Rainbow Ranch 9.9 acres  
2133 Rainbow Ranch 2.89 acres

Additionally, the homes that are presently in place down E ½ Road to the west of the subject property that would be greatly affected by a high density road are as follows;

2062 E ½ Rd 2 acres  
2063 E ½ Rd 2 acres  
2067 E ½ Rd. 7.5 acres  
2080 E ½ Rd. 7.5 acres  
2082 E ½ Rd 2.76 acres  
552 20 ½ Rd 5.16 acres

It seems rather obvious to me that the surrounding neighborhood to this proposed high density subdivision are all estate properties with a rural flavor, not high density urban. To allow for anything more that RSF-E zoning would be extremely incompatible and inconsistent with the existing homes that are in place.

I have personally seen the water from the existing 100 yr flood plain drainage that is on the subject property come all the way to my property line. Approximately 1/3 of the subject property is in an existing flood/wetland area. I am not in opposition to the development of this property as long as it is developed at a density level that is compatible with the existing homes that surround the area.

Sincerely,

Tom Fee 2082 E ½ Rd. (970-2756-4707)



December 10, 2007

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Dunston F. Boyd  
Ann L. Muhr Boyd  
2009 Bison Court  
Grand Junction, Colorado 81503


Scott Peterson  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

Dear Scott:

I hear Mac Cunningham is at it again (lest we forget) to develop Lime Kiln Creek Ranch and will ask approval for a high density housing plan which is inconsistent with the Redlands Future Growth Plan of Estate Zoning.

We urge you to reject the development at the proposed density by not changing any provisions of Estate Zoning.

Sincerely,



Dunston F. Boyd



Ann L. Muhr Boyd

December 10, 2007

Memorandum To- Scott Peterson , Senior Planner , City of Grand Junction

From - Carl and Lorene Roach, 2131 Rainbow Ranch Drive, Grand Junction, CO, 81503

Subject- GPA-2007-263- LIME KILN CREEK RANCH Request for a Growth Plan Amendment Change

We want to register a strong protest to Mr. Cunningham's request for a Growth Plan Amendment to change the Future and Use Designation , of the subject property, from Estate [2-5 ac/du] to Residential Medium Low [2-4 du/ac]! If approved, this request would allow for up to **20 TIMES** the current allowed density as required in the Redlands Area Plan. The current Estate Zoning for this property, and the immediately surrounding areas, allows for [ 1 du/2-5 ac ]. Mr. Cunningham would like to build as many as **four dwelling units per acre**, which if allowed, would be a **gross violation** of the Redlands Area Plan. This requested Growth Plan Amendment is outrageous and, in my opinion, should be rejected by the Grand Junction City Planning Commission and, if appropriate, by the Grand Junction City Council.

It seems obvious to us, and to many of our Redlands neighbors, that Mr. Cunningham's current proposed Zoning Amendment may actually be only a first step in eventually completing the former and much larger plans of Cunningham and Sutton to partner with the City of Grand Junction to construct about 535 houses along with a nine hole golf course [Redlands Country Club Estates, 2005-391 ZM2, ].

Our main objections and concerns about this most recent requested zoning amendment change by Mr. Cunningham are the same as we registered with the City Planning Commission on November 9, 2006 for the larger surrounding area [see attachment # 1]. After 10 years of careful planning, at tax payers expense, the excellent and forward looking " Redlands Neighborhood Plan "was initiated in 2002. It looks like requested amendment changes, such as the current change requested by Mr. Cunningham, will quickly lead to the abandonment of this wonderful "quality of life" plan within only a few years after its creation.

We don't object to a **proper** development of the subject property, but **strongly** object to the very high density of dwelling units that would be allowed if this requested amendment is approved. If Mr. Cunningham would develop his property in ways that comply with the spirit of the Redlands Future Growth Plan and Estate Zoning, the much- loved rural atmosphere and quality of life in the Redlands Community would be preserved to the benefit of all!

For the reasons stated above, we respectfully ask the City of Grand Junction to deny this requested Growth Plan Amendment change.

*Carl H. Roach*  
Carl H. Roach  
*Virgie Lorene Roach*  
Virgie Lorene Roach

PS—**Scott Peterson** would you please put these two memos in your file on the Lime Kiln Creek Ranch Annexation/Growth Plan Amendment file .

Thanks,  
Carl

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# Attachment # 1

November 9, 2006

Memorandum To – Scott Peterson , Senior Planner , City of Grand Junction

From – Carl and Lorene Roach , 2131 Rainbow Ranch Drive , Grand Junction ,  
CO. 81503

Subject- High density development on the Redlands proposed by developers and the City  
Of Grand Junction.

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First we want to say that the **Redlands Neighborhood Plan 2002** is a wonderful, forward looking, quality of life preserving plan that we want to congratulate the City of Grand Junction for developing. We feel that all residents of the Redlands, as well as the entire Grand Valley, should be proud that they have City and County Planners that have the intelligence to make future development plans that maximize the quality of life for its residents, while at the same time preserving the unique rural, scenic, agricultural, and other valuable assets we enjoy in this area of Colorado.

However, we want to say how **shocked** we were to learn about the preliminary plans for the **outrageous** high density development plan that the City of Grand Junction is even willing to consider, much less to be a **partner** to it! The “free gift” of a 9-hole golf course is not a valid or ethical reason for completely ignoring many of the development requirements of the wonderful **Redlands Neighborhood Plan** adopted by the City of Grand Junction in 2002, after a 10-year period of planning at taxpayers expense.

We don't object to the construction of a 9-hole golf course, if it is really needed by the City of Grand Junction? As a matter of fact, a golf course, if properly designed, would beneficially support the concept of the **Redlands Neighborhood Plan!** However, the construction of the proposed high density plan resulting in shoulder-to-shoulder homes is too high of a price to pay for a 9-hole golf course!

The subject development plan would, if approved, violate the goals, rules, concepts, and requirements of the **Redlands Neighborhood Plan** in so many ways, that it is not feasible to list them all here. We will just comment on a few of our greatest concerns here.

- The hundreds of homes requested by the subject plan is **outrageous** for the acreage available and would result in a destruction of the rural concept developed for the **Redlands Neighborhood Plan**.
- If constructed, the number of homes planned would probably produce about 2000-3000 additional cars, which would make the Redlands traffic situation almost impossible to handle with the present highway and road facilities.
- Residents living in the area surrounding the proposed planned area are aware of previous damages to houses due to flood waters and bad soil conditions.



These conditions almost certainly will be increased if the subject plan is approved and constructed.

- We are also concerned about the wildlife habitat that exists along the drainage creek in the proposed development area. The wooded and grass areas bordering this creek provide a safe refuge for deer, lions, coyotes, fox, pheasants, quail, song birds, rabbits, etc. We and many of our Redlands neighbors are concerned that the proposed development would destroy this habitat, which would be a terrible price to pay just to build more shoulder-to-shoulder houses in this area of the Redlands.

In summary, we and our Redlands neighbors are very concerned about the many ways that the subject proposed development plan violates the goals, rules, regulations, and intent of the excellent **Redlands Neighborhood Plan** adopted in 2002. We respectfully request that the City of Grand Junction deny this proposed development plan, and require that any future requested plan for this subject area will strictly adhere to the requirements and intent of the **Redlands Neighborhood Plan 2002**.

2000 Linneman way  
Grand Jct., CO 81503  
8 December 2007

Planning Commission  
250 No. 5<sup>th</sup>  
Grand Jct., CO 81501  
Attn: Scott Peterson

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To Whom It May Concern:

We are unable at this time to attend the scheduled meeting on Tuesday, Dec. 11<sup>th</sup> so would appreciate this letter be made part of the file against changing the zoning for the proposed Lime Kiln Creek Ranch subdivision.

This is open land and will definitely be developed but the high density proposed is just not acceptable considering all the impacts it will effect, eg. schools environment, wildlife, etc.

Our most important concern is the traffic impact. One of the outlets for the subdivision would be 20<sup>3/4</sup> Rd. which empties onto Hwy 340 at a point where there is a blind curve and cars are already speeding (way pass the 45 mph posted) where traffic is pulling onto this two lane highway. It is hazardous now - what would it be if even half the cars from this proposed subdivision adds to the already dangerous condition.

Why do we not have laws that make those contractors provide for some of these impacts, for example, schools and roads before they get permission to build?

Why do we even have a Planning Commission if at anytime developers ~~who~~ want to make more money can ask for a change - and get it. Let's abolish the Commission - it would save the taxpayers

their wages, at least, It is zoned for 1 home  
per 2 to 5 acres, leave it ~~as~~<sup>as</sup> is.

Thanking you in advance.  
Property owners at present address  
for 43 years

Heath A. Shephers  
Bonnie N. Shephers





December 7, 2007

Mr. Scott Peterson  
Senior Planner  
City of Grand Junction

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Dear Mr. Peterson,

The proposed development of GPA-2007-263- Lime Kiln Creek Ranch is inappropriate in a number of ways. The potential density of homes is not compatible with the areas surrounding the proposed development parcel. Another area of significant concern is the geology of the parcel, both surface and subsurface. A geologic map which has been adapted from the USGS publication, Geologic Map of Colorado National Monument and Adjacent Areas, Mesa County, Colorado, Geologic Investigations Series I-2740, 2001 is attached to the following comments. The area of the proposed development is outlined on the attached map. The following comments are based, in part, on information contained in the publication cited above.

The north-northeast boundary of the proposed development corresponds to the bedrock unit, the Burro Canyon Formation. This unit is inclined at between 5-8 degrees towards the northeast which allows the underlying Morrison Formation to be exposed. This means the Morrison Formation underlies the bulk of the area of the proposed development. The tops of these beds are towards the northeast which means the top of the Morrison, the Brushy Basin Member, underlies the area. The next lower unit, the Salt Wash Member is present near and under the city owned property at the southwest corner of the area. The sandstone outcrops near the driving range are part of the Salt Wash Member. The Brushy Basin underlies the remainder of the proposed development area.

The Burro Canyon Formation and particularly the lower portion of the formation, exhibit conglomerate and sandstone units which are quartz-cemented and therefore have restricted permeability.

The Brushy Basin Member of the Morrison is the multi colored mudstone that makes up the lower gently rounded slopes of Rigg's Hill and the slopes to the north of South Camp Road. Typically the unit consists of 85 to 95% mudstone, 5-15% sandstone and traces of limestone. About 75% of the mudstone is multicolored bentonitic clay rich siltstone, mudstone, and silty mudstone. Bentonitic mudstones expand and dry to form popcorn like weathered surface. Bentonite is a rock consisting of swelling, mixed layer, smectite clay minerals. This is the bedrock unit that underlies almost the entire area of the proposed development. The addition of water, either naturally or through irrigation has caused movement of the expansive soils and clays on and in the Brushy Basin.

The surficial deposits present in the area have been primarily derived from the Brushy Basin Member and I quote "Surficial deposits that contain debris from the Brushy Basin Member are particularly susceptible to shrinking, swelling, and hydrocompaction (any water-induced decrease in volume, causing subsidence of the ground surface. Hydrocompaction is produced by compaction of particles and (or) the dissolution and collapse of rock fragments or matrix material. This compaction results in surface or near-surface collapse); all of these deposits make an unstable base for roads or foundations of buildings." (USGS, Geologic Investigations Series I-2740)

In addition a Cienaga deposit (deposit formed in marshy areas in an arid climate) is present in the majority of the area of the Growth Plan Amendment. "Cienaga deposits (Qcg) are poorly suited for supporting roads and structures or for the efficient operation of septic systems. Hazards commonly associated with these deposits include seasonal high water tables, low bearing capacity, and the presence of sulfate minerals, which deteriorate untreated concrete and steel. The Brushy Basin Member of the

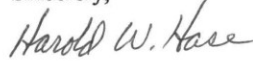
Morrison (Jmb), which underlies Cienaga deposits, is relatively impermeable and contains abundant expansive clay." (USGS, Geologic Investigations Series I-2740)

The high water table is exacerbated by the Burro Canyon Formation (i.e. the northeast boundary of the proposed development) which acts as a dam and causes the ponding of water to the southwest of the Burro Canyon Formation. This is evident in this area and other nearby areas on the Redlands, specifically, the NW1/4NE1/4, and the N1/2NW1/4 Section 22 T11S, R101W.

Another consideration is Lime Kiln Gulch which bisects this area and has part of its drainage basin in some of the canyons of the Colorado National Monument and includes UTE Canyon. Intense summer thunderstorms are common on the Monument and supply large volumes of water in short time periods which flow out of the canyons and the resulting flash floods present a serious hazard to houses and roads that are close to flood-prone intermittent streams that flow through the Redlands. Boulders more than 2 meters in diameter have been moved during historic and prehistoric flash floods. Flooding has and will continue to be a hazard along streams that drain the Colorado National Monument.

The high density of this proposed development is inappropriate particularly when the geologic conditions are considered.

