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

MONDAY, MARCH 1, 2010, 7:00 P.M.

Call to Order

Post Colors/Pledge of Allegiance – Jr. Girl Scout Troop 194
Invocation – Pastor Art Blankenship, Canyon West Worship
Center

[The invocation is offered for the use and benefit of the City Council. The invocation is intended to solemnize the occasion of the meeting, express confidence in the future and encourage recognition of what is worthy of appreciation in our society. During the invocation you may choose to sit, stand or leave the room.]

Proclamations/Recognitions

Proclaiming March 7 – 13, 2010 as “Girl Scout Week” in the City of Grand Junction

Proclaiming March 8 – 12, 2010 as “Women in Construction Week” in the City of Grand Junction

Council Comments

Citizen Comments

*** Indicates New Item

® Requires Roll Call Vote

REVISED

***** CONSENT CALENDAR ***®**

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

Action: Approve the Minutes of the February 17, 2010 Regular Meeting

2. **Setting a Hearing on the KD Annexation, Located at 823 22 Road** [File # ANX-2010-006] [Attach 2](#)

Request to annex 10.12 acres located at 823 22 Road. The KD Annexation consists of one parcel and is a serial annexation.

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

Resolution No. 11-10—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, KD Annexation, Located at 823 22 Road

®Action: Adopt Resolution No. 11-10

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, KD Annexation, Approximately 10.12 Acres, Located at 823 22 Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for April 5, 2010

Staff presentation: Justin T. Kopfman, Associate Planner

3. **Continue Public Hearing—Sign Code Amendment** [File # TAC-2009-251] [Attach 3](#)
(Continued from February 1, 2010)

Proposed amendment to repeal Section 4.2B6 of the Zoning and Development Code regarding lighted, moving and changeable copy signs. City Staff is requesting an additional continuance to complete research and discussions with CDOT staff regarding the difference between City and State sign regulations and the potential impacts of said regulations.

Proposed Ordinance Repealing Section 4.2B6 of the City of Grand Junction Zoning and Development Code Regarding Lighted, Moving and Changeable Copy Signs

Action: Continue Public Hearing to April 5, 2010

Staff presentation: Lisa Cox, Planning Manager

4. **Somerville and Anderson Ranch Lease** [Attach 4](#)

In an August 2009 City Council meeting the Council gave its authorization for City Staff to enter into negotiations with Howard and Janie Van Winkle on the leasing of the Somerville and Anderson ranches. A negotiated lease has been completed and is now ready for the City Manager to sign.

Resolution No. 12-10—A Resolution Authorizing a Ten-Year Lease of the City's Somerville and Anderson Ranch Properties to Howard and Janie Van Winkle

Action: Adopt Resolution No. 12-10

Staff presentation: Greg Trainor, Utilities, Streets, and Facilities Director
Rick Brinkman, Water Services Manager

5. **Federal Aviation Administration Grant at the Grand Junction Regional Airport for the West Air Carrier Ramp Reconstruction** [Attach 5](#)

This is a grant for the reconstruction of the West Air Carrier Ramp at the Grand Junction Regional Airport. Total funding for this project will be approximately \$5,000,000.00. Congress has approved a two part AIP program for 2010. The Supplemental Co-sponsorship Agreements are required by the FAA as part of the grant acceptance by the City.

Action: Authorize the Mayor and City Attorney to Sign the FAA Grant Documents for West Air Carrier Ramp Reconstruction at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreements for the Grant Award

Staff presentation: Eddie F. Storer, Assistant Director/Construction Manager

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

*** ITEMS NEEDING INDIVIDUAL CONSIDERATION ***

6. **Funding Recommendations for Arts and Cultural Events and Projects and Presentation of Annual Report for 2009** [Attach 6](#)

The Commission on Arts and Culture annually makes recommendations for grant awards to local non-profit organizations to support arts and cultural events, projects, and programs in Grand Junction, which are expected to reach an audience of over 250,000 citizens and visitors and help promote employment, education, exhibit, and sales opportunities for many artists, musicians, and non-profit sector employees in the community. The Commission also presents the annual State of the Arts report for 2009.

Action: Approve the Recommendations from the Commission on Arts and Culture for Grant Funding

Staff presentation: Rob Schoeber, Parks and Recreation Director
Allison Sarmo, Cultural Arts Coordinator
Kat Rhein, Commission on Arts and Culture Chair

7. **Public Hearing—Petition for Exclusion from the Downtown Grand Junction Business Improvement District for Property Located at 337 South 1st Street (Pufferbelly Restaurant)** [Attach 7](#)

On August 4, 2009, Mr. Arvan J. Leany filed a letter and the required deposit to initiate consideration of the exclusion of his property, located at 337 S. 1st Street (Pufferbelly Restaurant) from the Downtown Grand Junction Business Improvement District. On August 17, 2009, the City Council referred the matter to the Downtown Grand Junction Business Improvement District (DGJBID) Board. The DGJBID heard the request on October 22, 2009 and with a tied vote, the motion to grant the request was defeated. The result was taken back to City Council, who remanded the matter back to the DGJBID Board. The DGJBID Board reheard the matter on January 28, 2010 and sent a recommendation for exclusion back to the City Council.

Ordinance No. 4407—An Ordinance Excluding Property Owned by Arvin J. Leany from the Downtown Grand Junction Business Improvement District, Located at 337 South 1st Street (Pufferbelly Restaurant)

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4407

Staff presentation: John Shaver, City Attorney

8. **Public Hearing—Expanding the Boundaries for the Grand Junction, Colorado Downtown Development Authority to Include 847, 851, and 861 Rood Avenue** [Attach 8](#)

The DDA has been petitioned by Armstrong Consultants, Inc. and Corsi Ventures, LLC to include three properties into the DDA boundaries. Inclusion of these properties within the DDA boundaries will serve to promote community stability and prosperity by improving property values, assist in the development and redevelopment of the district and provide for the continuance of economic health in the community.

Ordinance No. 4408—An Ordinance Expanding the Boundaries for the Grand Junction, Colorado Downtown Development Authority to Include 847, 851, and 861 Rood Avenue

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4408

Staff presentation: John Shaver, City Attorney
Heidi Hoffman Ham, DDA Executive Director

9. **Public Hearing—Zoning the Sunlight Subdivision Planned Development and Approval of the Preliminary Development Plan, Located at 172 and 174 Sunlight Drive** [File #ANX-2006-348 and PP-2008-051] [Attach 9](#)

A request to zone 11.21 acres to PD (Planned Development) with a default zone of R-4 (Residential – 4 units per acre) and consideration of a Preliminary Development Plan (PDP) for Sunlight Subdivision.

Ordinance No. 4409—An Ordinance Zoning the Sunlight Subdivision Annexation to PD (Planned Development) Zone, by Approving a Preliminary Development Plan with a Default Zoning of R-4 (Residential – 4 Units Per Acre), Located at 172 and 174 Sunlight Drive

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4409

Staff presentation: Lori V. Bowers, Senior Planner

10. **Public Hearing—Old Mill Vacation of Rights-Of-Way, Located at 1101 Kimball Avenue** [File #VR-2008-373] [Attach 10](#)

Applicant is requesting to vacate two existing, unimproved rights-of-way and an unused water line easement. The applicant would like to further develop the property in the future and vacation of these rights-of-way and the easement will remove unnecessary encumbrances on the site.

Resolution No. 13-10—A Resolution Vacating a Water Line Easement Located at 1101 Kimball Avenue

Ordinance No. 4410—An Ordinance Vacating Road Petition for 27 Road Alignment Located Approximately Between Kimball Avenue and Unawep Avenue

Ordinance No. 4411—An Ordinance Vacating Right-of-Way for South 12th Street Located Between Kimball Avenue and the Colorado River

®Action: Adopt Resolution No. 13-10 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4410 and 4411

Staff presentation: Senta L. Costello, Senior Planner

11. **Public Hearing—Noland Avenue Right-of-Way Vacations Located at Noland Avenue South of the Riverside Parkway** [File #VR-2009-225] [Attach 11](#)

This is a request by the City of Grand Junction to vacate three surplus right-of-way areas totaling 0.78 acres. These remnants have been rendered impractical as right-of-way because of the alignment of the Riverside Parkway through the area.

Vacation #1: Alley right-of-way located within Block One of the South Fifth Street Subdivision, north of Noland Avenue and south of the Riverside Parkway.

Vacation #2: A portion of right-of-way located within Lot 20 of the South Fifth Street Subdivision, north of Noland Avenue acquired for the Riverside Parkway in Book 3973, Pages 628-631.

Vacation #3: A portion of Noland Avenue right-of-way located between 5th Street and 7th Street south of the Riverside Parkway and an alley right-of-way within Block 2 of the South Fifth Street Subdivision between Struthers and the Riverside Parkway.

Ordinance No. 4412—An Ordinance Vacating Alley Right-of-Way Located Within Block One of the South Fifth Street Subdivision North of Noland Avenue and South of the Riverside Parkway

Ordinance No. 4413—An Ordinance Vacating Right-of-Way Located within Lot 20 of the South Fifth Street Subdivision North of Noland Avenue Acquired for the Riverside Parkway in Book 3973, Pages 628-631

Ordinance No. 4414—An Ordinance Vacating a Portion of the Noland Avenue Right-of-Way Located between 5th Street and 7th Street South of the Riverside Parkway and an Alley Right-of-Way Located within Block 2 of the South Fifth Street Subdivision between Struthers and the Riverside Parkway

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4412, 4413, and 4414

Staff presentation: Judith Rice, Associate Planner

12. **Public Hearing—TNG Rezone, Located at 29 Road and G Road** [File #RZ-2008-378] [Attach 12](#)

Request to rezone 2.63 acres, from an R-5 (Residential 5 units/acre) to a C-1(Light Commercial) zone district.

Ordinance No. 4415—An Ordinance Rezoning One Parcel of Land from R-5 (Residential 5 Units Per Acre) to C-1 (Light Commercial), Located at 29 Road and G Road (TNG Rezone)

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4415

Staff presentation: Michelle Hoshide, Associate Planner

13. **Public Hearing—Rimrock Landing Apartment Community Rezone, Located at 665 and 667 24 ½ Road** [File #GPA-2009-232] [Attach 13](#)

Request to rezone 14.6 +/- acres located at 665 and 667 24 ½ Road from R-12, (Residential – 12 du/ac) to R-24, (Residential – 24 du/ac).

Ordinance No. 4416—An Ordinance Rezoning Property Known as the Rimrock Landing Apartment Community Rezone from R-12, (Residential – 12 DU/Ac) to R-24, (Residential – 24 DU/Ac) Located at 665 and 667 24 ½ Road

®Action: *Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4416*

Staff presentation: Scott D. Peterson, Senior Planner

14. **Non-Scheduled Citizens & Visitors**
15. **Other Business**
16. **Adjournment**

Attach 1
Minutes from Previous Meeting

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING

February 17, 2010

The City Council of the City of Grand Junction convened into regular session on the 17th day of February 2010 at 7:01 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Tom Kenyon, Gregg Palmer, Bill Pitts, Linda Romer Todd, and Council President Bruce Hill. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Hill called the meeting to order. Council President Hill led in the Pledge of Allegiance followed by a moment of silence.

Proclamation

Proclaiming February 17, 2010 as “League of Women Voters Making Democracy Work Day” in the City of Grand Junction

Recognition/Presentation

Award from the Colorado Sports Turf Managers Association for Grand Junction’s Suplizio Field as the Colorado Sports Turf 2009 Field of the Year

Rob Schoeber, Director of Parks and Recreation, explained the award and recognized all the partners that had a part in making Suplizio Field the winner of the award as well as the crew that maintains the facility. They distributed the recent issue of the Parks Association magazine where Suplizio Field was featured on the front cover. Eddie Mort, Supervisor, thanked the public and his crew.

Certificates of Appointments

Rick Martindale, Paul Petersen, and Per Nilsson were present to receive their Certificates of Appointment to the Visitor and Convention Bureau Board of Directors

Council Comments

Councilmember Coons said, in recognition of the League of Women Voters proclamation, she had the opportunity to attend the Kids Voting dinner and she encouraged continued participation with that program. She expressed her appreciation for the League and its work with Kids Voting noting the candidate forums organized by them are the best.

Citizen Comments

There were none.

City Managers Report

Laurie Kadrich, City Manager, presented the City Managers Report. First she recognized the City for the Certificate of Award for Excellence in Financial Reporting and Sonya Stockert, Accounting Supervisor, for her work in that effort.

City Manager Kadrich said that the City has closed Juniata Reservoir as the fish have tested positive for high mercury levels. The choice is to close the reservoir to fishing and then clear the fish out of the reservoir. The water, however, is still testing clean.

City Manager Kadrich then advised the City did not receive additional grant funding for the 29 Road project (aka the TIGER grant). It was one of the last remaining Recovery Act funding opportunities. The City did receive funding from the Department of Local Affairs, a \$3.2 million dollar grant split with the County. That will be used for the viaduct.

Next, City Manager Kadrich provided the year-end report for the Avalon Theatre. This year the theatre was marketed differently due to the departure of the Cinema at the Avalon. One of the marketing efforts is the dinner and a movie, which has doubled the attendance and it continues to generate revenue for the downtown merchants. They are nearly complete with the business review of whether the symphony and other options might be under consideration for the Avalon. There has been an increase in both revenues and expenses for the Theatre.

Councilmember Coons thanked the Staff for their efforts.

City Manager Kadrich lastly provided an update to the census process emphasizing the importance of everyone being counted because it does have a direct impact to many of the revenues the City receives. In March, census forms will be mailed to every residence and will need to be returned by April 1. Grand Junction is the regional partner for the 2010 Census.

CONSENT CALENDAR

Councilmember Beckstein read the Consent Calendar and then moved to approve items #1 through #6. Councilmember Coons seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meeting**

Action: Approve the Minutes of the February 1, 2010 Regular Meeting

2. **Setting a Hearing on the Old Mill Vacation of Rights-Of-Way, Located at 1101 Kimball Avenue** [File #VR-2008-373]

Applicant is requesting to vacate two existing, unimproved rights-of-way. The applicant would like to further develop the property in the future and vacation of these rights-of-way will remove unnecessary encumbrances on the site.