Sincerely,



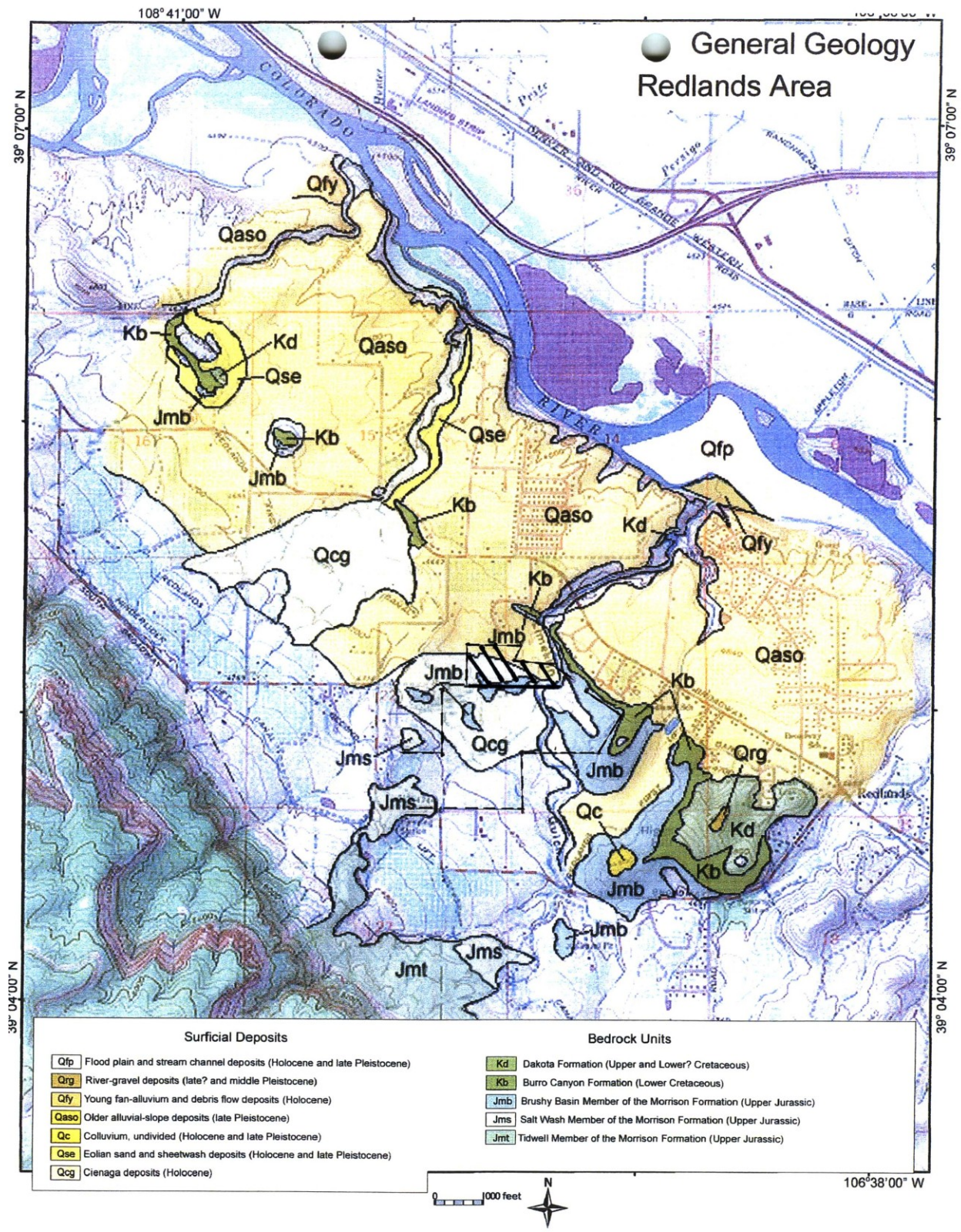
Harold W. Hase

2080 1/2 BESAOWAY  
81503

#### References

Scott, R.B., Harding, A.E., Hood, W.C., Cole, R.D., Livaccari, R.F., Johnson, J.B., Shroba, R.R., and Dickerson, R.P., 2001, Geologic Map of the Colorado National Monument and Adjacent Areas, Mesa County, Colorado: U.S. Geological Survey, Geological Investigations Series I-2740 (map and pamphlet)





*I appose this development. - But will be out-of-town at time of meeting.*

**REDLANDS RESIDENTS WE NEED YOUR HELP!**

*Elizabeth Johnson - 2010 Par Ct - 81503*

Mac Cunningham is in the process of asking the City of Grand Jct. to Amend the Redlands Growth Plan for his Proposed Development at 2098 E ½ Rd. (Lime Kiln Creek Ranch) (GPA-2007-263)

He is asking for up to **20 TIMES** the current allowed density as provided in the Redlands Area Plan.

Currently the Estate Zoning on this property allows for 1 home per 2 to 5 acres and Mr. Cunningham is asking for as many as 4 homes per acre.

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Please attend this Planning Commission Meeting on Tuesday December 11, 2007 Beginning at 7:00 p.m. at City Hall Auditorium 250 North 5<sup>th</sup>. St.

\*

If you cannot make this meeting and even if you plan on attending, please write a letter to Scott Peterson (Senior Planner for the City of Grand Junction) at 250 N. 5<sup>th</sup>. Street Grand Junction, CO 81501 (All letters will be put in the file.)

Points you might want to make in your letter to Scott Peterson and issues you might want to talk about at the Planning Commission Meeting on December 11, 2007 (Please voice your concerns at the meeting.)

1. This is an inappropriate development on the Redlands where the average lot size is approx. 2.5 acres.
2. This area mostly consists of larger parcels. The Redlands plan calls for "rural environment" not urban.
3. This proposed development is inconsistent with the Redlands Future Growth Plan of Estate Zoning.
4. Environmental Impacts?, School Impacts?, Road Impacts?, Geologic Hazards?, Flooding Problems?, Expansive Soils, Wildlife Impacts?
5. The Redlands Area Plan Book designates approx. 80% of this development property as having Corrosive Soil & Rock, Expansive Soil & Rock and Flash Flooding. (This is not the place for a high density development.)
6. If infact this is the first step to the City receiving the "Free" Golf Course, can the City Planning or City Council objectively decide this issue that could be considered a conflict of interest that would potentially open the City of Grand Junction up to a future law suit?
7. Most property owners are not opposed to this property being developed, they are just opposed to this high density development that does not fit in with the surrounding properties. If Mr. Cunningham wants approval he needs to develop his property at a density more compatible with the area in which it is in.



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December 10, 2007

City of Grand Junction  
Planning Commission  
250 N. 5<sup>th</sup> Street  
Grand Junction , Co. 81501

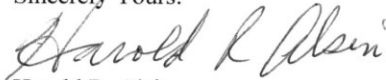
Attention Scott Peterson Sr. Planner

Please consider the following items when considering Mr. Cunningham's Growth Plan Amendment for the Lime Kiln Creek Ranch at 2098 E. 1/4 Road.

- I The area is now zoned 1 home per 2-5 acres which fits the area not 2 to 4 per acre as requested.
- II There is no adequate road access to this area that would be accommodate this density.
- III There is no sewer , water or other utilities to this area.
- IV A development of this size would have an impact on schools and the surrounding roads which are now at or close to the maximum usage.

Items II & III should be in placed or planned and funds in escrow to get them in before any further Growth Plans are Amended.

Sincerely Yours:



Harold R. Alsin  
2074 Corral De Terra Drive  
Grand Junction ,Colorado 81503

**Scott Peterson - Lime Kiln Ranch Proposal 12/11/07**

---

**From:** Anna Rickenbach <annarickenbach@yahoo.com>  
**To:** <scottp@ci.grandjct.co.us>  
**Date:** 12/10/2007 3:58 PM  
**Subject:** Lime Kiln Ranch Proposal 12/11/07

---

Mr. Scott Peterson  
Grand Junction Public Works and Planning Department  
December 9, 2007

Mr. Scott Peterson,

My name is Jerry Derby, I am a home owner residing at 2080 E ½ Road. I am writing to you with regard to the Growth Plan Amendment change at the Lime Kiln Creek Ranch located at 2098 E ¼ Road. I regret that I will be unable to attend the meeting at City Hall December 11, 2007 due to a trip I have had planned for some time, please accept this letter in my absence.

I feel very strongly that changing Lime Kiln Creek Ranch from its original designation of Estate (2 – 5 ac/du) to Residential Medium Low (2 – 4 du/ac) would not be in the best interest of the surrounding areas for the following reasons:

- Access on E ½ road is inadequate to handle the amount of homes proposed for a Residential Medium Low development.
- The proposed access to the tie back to Highway 340 would be dangerous.
- Surrounding properties are all currently on larger parcels, neighbors are in agreement in preserving the aesthetics of the area that currently exist.
- The school district(s) cannot support the increase this proposed development would present.
- There are serious environmental concerns in this area.

It is not my wish, nor the intention of my neighbors to stop development in this area, only to keep it in line with the original intended Estate planning.

Sincerely,

Jerry R. Derby  
2080 E ½ Road  
Grand Junction, CO 81503  
(970)243-8126

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**Scott Peterson - Lime Kiln Ranch Proposal 12/11/07**

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**From:** Anna Rickenbach <annarickenbach@yahoo.com>  
**To:** <scottp@ci.grandjct.co.us>  
**Date:** 12/10/2007 3:56 PM  
**Subject:** Lime Kiln Ranch Proposal 12/11/07

---

Scott Peterson

My name is Anna Rickenbach, I am a home owner at 582 Preserve Lane. I am writing to you to express my concern regarding the proposed zoning change to the Lime Kiln Ranch area. As a home owner that would be affected by the impending traffic this type of development would cause as well as the stress it would put on our surrounding schools, I respectfully request that this area remain zoned at RSF E (1 home per 2 to 5 acres). Please put this in your file on the Lime Kiln Creek Ranch Annexation / Growth Plan Amendment file dated August 30, 2007 (General Project Report) by Mac Cunningham.

There are 10 properties that border Mac Cunningham's property (Lime Kiln Creek Ranch on the Redland's) ranging in size from 1.706 to 59.583 Acres (1.706, 2.394, 2.486, 2.545, 2.765, 2.896, 5.167, 9.977, 42.601, and 59.583) with an average of 13.212 acres. A far cry from Mac's application stating there are 8 to 12 units per acre in the Surrounding Area. I went a little farther out to 1000 feet around his property which is twice as far out as he requires to notify of his development and found 54 properties ranging from .3 to 59.583 with an average of 4.629 acres. I really do not think he is accurately portraying the density of his surroundings.

Please also note on Page 11 line 7 **Site soils and geology**: he notes "No unusual soils conditions or geologic hazards exist on this property" however in the Redland's area plan book it is noted the following exist on his property. 1. Corrosive Soil and rock, 2. Expansive soil and rock, and 3. Flash Flooding.

He also notes on Page 13 line 3 second paragraph "**The proposed zoning of R-4 is compatible with the planned density of the surrounding area**". In light of the above average density of 13.212 of the immediate bordering properties and the average density of 4.629 acres of the properties within 1000 feet of the subject property, I do not know how he can intelligently make this statement?

This is absolute proof why this property is and should remain RSF E (Estate 1 home per 2 to 5 acres) because this is what is surrounding his property. In fact in light of the above property sizes it should be zoned Rural (1 home per 5 to 35 acres).

It is not my intention, nor is it my neighbor's that this area not be developed, rather that it stay in line with the current zoning as RSFE.

Sincerely,

Anna Rickenbach  
(970)260-8362

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**Scott Peterson - Lime Kiln Ranch Proposal 12/11/07**

---

**From:** Anna Rickenbach <annarickenbach@yahoo.com>  
**To:** <scottp@ci.grandjct.co.us>  
**Date:** 12/10/2007 4:13 PM  
**Subject:** Lime Kiln Ranch Proposal 12/11/07

---

Mr. Scott Peterson,

My name is Rodney Rickenbach, I am a home owner at 582 Preserve Lane. I am writing to you concerning the proposed amendment to the development plan for the Lime Kiln Creek Ranch. In my opinion, the Lime Kiln Creek Ranch should stay as it is currently zoned, Estate RSF E (Estate 1 home per 2 -5 acres) this is consistent with the surrounding lots and would not cause problems for our roadways or schools in the same way a higher density plan likely would. Please put this in your file on the Lime Kiln Creek Ranch Annexation / Growth Plan Amendment file dated August 30, 2007 (General Project Report) by Mac Cunningham.

There are 10 properties that boarder Mac Cunningham's property (Lime Kiln Creek Ranch on the Redland's) ranging in size from 1.706 to 59.583 Acres (1.706, 2.394, 2.486, 2.545, 2.765, 2.896, 5.167, 9.977, 42.601, and 59.583) with an average of 13.212 acres. A far cry from Mac's application stating there are 8 to 12 units per acre in the Surrounding Area. I went a little farther out to 1000 feet around his property which is twice as far out as he requires to notify of his development and found 54 properties ranging from .3 to 59.583 with an average of 4.629 acres. I really do not think he is accurately portraying the density of his surroundings.

Please also note on Page 11 line 7 **Site soils and geology**: he notes "No unusual soils conditions or geologic hazards exist on this property" however in the Redland's area plan book it is noted the following exist on his property. 1. Corrosive Soil and rock, 2. Expansive soil and rock, and 3. Flash Flooding.

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This is absolute proof why this property is and should remain RSF E (Estate 1 home per 2 to 5 acres) because this is what is surrounding his property. In fact in light of the above property sizes it should be zoned Rural (1 home per 5 to 35 acres)

It is not my intention, nor that of my neighbors to halt development of this area, rather to keep it zoned as it currently is as RSF E (Estate 1 home per 2 to 5 acres).

Thank you for your time,

Rodney Rickenbach  
(970)254-8551

---

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**Scott Peterson - GPA-2007-263**

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**From:** "Kelly" <kdosier@bresnan.net>  
**To:** <scottp@ci.grandjct.co.us>  
**Date:** 12/11/2007 3:57 PM  
**Subject:** GPA-2007-263

---

Attn: Scott Peterson

Grand Junction Planning Commission:

This letter is to state my objection to the Growth Plan Amendment request by Lime Kiln Creek Ranch (GPA-2007-263).

I do not believe a Residential Medium-low is appropriate or characteristic of the current environment. I live in the Redlands but not within the affected area and believe the Estate designation was and should continue to be the intent and future use of this interior area of the Redlands area. This property was acquired in 1998 by the current land owner with the expectation that the future land use development was zoned Estate. I can site no empirical evidence that the character or surrounding density has changed enough to justify such an amendment and would be inconsistent with the Growth Plan.

Being a recent transplant to Grand Junction I do not know each and every property surrounding this property. In fact, I don't even know how to get to many of them but that is exactly what I like about the area. I choose the Redlands area to live because of the rural/open space feel, the proximity to the Monument guaranteeing a certain level of undeveloped space and the large lot properties. I live in a modest subdivision -- not in one of these estate homes in the Redlands -- but I would not have selected Grand Junction to live if there was not a place like the Redlands. If we chip away at this environment and the quality of life because of this "impending growth" and "need to create affordable housing", Grand Junction and our residents lose our quality of life and all the things we liked about this town.

I am not asking to close the gate behind us, as you say, but only for a choice and variety of properties. It seems we will all be living in medium-low density neighborhoods whether we can afford it or not. In watching the Commission meetings, I hear you say it is only a matter of policy and if the applicant meets the amendment requirements then they must approve it. Well, I would like to take a step back to the Growth Plan document which states [... that it is a guide for public and private growth decisions... it is shaped by community values and ideas with tools to manage community change to achieve the desired quality of life...while a significant aspect of the plan is the high level of citizen involvement...]

Well, I would like to be heard because it always seems the screams of development outweigh the requests of citizens. The citizens of 1996 planned for this area to be zoned as Estate and many citizens of 2007 believe it should remain so and not be changed to higher density development.

Sincerely,

Kelly Dosier  
2121 Monument Village Cir.  
Grand Junction, CO 81503

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December 11, 2007

Scott Peterson  
City Of Grand Junction  
250 N. 5<sup>th</sup> St.  
Grand Junction, CO 81501

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Re: Development of Lime Kiln Creek Ranch  
GPA-2007-263

We are writing in response to the proposed development, Lime Kiln Creek Ranch and any and all other high density developments proposed now or in the future on the Redlands.

We recently purchases a home on the Redlands, moving from the Fruita area, We were very upset to find out that 1 of our 2 young boys would not be able to attend Scenic Elementary as the school is over crowded. Now we are forced to commute back and forth from the Redlands to Fruita twice a day to take and pick up our children from school. With both of us working this proves to be very hard. The fact that the City Planning, City Council and the City of Grand Junction would even consider changing the density of this property to allow for up to 4 units per acre and quite possible adding 100's of new children to an already overcrowded school system is absolutely absurd. We cannot believe Scott Peterson would actually recommend approval on this project and this is unacceptable to us.

Until Mesa County builds new schools in the Redlands area, it is not right that the City of Grand Junction would actually support high density growth in an area that does not have sufficient schools to handle this growth.

  
James Voytilla

  
Kelli Voytilla

Mr. Scott Peterson  
Senior Planner  
City of Grand Junction, Colorado

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DEPT.

Dear Mr. Peterson:

*This letter is to protest Mac Cunningham's project at 2098 E ½  
Road in the Redlands.*

*We are neighbors of this property and bought our home because of the rural atmosphere  
and beauty of the area.*

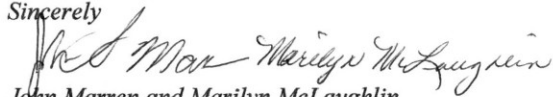
*We are concerned that if this variance to our growth plan is granted and approved that  
there will be no end to it.*

*We realize that this property can and will be developed but, hopefully, it will be under the  
guidelines of the current growth plan.*

*If Grand Junction needs another golf course let them build it and pay for it, not the  
residents of this lovely, quiet area.*

*And, finally, what does the City of Grand Junction have to do with this anyway?*

Sincerely



John Marren and Marilyn McLaughlin  
2028 Two Iron Ct.  
Grand Junction, Co. 81503

Ralph and Cynthia Grover  
519-A Rado Drive  
Grand Junction, Colorado 81503  
December 10, 2007

RECEIVED  
DEC 13 2007  
COMMUNITY DEVELOPMENT  
DEPT.

Scott Peterson  
250 N. 5<sup>th</sup> St.  
Grand Junction, CO 81501

Dear Mr. Peterson,

We are writing this letter as concerned citizens and Redlands residents regarding density changes that have been requested for the Redlands Growth Plan for the benefit of a proposed development at 2098 E ½ Rd (Lime Kiln Ranch) (GPA-2007-263).

The average lot size in the Redlands is 2.5 acres, which contributes to one of the few remaining mostly rural environments in the Grand Junction area. We believe growth is inevitable and generally desirable. However, we also believe that a diversified choice of communities – rural areas as well as more developed areas - will sustain the quality of life and community in Grand Junction that helps maintain our growing economy.

We urge City Council to protect a rural community asset – the Redlands environment – by deferring to the current Redlands Growth Plan and rejecting the requested change that would allow for much greater density.

We also are concerned about the possibility of the City receiving a “free” golf course expansion as a result of changes in growth plans and zoning. We see at the very least an appearance of, and most likely a true conflict of interest in the decision process for members of the City Planning Commission and the City Council. We respect the decision-making responsibilities of our commission and council members and urge that the integrity of these processes not be compromised.

Other issues surrounding this proposed development also concern us: environmental, wildlife, school, and traffic impacts; flooding and expansive soils issues; the potential for flooding. Our confidence in the decision making process would be increased if these issues had been objectively and thoroughly studied, and transparently shared in an open public forum. To our knowledge this has not yet happened.

We request forbearance by our decision-makers in this matter. A possible recourse for us as concerned citizens is a ballot initiative to make such growth plan and zoning changes possible only with an affirmative vote of property owners within the area covered by the growth plan.

Sincerely,

*Ralph W Grover  
Cynthia R. D. Grover*



12-09-07

Scott Peterson  
Planning Commission

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DEPT

Mr. Peterson,

Please do not change the zoning on this Redlands Property or any other property in the area to allow for higher density housing. The traffic impact with the present growth is becoming, at certain times, hazardous. A higher density would be a disaster. South Broadway is narrow, windy and has several blind corners to navigate. This road, with the bikers, joggers, and dog walkers is becoming a real problem. I have had several close calls with golfers in golf carts and people turning in and out of the golf course. This traffic problem exists now. What will happen with the increased school population from the new proposed high school, not to mention the new housing and housing with high density?

Changing the zoning for this Redlands property would set a bad precedent for the future for the whole Redlands area. Why can't we keep one area of Grand Junction nice? I do not ~~approve~~ *oppose* development of this property. I believe that we should adhere to the original zoning of one house per 2 to 5 acres for the density on the Redlands.

Sincerely,

*Pete Mullin*

Pete Mullin

2022 ROSETTE COURT  
81503

Dear Scott Peterson,  
Please proceed as you  
explained in your flyer &  
protect us from the invaders  
of our way of life & privacy

Thanks you & God Bless

Nancy M. Forrester  
2030 BROADVIEW CT  
81503

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Y065099

December 12, 2007

Scott Peterson  
Senior Planner  
City of Grand Junction  
205 North 5<sup>th</sup> St.  
Grand Junction, CO 81501


Re: Proposed Development at 2098 E ½ Rd (Lime Kiln Creek Ranch  
(GPA-2007-263)

Dear Mr. Peterson:

I am writing to protest the proposed high-density development referenced above as it is not in keeping with the current Estate Zoning on the property allowing for one home per 2-5 acres.

This proposed development is inconsistent with the Redlands Future Grown Plan of Estate Zoning which consists of larger parcels. Exceptions to this Plan effectively make the Plan worthless, which is certainly not in keeping with wishes and desires of the residents in and around the Redlands area.

Sincerely,

  
Bill and Ginger Mitchell  
522 Liberty Cap Court  
Grand Junction, CO 81503

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DEPT.

December 11, 2007

Scott Peterson, Senior Planner  
City of Grand Junction  
205 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

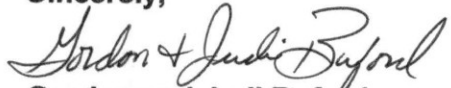
RE: 2098 E-1/2 Road (Lime Kiln Creek Ranch)  
GPA - 2007-263

We are opposed to this Development. We are particularly objecting to the High Density Development as requested, The Redlands consists of large parcels, the average being approximately 2.5 acres. This Development does not conform to the Redlands Future Growth Plan of Estate Zoning and would decrease the value of our property. We are against the impact that it would have on traffic and the streets that may be connected to Greenwood Drive, that is currently a small neighborhood Circle Drive. High density housing would also have adverse impact on the Schools.

The Lime Kiln Creek Ranch Area is plagued with unstable rock, expansive clay and shale stratas, that are similar to numerous projects close by on the Redlands that has had expensive litigation created by foundation failures. A high density complex has the potential of creating many more and complicated foundation problems.

We also feel that the City Planning Department and The City Council has a conflict of interest, by the City receiving a "Free Golf Course" as part of this Development.

Sincerely,



Gordon and Judi Buford

555 W. GREENWOOD DR  
81503

01-01-08

Scott Peterson (please put in file)

RE: Lime Kiln Creek Ranch Growth Plan Amendment (GPA-2007-263) at 2098 E ½ Rd.

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Please consider doing what Mr. Pitts of the City Planning Commission did prior to voting on this important upcoming Growth Plan Amendment. Mr. Pitts jumped in his jeep and drove to this site and saw first hand why this plan of 4 units per acre will never work. Prior to you making such a huge decision on this upcoming Growth Plan Amendment please do what Mr. Pitts did and the other members of the Planning Commission should have done. Drive to the site to see it first hand and see the surrounding area. At the City Planning Commission meeting on December 11, 2007 Mr. Pitts told the audience and the other members that he did drive to the site and said it could not sustain 4 units per acre and did vote against the Growth Plan Amendment. Mr. Pitts also at this meeting said it was obvious there was 100+ people in the audience against it and only a couple of people for it, all of which all had a financial gain in it. In denying this Amendment he said his job was to do as the majority of the people in the community wanted, not just a few. Mr. Pitts was very upset after this meeting even writing a letter to the editor of the Daily Sentinel.

Mr. Cunningham's property is in a very low lying area, prone to flooding, approx. 80% of his property is designated in the Redlands Area Plan as Corrosive Soil and Rock, Expansive Soil and Rock, and **Flash Flooding**. Please take the time to verify this.

This is absolutely not an area that should be 4 units per acre. If you do not have a 4 x 4 please call me and I will come and get you and drive you to this property so you can see it first hand prior to the City Council Meeting. I believe this will help in your decision.

In addition please look at Page 39 of the Original Strategic Plan of 2002 (1. Planning should help maintain the quality of life in existing neighborhoods.) While you are driving around this property see if 4 units per acre would fit into this area of large acre properties. It absolutely does not.

If you vote no on this Growth Plan Amendment Mr. Cunningham will have no other choice than to lower his density to something that is more compatible with the area in which it is in. I do believe you will still get the free golf course as I believe your 80 acres of City owned property is worth approx. 16 Million Dollars and Mr. Cunningham and the 2 others sure to join will not pass on it even if they only get 1 home per acre. (think about it, how much does it cost to knock down the trees, shape the land, put in a sprinkler system and plant grass, there is no clubhouse to build.) pretty good deal for a 16 Million dollar property given to a private developer by the City. (please get an appraisal.)

Thank you for your time

Steve Voytilla - 234-2000  
2099 Desert Hill Rd.  
Grand Junction, CO 81503

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JAN 14 2008  
COMMUNITY DEVELOPMENT  
DEPT.

From: Wayne Beede- Redlands resident at 14 Merlot Ct. Grand Junction

To: Linda Romer Todd, City Council

Re: Lime Kiln Creek Ranch Subdivision at 2098 E1/2 Rd.

Dear Linda,

As concerned citizens living in the Redlands area, we need your help in preventing the proposed development by Mac Cunningham at the above address. His proposed density exceeds by up to 20 times the current allowed density in the adjacent area of the Redlands which allows one home per 2 to 5 acres. Proposing such a higher density for this area can lower the value considerably. Most property owners are not opposed to development of this property but they are opposed to this high density that does not fit in with the surrounding properties. That is why we initiate zoning codes to protect certain areas. The proposed development is inconsistent with the Redlands Future Growth Plan of Estate Zoning.

The Redlands Area Plan Book designates approximately 80 % of this property as having Corrosive soil and rock; Expansive soil and Rock and Flash Flooding. *This is not the place for a high density development.*

*The city and County has done a great job of planning our area and holding to the zoning and development codes as set at an earlier date, planning to keep the Estate Plan intact. Lets all make every effort to keep the Redlands and other similar areas of our valley a great place to live. The Redlands plan calls for "rural environment" not urban.*

Sincerely,

  
Wayne Beede

Cc: Scott Peterson, (Senior Planner), Jim Doody, ( Mayor/City Council), Bruce Hill, Gregg Palmer, Teresa Cooms , Bonnie Beckstein, all City Councilmen., Laurie Kadrich, (City Manager).

Scott Peterson  
Senior Planner  
City of Grand Junction  
250 N. 5<sup>th</sup> St.  
Grand Junction, Co. 81501

January 11, 2008

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JAN 14 2008  
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Dear Scott,

I am asking you to turn down the request to change the 2002 Strategic Plan for the property located at 2098 E ½ Rd. in the Redlands. As you are aware, the City Planning Commission agreed to the request to change the zoning from Estate (1 home per 2-5 acres) to 4 homes per acre, ignoring the many neighbor's comments and concerns. The 2002 Strategic Plan (and updates) own document states: **1. Planning should help maintain the quality of life in existing neighborhoods, 2. The City recognizes that growth and its impacts are of great importance to local residents. The city's intent is to manage growth so that it is of high quality and is well planned. 3. Our community will encourage the values that reflect our small town character, and 4. Emphasize neighborhood and area citizen-based planning. ADHERE to plans once adopted and emphasize high quality development.** By changing this zoning, you are ignoring your own policies. Many people built or purchased their homes, desiring the Estate Zoning.

Some of the homes in the area are not in the city limits, but some are. Since the County allows the City to make approvals for changing of zoning, then consistency and **adhering** to the approved Strategic Plan should be the number one priority of the Planning Commission AND City Council. Since I live in the City, in the Seasons At Tiara Rado Subdivision, then I expect elected officials to uphold all previous approved agreements that affect my neighborhood.

I would like to ask you a few questions:

1. During the recent leave pick up program, I called the first 3 weeks to remind the city, that we are part of the city and, by the 4<sup>th</sup> week, the trucks did get us on schedule. If it takes phone calls to be "put on a list", then how are you going to accommodate up to 700 more homes to service?
2. I have lived out here for 9 + years, and every time we get a heavy snow, we have to call and plea several times to remind the city, that our streets need plowing or melting material placed on our slippery streets. Yes, I understand the policy of maintaining the major streets first, however the streets in our subdivision are now snow packed and slippery. Already we have had 3-4 vehicles slide into our island at our entrance. City crews were called yesterday to replace a sign that was destroyed. Since we are located next to the Monument, our streets stay in the shade for most of the day. How are you going to accommodate the addition of 700 homes, when the city cannot provide necessary services to areas already in the city?

3. When Redlands Mesa Golf Course was approved, and Adobe Creek added 9 holes, The City announced they would not add 9 additional holes to Tiara Rado. Articles in local papers, as well as golf magazines, will point out that rounds of golf being played are going down, and therefore, new courses are not needed. So, why would you allow the swap of a valuable piece of property now owned by the city, and agree to give it to the developer, and then take the approved 9 holes back, and add the maintenance costs and up keeping costs etc. onto your already tight budget? If the property owned by the city has a value of say, \$700,000, then why not have the developer buy this property and rid the city of any conflict of interest?

I know you will be hearing a lot about the increased traffic on the narrow streets we have in our area now. What are you going to do if the School District builds a high school on Wildwood Drive? Adding up to 1400 kids, will require the City to build new streets, obviously widen the existing ones, and add additional services to your expences. And add the 700 new homes to the poor traffic flow we have now.

It took many years for the City to build a much-needed fire station out in the Redlands. By adding 700 new homes to the area, will you be faced with adding another station, or expanding the current one?