Proposed Ordinance Vacating Road Petition for 27 Road Alignment
Located Approximately Between Kimball Avenue and UnawEEP Avenue

Proposed Ordinance Vacating Right-of-Way for South 12th Street Located
Between Kimball Avenue and the Colorado River

Action: Introduction of Proposed Ordinances and Set a Hearing for March 1, 2010

3. **Setting a Hearing on Rimrock Landing Apartment Community Rezone, Located at 665 and 667 24 ½ Road** [File #GPA-2009-232]

Request to rezone 14.6 +/- acres located at 665 and 667 24 ½ Road from R-12, (Residential – 12 du/ac) to R-24, (Residential – 24 du/ac).

Proposed Ordinance Rezoning Property Known as the Rimrock Landing Apartment Community Rezone from R-12, (Residential – 12 DU/Ac) to R-24, (Residential – 24 DU/Ac) Located at 665 and 667 24 ½ Road

Action: Introduction of a Proposed Ordinance and Set a Hearing for March 1, 2010

4. **Setting a Hearing on a Petition for Exclusion from the Downtown Grand Junction Business Improvement District for Property Located at 337 South 1st Street**

On August 4, 2009, Mr. Arvan J. Leany filed a letter and the required deposit to initiate consideration of the exclusion of his property, located at 337 S. 1st Street (Pufferbelly Restaurant) from the Downtown Grand Junction Business Improvement District. On August 17, 2009, the City Council referred the matter to the Downtown Grand Junction Business Improvement District (DGJBID) Board. The DGJBID heard the request on October 22, 2009 and with a tied vote, the motion to grant the request was defeated. The result was taken back to City

Council, who remanded the matter back to the DGJBID Board. The DGJBID Board reheard the matter on January 28, 2010 and sent a recommendation for exclusion back to the City Council.

Proposed Ordinance Excluding Property Owned by Arvin J. Leany from the Downtown Grand Junction Business Improvement District, Located at 337 South 1st Street (Pufferbelly Restaurant)

Action: Introduction of a Proposed Ordinance and Set a Public Hearing for March 1, 2010

5. **Setting a Hearing on Expanding the Boundaries for the Grand Junction, Colorado Downtown Development Authority to Include 847, 851, and 861 Rood Avenue**

The DDA has been petitioned by Armstrong Consultants, Inc. and Corsi Ventures, LLC to include three properties into the DDA boundaries. Inclusion of these properties within the DDA Boundaries will serve to promote community stability and prosperity by improving property values, assist in the development and redevelopment of the district and provide for the continuance of economic health in the community.

Proposed Ordinance Expanding the Boundaries for the Grand Junction, Colorado Downtown Development Authority to Include 847, 851, and 861 Rood Avenue

Action: Introduction of a Proposed Ordinance and Set a Public Hearing for March 1, 2010

6. **Outdoor Dining Lease for Trust Trifecta Enterprises, LLC, DBA Naggy McGee's Irish Pub, 359 Colorado Avenue, Unit 103**

Trust Trifecta Enterprises, LLC, DBA Naggy McGee's Irish Pub is requesting an Outdoor Dining Lease for the property located at 359 Colorado Avenue, Unit 103. They have been conditionally approved for a Sidewalk Café Permit to serve food outside in an area measuring 37 feet by 12 feet directly in front of the property. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their licensed premise and allow alcohol sales in this area.

Resolution No. 10-10—A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Trust Trifecta Enterprises, LLC, dba Naggy McGee's Irish Pub Located at 359 Colorado Avenue, Unit 103

Action: Adopt Resolution No. 10-10

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing—7th Street Historic Residential District Rezone [File #RZ-2009-253]

Consideration of a rezoning of the 7th Street Historic Residential District from PD, Planned Development, to PRD, Planned Residential Development – 7th Street with a default zone of R-8, Residential – 8 du/ac.

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

Scott Peterson, Senior Planner, presented this item. Mr. Peterson described the request and the intent of the request. The existing Planned Zone District is being replaced by a more specific zoning ordinance. The City Council will have review and consideration over any requests in the District. The zoning ordinance establishes the current lawful uses. The City inventoried the 7th Street Historical Residential District properties, collected three dimensional photographs of each structure, and the Mesa County Assessor records for each property. That information is included within the ordinance. The Planned Zone is not intended to preclude any change in use. The base zone district is R-8. The City Council also has the option to refer the application to either the Historic Preservation Board or the Planning Commission for a recommendation.

Sharon Snyder, 639 N. 7th Street, thanked the Council and the Staff for all the time put into this project. She reviewed how the issue came to light. She pointed out the historic preservation does not appear in the Comprehensive Plan. She stated there is a 7% error in the current uses in the ordinance. One home is actually a boarding house, as well as errors in three other units. The bed and breakfast was not identified in the Plan. Many of the photos are old from the Assessor's records. The address at 505 7th Street has an aerial view of the property at 515 7th Street. Ms. Snyder said that the ordinance says many things she disagrees with. She felt the Comprehensive Plan goals are stated in a way that make them more important than historical preservation. The neighborhood did want the City Council to be the decision-maker but not without criteria in place. She asked for changes. Their recommendation is to adopt a preservation ordinance, put language for preservation of the Historical District into the Comprehensive Plan, adopt the 1984 plan and amend the 1984 plan by including preservation language.

Bennett Boecheinstein, 1255 Ouray Avenue, has resided there for 17 years, voiced concern about the ordinance. He is an experienced city planner. Being on the National Register of Historic Districts is quite an accomplishment. The ordinance proposed is very weak. In his research he found a good example in Boise, Idaho which he felt protects the neighborhood. He provided a copy of the ordinance as part of his

testimony. He asked that the ordinance adoption be delayed. There is a section in the Comprehensive Plan about historical neighborhoods and buildings. He offered his time to work with Staff to develop a different ordinance that will protect not only 7th Street but other special neighborhoods in Grand Junction as well.

There were no other comments.

The public hearing was closed at 7:47 p.m.

Councilmember Coons asked if Boise's ordinance is for zoning or design guidelines.

City Manager Kadrich read the title of the ordinance which specified design guidelines. The City's intent is to develop design guidelines separately.

Council President Hill concurred and said there was a committee meeting where the committee recommended the two (zoning versus design guidelines) be separated.

Councilmember Coons agreed and suggested that Mr. Boechenstein's offer could be used for the development of those design standards.

Councilmember Kenyon thanked Mr. Boechenstein for his work in the community and accepted his offer of help. To Ms. Snyder, Councilmember Kenyon said the purpose of the ordinance is to protect the District and that Council will protect the District through change of uses. He agreed that design standards are needed and he is willing to modify the Comprehensive Plan to include additional language relative to the historical district also.

Councilmember Pitts said the language and intention can be seen as a two edged sword. The intent is to protect the area and this is a step in the right direction; the specifics can be worked out with the cooperation of the neighborhood.

Councilmember Palmer said it was pointed out that the City Council will make the decision, and he asked for clarification.

City Attorney John Shaver referenced the R-8 use zone matrix and advised the decision will ultimately be the Council's decision on any application.

Councilmember Palmer also asked what the current default zone is. City Attorney Shaver advised there is none.

Councilmember Beckstein asked what the previous zoning was. City Attorney Shaver said originally it was RMF-32 and that was changed in 1984 to a Planned Development with no underlying zone.

Councilmember Coons asked if the process will be unique if this ordinance is adopted. City Attorney Shaver said not with a Planned Zone District but the level of review is unique because all applications will come to Council.

Councilmember Todd said she is comfortable moving forward with the ordinance as presented before them, however, she thought the neighborhood will be determining the design standards.

Ordinance No. 4403—An Ordinance Zoning the 7th Street Historic Residential District Planned Residential Development by Approving a List of Uses with a Default R-8 (Residential-8) Zone

Councilmember Todd moved to adopt Ordinance No. 4403 and ordered it published. Councilmember Coons seconded the motion.

Councilmember Kenyon asked if the motion needs to include direction to Staff to continue working with the neighborhood for design standards. Councilmember Todd said that is not part of her motion.

Motion carried by roll call vote with Councilmember Beckstein voting NO.

Councilmember Kenyon stated it is important that the standards be developed by the neighborhood. Other Councilmembers agreed.

Councilmember Coons asked that Staff determine if an ordinance for those standards will be needed.

Council President Hill called a recess at 7:58 p.m.

The meeting reconvened at 8:12 p.m.

Public Hearing—Grand Junction Comprehensive Plan Adoption to Include the Area Between the Fruita and Palisade Buffers (21 Road and 34 Road), North to the Bookcliffs and South to Include Whitewater [File #PLN-2009-219]

The Comprehensive Plan replaces the City's Growth Plan, the Mesa County's Joint Urban Area Plan, Chapter 5 of the Mesa Countywide Land Use Plan, the 2000 Orchard Mesa Neighborhood Plan, and the 1998 North Central Valley Plan. The Comprehensive Plan establishes a vision for the community and through its goals and policies, that vision to become the most livable community west of the Rockies can be realized.

The public hearing was opened at 8:13 p.m.

Tim Moore, Public Works and Planning Director, introduced the matter before them, reviewing the history of the development of the Comprehensive Plan, identifying the various partners in the Plan, the purpose of the Plan, and the outreach they did to advertise this public hearing. A number of Staff members are present to answer any questions.

Council President Hill noted a number of meetings have already been held so the purpose of this hearing is to hear from the public.

Duncan MacArthur, 2837 Castle Mesa Drive, agreed it has been a long process but it is a testament to the thoughtfulness taken to develop the Plan. He noted that people do resist change and emotions run high when it affects their land. It has been a very transparent process but there has been some misinformation spread through the community. He said it is a good plan and he urged the City Council to adopt the Plan.

Vicki Femlee, 178 Glory View Drive, president of Orchard Mesa in Action, said she promotes Orchard Mesa and the beauty of it. She went to a couple of meetings and workshops. She is opposed to the goal of higher density but admitted that it may not be the evil she thinks it to be. At no time was the comment made that one of the foundations of the Comprehensive Plan was the goal of higher density. She felt that Orchard Mesa was being slammed with higher density. She said most of the work groups rejected the idea of City Centers in Orchard Mesa and that is a concern to her. She referred to the Orchard Mesa Neighborhood Plan that she worked on and how she was told that it will sunset with the adoption of the Comprehensive Plan. That is a concern to her. She has lived here all her life and Grand Junction has always played the game of catching up. Increasing density will make that worse and Orchard Mesa will never catch up.

Jeffrey Fleming, 2419 Hidden Valley Drive, said the Comprehensive Plan is a vision for the valley. He pointed out some myths about growth: growth brings about congestion, crime, problems, overburdening of infrastructure, lowers property values, and is not needed. The truth for this valley is more homes need bigger garages rather than more bedrooms. The Comprehensive Plan addresses these issues. For the last twenty-five years the focus has been low density developments and suburban living, which is not sound practice. It increases travel distances and more infrastructure cost, which in turn means more maintenance and more taxes. The results are houses that are not affordable. It puts pressure on water supplies. The Comprehensive Plan puts forth a vision that is good and positive. The Comprehensive Plan addresses these issues in a proactive way and will keep the City the way they want it to be. He supports adoption of the Comprehensive Plan.

Michaela King, 2033 East Liberty Court, representing the Chamber of Commerce, read a statement into the record supporting the adoption signed by President Diane Schwenke (attached).

Gretchen Sigafos has lived on 31 Road in Orchard Mesa for 31 years and she appreciates the time and effort on the Comprehensive Plan but she disagrees with the densities proposed for Orchard Mesa in areas which are currently outside the City limits. She is concerned about the culture of the area and quality of living. She said there are not walking trails and there will be more traffic. The Comprehensive Plan will change the character of Orchard Mesa. The median strip on Highway 50 is unattractive and people drive across it. She is opposed to the adoption of the Plan.

Janet Magoon, 2752 Cheyenne Drive, said she submitted her comments some time ago. She pointed out a glaring error in the parcels along the river surrounded by green are designated industrial which conflicts with goal #7. There is not appropriate transition from park and river to industrial, which conflicts with goal #8 and conflicts with goal #10. The recommendation was to zone these parcels industrial/office but the City Council disagreed with that recommendation. She said designating the area industrial was a bad idea.

Josetta Estephan, 1103 Gunnison, voiced her concerns about allowing people to build large apartments over garages and the use of alleys as streets. That is changing the character of her neighborhood. She asked that it be stopped.

Bennett Boecheinstein, 1255 Ouray, thanked the Council for all the hard work they have done on this Plan. There are some wonderful elements of the Comprehensive Plan: the City Centers are a good idea. The trail master plan is great. The South Downtown Plan was not adopted but some elements from that Plan were included. He would like to see the green waterfront concept included. The flood plain needs to be respected by keeping development out of it. Other than that he encouraged adoption.

Mary Gonzales, 726 33 Road, is thankful for being put on the map. She said she would like to see more industrial in the east out by 33 Road as she would rather see industrial development instead of trash.

Bob Englekey, 2111 Yellowstone Road, has some concerns but the Comprehensive Plan is an improvement and he urged adoption. One serious concern on the three to five year review period, he thought it needed to be consistently and constantly reviewed and amended. He suggested Staff be put to work to address some of the concerns expressed.

Dick Pennington, 780 23 7/10 Road, said he felt there were some things that needed to be adjusted. The area bounded by I-70 on the south, north along 24 Road, west along H Road to 23 Road, and south on 23 Road back to I-70 is the Appleton area. It is an area of about 300 acres where he has a farm. He and his neighbors do not want the high density of 16 to 24 units per acre. That will result in more than 2,000 houses in that area. This will result in the need for an additional police station and he will have to fence off his property in order to keep farming. He asked the City Council to make an

adjustment to 2 to 4 units per acre for the area before adopting it or postpone the decision and get more input. The radical change is ten years premature. He read a letter from his file from the Public Works Department from five years ago (1998) from Greg Trainor about sewer availability.

Lisa Verns, 2841 Valley View Drive in Orchard Mesa, is a Grand Junction native and an educator. She lives on Orchard Mesa by choice. She thanked the Council for their work on a thoughtful and mostly well designed Comprehensive Plan. She referred to the density. High density areas equal poverty. She pointed out the lack of high schools in Orchard Mesa and the Appleton area. She is concerned that the level of high density would greatly impact education in a way this school district cannot manage.

There were no other public comments.

The public hearing was closed at 9:03 p.m.

Councilmember Beckstein said the map on the web site is different, it looks like it is all high density but in reality much of it is designated as a village center in the Appleton area. Tim Moore, Public Works and Planning Director, agreed and said the village center will likely be a ways in the future. Councilmember Beckstein asked when things on the Comprehensive Plan map will happen, in the next 25 years? Mr. Moore agreed, with the timing being dependent on growth.

Mr. Moore added that there is a current inventory for single family residential lots which will likely be built on before much of the Comprehensive Plan begins implementation.