It appears to me, that the developer requested the city to join him in building this project, some time ago, and was turned down. He is now asking to change one area at a time. If you approve this, he will then be back to re-zone connecting acres to arrive at the same request you turned down before. If the whole previously requested project was not approved, then why would you allow his request to re-zone in 3-4 different requests be allowed to go forward?

I would request an answer to my questions at your convenience.

Sincerely,

Pete Dickes  
450 Whitetail Ln.  
Grand Junction, Co. 81503





**Scott Peterson - Redlands' Development**

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**From:** "HJBenjamin" <benacres@peoplepc.com>  
**To:** "Doug Thomason" <dougt@gjcity.org>, "Teresa Coons" <teresac@gjcity.org>, "Linda Romer Todd" <lindat@gjcity.org>, "Gregg Palmer" <greggp@gjcity.org>, "Bruce Hill" <brucehill@gjcity.org>, "Bonnie Beckstein" <bonnieb@gjcity.org>, "Jim Doody" <jimd@gjcity.org>, "Scott Peterson" <scottp@gjcity.org>, "Laurie Kadrich" <lauriek@gjcity.org>  
**Date:** 1/14/2008 9:41 AM  
**Subject:** Redlands' Development

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Re:Development of Lime Kiln Creek Ranch, 2098 E 1/2 Rd.

We have been residents of the Redlands since 1972 and are very con-cerned with how this area is changing, especially the density of new subdivisions. The planning of new developments, such as the Lime Kiln Creek Ranch at 2098 E 1/2 Rd., must take into account **the maintaining of quality of life in existing neighborhoods** as was written in the Strategic Plan of 2002. A density of 4 houses per acre is too much, as well as the increases in traffic on our narrow roads and increases in school enrollment in our crowded schools that such overcrowding would bring. The wishes of the people who live here must be considered before the plans of developers. Please deny the developer of the above mentioned property the density he wishes and insist on a lower density in order to maintain our quality of life. Thanks a lot.

Sincerely, Sue and Harry Benjamin, 664 Canyon Creek Dr.



**Scott Peterson - Fw: Lime Kiln Creek Ranch Redlands**

---

**From:** "Debbie Varecha" <debbie.v@taousa.tv>  
**To:** "Senior Planner" <scottp@gjcity.org>  
**Date:** 1/14/2008 8:17 AM  
**Subject:** Fw: Lime Kiln Creek Ranch Redlands

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

**From:** Debbie Varecha  
**To:** City Manager  
**Sent:** Sunday, January 13, 2008 10:28 PM  
**Subject:** Re: Lime Kiln Creek Ranch Redlands

I am not in favor of this project or any other project in the Redlands with such a high density. I have lived here for 15 years. I have built and operated KKCO our local NBC affiliate and sold it three years ago. I also own KRYD radio which I operate now. I am a community minded person. This is a terrible project for the area. I have watched a few of the meetings regarding this project. I was totally disappointed in the utter disregard for the community by the planning department and most of the city council members. Hopefully they will not be elected again as they do not seem to understand what they are doing. We do not mind growth but it should conform to what the area is all about and has been since people started living here. When the oil and gas people leave we will have plenty of homes on the market and not enough jobs. We will probably have to pay for the clean up with the federal government just like it has always been as you all just want the money now and we pay for the degraded land, water, roads and pollution later. More poor planning on the part of our elected officials. We all know what is going to happen and I think it would be wise for Grand Junction to be more prudent.

There are no adequate roads to manage the amount of people and automobiles this will bring to the Redlands. It is hard enough to manage to not hit bicycle riders on the very narrow parts of Broadway. It is a danger for ambulances to come and go during the rush hours. It is bumper to bumper on the two lane bridge across the river into town. It is not safe at all. If another bridge was built across the river closer to Fruita that may help move all of the people you all propose to have live here. Children going to school are obvious problems. But you all don't seem to care. With the mortgage debacle the way it is I do not think the city will be making any money trying to annex these properties into the city. Please do your best to make the property owners accept a proper density. It is the right thing to do.

Debbie Varecha  
 Varecha Broadcasting  
 KRYD-FM 104.9 & 92.7  
 444 Seasons Drive  
 Grand Junction, CO 81503  
 970-263-4100 phone  
 970-263-9600 fax  
 970-640-9061 mobile  
[debbie.v@taousa.tv](mailto:debbie.v@taousa.tv)  
[www.krydfm.com](http://www.krydfm.com)

January 22, 2008

City Council  
c/o Scott Peterson  
City of Grand Junction

RE: Growth Plan Amendment – Lime Kiln Creek

Dear City Council:

It is obvious The Council and the Planning Commission have a vision to fully develop Grand Junction, while the citizens and homeowners of Grand Junction continue to express dissatisfaction and frustration with how our neighbors are being developed.

Despite the volume of opposition to the Growth Plan Amendment (GPA-2007-263), it appears to be going through the process with no resistance from Staff or Council. I testified, along with many other people, at the Planning Commission meeting that this project and growth plan amendment is neither consistent nor appropriate for this area. I retain even through the comprehensive planning process this interior area stay estate zoning.

Reading staff's presentation report to the Commission they stated the Redlands plan or the Persigo Plan calls for urbanization of the 201 Boundary. I re-read The Redlands Area Plan and it only requires urbanization of parcels of 2 acres or less. Why bother having a Growth Plan or Redlands Plan if this is the overlaying filter by which zoning decisions are made. The plan also calls for having a variety/mix of housing options. Where will families go that want acreage? They won't come to the Redlands anymore because we will all be living in 2-4 subdivision track homes.

The Commission approved this application because there was an error made in the Growth Plan. I still am confused on what the error is. There was no explanation. In reading The Redlands Area Plan of 2002, which affirms the estate zoning of the 1996 Growth Plan, there were several errors or correction listed at that time. If the land owner has owned his property since 1998, where was he in 2002 to repair this supposed error. I believe he is doing this now because there is a political environment

that basically supports as much development as possible that probably didn't exist in 2002.

When I purchased my home, I researched and read The Redlands Area Plan before I picked up my life and relocated here. I choose the Redlands neighborhoods because of how I felt when in the area in addition to things I read in the plan that lead me to believe the area was not developing like FrUITa. Below are just a few excerpts from the plan as an example and reminder of the tone and thinking in 2002 in which I made a very important decision on:

1) School District 51's Long-Range Planning Committee has made recommendations to the School Board that in the short term, through 2010, the need for new schools within the District do not include any new schools in the Redlands (including a high school). .....With little or no high school student growth coming from the Redlands area, the need for a new high school on the Redlands is not justified. Even though the number of new homes continues to increase in the Redlands, the demographics of those homes is changing. This trend shows the population is changing, with households having fewer or no school-aged children

2) These two neighborhood shopping center areas on the Redlands are well located and will serve the needs of the Redlands into the foreseeable future.

3) It is not anticipated that additional convenience centers will be needed on the Redlands to serve the projected population. (*Figure 6, Pages 39-40*)

4) The City and County will protect stable residential neighborhoods from encroachment of incompatible residential and non-residential development.

5) The City and County will help preserve areas of outstanding scenic and/or natural beauty and, where possible, include these areas in the permanent open space system

I recommend The Redlands Area Plan have a disclosure place on it (in big bold text – not buried as text in the 99 page document) that the Council no longer deems the assumptions of this Plan to be valid as all actions prove to be to the contrary of what the plan's intention and tone was just 5 short years ago. And waiting for the comprehensive plan is too far out for people making decisions now.

If this application is approved, there are probably 2 more landowners that will be right behind him for rezoning as well. Then how much longer after that will all those new residents be calling for more shopping centers and schools.

Our neighborhoods are being overtaken. We choose to live in The Redlands for the large lots, open space and quiet that it brings. Please do not allow this Growth Plan Amendment. It will cause eruptible harm to the immediate neighbors as well as to the Redlands in general.

Sincerely,

*Kelly*

Kelly Dosier  
2121 Monument Village Cir.  
Grand Junction

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January 29, 2008

Mr. Scott Peterson  
Senior Planner, City of Grand Junction  
250 N 5th St.  
Grand Junction, CO 81501

Dear Mr. Peterson,

It has come to our attention that Mac Cunningham is again asking the City of Grand Junction to amend the Redlands Growth Plan for his proposed development at 2098 E 1/2 Rd.

As you are aware, currently the estate zoning on this property allows for one home per two to five acres, and Mr. Cunningham is asking for as many as FOUR homes per acre.

This is totally inappropriate for the Redlands, where the average lot size is approximately 2.0 - 2.5 acres. We are not opposed to development, we only ask that it be compatible with the surrounding area. As you have stated in your Strategic Plan, page 39, "Planning should help maintain the quality of life in existing neighborhoods. That is all that we are asking for. If the city doesn't not follow any outlines that have been laid out then why use the taxpayers money spending labor hours to lay out these plans??? How can a family feel confident in their decision to purchase a home somewhere when the Plans are not really what the plan is? Doesn't seem honest or right does it?

Does this proposal of Mr. Cunningham take into account environmental impacts, school impacts, road impacts, flooding problems, and wildlife impacts? The schools in the area are already filled to capacity. We are at a point with FMHS that we need to have an additional high school as of today. Please take some time, do your homework, and check out the school and road issues. It is hard already for several neighborhoods to access Broadway, so now you think it's wise to add an additional onslaught of cars???

The Redlands Area Plan Book designates approximately 80% of this development property as having corrosive soil and rock, expansive soil and rock and flash flooding. This does not seem to be a suitable place for a high density development, does it?

If this is resurrecting a prior plan for the City to receive a so called "free" golf course as part of this package, can the City Planning Dept. or City Council objectively decide on this issue without any conflict of interest issues that



might potentially expose the City to future lawsuits if this proceeds? Also we DON'T NEED another golf course. We need a Rec center for our children, like Durango (smaller than Grand Junction), and Aspen. We need to think about future generations, not just the retirees.

Mr. Cunningham should propose development of this property at a density rate more compatible with the area it is in, and I believe most residents will not have a problem with new homes built in keeping with the residential setting of the Redlands.

Thanks for your consideration.

Robert and Linda Jones  
1993 South Broadway  
Grand Junction, CO 81503

cc: Laurie Kadrach  
Jim Doody  
Bonnie Beckstein  
Bruce Hill  
Gregg Palmer  
Linda Romer Todd  
Teresa Coons  
Doug Thomason

FRANK T. STEUART  
544 S. BROADWAY  
GRAND JUNCTION, CO 81503

January 28, 2008

Dear City Manager,

I am writing as a resident living very near to the proposed Lime Kiln Creek Ranch development. I have several concerns about the proposal which I would like you to consider.

The proposed development is out of character with the surrounding homes. Increasing the density from the current 2-5 acres per home to four homes per acre is a dramatic change.


The proposed development would affect the quality of life in the existing neighborhoods. This is an element of the City's 2002 Strategic Plan (p. 39). This provision reflects the community values of having growth occur in a reasonable, planned, high quality manner. The huge leap in growth proposed here would lead to much more traffic on Broadway, Redlands Parkway and small local streets, noise, light pollution and serious pressure on schools, utilities and emergency services. The city would be rejecting its own Strategic Plan if it approves the development.

The citizens of the area strongly oppose this development as being too much and not good quality. The developer has not been required to commit to meeting all the quality standards set by the City's Strategic Plan and in fact does not appear to be able to meet such standards.

In the 2002-2012 Updated plan as of 2005-2006, the Plan states that "The City recognizes that growth and its impacts are of great importance to local residents. The City's intent is to manage growth so that it is of high quality and is well planned." It goes on to state the "Our community will encourage the values that reflect our small town character" and a stated goal is to "Emphasize neighborhood and area citizen-based planning. Adhere to plans once adopted and emphasize high quality development."

I strongly urge the City Council and City Manager to oppose and vote against this proposed development. Wait for the right proposal for this beautiful land in the Redlands, one that complies with the City's Strategic Plan. This is not the right one.

Thank you for your consideration.



Frank T. Stuart

January 31, 2008

Scott Peterson City Planner  
250 N 5<sup>th</sup> St.  
Grand Junction, Colorado

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Re: Cunningham Annexation 2098 E ½ Rd.

Mr. Peterson

I Alice Smith live at 467 Wildwood Dr. I have lived here for 32 years. My front door faces Wildwood Dr., My back door faces South Broadway. The school district has purchased the land behind me to build a high school. I have issues with the roads, the traffic, and the attitude of the powers that be about the way they are wanting to change the life style of the area. We built here to avoid the very thing that is happening now. I wake up to traffic at 6:00AM and it is on all day. The road is narrow(as you already now) there is a projected (1,200 students in high school) at least 700 modes of transportation in and out of here every day. This does not include all the other traffic that is already increased 100 fold.

I have issues with the outdated agreements, guide lines, and the council approving everything regardless of the residents in the different areas of the valley. This valley is projected to grow but we do not have to turn it into another city that is ruined by overbuilding and empty housed. The subdivision next to me, houses were built and sat empty for close to a year.

I have a business card on my desk from the city that has on it:

COMPREHENSIVE PLAN  
YOUR COMMUNITY  
YOUR LIFE  
YOUR PLAN  
WE WANT TO HEAR FROM YOU!

When is this going to happen?

Thank You  
Alice M. Smith  
467 Wildwood Drive  
Grand Junction, Colorado 81503

**Scott Peterson - Cunningham Re-Zoning**

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**From:** "Ken Scissors" <scissorsgj@gmail.com>  
**To:** <planning@gjcity.org>  
**Date:** 1/30/2008 4:38 PM  
**Subject:** Cunningham Re-Zoning

---

I would like to clarify my position on the Cunningham re-zoning request. I made comments at the recent public hearing indicating that I understood and sympathized with both sides of the issue, but my bottom line personal opinion is that the re-zoning should not be allowed. I apologize for not being clear about that. Please remove my name from the list of supporters of the re-zoning.

Thank-you,

Kenneth Scissors 2073 Corral de Terra

January 28, 2008

Mr. Mayor, City Council Members, City Manager and City Planner,

My name is Vickie Howe. I live at 2083 Hodesha in Grand Junction, Co. This letter is regarding a rezoning hearing that I believe is scheduled for the February 6th, 2008 City Council meeting.

My property is adjacent to the Cunningham Investment property located at 2098 E 1/2 Road. (also known as the Lime Kiln Creek Ranch property).

Mr. Cunningham is asking for rezoning to put 4 units per acre on this 28+ acres.

I have several concerns about this rezoning.

The Cunningham property includes a large amount of low lying areas. I have been told that this is designated wetlands. When I contacted the Army Core of Engineers they state that as long as Mr. Cunningham has a permit and replaces the wet lands with comparable areas there is nothing they can do to preserve them as they are now. That being stated, my next concern is that because of this large amount of low lying area the building will have to take place in a much smaller area than the entire 28+ acres. Thus, making the density even higher!

Even at the 4 houses per acre on the entire 28+ acres this is definately NOT consistant with the surrounding area!

I am enclosing pages of arials of the adjoining properties to the Cunninghams with the amount of acres and the number of dwellings on each parcel. The first page is a index (if you will) with all of the properties numbered that match the numbered arials.

If you will look at the first page (the index) and coordinate it with all of the following pages you will see that even though the zoning on these properties is 2-4 per acre that is not the way they were built nor are used at this time. Most of the properties have larger outbuildings, barns, shops etc.

I do apogize that these arials are not to scale-it doesn't really matter--my goal was to quickly show you that Mr. Cunningham wanting to rezone will **NOT ENHANCE THE EXHISTING NEIGHBORHOODS.**

Page 39 of the Original Plan from 2002 states: Principle Support /Enhance Existing Neighborhoods. 1. Planning should help maintain the **QUALITY OF LIFE IN EXHISTING NEIGHBORHOODS.**

**In my opinion (and obviously many others!) this will be like a 'meteorite' of high density homes falling out of the sky and landing in a most inappropriate place!!**

The comment that I get from anyone who has not been to my home before is "Wow, I didn't know this was even back here!" When driving down Hodesha from the street side it appears to be an area where the houses are on larger than normal lots, but when stepping into any of the back yards it is quickly noted that these are acrages, NOT LOTS!

I cannot imagine the hours that all of you put in, on what appears to me, to be a pretty much thankless, stressful job, however, I am going to ask you to put in ONE MORE HOUR and drive to my property and go to the right of my concrete driveway onto the dirt drive down to my shop and barn area. It will be easy to get a feel of how spacious the area and all of the lots there are. Look directly up onto the hill to the back of my property and that is the Cunningham property. Please try to visualize 4 houses per acre on that hill. As you can see the lower part is not buildable (buildable being the key word). There was a VERY large hole dug on this property nine to ten years ago to try to dry the area up. Bentonite was being sold out of the hole and therefore was stopped because there was no mining permit. However, when the digging was stopped the large hole wasn't filled, it just became a mosquito pit and a wild animal trap. It is there today. Again, I ask that you please drive out and look over the area. Please feel free to come by anytime and If you have any questions you can call me at 971-245-6791 or 970-640-0003.

Mr. Pitts was the only planning commission member who voted against the rezone request. He did indeed take the time to drive out onto the Cummingham property and look down on the surrounding homes. You

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may also want to drive up onto the Cunningham property and look down onto our backyards and the entire existing neighborhoods.

I know building is going to happen and I have no complaints with the Estate Zoning. That would be compatible with the surrounding area.

There is a subdivision called The Preserve off of 21 Road and Broadway that has the ultimate layout of what these large areas should be developed like.

My next concern is the amount of traffic the higher zoning will generate. It is a nightmare to try to pull out to the right onto Broadway (Highway 340) from 21 1/8 Road now. Especially in the morning during rush hour and school time. Trying to turn to the left is almost impossible. If you are pulling a horse trailer it is impossible without endangering your life, the other motorists lives and your animals lives.

I cannot help but keep thinking that this is just like the first development that didn't pass because, for whatever reason, the City pulled out of the deal with the developers and the proposed golf course etc. It seems to me that this is just working backwards to accomplish the same thing.

At the planning commission meeting when Scott Peterson stated that he recommended the rezone and stated that the Hodesha and Greenwood areas are zoned 2-4 houses per acre, he did not go on to say that they are NOT used this way and I do not recall that any of the planning commission members asking him how these properties were used. ( If they were all built 2-4 units per acre or if indeed they were all single dwellings on these larger acerages.) This makes me wonder if the members hadn't been to the property how would they even know if this rezone would or would not enhance the existing neighborhood.

And last, all of this rezoning to accomodate increased building is unfair to those of us who have been here through all of the ups and downs of this valley. We stuck it out, kept our businesses going and have given back to the community in every way possible and now we are being forced out of the lifestyle we have worked so hard to keep, to accomodate the rising population and all of the greed that appears to come with it.

Thank you so much for your time and your serious attention to this very important matter. Again, please feel free to come onto my property and enjoy the spaciousness anytime!

*Vickie Howe*

Vickie Howe  
2083 Hodesha Ct.  
Grand Junction, Co. 81503  
970-245-6791

*Scott,*

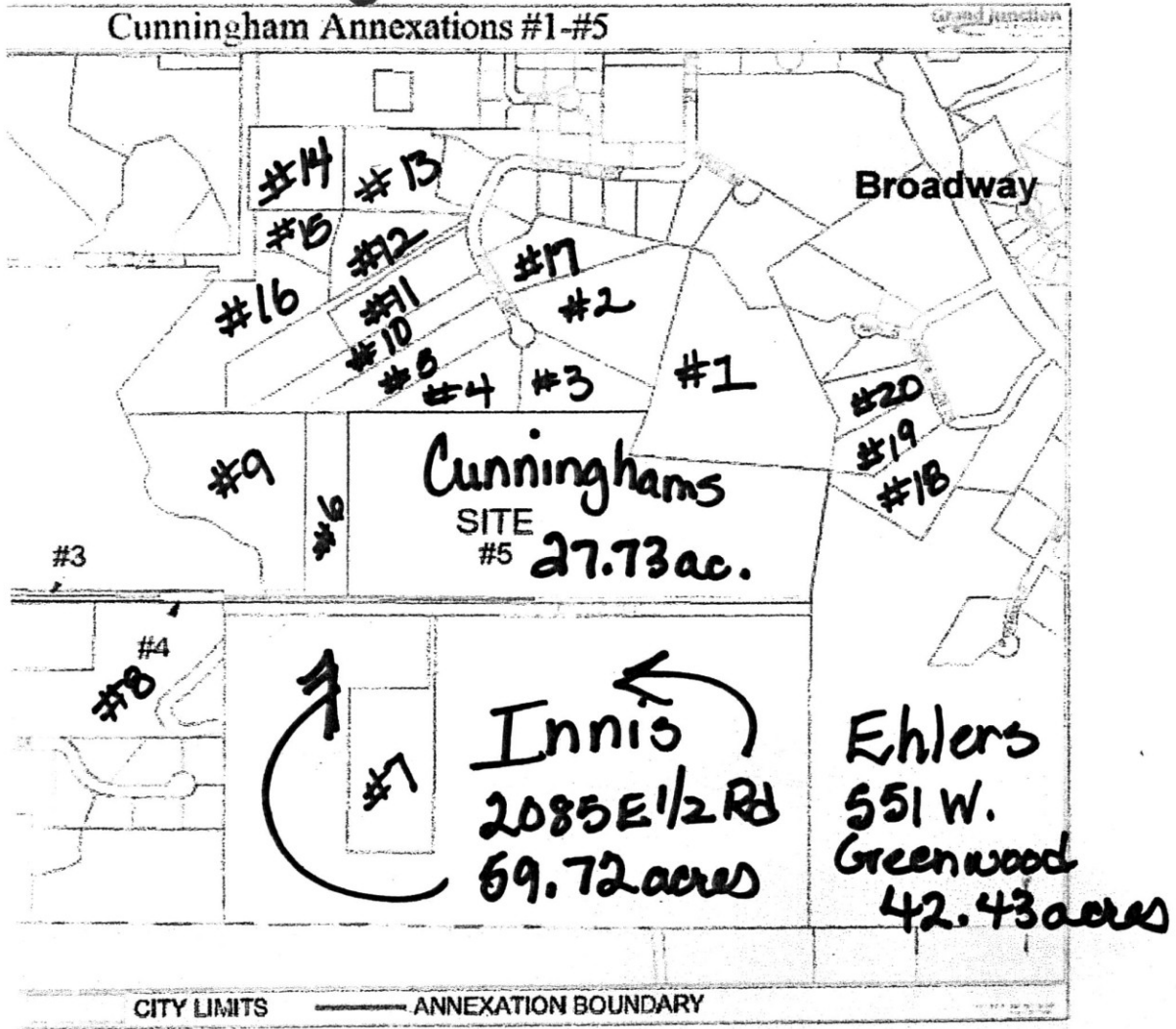
*My comment about your recommending the rezone + not going on to say the existing properties weren't built on this way was only to voice my concern about the planning com. members maybe not even seeing the area.*

*Thanks*

*See you in Feb!*

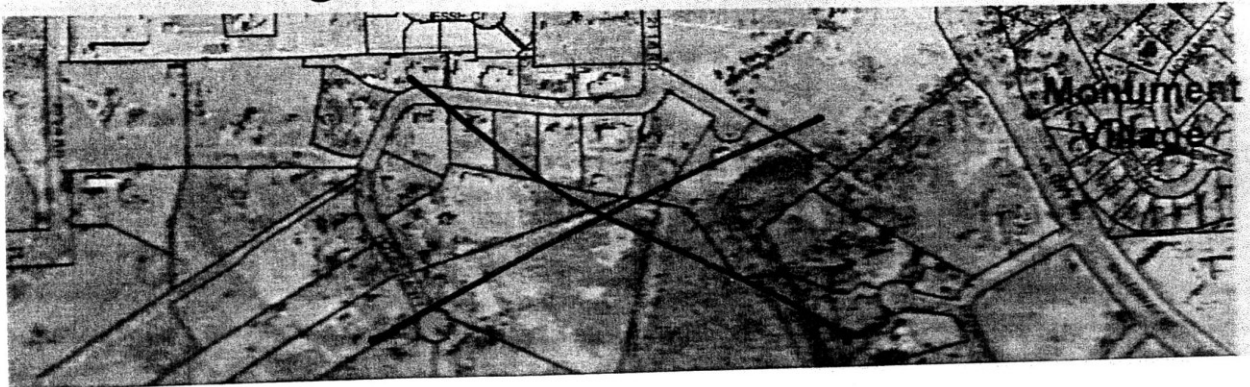
*Vickie Howe*

Figure 1



# oto Map – 2098 E 1/2 Road

Figure 2



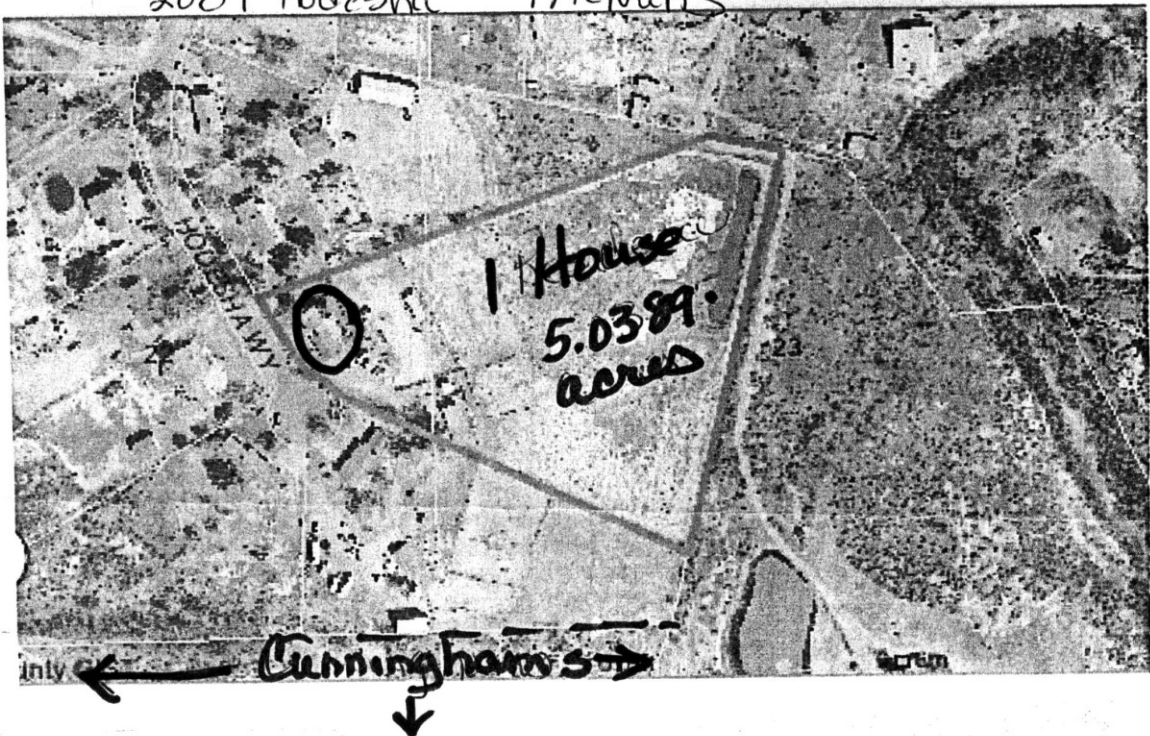
Index

#1 GRAYBOW 2115 Hodesta  
9.976 Acres  
1 Dwelling



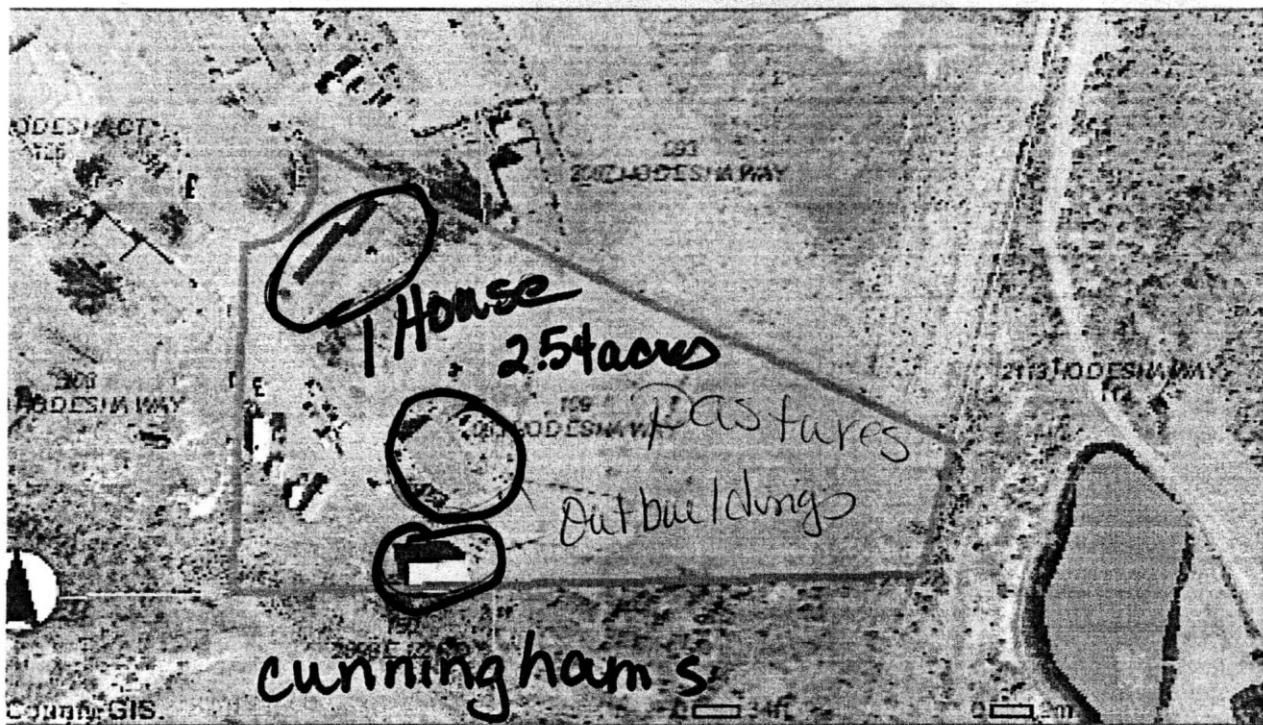
#2 McNutt 2087 Hodesta  
5.038 Acres  
1 Dwelling with outbuilding