Councilmember Pitts asked about the buffers in the north by H Road; there is no buffer between residential and industrial. Mr. Moore said there is some zoning in place. The hope is that redevelopment will result in some buffering between what exists now.

Councilmember Coons stated they know that there will be things missed in the Plan and changes will be needed. There is a process in place for amending the Comprehensive Plan. Mr. Moore said minor amendments can be handled administratively; the major ones will need to come before Council and Council has been receptive to this upcoming process.

Councilmember Todd said the process has been phenomenal and took some notes on the comments made. Through the process approximately 180 meetings were held open to the public; this has been a transparent process. She cautioned others not to get caught up on the colors; there is nothing concrete; this is about the future. Council has worked on the village centers focusing on infrastructure and school district property. She is not in favor of postponing; she is ready to move forward.

Councilmember Palmer said it has been quite the ordeal and thanked those present

and those citizens that participated in the other meetings. Council has tried to make a plan that is flexible; the process started in order to proactively react to growth. It is a great plan to get started with and can be adjusted as time goes on. Council has tried to make it as inclusive as possible. Buffer zones have been talked about but not about the river corridor specifically but sprinkled throughout. He read a statement he would like added into the executive summary:

"Executive Summary page 14 Key concepts and implementation section

#15 River Corridor

Our community has for more than 20 years expressed a renewed vision for the Colorado River. We recognize their junction is not only our namesake, but also the primary open space corridor in our city. The river offers a special habitat for plants, animals, and birds, as well as a waterway and trail system for our communities' enjoyment. Many residents have worked for years with City, County, and State agencies, as well as private partnerships and local entities to ensure the river corridor is now and will remain a valuable community asset and part of the green growth system. They worked to see that the scenic and natural beauty is preserved for future generations, trail connectivity is expanded, and the access and community uses are enhanced. The comprehensive plan recognizes the great strides that have been made in restoring and protecting our rivers. It acknowledges the existence of historical zoning, as well as the communities efforts in remediation of past industrial uses, encourages ongoing tamarisk removal, trail construction and beautification efforts, and instills a sense of community pride in our rivers eco system. With this plan we honor and respect these past accomplishments, and wish to encourage future councils and community leaders to continue to protect and enhance this valuable and vital area with in our city."

Councilmember Coons thanked the community for its participation in the Plan, it has been a rewarding effort. She addressed a particular issue, high density, and the potential problems brought up by one citizen who is an educator. Another reason for high density is housing for the aging population who chose to live in condos, townhomes, and apartments so they don't have to maintain a lawn and landscaping. In many circumstances those people have a lot of financial resources. She herself has chosen to live in an area of high density and high density doesn't necessarily lead to the problems mentioned. She agreed the proposal is not perfect but wants to move ahead. Adoption will also allow the implementation of changes to zoning codes to implement the Comprehensive Plan.

Councilmember Kenyon noted the cooperation with Mesa County and thanked them for the partnership.

Councilmember Beckstein said she likes the emphasis on neighborhoods and available shopping to the neighborhoods which will alleviate impacts on roads. The Plan encourages industrial close to I-70 which may alleviate some of the pressure around

the river area. It is a living document that can lay the foundation and can evolve. She looks forward to putting it into place.

Councilmember Pitts had no additional comments.

Ordinance No. 4406—An Ordinance Adopting the Grand Junction Comprehensive Plan, the Comprehensive Plan is for the Area Generally Located between the Fruita and Palisade Buffers (21 Road and 34 Road) and from the Bookcliffs to Whitewater

Councilmember Palmer moved to adopt Ordinance No. 4406 and ordered it published. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

Councilmember Coons thanked Councilmember Palmer for his statement and she moved to include the section as an amendment to the Comprehensive Plan.

Councilmember Kenyon seconded. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

Neil Casper, 503 Riverview Drive, principal and administrator of the Messiah Lutheran school, said he didn't realize the impact of the decision that was made in November 2009 in regards to the moratorium on medical marijuana. There is a marijuana facility being planned across the street from his school. All the licenses have already been issued. The address of the school is 12th Street between Hill and Teller, 840 N. 11th. The moratorium does not apply to this facility and he and the parents of the children in this school are very concerned. He agreed with the moratorium and hopes that regulations on proximities to schools are put into place in upcoming legislation.

Other Business

Councilmember Palmer noted this is the final time for Linda Romer Todd to be seated at the dais. He said it has been a pleasure serving with her and wishes her nothing but the best for her and her family.

Councilmember Todd said she came onto Council knowing that the Comprehensive Plan was coming before them and she is pleased she was a part of it. She regrets that the Public Safety Initiative was not passed. She thanked everyone for allowing her to serve with Council.

Adjournment

The meeting was adjourned at 9:30 p.m.

Stephanie Tuin, MMC
City Clerk



February 17, 2010

Hand Delivered to the Grand Junction City Council

Dear Council Members,

On behalf of the Grand Junction Area Chamber of Commerce we would like to express our support for the adoption of the Comprehensive Plan that is before you this evening.

This Chamber for years has supported the concept that we should plan for and make investments where we want growth to go rather than react to that growth after it has occurred. This Comprehensive Plan attempts to do that in terms of giving policy makers and the residents of this community a roadmap for future growth.

There have numerous opportunities for involvement in the shaping of this plan from the concept game initiated in the very beginning which our board was able to participate in to the reaffirmation of community values polling that took place at various public open houses.

This Chamber has, throughout this extended process, supported the development of a comprehensive plan and we now urge you to adopt it.

Sincerely

A handwritten signature in black ink that reads "Diane Schwenke". The signature is written in a cursive style with a large, looped initial "D".

Diane Schwenke
President/CEO



Date: February 10, 2010

Author: Justin Kopfman

Title/ Phone Ext: Associate
Planner, ext 1437

Proposed Schedule: First

Reading March 1, 2010

CITY COUNCIL AGENDA ITEM

Attach 2

KD Annexation-Located at 823 22 Road

Subject: KD Annexation-Located at 823 22 Road
File #: ANX-2010-006
Presenters Name & Title: Justin T. Kopfman, Associate Planner

Executive Summary:

Request to annex 10.12 acres, located at 823 22 Road. The KD Annexation consists of one parcel and is a serial annexation.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 6: Land use decisions will encourage preservation and appropriate reuse.

Annexation will allow appropriate commercial industrial use of this property within the City's urban setting.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Annexation and future development will help to sustain a healthy, diverse economy with in the City's urban setting.

Action Requested/Recommendation:

Adopt a Resolution Referring the Petition for the KD Annexation, Introduce the Proposed Ordinance, and Set a Hearing for April 5, 2010.

Board or Committee Recommendation: Not required

Background, Analysis and Options: See attached

Financial Impact/Budget: None

Legal issues: None

Other issues: None

Previously presented or discussed: Not previously presented.

Attachments:

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

STAFF REPORT / BACKGROUND INFORMATION

Location:		823 22 Road		
Applicants:		John Durmas and Shawn Wallace		
Existing Land Use:		Vacant		
Proposed Land Use:		Commercial Industrial		
Surrounding Land Use:	North	Residential		
	South	Vacant		
	East	Vacant		
	West	Industrial		
Existing Zoning:		County RSF-R		
Proposed Zoning:		I-1 (Light Industrial)		
Surrounding Zoning:	North	County RSF-R		
	South	I-1 (Light Industrial)		
	East	I-1 (Light Industrial)		
	West	I-1 (Light Industrial) and County PUD		
Growth Plan Designation:		Commercial Industrial		
Zoning within density range?		X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of 10.12 acres of land and is comprised of one parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

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

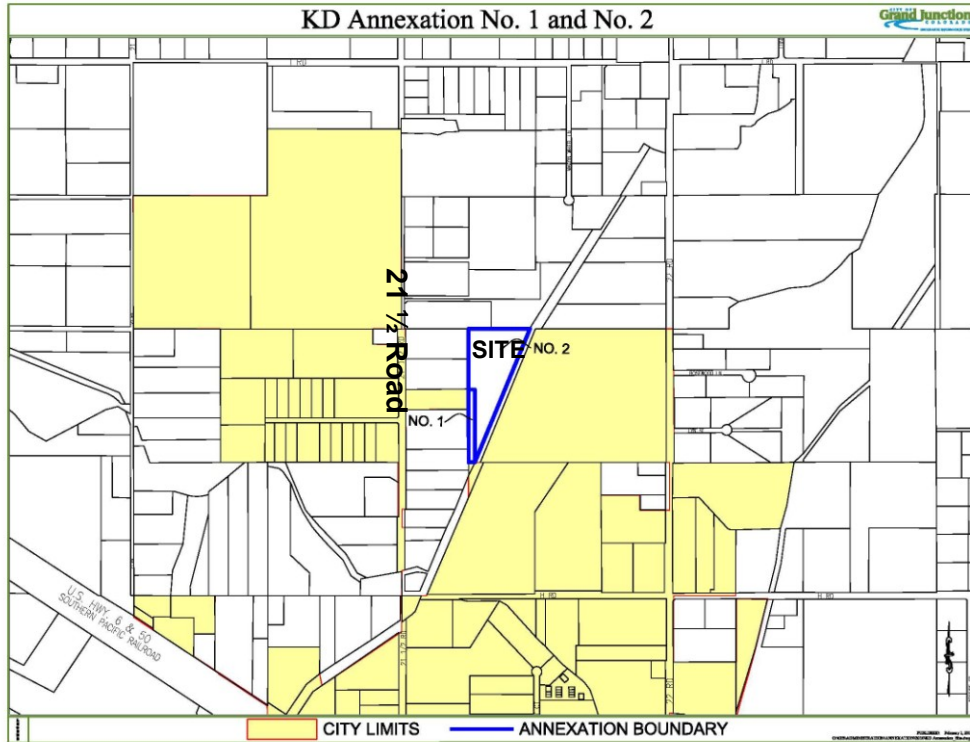
<i>ANNEXATION SCHEDULE</i>	
03/01/2010	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
03/09/2010	Planning Commission considers Zone of Annexation
03/15/2010	Introduction Of A Proposed Ordinance on Zoning by City Council
04/05/2010	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
05/07/2010	Effective date of Annexation and Zoning

KD ANNEXATION SUMMARY

File Number:		ANX-2010-006
Location:		823 22 Road
Tax ID Number:		2697-254-00-124
# of Parcels:		One
Estimated Population:		None
# of Parcels (owner occupied):		None
# of Dwelling Units:		None
Acres land annexed:		10.12
Developable Acres Remaining:		10.12
Right-of-way in Annexation:		None
Previous County Zoning:		RSF-R
Proposed City Zoning:		I-1
Current Land Use:		Vacant
Future Land Use:		Commercial Industrial
Values:	Assessed:	\$71,100
	Actual:	\$245,180
Address Ranges:		823 22 Road
Special Districts:	Water:	Ute Water
	Sewer:	City Persigo 201
	Fire:	Grand Junction Rural
	Irrigation/ Drainage:	Grand Valley Irrigation / Grand Valley Drainage
	School:	District 51
	Pest:	N/A

Site Location Map

Figure 1



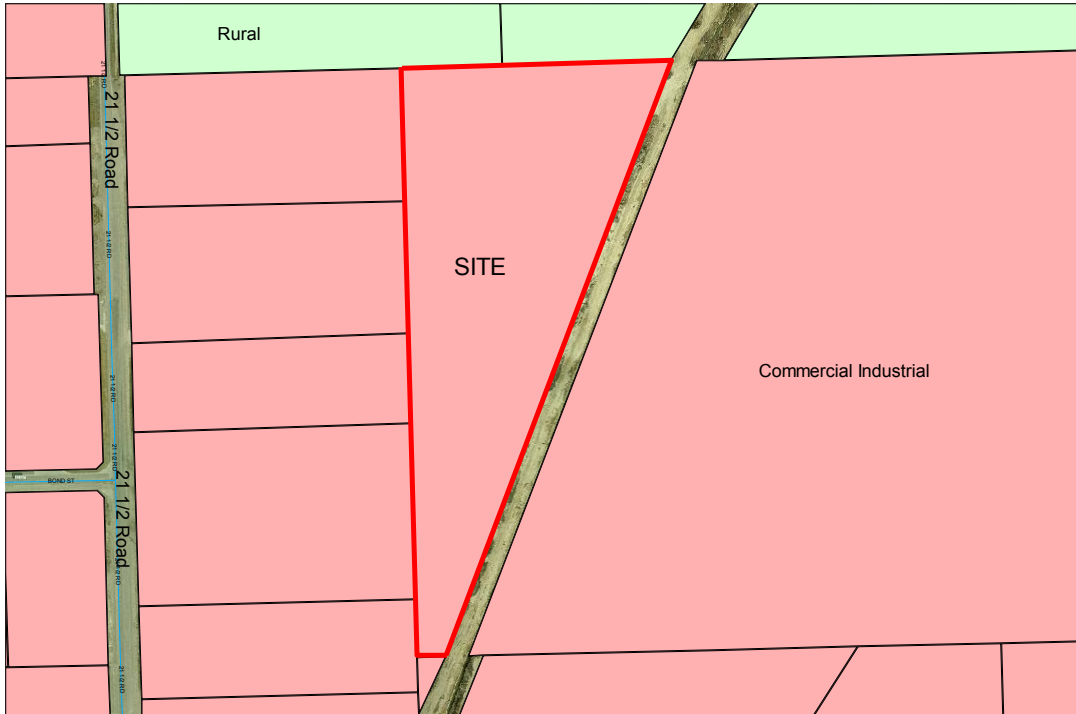
Aerial Photo Map

Figure 2



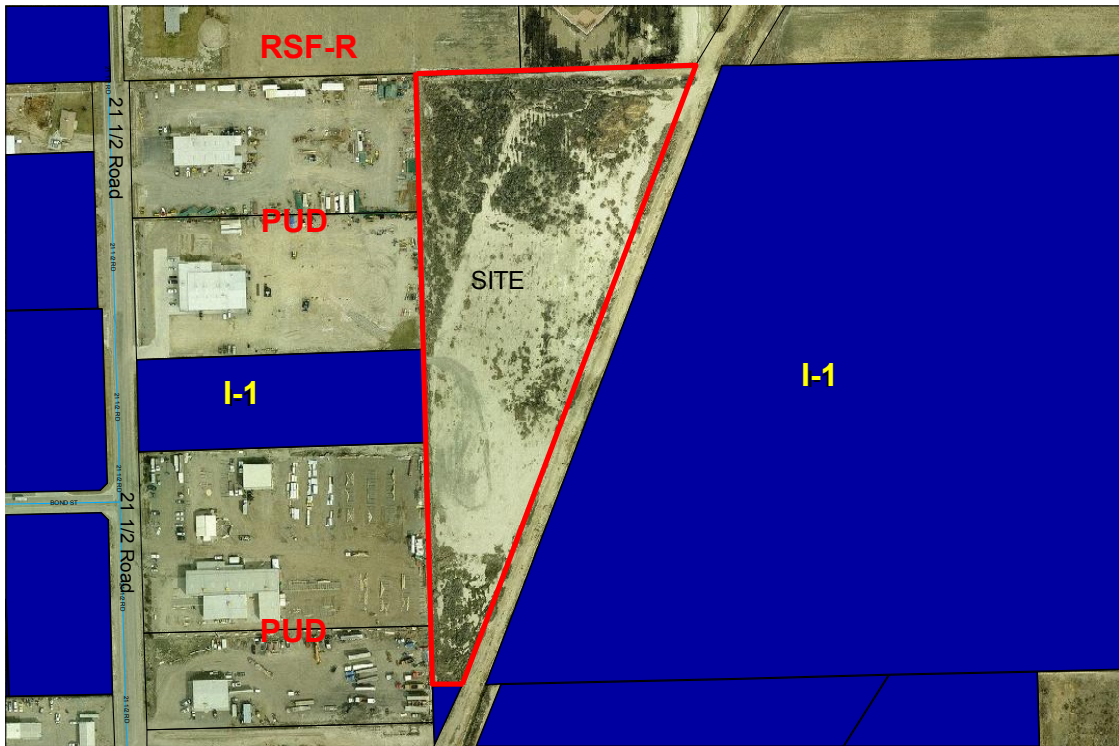
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