2087 Hodesta McNutt



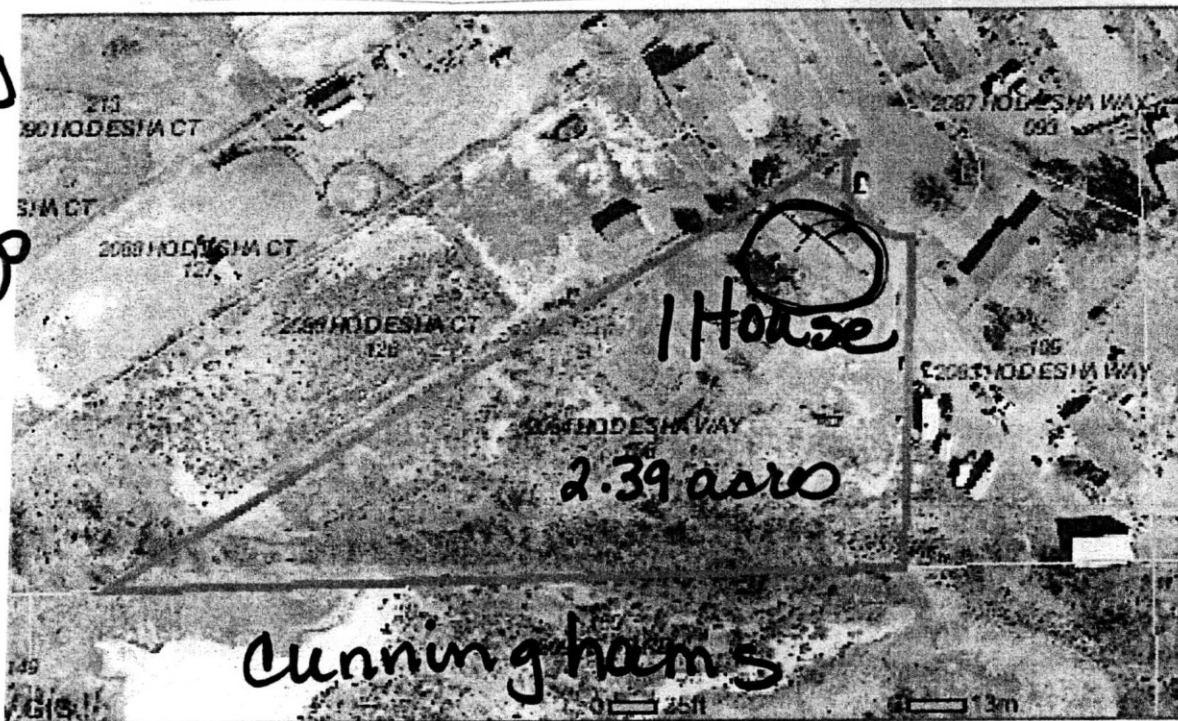


#3 My property 2083 Hodesta  
Vickie Howe 2.5449 acres  
1 Dwelling with out buildings

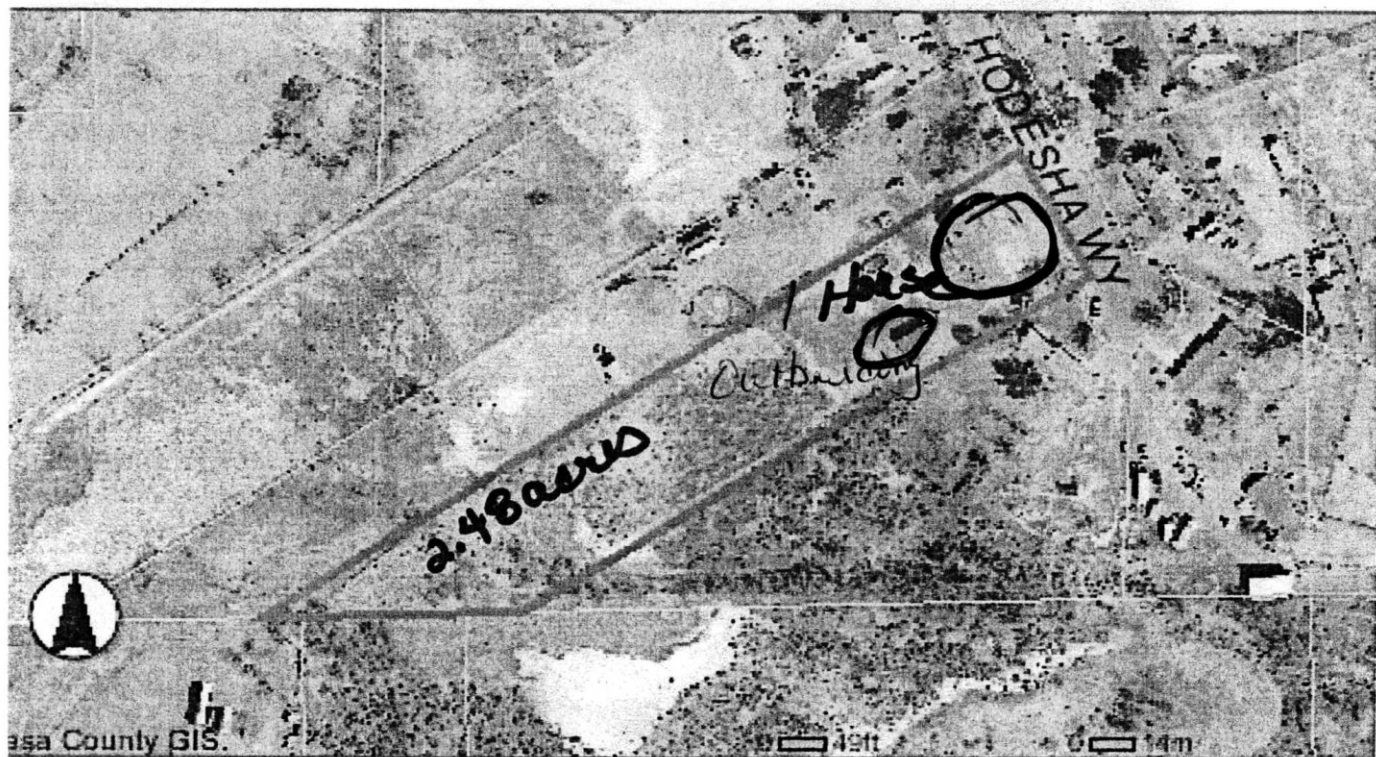


#4 Heath/Crawford Trust 2084 Hodesta  
2.393 acres

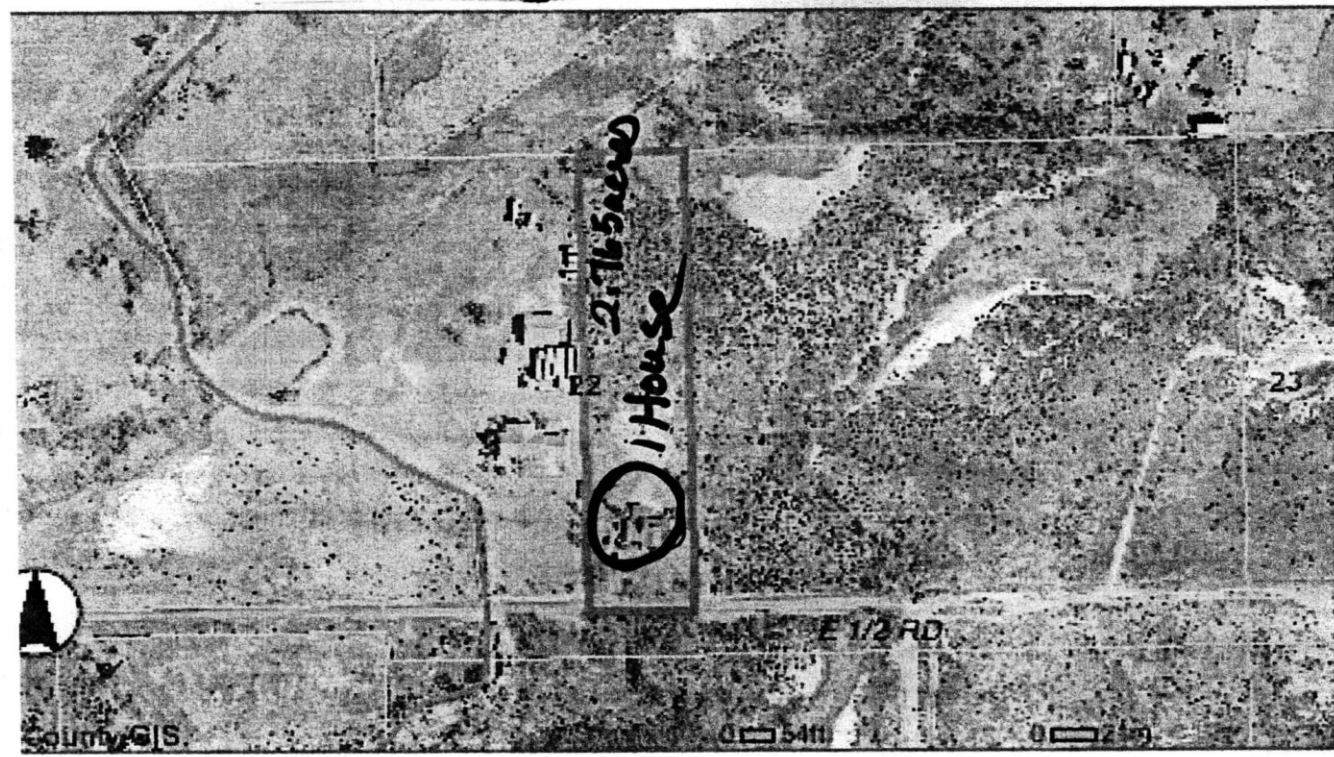
1 Dwelling  
NO  
out  
buildings



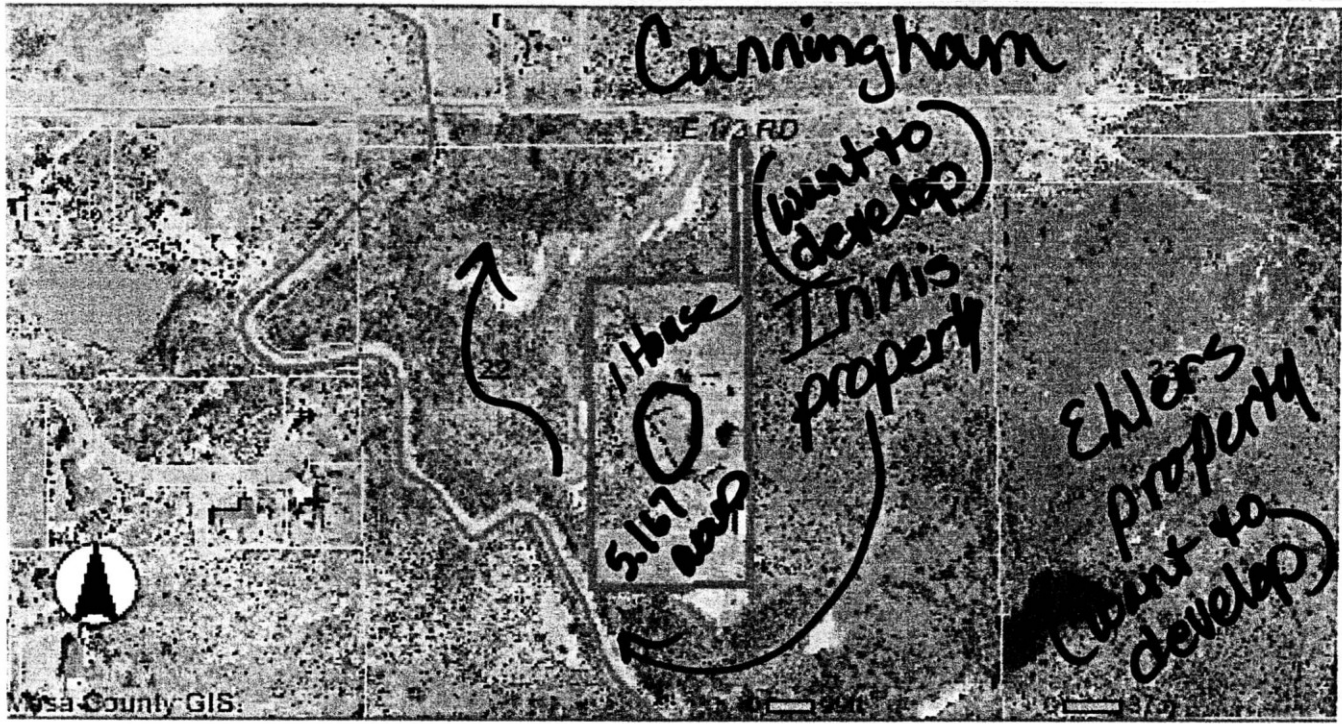
#5 Rogers 2086 Hodesta  
2.48 acres  
1 Dwelling with outbuildings