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

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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 1st of March, 2010, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____-10

**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,
KD ANNEXATION,
LOCATED AT 823 22 ROAD**

WHEREAS, on the 1st day of March, 2010, 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:

KD ANNEXATION

KD ANNEXATION NO. 1

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township One North, Range Two West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 4, Riverview Commercial Subdivision, as same is recorded in Plat Book 13, Page 17, Public Records of Mesa County, Colorado and assuming the North line of the NW 1/4 SE 1/4 of said Section 25 bears S 89°54'23" E with all other bearings contained herein being referenced thereto; thence from said Point of Beginning, S 00°01'28" W along the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet, more or less, to its intersection with the South line of the NW 1/4 SE 1/4 of said Section 25; thence S 89°52'11" E, along the South line of the NW 1/4 SE 1/4 of said Section 25, a distance of 60.43 feet, more or less, to its intersection with the Westerly line of that certain 100 foot wide right of way for the Copeco Drain, as same is recorded in Book 229, Pages 21 and 22, Public Records of Mesa County, Colorado; thence N 00°01'28" E along a line parallel to the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet; thence N 89°51'44" W a distance of 60.43 feet, more or less, to the Point of Beginning.

CONTAINING 43,437 Sq. Ft. or 0.9995 Acres, more or less, as described.

KD ANNEXATION NO. 2

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township One North, Range Two West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 4, Riverview Commercial Subdivision, as same is recorded in Plat Book 13, Page 17, Public Records of Mesa County, Colorado and assuming the North line of the NW 1/4 SE 1/4 of said Section 25 bears S 89°54'23" E with all other bearings contained herein being referenced thereto; thence from said Point of Beginning, N 00°01'28" E along the East line of Riverview Commercial II Subdivision, as same is recorded in Plat Book 16, Page 58, Public Records of Mesa County, Colorado, a distance of 600.61 feet, more or less, to a point on the North line of the NW 1/4 SE 1/4 of said Section 25; thence S 89°54'23" E along the North line of the NW 1/4 SE 1/4 of said Section 25, a distance of 606.66 feet, more or less, to a point on the Westerly line of that certain 100 foot wide right of way for the Copeco Drain, as same is recorded in Book 229, Pages 21 and 22, Public Records of Mesa County, Colorado; thence S 22°29'46" W along said Westerly line, a distance of 1429.06 feet, more or less, to a point on the South line of the NW 1/4 SE 1/4 of said Section 25; thence N 00°01'28" E along a line parallel to the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet; thence N 89°51'45" W a distance of 60.43 feet, more or less, to the Point of Beginning.

CONTAINING 397,130 Sq. Ft. or 9.1169 Acres, more or less, as described.

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

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

1. That a hearing will be held on the 5th day of April, 2010, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included

without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

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

ADOPTED the _____ day of _____, 2010.

Attest:

President of the Council

City Clerk

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

City Clerk

<i>DATES PUBLISHED</i>
March 3, 2010
March 10, 2010
March 17, 2010
March 24, 2010

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO
KD ANNEXATION
APPROXIMATELY 10.12 ACRES
LOCATED AT 823 22 ROAD**

WHEREAS, on the 1st day of March, 2010, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of April, 2010; 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:

KD ANNEXATION

KD ANNEXATION NO. 1

A certain parcel of land lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 25, Township One North, Range Two West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 4, Riverview Commercial Subdivision, as same is recorded in Plat Book 13, Page 17, Public Records of Mesa County, Colorado and assuming the North line of the NW 1/4 SE 1/4 of said Section 25 bears S 89°54'23" E with all other bearings contained herein being referenced thereto; thence from said Point of Beginning, S 00°01'28" W along the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet, more or less, to its intersection with the South line of the NW 1/4 SE 1/4 of said Section 25; thence S 89°52'11" E, along the South

line of the NW 1/4 SE 1/4 of said Section 25, a distance of 60.43 feet, more or less, to its intersection with the Westerly line of that certain 100 foot wide right of way for the Copeco Drain, as same is recorded in Book 229, Pages 21 and 22, Public Records of Mesa County, Colorado; thence N 00°01'28" E along a line parallel to the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet; thence N 89°51'44" W a distance of 60.43 feet, more or less, to the Point of Beginning.

CONTAINING 43,437 Sq. Ft. or 0.9995 Acres, more or less, as described.

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BEGINNING at the Northeast corner of Lot 4, Riverview Commercial Subdivision, as same is recorded in Plat Book 13, Page 17, Public Records of Mesa County, Colorado and assuming the North line of the NW 1/4 SE 1/4 of said Section 25 bears S 89°54'23" E with all other bearings contained herein being referenced thereto; thence from said Point of Beginning, N 00°01'28" E along the East line of Riverview Commercial II Subdivision, as same is recorded in Plat Book 16, Page 58, Public Records of Mesa County, Colorado, a distance of 600.61 feet, more or less, to a point on the North line of the NW 1/4 SE 1/4 of said Section 25; thence S 89°54'23" E along the North line of the NW 1/4 SE 1/4 of said Section 25, a distance of 606.66 feet, more or less, to a point on the Westerly line of that certain 100 foot wide right of way for the Copeco Drain, as same is recorded in Book 229, Pages 21 and 22, Public Records of Mesa County, Colorado; thence S 22°29'46" W along said Westerly line, a distance of 1429.06 feet, more or less, to a point on the South line of the NW 1/4 SE 1/4 of said Section 25; thence N 00°01'28" E along a line parallel to the East line of said Riverview Commercial Subdivision, a distance of 720.56 feet; thence N 89°51'45" W a distance of 60.43 feet, more or less, to the Point of Beginning.

CONTAINING 397,130 Sq. Ft. or 9.1169 Acres, 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 _____ 2010 and ordered published.

ADOPTED on second reading the _____ day of _____ 2010.

Attest:

President of the Council

City Clerk



Date: January 22, 2010
Author: John Shaver and Lisa Cox
Title/ Phone Ext: Attorney/1506 and Planning Manager/1448
Proposed Schedule: January 20, 2010
2nd Reading: April 5, 2010

CITY COUNCIL AGENDA ITEM

Attach 3

Sign Code Amendment

Subject: Sign Code Amendment
File # : TAC-2009-251
Presenters Name & Title: Lisa Cox, Planning Manager

Executive Summary:

Proposed amendment to repeal Section 4.2B6 of the Zoning and Development Code regarding lighted, moving and changeable copy signs. City Staff is requesting an additional continuance to complete research and discussions with CDOT staff regarding the difference between City and State sign regulations and the potential impacts of said regulations.

How this item relates to the Comprehensive Plan Goals and Policies:

The City's Zoning and Development Code is dated and does not recognize the technological advances that are available for commercial and non-commercial signs. The proposed amendment would permit commercial and non-commercial signs to take advantage of current technologies and thereby further promote goods and services offered which support the City's role of being a regional provider of such services. The proposed amendment supports Goal 12 and Policies A and B of the draft Comprehensive Plan.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Policy A: Through the Comprehensive Plan's policies the City and County will improve as a regional center of commerce, culture and tourism.

Policy B: The City and County will provide appropriate commercial and industrial development opportunities.

Action Requested/Recommendation:

Continue Public Hearing to April 5, 2010.

Board or Committee Recommendation:

The Legislative Committee of City Council recommended consideration of the attached ordinance.

Background, Analysis and Options:

Section 4.2B6 of the Zoning and Development Code provides that signs that flash, move, blink, change color, chase or have other animation effects are prohibited. With changing technology many signs are now capable of displaying much more information in the form of electronic messages and images. The conventional wisdom regarding electronic signs is that electronic signs cause accidents by distracting the driver, but that has not proven to be the case. Variable electronic message signs do not cause traffic accidents and may in fact prevent them due to superior legibility, readability and conspicuity.

In a report entitled *Potential Safety Effects of Electronic Billboards on Driver Attention and Distraction* the Federal Highway Administration (FHWA) could make no conclusive finding correlating electronic signs and roadway safety. In another study of tri-vision billboards the FHWA found that tri-vision signs do not appear to compromise the safety of the motoring public and a majority of states allow tri-vision signs with no reports of increases in traffic accidents in those states due to tri-vision signs being installed adjacent to highways. There is data that flashing lights do contribute to accidents; however, the FHWA has determined that electronic signs when operated in a certain manner do not constitute flashing, intermittent or moving lights.

In order for electronic signs not to become distracting the signs must change messages at only reasonable intervals. A common, long-lived sign that motorists are familiar with is the "time and temperature" display. Those signs change every 1-2 seconds and do so without any negative impact on traffic safety. Changes of messages and/or light intensities that occur at intervals of 1-2 seconds are by FHWA's definition not flashing, intermittent or moving.

The 2009 *Manual on Uniform Traffic Control Devices (MUTCD)* adopted December 16, 2009 provides guidance in determining safe techniques for displaying a message(s) on a changeable message sign. Those techniques are restated in the proposed ordinance.

According to the *Symposium on Effective Highway Accident Countermeasures*, our mobile society requires traffic-oriented messages that are easily discernable and quickly readable and understandable. To assist safety and to meet the need for information, signs should provide drivers with clear images and messages, which are visible under most conditions.

Because the City's code is dated and does not recognize the technological advances that are available for commercial and non-commercial signs and in accordance with the foregoing recitals, the Legislative Committee of the City Council, which has been tasked with studying this issue, does recommend to the City Council the repeal of section 6 of

the Zoning and Development Code. The Legislative Committee finds, consistent with the 2009 MUTCD that electronic message signs should change at no less than a 1 second interval and preferably at an interval of 2-3 seconds but does not recommend a separate regulation.

Consistency with the Growth Plan

The proposed amendment supports the following goals of the Growth Plan:

Goal 12: To enhance the ability of neighborhood centers to compatibly serve the neighborhoods in which they are located.

Goal 14: To encourage public awareness and participation in community activities.

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.

The proposed amendment supports Goal 12 and Policies A and B of the draft Comprehensive Plan.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Policy A: Through the Comprehensive Plan's policies the City and County will improve as a regional center of commerce, culture and tourism.

Policy B: The City and County will provide appropriate commercial and industrial development opportunities.

FINDINGS OF FACT/CONCLUSIONS:

After reviewing the proposed amendment, TAC-2009-251, the following findings of fact and conclusion has been determined:

1. The requested amendment is consistent with the goals and policies of the Growth Plan and proposed Comprehensive Plan as noted in this report; and
2. The Code should be amended in accordance with the proposed ordinance.

Financial Impact/Budget:

N/A

Legal issues:

None

Other issues:

There have been three primary issues that staff has been discussing. Those are:

- 1) what the State standards are;
- 2) if/how the proposed change in City Code affects the North Avenue swap; and
- 3) whether or not the Federal Highway Administration has jurisdiction.

Previously presented or discussed:

None

Attachments:

Ordinance

ORDINANCE NO. ____

**AN ORDINANCE REPEALING SECTION 4.2B6
OF THE CITY OF GRAND JUNCTION ZONING AND DEVELOPMENT CODE
REGARDING LIGHTED, MOVING AND CHANGEABLE COPY SIGNS**

RECITALS:

Section 4.2B6 of the Zoning and Development Code provides that signs that flash, move, blink, change color, chase or have other animation effects are prohibited. With changing technology many signs are now capable of displaying much more information in the form of electronic messages and images. The conventional wisdom regarding electronic signs is that electronic signs cause accidents by distracting the driver, but that has not proven to be the case. Variable electronic message signs do not cause traffic accidents and may in fact prevent them due to superior legibility, readability and conspicuity.

In a report entitled *Potential Safety Effects of Electronic Billboards on Driver Attention and Distraction* the Federal Highway Administration (FHWA) could make no conclusive finding correlating electronic signs and roadway safety. In another study of tri-vision billboards the FHWA found that tri-vision signs do not appear to compromise the safety of the motoring public and a majority of states allow tri-vision signs with no reports of increases in traffic accidents in those states due to tri-vision signs being installed adjacent to highways. There is data that flashing lights do contribute to accidents; however, the FHWA has determined that electronic signs when operated in a certain manner do not constitute flashing, intermittent or moving lights.

In order for electronic signs not to become distracting the signs must change messages at only reasonable intervals. A common, long-lived sign that motorists are familiar with is the "time and temperature" display. Those signs change every 1-2 seconds and do so without any negative impact on traffic safety. Changes of messages and/or light intensities that occur at intervals of 1-2 seconds are by FHWA's definition not flashing, intermittent or moving.

The 2009 *Manual on Uniform Traffic Control Devices (MUTCD)* adopted December 16, 2009 provides guidance in determining safe techniques for displaying a message(s) on a changeable message sign. According to the MUTCD, in relevant part, "when designing and displaying messages on changeable message signs the following principles relative to message design should be used:

- A. The minimum time that an individual phase is displayed should be based on 1 second per word or 2 seconds per unit of information. The display time for a phase should never be less than 2 seconds.