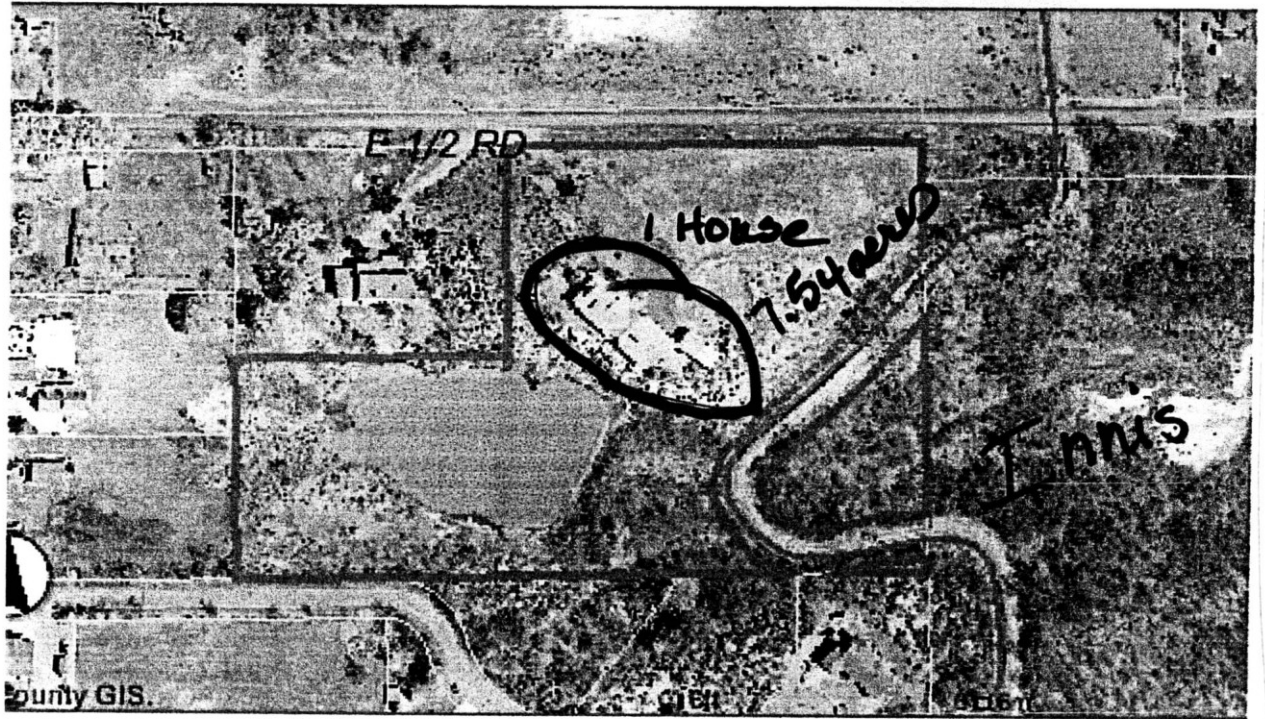
#6 Fee 2082 E 1/2 Rd  
2.765 acres  
1 Dwelling



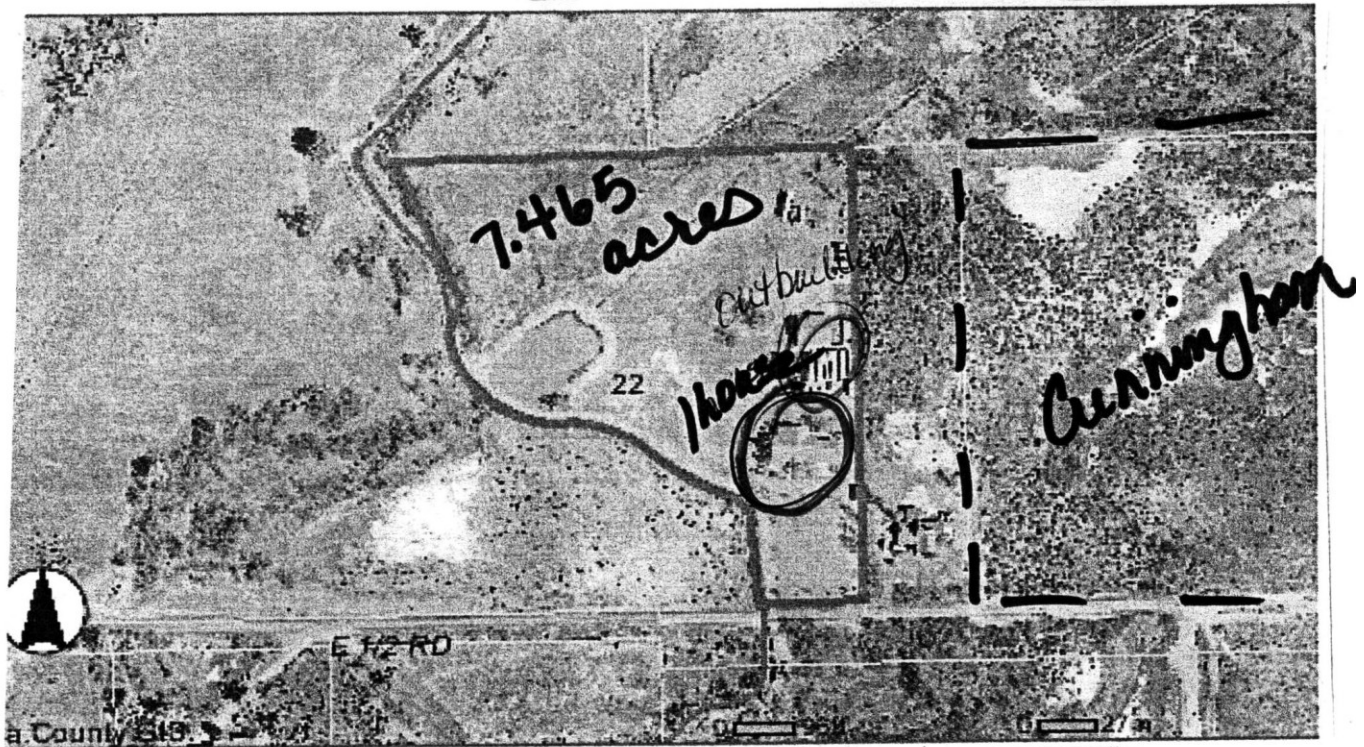
#7 Brown, B 552 20 1/2 Road  
5.167 acres  
1 Dwelling with out buildings



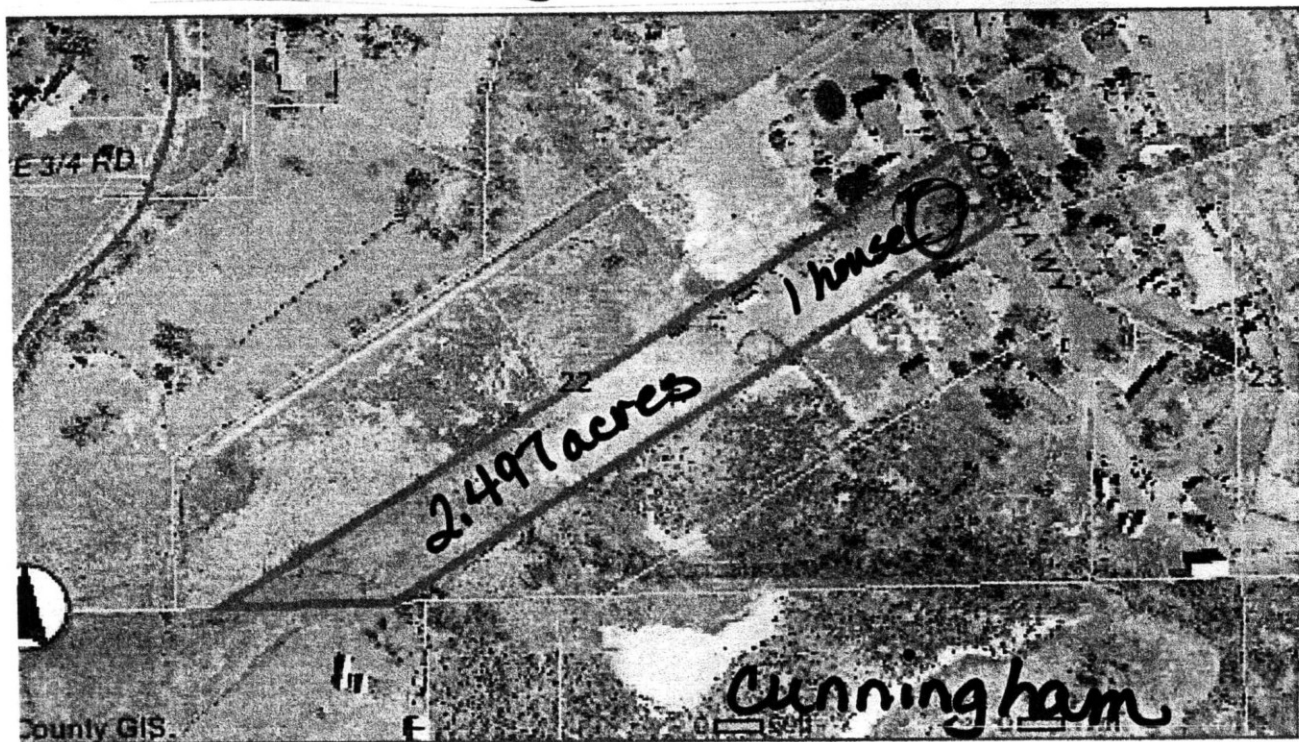
#8 Brown, P. 2067 E 1/2 Rd  
7.54 acres  
1 Dwelling



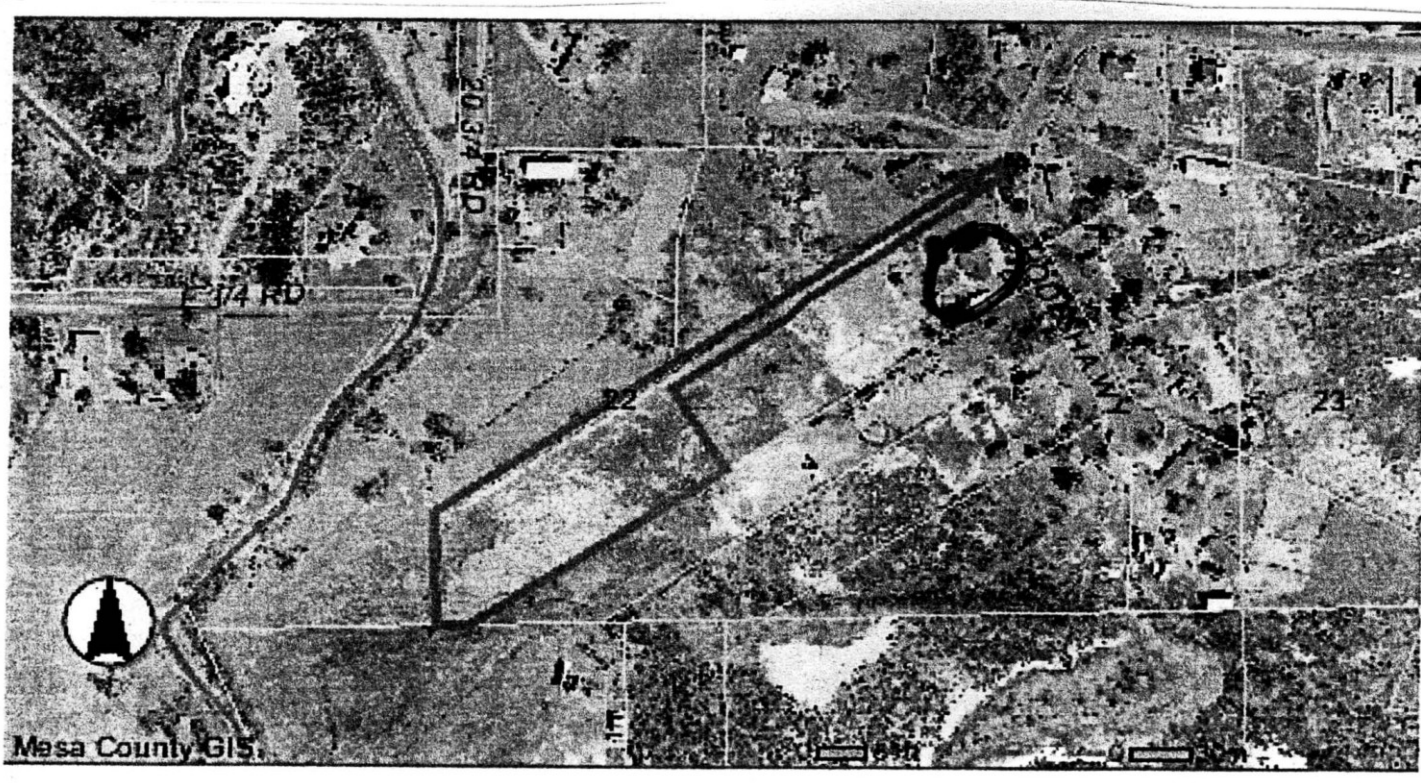
#9 Derby 2080 E 1/2 Rd  
7.465 acres  
1 Dwelling with outbuildings