The maximum cycle time of a two-phase message should be 8 seconds.

- B. The duration between the display of two phases should not exceed .3 seconds.
- C. No more than three units of information should be displayed on a phase of a message.
- D. No more than four units of information should be in a message when the traffic operating speeds are 35 mph or more.
- E. No more than five units of information should be in a message when the traffic operating speeds are less than 35 mph.
- F. Only one unit of information should appear on each line of the sign.
- G. Compatible units of information should be displayed on the same message phase.

According to the *Symposium on Effective Highway Accident Countermeasures*, our mobile society requires traffic-oriented messages that are easily discernable and quickly readable and understandable. To assist safety and to meet the need for information, signs should provide drivers with clear images and messages, which are visible under most conditions.

Because the City's code is dated and does not recognize the technological advances that are available for commercial and non-commercial signs and in accordance with the foregoing recitals, the Legislative Committee of the City Council, which has been tasked with studying this issue, does recommend to the City Council the repeal of section 6 as more particularly described herein below. The Legislative Committee finds, consistent with the 2009 MUTCD that electronic message signs should change at no less than a 1 second interval and preferably at an interval of 2-3 seconds but does not recommend a separate regulation.

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

Section 4.2B6 of the City of Grand Junction Zoning and Development Code regarding lighted, moving and changeable copy signs is repealed.

ALL OTHER PROVISIONS OF CHAPTER 4 SHALL REMAIN IN FULL FORCE AND EFFECT.

PASSED for first reading and ordered published by the City Council of the City of Grand Junction, Colorado this 20th day of January, 2010.

PASSED AND ADOPTED on second reading by the City Council of the City of Grand Junction, Colorado this _____ day of _____, 2010.

President of the Council

Attest:

City Clerk



Date: February 19, 2010

Author: Rick Brinkman

Title/ Phone Ext: Water Services
Manager, 244-1429

Proposed Schedule: _____March
1, 2010

2nd Reading

CITY COUNCIL AGENDA ITEM

Attach 4

Somerville and Anderson Ranch Lease

Subject: Somerville and Anderson Ranch Lease
File # (if applicable): N/A
Presenters Name & Title: Greg Trainor, Utilities, Facilities, and Street Systems Director Rick Brinkman, Water Services Manager

Executive Summary:

In an August 2009 City Council meeting the Council gave its authorization for City Staff to enter into negotiations with Howard and Janie Van Winkle on the leasing of the Somerville and Anderson ranches. A negotiated lease has been completed and is now ready for the City Manager to sign. (see attachment 3.)

How this item relates to the Comprehensive Plan Goals and Policies:

The Somerville and Anderson Ranch Lease supports the following goal from the comprehensive plan:

Goal 6: Land use decisions will encourage preservation and appropriate reuse.

The City-owned Somerville and Anderson ranches have a long tradition of ranching and farming in the Whitewater and North Fork of Kannah Creek basins. Leasing the ranches to the Van Winkles, who have a large family-run cattle and farming operation, will preserve the traditional uses of the property, appropriately utilize the City’s water rights, and provide undeveloped open space in the community.

Action Requested/Recommendation:

Adopt Resolution Authorizing the City Manager to Sign a 10 year Lease on the Somerville and Anderson Ranches with Howard and Janie Van Winkle

Board or Committee Recommendation:

Staff met with the City Council Property Committee to review the process and proposals and get a recommendation to bring forward to City Council. (see attachment 1.) The Property Committee recommended that Howard and Janie Van Winkle be considered for a formal lease.

Background, Analysis and Options:

Over the past 98 years, lands have been acquired by the City for the water rights attached to those lands. The property has, subsequently, been leased for ranching purposes and to help maintain the water rights. Without the ranch leases, finding a beneficial use for the water until it is needed for water customers in the City would be a challenge.

Cliff and Judy Davis has been the lessee on the Anderson Ranch for over 30 years and the lessee on the Somerville Ranch since the City purchased it in 1990. City control and oversight has been benign. That is, the City has relied on ranch lessees to provide land management activities, keeping the property in reasonable repair and replacement, using water for its intended uses, and responding to City requirements for various improvements as determined. The latter cases have been when lease conditions have deteriorated and lessees have been reminded of their responsibilities.

Specific objectives the City has envisioned for the ranch properties include:

- To maximize the beneficial use of agricultural water owned by the City.
- Develop a long range capital improvement program that will either put existing fields back into hay production or develop new fields to accomplish same, along with developing water efficiencies that will allow a portion of the water to be used for future municipal uses while minimizing impacts on agricultural lands.
- In joint cooperation with the lessee and the State Engineer's Office, ensure a full program of water measurement within the Basins.
- Insure the adequate management of the Deeded lands of the ranch and the public grazing permits. This will include, but not be limited to:
 - Protection of the real property from damage, theft, fire, and loss.
 - Full use of pastures and fields for agricultural purposes.
 - Cleaning, maintenance, and upgrading of ditches, dividers, and measuring devices.
 - Maintenance and improvement of real property: buildings, fences, gates, and roads.
 - Ensure only authorized uses of Deeded property and public grazing allotments.
 - Removal of invasive Tamarisk, Russian Olive, and other weed species.

Maintain cooperative and productive relationships with the associated Federal and State agencies, such as the BLM, Forest Service, Soil Conservation Districts, Colorado Division of Wildlife and various water user associations.

Financial Impact/Budget:

Revenue to the Water Enterprise Fund over the ten year lease period is \$308,852.
Payable as follows:

Lease Year	Total Due	May 1st Payment	December 1st Payment
2010	\$ 28,520	\$ 14,260	\$ 14,260
2011	\$ 29,020	\$ 14,510	\$ 14,510
2012	\$ 29,526	\$ 14,763	\$ 14,763
2013	\$ 30,044	\$ 15,022	\$ 15,022
2014	\$ 30,574	\$ 15,287	\$ 15,287
2015	\$ 31,112	\$ 15,556	\$ 15,556
2016	\$ 31,662	\$ 15,831	\$ 15,831
2017	\$ 32,222	\$ 16,111	\$ 16,111
2018	\$ 32,794	\$ 16,397	\$ 16,397
2019	\$ 33,378	\$ 16,689	\$ 16,689

In addition to the annual lease payments, the lessees agree to pay the City 20% of the total fees paid to the Lessees from private hunting on the Property; which has averaged \$4,206 per year over the last three years.

Legal issues:

None

Other issues:

None

Previously presented or discussed:

City Council Property Committee Meeting-June 9, 2009 and July 16, 2009
City Council Meeting-August 3, 2009

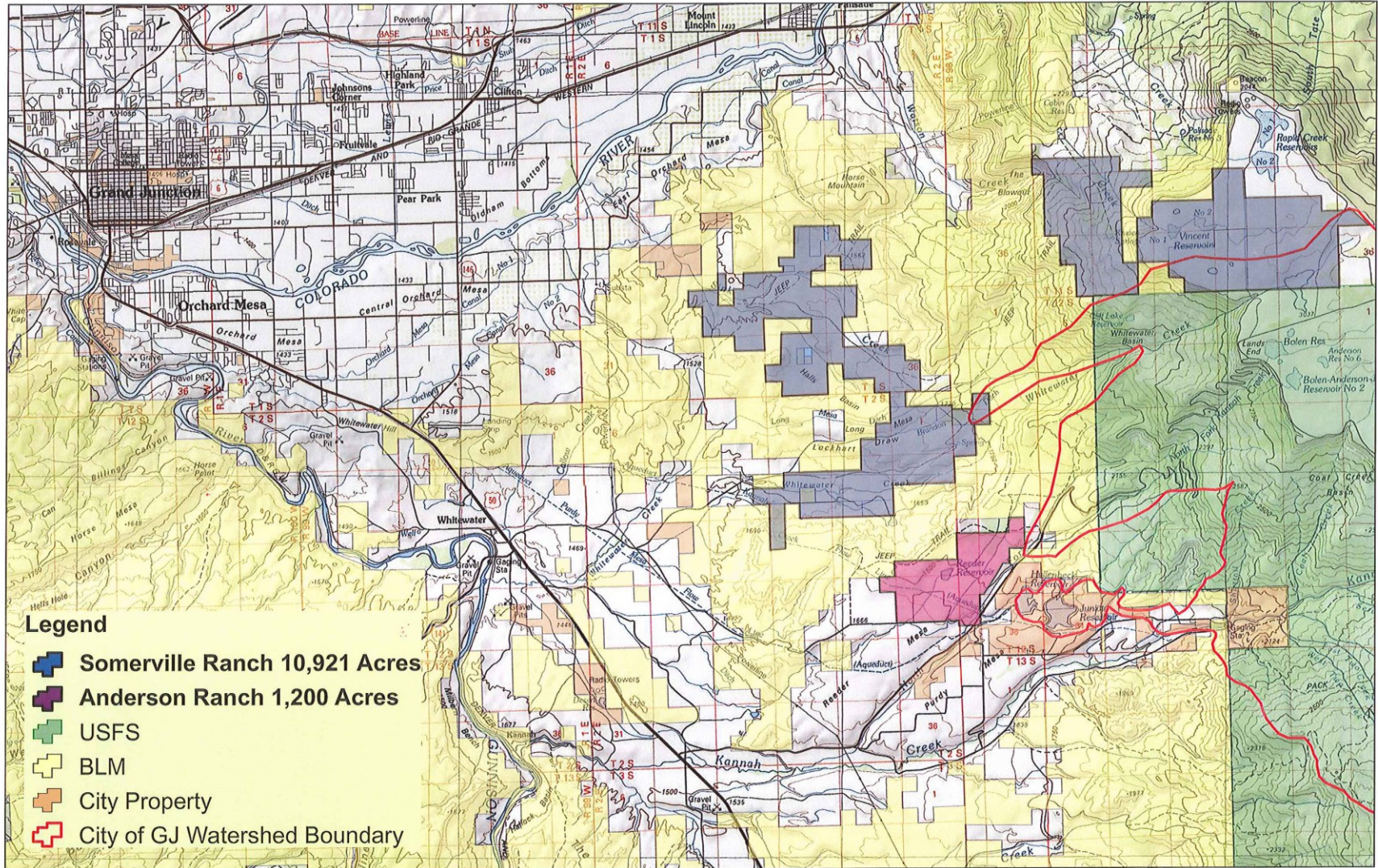
Attachments:

1. Somerville and Anderson Ranch Lease Selection Process
2. Property Map
3. Resolution with Somerville and Anderson Ranch Lease Agreement

Somerville and Ranch Lease Selection Process

- October 2008 – February 2009 – develop Request for Proposal (RFP)
- Advertise RFP – March 6th – local news print – internet – The Fence Post (trade journal used by ranchers)
- Ranch Tour – March 13th
- RFP Due – March 27th - received 11 proposals – 4 proposals for one ranch or the other.
- Review proposals – Utilities & Streets staff reviewed proposals and developed an interview list. Four or five of the proposals stood out and were put on interview list. In reviewing the remaining proposals it was decided to add all ranchers who currently had ties or current operations in the area to avoid any hard feelings later on. See attached proposal matrix.
- Interviews – April 20th – April 21st – two days were set aside to interview 8 proposals. The interview panel consisted of: Scott Hockins, Greg Trainor, Dan Vanover, Rick Brinkman and Terry Franklin. The consensus of the interview panel for the top three proposals to continue through the process was: Rex Beach, Division of Wildlife and Howard & Janie Van Winkle.
- Staff met with the City Council Property Committee to review the process and proposals and get a recommendation to bring forward to City Council. The Property Committee recommended that Howard and Janie Van Winkle be considered for a formal lease.
- City staff requests and receives authorization from City Council to begin negotiations with the Van Winkles on a formal lease.
- City staff and the Van Winkles have negotiated a lease which has been reviewed by the City Attorney and is acceptable to both parties.

Area Map of the Somerville and Anderson Ranches



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A TEN-YEAR LEASE OF
THE CITY'S SOMERVILLE AND ANDERSON RANCH PROPERTIES
TO HOWARD AND JANIE VAN WINKLE**

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

SOMERVILLE RANCH

TOWNSHIP 1 SOUTH, RANGE 2 EAST, UTE MERIDIAN

- Section 20: NW1/4 SE1/4 SW1/4 and the S1/2
 EXCEPT SW1/4 SW1/4
 AND EXCEPT NW1/4 SE1/4 SW1/4.
- Section 21: E1/2 SW1/4, SE1/4 NW1/4 and N1/2 NW1/4.
- Section 22: S1/2 NE1/4, SE1/4, N1/2 SE1/4 SW1/4,
 SE1/4 SE1/4 SW1/4, and E1/2 SW1/4 SE1/4
 SW1/4.
- Section 23: E1/2 SW1/4, NW1/4 SW1/4, E3/4 SW1/4 NW1/4 and
 W1/2 SE1/4.
- Section 26: N1/2 SW1/4, SW1/4 SW1/4 and S1/2 NW1/4.
- Section 27: ALL
 EXCEPT NE1/4 NE1/4
 AND EXCEPT SW1/4 SE1/4 and S1/2 SW1/4.
- Section 28: SE1/4 SW1/4 SW1/4, NE1/4 NE1/4, S1/2 NE1/4,
 E1/4 NW1/4 NE1/4, SW1/4 NW1/4, W1/2 NE1/4
 NW1/4 and S1/2
 EXCEPT SE1/4 SW1/4 SW1/4 SW1/4
- Section 29: SE1/4 NE1/4.
- Section 33: N1/2 NE1/4
- Section 34: ALL,
 EXCEPT NE1/4 SW1/4 NE1/4, SW1/4 SW1/4 and
 W1/2 NW1/4.

- Section 35: S1/2 NE1/4, N1/2 SE1/4, SE1/4, SE1/4, NE1/4
SW1/4, SE1/4 NW1/4 and W1/2 NW1/4.
- Section 36: SW1/4 NW1/4 and SW1/4

TOWNSHIP 2 SOUTH, RANGE 2 EAST, UTE MERIDIAN

- Section 1: SE1/4 NE1/4, SW1/4 NE1/4, S1/2, NW1/4 NW1/4, and S1/2
NW1/4.
- Section 2: NE1/4 SE1/4 and S1/2 SE1/4.
- Section 8: NW1/4 SE1/4 and SW1/4 NE1/4.
- Section 9: NE1/4 SE1/4.
- Section 10: NW1/4 SE1/4, SW1/4 SW1/4, S1/2 NE1/4, NE1/4 SE1/4, N1/2
SW1/4, S1/2 SE1/4 and SE1/4 NW1/4.
- Section 11: NE1/4, N1/2 SE1/4, N1/2 SW1/4, S1/2 NW1/4,
S1/2 SE1/4 and S1/2 SW1/4.
- Section 12: N1/2.
- Section 15: W1/2 NW1/4
- Section 17: W1/2 NE1/4 and N1/2, NW1/4.