#10. Fife 2088 Hodesta  
2.497 acres  
1 Dwelling with outbuildings



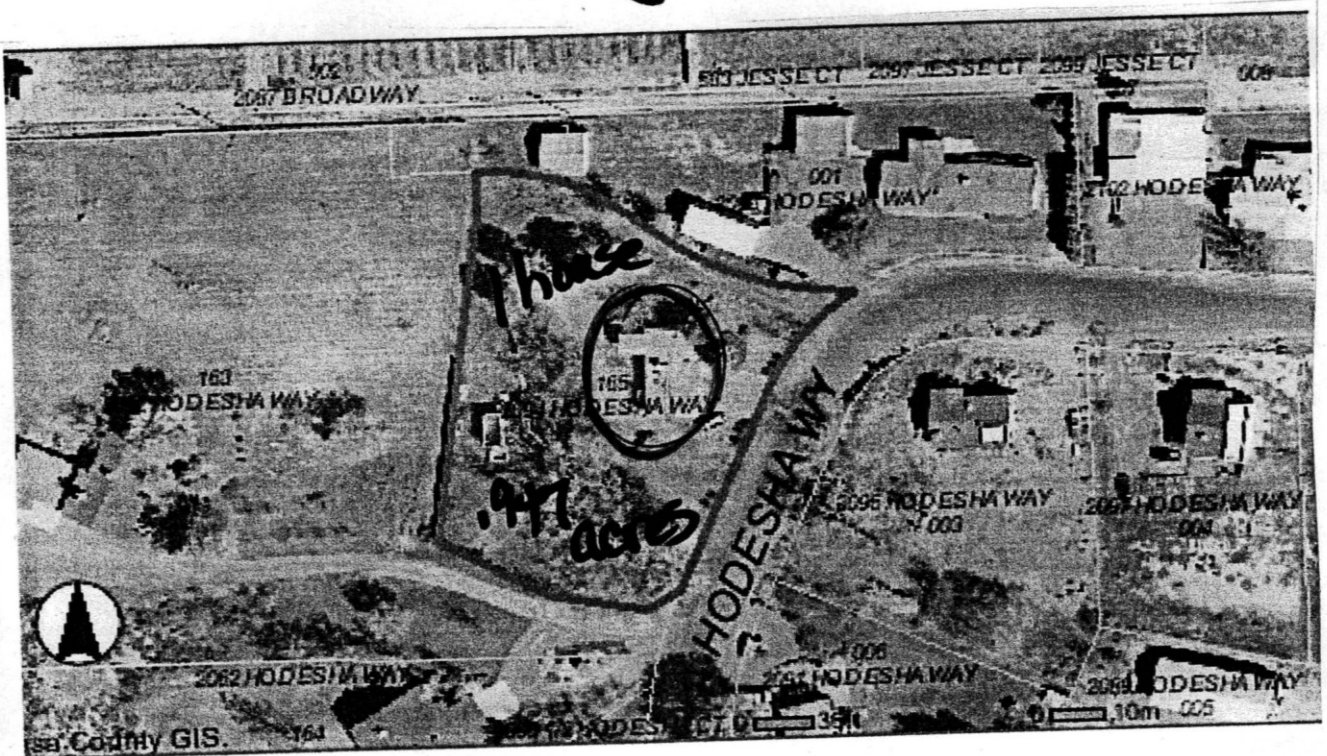
#11 Boyle 2090 + 2090 1/2 Hodesta  
5.045 acres  
1 Dwelling



#12 Wortman 2062 Hodesta  
2.24 acres  
1 Dwelling



#13 Kukhausen 2094 Hodesta  
1.947 acres  
1 Dwelling





#15 Gallegos #1 578 2034 Rd  
1.38 acre  
1 Dwelling



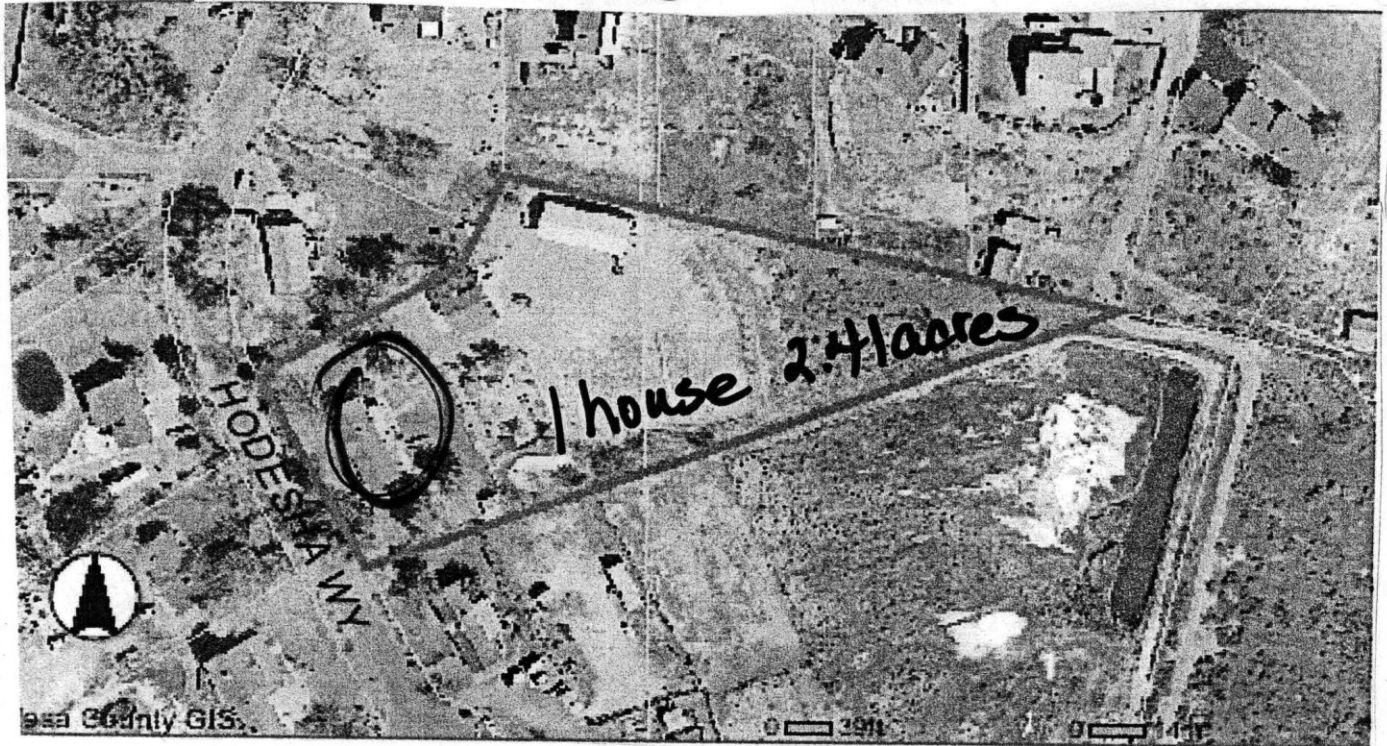
#16 Gallegos #2 572 2034 Rd.  
5.63 acres  
no dwelling

~~the other~~

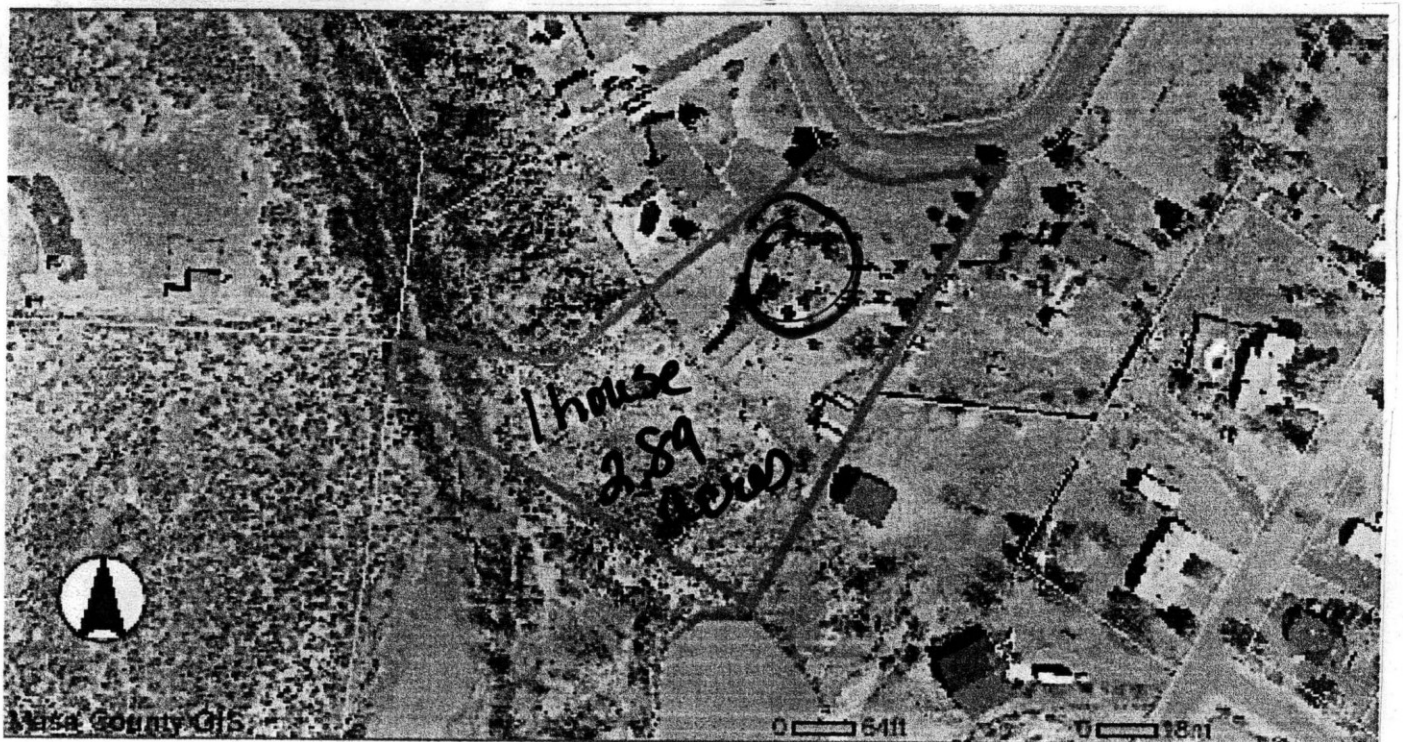




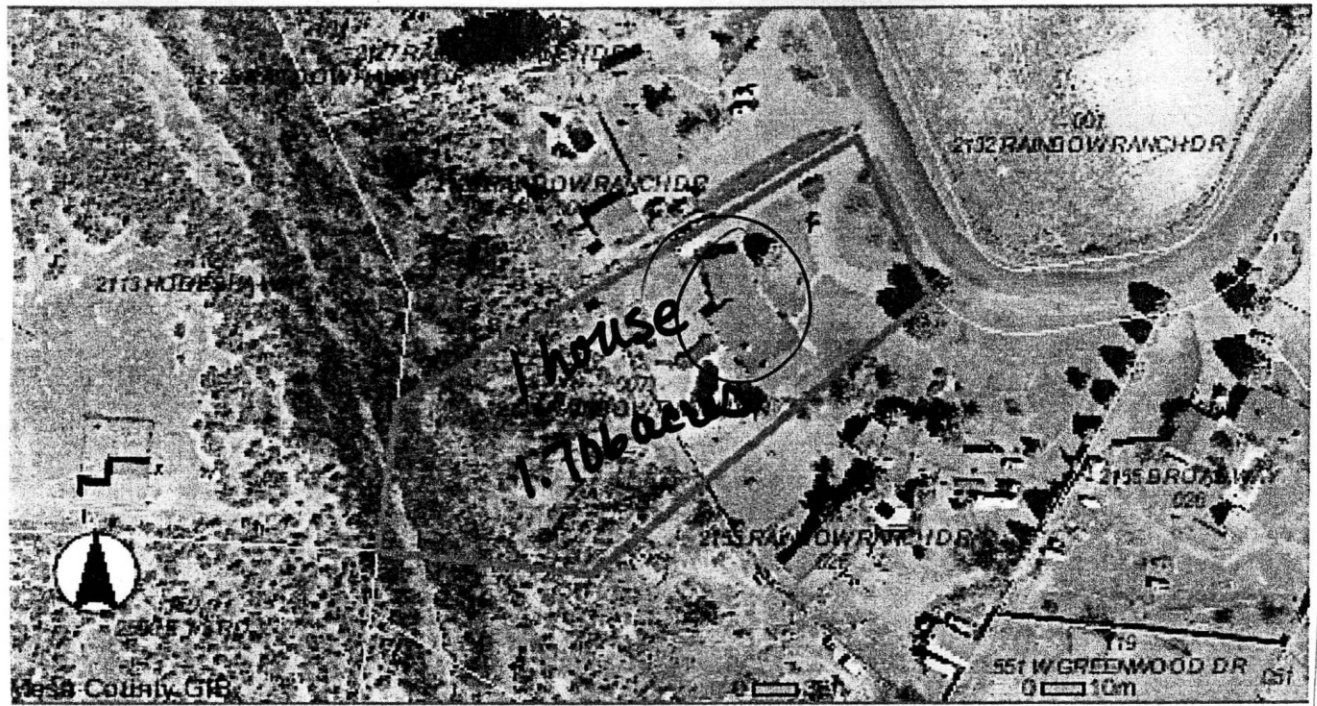
#17 Laurita 2089 Hodesta  
2.41 acres  
1 Dwelling with outbuildings



#18 Schnell 2133 Rainbow Ranch Rd.  
2.89 acres  
1 Dwelling



#19 Roach 2131 Rainbow Ranch Rd  
1.706 Acres  
1 Dwelling



#20 Stephens 2129 Rainbow Ranch Rd  
1.531 acres  
1 Dwelling



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE GROWTH PLAN OF THE CITY OF GRAND JUNCTION TO DESIGNATE APPROXIMATELY 27.7 +/- ACRES LOCATED AT 2098 E ½ ROAD FROM ESTATE (2 – 5 AC./DU) TO RESIDENTIAL MEDIUM LOW (2 – 4 DU/AC.) TO BE KNOWN AS LIME KILN CREEK RANCH**

Recitals:

A request for a Growth Plan Amendment has been submitted in accordance with the Zoning and Development Code. The applicant has requested that approximately 27.7 +/- acres, located at 2098 E ½ Road be redesignated from Estate (2 – 5 Ac./DU) to Residential Medium Low (2 – 4 DU/Ac.) on the Future Land Use Map.

In a public hearing, the City Council reviewed the request for the proposed Growth Plan Amendment and determined that it satisfied the criteria as set forth and established in Section 2.5 C. of the Zoning and Development Code and the proposed amendment is consistent with the purpose and intent of the Growth Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS REDESIGNATED FROM ESTATE (2 – 5 Ac./DU) TO RESIDENTIAL MEDIUM LOW (2 – 4 DU/AC.) ON THE FUTURE LAND USE MAP.

Parcel Number 2947-221-00-150

Located at 2098 E ½ Road

A parcel of land situated in the SE ¼ NE ¼ of Section 22 and the SW ¼ NW ¼ of Section 23, all in Township 11 South, Range 101 West of the 6<sup>th</sup> P. M., being more particularly described as follows:

Beginning at the East Quarter corner of said Section 22;  
Thence North 89 degrees 36'00" West along the South line NE ¼ of said Section 22 a distance of 849.21 feet;  
Thence North 00 degrees 00'56" East 737.76 feet;  
Thence North 89 degrees 59'50" East 1150.35 feet;  
Thence South 22 degrees 00'46" West 188.55 feet;  
Thence South 85 degrees 56'19" East 779.40 feet;  
Thence South 08 degrees 17'00" West 525.73 feet;

Thence North 89 degrees 36'00' West 932.42 to the Point of Beginning, Mesa County, Colorado

Said parcel contains 27.7 acres (1,206,612 square feet), more or less, as described.

PASSED on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

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

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