TOWNSHIP 11 SOUTH, RANGE 97 WEST, SIXTH PRINCIPAL MERIDIAN

- Section 19: S1/2 SE1/4, SE1/4 SW1/4 and Lot 4.
- Section 20: S1/2 SW1/4.
- Section 25: S1/4,
EXCEPT S1/2 SE1/4 and 1/2 of the SE1/4 SW1/4
Lying North and East of a diagonal line
Running from the Northwest corner to the
Southeast corner of said SE1/4 SW1/4.
- Section 26: SE1/4 SE1/4, W1/2 SE1/4 and SW1/4.
- Section 27: W1/2 SE1/4/
- Section 28: S1/2
- Section 29: N1/2 NE1/4, SE1/4 SE1/4 and W1/2.
- Section 30: E3/4.
- Section 31: NE1/4 and E1/2 SE1/4.
- Section 32: E1/2 NE1/4, W1/2 SE1/4 and W1/2.
- Section 33: N1/2, NE1/4 SW1/4 and SE1/4.

Section 34: ALL.

Section 35: ALL.

TOWNSHIP 12 SOUTH, RANGE 97 WEST, SIXTH PRINCIPAL MERIDIAN

Section 30: Lots 11, 13, 14

TOWNSHIP 12 SOUTH, RANGE 98 WEST, SIXTH PRINCIPAL MERIDIAN

Section 12: Lot 13

Section 13: Lot 4

Section 14: Lots 2, 3 and 5

Section 25: SE1/4SE1/4

ANDERSON RANCH

Township 2 South, Range 2 East, Ute Meridian:

Section 13: The South 1/2 of the South 1/2;

Section 23: The NE1/4 of the NE1/4;

Section 24: The North 1/2; AND ALSO, the North 1/2 of the South 1/2.

Township 12 South, Range 98 West, 6th P.M.:

Section 24: The SW1/4 of the SE1/4;

Section 25: The NW1/4; The NW1/4 of the NE1/4; AND ALSO, that part of the SW1/4 of Section 25 described as Beginning at the Southwest corner of said Section 25; thence S 89°37' E 335.60 feet; thence N 35°17' E 1586.60 feet; thence N 33°28' E 1600.00 feet to a point on the North line of said SW1/4; thence West to the West 1/4 corner of said Section 25; thence S 00°09' E along the West line of the SW1/4 to the Point of Beginning;

Section 26: Lots 1, 2, 3 and 4;

Section 35: Lots 1 and 2.

WHEREAS, The City Council has reviewed and found to be appropriate a lease of the Somerville and Anderson ranches (the above described property) to Howard and Janie Van Winkle for a period of ten (10) years, commencing on May 1, 2010, and expiring on April 30, 2020.

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

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Lease Agreement with Howard and Janie Van Winkle for the lease of the described property for a term of ten (10) years, commencing on May 1, 2010, and expiring on April 30, 2020.

PASSED and ADOPTED this ____ day of _____, 2010.

Attest:

President of the Council

City Clerk

SOMERVILLE AND ANDERSON RANCH LEASES

THIS RANCH LEASE, effective as of May 1, 2010, is by and between the City of Grand Junction, a municipal corporation, hereinafter referred to as "City" and Howard Van Winkle and Janie Van Winkle, hereinafter referred to as "Lessees", whose address for the purpose of this Lease is 2043 N Road, Fruita, Colorado, 81521.

SECTION ONE DEMISE

City is the owner of the real property described in the attached Exhibit A, which is incorporated herein by reference, commonly known as the Somerville and Anderson Ranches and hereinafter referred to as the "Property", together with the Bureau of Land Management Grazing Permits, known as the Whitewater Common Allotment and the North Fork Allotment, hereinafter referred to collectively as the "BLM Permit".

Lessors offer and desire to lease the Property under the terms and conditions of this Ranch Lease.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein to be kept by the parties hereto, the City leases to Lessees the Property and the improvements situated thereon.

SECTION TWO BASIC TERM

The basic term of this Ranch Lease shall be for ten years, commencing on the 1st day of May, 2010, and terminating on the 30th day of April 2020.

For the purposes of this Ranch Lease, a "lease year" shall mean the period commencing on May 1 of each year during the term of this Lease and terminating on April 30 of the succeeding year.

If Lessee performs as required pursuant to this agreement as outlined in Appendix A, Performance Objectives, and if the City chooses, at its sole option and discretion, to again lease the Property at the expiration of the basic term, the City hereby gives and grants to Lessee an option to extend this Lease for two (2) additional five (5) year periods ("second and third term"). If this Lease is so extended for additional terms, the lease terms shall be upon the same terms and conditions of this Agreement or upon other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for an additional term, Lessee shall give written notice to the City of Lessee's desire and intention to exercise Lessee's option to extend not less than 365 days prior to the expiration of the basic term.

SECTION THREE
RENTAL

Lessees agree to pay City, as rental for the Property, improvements and appurtenances, the sum of \$308,852. Payable as follows:

Lease Year	Total Due	May 1st Payment	December 1st Payment
2010	\$ 28,520	\$ 14,260	\$ 14,260
2011	\$ 29,020	\$ 14,510	\$ 14,510
2012	\$ 29,526	\$ 14,763	\$ 14,763
2013	\$ 30,044	\$ 15,022	\$ 15,022
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2017	\$ 32,222	\$ 16,111	\$ 16,111
2018	\$ 32,794	\$ 16,397	\$ 16,397
2019	\$ 33,378	\$ 16,689	\$ 16,689

Lessees may utilize one of the following options for making rental payments:

- a) Lessees may pay the amount due for each lease year in full on or before the payment due date for each lease year, or
- b) Lessees may make bi-annual payments which shall be computed by dividing the amount of the total rent due for each lease year by 2. In the event Lessees choose to make payments on a bi-annual basis, said payments shall be due and payable, in advance and without demand, on or before the 10th day of May and December during the term of this Ranch Lease.

In the event rental payments are not received on or before the specified due dates, subject to the provisions of Section 13, this Lease shall terminate without notice and the City may immediately retake possession of the Property.

Lessees agree to timely pay any and all real estate taxes and improvement assessments which may be levied against the Property, and any taxes or assessments levied against the crops, livestock and other personal property of Lessees or any other leasehold interest acquired by Lessees under this Lease. Lessees further agree to pay any and all utilities charges and other expenses incurred in connection with Lessee's use and operation of the Property, including, but not limited to, all charges for natural gas, electricity, telephone and other utilities used on or in connection with the Property. Lessees shall pay any such charges on or before the date the same become due. If Lessees fail to timely pay any and all amounts required pursuant to this Section 3, the City may pay such amounts and, in such event, the amount(s) paid by the City, plus interest thereon at the rate of 15% per annum, shall be added to the amount(s) of the rent due with the next rental payment and shall be payable to the City by Lessees.

SECTION FOUR RIGHT TO USE OF WATER

The City specifically retains and reserves from the Lease any and all water rights owned by the City, including, but not limited to, any water rights which may have been previously used on or in connection with the Property, for whatever purpose. Subject to the provisions of this Section 4, and Sections 5 and 9, Lessees have the right to use water as the City shall make available to Lessees for use on the Property under the procedures set forth in this Section 4.

Each lease year the City may, in its sole discretion, on or before the first day of May of each year, notify Lessees in writing of the amount of irrigation water (expressed in terms of cubic feet per second (C.F.S.) or acre feet) which may be available to Lessees to utilize on the Property during that lease year. Lessees shall exercise proper diligence to ensure that the amount of water so made available is utilized to its full extent on and solely for the benefit of the Property and Lessee's operations thereon.

Lessees shall utilize all water released to Lessees for the first and all subsequent lease years on the Property only, and shall do so in a prudent and careful manner in order to obtain the most efficient use of the water for irrigation of the Property and as stock water for livestock kept and maintained on the Property. Lessees shall comply with all rules, regulations and valid administrative orders applicable to the water provided under this Lease.

For the lease year beginning May 1, 2010, Lessees are hereby notified that they may utilize all of the water rights described in the attached Exhibit B. Exhibit B is incorporated by this reference as if fully set forth.

Lessees shall not be charged additional rent or fees for the use of water made available as herein described; provided, however, it shall be the sole responsibility of Lessees to divert and transport such water from its point of release to its point of use.

By utilizing the water released to them by the City, Lessees agree to waive and forego any claim, cause of action or demand Lessees may have against the City, its officers, employees and agents for injury to, or destruction of, any property, real and personal, including any livestock of Lessees or any third person that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, or Lessees or any third person; and to indemnify the City, its officers, employees agents and to hold the City, its officers, employees and agents harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of, or resulting from, Lessee's use or non-use of the water.

SECTION FIVE CULTIVATION – IRRIGATION – WEED CONTROL

Lessee shall cooperate with and assist the City in developing and implementing long-range programs to ensure that the water and water rights associated with the Property are put to beneficial use on the Property. Lessees shall increase the use of the water historically adjudicated to the Property and improve efficiency of the application and use. Lessees shall, at Lessee's sole cost, provide the labor and capital necessary to improve crop production on the Property through the rehabilitation and maintenance of existing fields.

Lessees shall furnish, at Lessee's sole expense, all labor, seed and machinery during the term of this Lease, and shall plant, raise, cultivate, irrigate and thresh all crops grown on the demised premises at Lessee's own expense. Lessees shall be entitled to and responsible for all proceeds and debts and debt losses incurred and associated with all crops grown on the premises.

Lessees shall cultivate and irrigate the Property in a good and husband-like manner in accordance with the best methods of cultivation and irrigation practiced in Mesa County Colorado.

Lessees agree to cooperate and comply with all farm crop programs promulgated by the United States, the State of Colorado, and Mesa Soil Conservation District.

The type and quantity of fertilizer, herbicides and other chemicals shall be selected with the advice and consent of the City.

Lessees shall be responsible for ensuring that the water is transported through clean irrigation ditches of adequate size from the point of release to the point of use.

Lessee's right to use the water as described above shall be subject to the express conditions of this Section 5. If the City in its sole discretion, requires the use of some or all of the water described in this Lease notwithstanding prior notice to the contrary, the City has the right, upon 15 days written notice to Lessees, to use, transfer and possess all of the water described in this Lease at locations and for the purposes deemed necessary by the City, even though such purposes and locations are adverse to the needs and uses of Lessees.

Lessees shall be responsible for adjusting all head-gates in a manner that provides for releasing to the Property the proper amount of water that is adjudicated to, or may be beneficially applied for the benefit of, the Property. Lessees shall record the dates and amounts of irrigation and the number of acres on which water is applied to adequately provide for the development of historic consumptive use records.

Under the City's direction and oversight, Lessees shall be responsible for: (a) measuring and recording water flow information at all weirs, flumes and other measuring and gauging devices, either now in place or installed in the future, and the amount of water being delivered to the Property during the irrigation season (April – October of each lease year); and (b) measuring, estimating and recording the return flow from irrigated fields while under irrigation.

Lessees shall be responsible for providing the labor and capital necessary to maintain existing ditches and laterals and for relocating ditches and laterals as determined by the operation plan referred to in Section 12.

Lessees shall be responsible for control of all noxious weeds, Tamarisk and Russian Olive trees on the properties. Chemical, mechanical and natural control measures will be undertaken to ensure control and elimination of the invasive species. Each year weed and noxious plant control measures will be reviewed as part of the annual operation plan.

SECTION SIX TENANT COVENANTS

At Lessee's sole cost and expense, Lessees shall install, maintain and repair all fences and gates and shall ensure that all gates and fences upon the Property are properly installed and functioning. All fences shall be "lawful fences" as defined by Colorado law.

At Lessee's sole cost and expense, Lessees shall maintain and keep the Property and all improvements and buildings upon the Property, including, but not limited to, fixtures, roofing, plumbing, heating and ventilation systems, wiring, glass, fences, gates, wells and well systems, pumps and pump systems, cattle guards and all other improvements on the Property, in the same or better condition as they were at the commencement of this Lease or, if improvements have been made, to the condition after improvement, all at Lessee's expense, and at the expiration of this Lease, surrender the Property and improvements thereon to City in as good a condition as when Lessees entered the Property, reasonable use and wear excepted.

Lessees shall keep the Property free from all litter, dirt, debris and obstructions, and shall not commit or permit to be committed any waste on the Property or demised premises. Lessees agree that all uses shall be lawful uses only. No hazardous wastes shall be kept or discharged on the Property.

Lessee shall install no structural or land improvements without the prior written consent of the City, which consent shall not be unreasonably withheld.

Lessees agree to waive and forego any claim, cause of action or demand Lessees may have against the City, its officers, agents and employees for injury to or destruction of any property of Lessees or any third person that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessees or any third person; and to indemnify the City, its officers, employees and agents and to hold the City, its officers employees and agents harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of, or resulting from Lessee's use of the Property, not arising from the willful misconduct of the City.

Lessees agree to, at Lessee's sole expense and during the term of this Lease, purchase and maintain in effect "Farmowner's Comprehensive" liability and hazard insurance which will protect the City, its officers, employees and agents and assets of the City, from liability in the event of loss of life, personal injury, or property damage suffered by any person or persons on, about or using the Property and a policy which insures the Property and all improvements thereon to the full insurable value. All required policies shall be from a company and in terms and amounts approved by the City's Risk Manager. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of ONE MILLION DOLLARS (\$1,000,000.00), COMBINED SINGLE LIMIT. An accord form Certificate of insurance must be deposited with the City and must designate the City of Grand Junction, its officers, employees and agents as additional insureds. If a policy approved by the Risk Manager is not at all times in full force and effect, this Lease shall automatically terminate.

Lessees shall comply with all Workers Compensation laws and provide proof of Workers Compensation insurance to the City's Risk Manager. Said Workers Compensation insurance shall cover obligations imposed by applicable laws for any employee or person engaged in the performance of work on the Property.

Lessees agree to use the property for ranching and farming operations only and conduct said operations in a proper and workmanlike manner and in a manner that will not over-graze or cause deterioration of or destruction to the Property.

Lessees agree to keep the Property and the demised premises free and clear from any and all liens for labor performed and for materials furnished to the Property or demised premises.

SECTION SEVEN USE OF BLM PERMIT AND CITY LANDS FOR GRAZING

Lessees may maintain livestock on the BLM Permit and on City land. Lessee shall submit a grazing plan to City each year in December outlining the following years grazing plan. That plan shall include at a minimum, the area being grazed, number of cattle, date cattle on, date cattle off and calculated Animal Unit Months (AUM's). In such event, Lessees shall: cause each and every act to be done in order to maintain the BLM Permit in its current posture and in good standing; pay all fees associated therewith, and, be entitled to the benefits thereof, provided, however Lessees shall be required to maintain all projects associated therewith or incidental thereto and to do every other act to keep the BLM Permit in good standing. This Lease shall, at the option of the City, be terminated at once should the BLM take any adverse action whatsoever against the BLM Permit.

Lessee shall act immediately to any Notice of Trespass by the City, BLM, Forest Service, Town of Palisade on lands and shall take all measures to remedy all causes of trespass, such as fence and gate repairs, gate closures, actions of the public. Certain ranch lands are of limited carrying capacity or are located on sensitive watershed areas, such as "The Bench" located below the rim of the Grand Mesa on the Somerville Ranch. The Bench is to be used for a limited time,

not to exceed twenty days in the spring and eight days in the fall of each year, as a transit point to and from the top of Grand Mesa. According to the Grazing Plan, which may be revised annually depending on range conditions. Water supplies are to be improved to ensure stock water at specific locations, reducing cattle access to the Town of Palisade Kruzen Springs Collection System. Spring locations are to be fenced or otherwise made inaccessible by cattle. Cattle remaining on "The Bench" after transit are to be removed as soon as possible.

In the event the City waives the BLM Permit to a third party, then the rental amount for the remaining term of the lease will be re-negotiated between the parties and shall become effective on the first day of the first month following completion of the Permit transfer. In the event the parties are unable to agree upon any amendment to rental fees pursuant to this Section 7 by the date aforesaid, then this Lease and Agreement shall automatically terminate, in which event Lessees shall have 30 days to surrender and deliver up the premises and deliver all keys peaceably to the City. Rent, and other sums due hereunder, shall accrue during such 30-day period and Lessees shall continue to abide by the several other obligations herein.

SECTION EIGHT INSPECTION

Lessees warrant that they have thoroughly and carefully inspected the Property and demised premises and accept the same in its present condition. Lessees agree that the condition of the Property is sufficient for the purposes of Lessees. The City makes no warranties or promises that the Property is sufficient for the purposes of Lessees.

SECTION NINE CITY'S RIGHT OF ENTRY

During the term of this Lease, Lessees shall have the exclusive right-of-way for ingress and egress, to and from the Property, subject to the provisions contained in this Section 9 and in Section 10.

The City, its officers, agents, and employees retain the right to be on the Property during emergencies and may inspect the Property at anytime without notice. The City, at its option, shall have the right to enter the Property to construct such facilities, as it deems necessary for the City to utilize water and water rights associated with and appurtenant to the Property for municipal or other use. Following such construction the City shall have the right to use said water rights or make them available to the Lessees, as the City deems appropriate.

The City grants to the Lessees all hunting rights concerning the Property as outlined by the terms and conditions of the Hunting Lease Agreement in Appendix B.

SECTION TEN MINERAL RIGHTS

The City retains and reserves for its sole use, lease, sale, or other disposition all oil, gas, coal and other minerals and mineral rights underlying or appurtenant to the Property, together with the rights of ingress and egress to and from the Property for the purpose of exploring, developing, mining, producing and removing any such minerals, oil, gas and coal.

SECTION ELEVEN
SURRENDER – HOLDING OVER

Lessees shall, after the last day of the term of this Lease or any extension or upon earlier termination of this Lease, surrender to the City the Property in good order, condition and state of repair, reasonable wear and use excepted. Lessees shall execute all BLM documents required in order to accomplish a complete surrender of Lessee's interests in the BLM Permit.

Should Lessees fail, for whatever reason, to vacate the premises at the end or when this lease is terminated, Lessees agree to pay to the City the sum of \$100.00 per day for each and every day thereafter. The parties agree that it would be difficult to establish the actual damages to the City in such event and that said \$100.00 is an appropriate and agreed, liquidated damages amount.

Lessees agree that all fences, gates and other improvements of a permanent nature constructed or installed on the Property during the term of this Lease, whether by City or Lessees, shall be and remain the sole property of the City upon termination or expiration of this Lease.

SECTION TWELVE
OPERATION AND CAPITAL IMPROVEMENT PLANS – BI-ANNUAL REVIEWS

On or before the first day of July of each lease year, Lessees shall submit to the City a Capital Improvement Plan. That plan may in the City's sole discretion be extended from year to year or the City may require a new plan each year. Based upon the review of said plan and other budgetary issues the capital improvement plan may or may not be adopted for the following year.

On or before the first day of December of each lease year, Lessees shall submit to the City a livestock and irrigation report specifying, among other things, acreage irrigated and the length of time irrigation water was applied and specifying the number and type of livestock grazed on the Property. Based upon the review of said report and other operational issues the operation plan may be amended for the succeeding lease years.

SECTION THIRTEEN
DEFAULT

Except as otherwise provided for in Section 7, if Lessees are in default in the performance of any term or condition of this Lease, the City, may, at its option, terminate this Lease upon 30 days written notice. If Lessees fail within any such 30-day period to remedy any default specified in the City's notice, this Lease shall automatically terminate. If Lessees remedy such default, Lessees shall not thereafter have the right of 30 days (to remedy) with respect to a subsequent similar default, terminate upon the giving of notice by the City. Any notices sent pursuant to this agreement shall be delivered by United States certified mail, return receipt requested, and shall be considered served upon Lessees as of the date of mailing indicated on the postal receipt. All notices shall be sent to Lessees at 2043

N Road, Fruita, Colorado 81521. All notices sent to the City by Lessees shall be addressed to the City of Grand Junction, Attention Director, Facilities, Utilities & Streets Systems with a copy to the City Attorney at, 250 North 5th Street, Grand Junction, Colorado, 81501.

This Lease shall automatically terminate in the event Lessees: become insolvent; are subject to a bankruptcy filing whether or not voluntary or involuntary; are subject to an assignment for the benefit of creditors or if a receiver is appointed; if Lessees should become disabled or suffer death; if Lessees fail in any manner to comply with any of the terms, covenants, or conditions of this Lease to be kept and performed by Lessees; or should Lessees, by any act of negligence or carelessness, or through any act of commission or omission permit, or suffer to be permitted, damage to the Property or the demised premises in any substantial manner.

If this Lease is terminated by the City, except termination due to expiration of the least term, Lessees shall have reasonable access to the Property for a reasonable time, not to exceed 30 days, to remove Lessee's personal property.

Upon termination of this Lease, Lessees shall remove all personal property and livestock from the property and demised premises within 30 days from the date of termination. If Lessees fail to remove Lessee's personal property and livestock within the time prescribed, the City shall not be responsible for the care and safekeeping thereof and may remove the same and store the same in a reasonable manner, the cost, expense and risk of which shall be Lessee's. Lessees hereby agree that items not timely removed may be sold by the City to cover expenses with net proceeds after expenses paid to Lessees. The City may also set off amounts owed under this Lease against proceeds of said sale.

SECTION FOURTEEN SUBLEASE

Lessees shall not sublet, assign or transfer any of Lessee's interests in this Lease, or enter into any contract or agreement affecting Lessee's interest in this Lease, without obtaining prior written approval of the City. The City may in its sole discretion withhold consent to subletting, assigning or transfer.

SECTION FIFTEEN DESTRUCTION

If the premises are damaged due to fire or other casualty, the City shall have no obligation to repair the improvements or to otherwise make the premises usable or occupiable; damages shall be at Lessee's sole and exclusive risk. If the City determines not to perform repairs or to otherwise make the premises usable or occupiable, Lessees may terminate this Lease by giving Lessee's notice to the City that the lease is terminated. The City may, however, at its election, apply the proceeds of any insurance obtained by Lessees for this purpose, to repair the damaged improvements. If insurance proceeds are not sufficient to fully restore improvements, then the City may, instead of repairing, retain the proceeds.

SECTION SIXTEEN PARTNERSHIP – TAXES

It is expressly agreed that this Lease is a lease and not the formation or creation of a partnership or joint venture and the City shall not be or become responsible for any debts contracted or imposed by lessee. Lessees shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability or loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury, (including death), to persons or property caused by Lessees or sustained in connection with the performance of this Lease or by conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, and the defense of any such claims or actions, including attorney's fees. Lessees shall also pay and indemnify the City of Grand Junction, its officers, employees and agents against all liability and loss in connection with, and shall assume full responsibility for payment for all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to employees engaged in performance of this Lease.

SECTION SEVENTEEN CITY'S RIGHT TO BUYOUT

In the event the City determines to sell the property or to utilize it for other municipal purposes, other than to lease it for another agricultural operation, the City may, upon expiration of the fourth lease year (2015), and thereafter anytime during the remaining six years, have the right to terminate this lease by giving two years advanced written notice. In such event, Lessees shall be compensated in an amount equal to one-half the annual rent for the lease year in which the Lease is terminated. In the event this Lease is terminated pursuant to Section 13, Lessees shall have reasonable access to the Property for a reasonable time, not to exceed 30 days, to remove Lessee's personal property.

SECTION EIGHTEEN PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

SECTION NINETEEN GOVERNING LAW

In the event the City uses its City Attorney or engages an attorney to enforce the City's rights hereunder, Lessees agree to pay for the value or cost of such attorney fees, plus costs, including the costs of any experts. In the event a court of competent jurisdiction deems such previous sentence to be unenforceable, then the parties agree that each party shall pay for such party's own attorney fees unless such party has been determined to have acted in bad faith or frivolously. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Venue for any action arising out of or under this

EXHIBIT A to that certain Ranch Lease dated the 1st day of May, 2010, by and between the City of Grand Junction, a municipal corporation, and Howard Van Winkle and Janie Van Winkle

SOMERVILLE RANCH

TOWNSHIP 1 SOUTH, RANGE 2 EAST, UTE MERIDIAN

- Section 20: NW1/4 SE1/4 SW1/4 and the S1/2
EXCEPT SW1/4 SW1/4
AND EXCEPT NW1/4 SE1/4 SW1/4.
- Section 21: E1/2 SW1/4, SE1/4 NW1/4 and N1/2 NW1/4.
- Section 22: S1/2 NE1/4, SE1/4, N1/2 SE1/4 SW1/4,
SE1/4 SE1/4 SW1/4, and E1/2 SW1/4 SE1/4
SW1/4.
- Section 23: E1/2 SW1/4, NW1/4 SW1/4, E3/4 SW1/4 NW1/4 and
W1/2 SE1/4.
- Section 26: N1/2 SW1/4, SW1/4 SW1/4 and S1/2 NW1/4.
- Section 27: ALL
EXCEPT NE1/4 NE1/4
AND EXCEPT SW1/4 SE1/4 and S1/2 SW1/4.
- Section 28: SE1/4 SW1/4 SW1/4, NE1/4 NE1/4, S1/2 NE1/4,
E1/4 NW1/4 NE1/4, SW1/4 NW1/4, W1/2 NE1/4
NW1/4 and S1/2
EXCEPT SE1/4 SW1/4 SW1/4 SW1/4
- Section 29: SE1/4 NE1/4.
- Section 33: N1/2 NE1/4
- Section 34: ALL,
EXCEPT NE1/4 SW1/4 NE1/4, SW1/4 SW1/4 and
W1/2 NW1/4.
- Section 35: S1/2 NE1/4, N1/2 SE1/4, SE1/4, SE1/4, NE1/4
SW1/4, SE1/4 NW1/4 and W1/2 NW1/4.
- Section 36: SW1/4 NW1/4 and SW1/4

TOWNSHIP 2 SOUTH, RANGE 2 EAST, UTE MERIDIAN

- Section 1: SE1/4NE1/4, SW1/4 NE1/4, S1/2, NW1/4 NW1/4, and S1/2
NW1/4.
- Section 2: NE1/4 SE1/4 and S1/2 SE1/4.
- Section 8: NW1/4 SE1/4 and SW1/4 NE1/4.
- Section 9: NE1/4 SE1/4.
- Section 10: NW1/4SE1/4, SW1/4SW1/4, S1/2 NE1/4, NE1/4 SE1/4, N1/2
SW1/4, S1/2SE1/4 and SE1/4 NW1/4.

_____ City

_____ Lessee

EXHIBIT A (Continued)

- Section 11: NE1/4, N1/2 SE1/4, N1/2 SW1/4, S1/2 NW1/4,
S1/2 SE1/4 and S1/2 SW1/4.
Section 12: N1/2.
Section 15: W1/2NW1/4
Section 17: W1/2 NE/4 and N1/2, NW1/4.

TOWNSHIP 11 SOUTH, RANGE 97 WEST, SIXTH PRINCIPAL MERIDIAN

- Section 19: S1/2 SE1/4, SE1/4 SW1/4 and Lot 4.
Section 20: S1/2 SW1/4.
Section 25: S1/4,
EXCEPT S1/2 SE1/4 and 1/2 of the SE1/4 SW1/4
Lying North and East of a diagonal line
Running from the Northwest corner to the
Southeast corner of said SE1/4 SW1/4.
Section 26: SE1/4 SE1/4, W1/2 SE1/4 and SW1/4.
Section 27: W1/2 SE1/4/
Section 28: S1/2
Section 29: N1/2 NE1/4, SE1/4 SE1/4 and W1/2.
Section 30: E3/4.
Section 31: NE1/4 and E1/2 SE1/4.
Section 32: E1/2 NE1/4, W1/2 SE1/4 and W1/2.
Section 33: N1/2, NE1/4 SW1/4 and SE1/4.
Section 34: ALL.
Section 35: ALL.

TOWNSHIP 12 SOUTH, RANGE 97 WEST, SIXTH PRINCIPAL MERIDIAN

- Section 30: Lots 11, 13, 14

TOWNSHIP 12 SOUTH, RANGE 98 WEST, SIXTH PRINCIPAL MERIDIAN

- Section 12: Lot 13
Section 13: Lot 4
Section 14: Lots 2, 3 and 5
Section 25: SE1/4SE1/4

_____City

_____Lessee

THE PROPERTY IS SUBJECT TO THE FOLLOWING LEASES:

1. Lease of a 30-foot road right-of-way for ingress and egress to Rocky Mountain Gas Company by instrument recorded August 21, 1975 in Book 1044 at Page 209. This lease affects Sections 25, 26, 35 and 36, Township 11 South, Range 97 West, Sixth Principal Meridian, Mesa County, Colorado.
2. Lease to Pikes Peak Broadcasting Company, a Colorado Corporation, for Purpose of installing and maintaining a television and radio broadcasting antenna and tower with an easement for ingress and egress, recorded December 10, 1979 in Book 1234, Page 293. This lease affects Sections 32, 33, 34, 35 and 36, Township 11 South, Range 97 West, Sixth Principal Meridian, Mesa County, Colorado.
3. Lease to Kenneth Johnson for a term of 50 years for a cabin together with the Right of ingress and egress, recorded, recorded May 1, 1972 in Book 975, Page 965. This lease affects the NE1/4 of the NW1/4 of the NW1/4 of Section 27, and the E1/2 of Section 35, Township 11 South, Range 97 West, Sixth Principal Meridian, Mesa County, Colorado. Township 11 South Range 97 West, Sixth Principal Meridian. Mesa County, Colorado.
4. Lease to the United States of America acting through the Bureau of Reclamation, Department of the Interior, for the purpose of ingress and egress to radio repeater station site, recorded September 19, 1988 in Book 1715, Page 690. This lease affects the SW1/4 SW1/4 of Section 25, SE1/4. This lease affects the SW1/4 SW1/4 of Section 25, SE1/4 SE1/4 of Section 26

ANDERSON RANCH

Township 2 South, Range 2 East, Ute Meridian:

- Section 13: The South 1/2 of the South 1/2;
- Section 23: The NE1/4 of the NE1/4;
- Section 24: The North 1/2; AND ALSO, the North 1/2 of the South 1/2.

Township 12 South, Range 98 West, 6th P.M.:

- Section 24: The SW1/4 of the SE1/4;
- Section 25: The NW1/4; The NW1/4 of the NE1/4; AND ALSO, that part of the SW1/4 of Section 25 described as Beginning at the Southwest corner of said Section 25; thence S 89°37' E 335.60 feet; thence N 35°17' E 1586.60 feet; thence N 33°28' E 1600.00 feet to a point on the North line of said SW1/4; thence West to the West 1/4 corner of said Section 25; thence S 00°09' E along the West line of the SW1/4 to the Point of Beginning;
- Section 26: Lots 1, 2, 3 and 4;
- Section 35: Lots 1 and 2.

_____ City

_____ Lessee

EXHIBIT B to that certain Ranch Lease dated the 1st day of May, 2010, by and between the City of Grand Junction, a municipal corporation, and Howard Van Winkle and Janie Van Winkle

SOMERVILLE RANCH

Name	Decreed Source	DIRECT FLOWS		
		Amount	Adjudication Date	Appropriation Date
ADA	Whitewater Creek	3.60 cfs	6-01-16	10-17-07
ADA	Whitewater Creek	7.20 cfs Conditional	6-01-16	10-17-07
Brandon Ditch Enlarged	Whitewater Creek	3.80	7-21-59	6-01-00
Brandon Ditch 2 nd Enlargement	Whitewater Creek	24.80	7-21-59	4-15-40
Evers Ditch	Whitewater Creek	0.53 cfs	2-07-90	6-30-83
Guild Ditch No. 1	Whitewater Creek	1.08 cfs	6-01-16	5-14-09
Guild Ditch No. 1	Whitewater Creek	6.84 cfs Conditional	6-01-16	5-14-09
Guild Ditch No. 2	Whitewater Creek	1.08 cfs	6-01-16	5-14-09
Guild Ditch No.2	Whitewater Creek	6.84 cfs	6-01-16	5-14-09
Gulch Ditch	Whitewater Creek	0.36	2-07-90	10-18-87
Orchard Mesa Ditch	Whitewater Creek	0.36	2-07-90	1-05-87
Pioneer of Whitewater	Whitewater Creek	3.55 cfs.	2-07-90	8-09-84

_____ City

_____ Lessee

RESERVOIRS

Name	Decreed Source	Amount	Adjudication Date	Appropriation Date
ADA Reservoir	Whitewater Creek	368.37AF	6-01-16	10-17-07
ADA Reservoir	Whitewater Creek	725.97AF	6-01-16	10-17-07
Cliff Lake Reservoir	Whitewater Creek	95.57AF	7-21-59	5-14-92
Cliff Lake Reservoir	Whitewater Creek	70,80AF	6-01-16	9-01-94
Guild Reservoir	Whitewater Creek	82.62AF	6-01-16	5-14-09
Guild Reservoir	Whitewater Creek	50.49AF	6-01-16	5-14-09
Somerville Reservoir	Whitewater Creek	837.00af	7-21-59	7-19-45

MISCELLANEOUS

Name	Decreed Source	Amount	Adjudication Date	Appropriation Date
Somerville Ranch Irrigation System	Whitewater Creek	3.00 cfs	3-13-71	6-01-82
Somerville Well #1	Whitewater Creek	.2220 cfs	12-31-70	12-01-64
Somerville Well #2	Whitewater Creek	.4440 cfs	12-31-70	11-01-64

ANDERSON RANCH

Anderson Ranch will have all of the direct flow from the North Fork of Kannah Creek during the irrigation season (April through October).

Thereafter, winter stock water use will be from the Kannah Creek flow line at the stock tanks.

Water from storage will be determined on or before the 1st day of June and the Lessee notified.

_____ City

_____ Lessee

Appendix A

Somerville and Anderson Ranch lease:

Performance Objectives

General

1. Lessee will utilize the public and private lands for grazing as appropriate and as outlined in the annual grazing plan submitted to City each December. Cattle trespass situations on US Forest Service lands or BLM lands shall be dealt with promptly. Failure to respond within a 48-hour period after receiving notification of a trespass situation may result in notice to the Lessee of forfeiture of the lease as outlined in Section 13 of this Lease. Close attention to this term is necessary to retain the BLM grazing permit in the Whitewater Common Allotment and to prevent contamination within the Town of Palisade's watershed near Kruzen Springs. Losses of either of these two areas as a result of inadequate cattle management will devalue the City's use and enjoyment of its lands.
2. Water available to City lands, either by *direct* flow or *stored* water, will be utilized by the Lessee to the fullest extent possible not wasted. Return flows from City lands will be minimized to the extent possible. Flows will be measured where weirs are installed and recorded by the Lessee as flows change at the head-gates to ditches feeding City lands and in the laterals feeding various irrigated pastures. This usage will be recorded in the manner illustrated in the Water Record, attached to these Objectives. This data will be subject to review at the management meeting held on or before the first day of November of each year between the City Utility Department and the Lessee. Water conservation practices and improvements are important for the lessee to undertake as, from time to time, water will be removed from ranch lands for other decreed purposes.
3. The Lessee is responsible for improvements to leased properties as stated in the Lease. Work of a permanent nature either to buildings or land is subject to City approval. This includes but is not limited to new roads, new fences, new ditches, woodcutting and drainage improvements. These can be discussed at the bi-annual meetings or at other times arranged between the City and the Lessees.
4. Subleases to or use of City buildings by the individuals, other than the Lessees, must be approved in advance by the City Utility Department. Reimbursements for the sublease, either monetarily or in exchange for services, must be approved by the City.
5. Lessees will continue their membership in the Mesa Soil Conservation District and will take advantage of appropriate land and water programs available through the District. Permanent land and water projects, proposed by the Lessee, will be reviewed for funding by the District.

_____ City

_____ Lessee

6. Lessees will cooperate financially with the City, Mesa County and others in a long-term project to control and eliminate the spread of noxious weeds on City lands. This includes the spread of Russian Olive and Tamarisk trees. Noxious weeds are defined as those on the Mesa County list of noxious weeds. This item will be an agenda item on the bi-annual management meeting held in late Fall of each year.
7. Relationships with neighboring landowners and water users are important to the City of Grand Junction. Cordial relationships with other private and public landowners is material to continued use of City lands for water development purposes. Lessees will take special care to work with neighboring landowners and users on all grazing, water, weed, and fencing issues.

Note: This record will be formatted and developed in *Excel*

Water Record

Somerville and Anderson Ranches

Month _____	Structure Name	Area Irrigated	Date	Flow (CFS)	Notes
-------------	----------------	----------------	------	------------	-------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
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- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.

_____ City

_____ Lessee

APPENDIX B

HUNTING LEASE AGREEMENT

THIS HUNTING LEASE AGREEMENT is made by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Howard Van Winkle and Janie Van Winkle, hereinafter referred to as "the Lessees".

RECITALS:

A. The City is the owner of real property situated in Mesa County Colorado, commonly known as the Somerville and Anderson Ranchs' and hereinafter referred to as "the Property".

B. The Lessees desire to lease the exclusive hunting rights on the Property under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, promises, covenants and conditions herein specified, the parties hereto mutually agree as follows:

1. The City hereby leases to the Lessees the exclusive right to conduct private hunting activities on the Property. The term of this Lease shall commence with the 2010 game hunting season as defined by the Colorado Division of Wildlife ("the CDOW"), and terminate upon expiration of the 2019 game hunting season as defined by the CDOW.

2. The Lessees agree to pay to the City as rental for rights granted under this Lease a sum of money which represents twenty percent (20%) of the total fees paid to the Lessees from hunters using and occupying the Property. Said sums of money shall be due and payable to the City in annual installments on or before ten (10) days following the conclusion of the hunting season as defined by the CDOW.

3. The Lessees shall at all times during this Lease secure and maintain in effect all licensing and registration requirements of the Colorado Office of Outfitters Registration. In the event the Lessees fail to be or become licensed and registered with the Colorado Office of Outfitters Registration, or if the Lessees license to provide outfitting services is revoked, for whatever reason, then this Lease shall automatically terminate.

4. The Lessees agrees to:

a. Use reasonable care in the use of the Property and to keep the Property free from all litter, debris, human waste, and to provide sanitary human waste facilities on the "Bench" and "Cow Camp" on the Somerville Ranch agreed upon by the City and maintain said facilities in a manner that will not allow human waste to remain upon the surface of the ground or to enter into any water course or water way, including, but not limited to, streams, creeks, ponds, springs, ditches and reservoirs.

b. Waive and forego any claim, cause of action or demand the Lessee may have against the City, its officers, employees and agents, for injury to or destruction of any property of the Lessee or any third party which may be lost, injured, damaged, destroyed or devalued as a result of the act, or failure to act, of the Lessee or any third party; and to indemnify

the City, its officers, employees and agents, and to hold the City, its officers, employees and agents, harmless from any and all claims, damages, actions, personal injury (including death), costs and expenses of every kind in any manner arising out of or resulting from the Lessee's use of the Property.

c. Not use the Property for any purpose which is prohibited by the laws of the United States of America, the State of Colorado, the County of Mesa or any other governmental agency having control, jurisdiction or authority over the Property and the Lessee's use thereof. The Lessees agree to comply with all police, fire and sanitary regulations imposed by any governmental agency either now in force or hereinafter enacted, and to not use the Property for any improper or questionable purposes whatsoever.

d. At the Lessee's sole expense and during the term of this Lease, purchase and maintain in effect suitable Comprehensive General Liability Insurance which will protect the Lessee and the City, its officers, employees and agents from liability in the event of loss of life, personal injury, or property damage suffered by any person or persons on, about or using the Property. Such insurance shall not be cancelable without thirty (30) days prior written notice to the Risk Manager of the City and shall be written for at least a minimum of \$500,000.00, combined single limit. The certificate of insurance must be deposited with the Risk Manager of the City and must designate the City of Grand Junction, its officers, employees and agents as additional insureds.

e. Comply with all Workers Compensation laws and, if required by such Workers Compensation laws, provide proof of Workers Compensation insurance to the City's Risk Manager. Said Workers Compensation insurance shall cover obligations imposed by applicable laws for any employee engaged by Lessee in the performance of work on the Property.

f. Coordinate the Lessee's activities with the Colorado Division of Wildlife to ensure that the harvest of animals will not exceed the harvest objectives of the DOW.

g. Restrict open campfires and smoking to locations which are acceptable to the City or which meet regulations outlined by Mesa County, Bureau of Land Management, or U.S. Forest Service during times of extreme fire hazard.

h. Provide the City an accurate accounting annually of the amount(s) and type(s) of animal(s) harvested during each season, within ten (10) days following the conclusion of the hunting season as defined by the CDOW.

i. Prior to any third party using or occupying the Property for hunting purposes (hereinafter "hunting client"), the Lessees shall obtain for the City a waiver, hold harmless and indemnity agreement prepared by the City and executed by each of the Lessee's hunting clients which provides that each such hunting client agrees to waive and forego any claim, cause of action or demand that each such hunting client may have against the City, its officers, employees and agents, for injury to or destruction of any property of the Lessee's hunting clients which may be lost, damaged, destroyed or devalued as a result of the act, or failure to act, of the Lessees, the Lessee's hunting clients or any third party; and to indemnify the City, its officers, employees and agents and to hold the City, its officers, employees and agents harmless from any and all claims, damages, actions, personal injury (including death), costs and expenses of every kind in any manner arising out of or resulting from the use of or presence on the Property by the Lessee's hunting clients. (See "Appendix C").

5. The Lessees represent that they are familiar with the Property and its boundaries and accept the same in its present condition; The Lessees agree that the condition of the Property

is sufficient for the purposes of the Lessees. The City makes no warranties, representations or promises that the Property is sufficient for the purposes of the Lessees. The Lessee agrees that their use of the Property shall be at the Lessee's own risk; the City shall not be responsible or liable for the success of the Lessee's operation or the loss of profits or opportunities.

6. The Lessees shall endeavor to cause all of their employees and hunting clients to at all times conduct themselves in a proper and responsible manner.

7. The Lessees shall, during the term of this Lease, have the exclusive right to remove trespassers from the Property; provided, however, that the Lessees acknowledge that its exercise of said right shall be at the Lessee's own risk; provided, further, that the Lessees acknowledge that the City, its officers, employees and agents, shall have the right to be on the Property during the term of this Lease and may inspect the Property and the Lessee's occupancy thereof at anytime.

8. Notwithstanding anything herein to the contrary, if the Lessees are in default in the performance of any term or condition of this Lease, the City may, at its option, terminate this Lease upon giving three (3) days advanced written notice. If the Lessees fail within any such three (3) day period to remedy each and every default specified in the City's notice, this Lease shall automatically terminate. If the Lessees remedy such default(s), the Lessees shall not thereafter have the right to cure or remedy within three (3) days with respect to the same default(s), but rather, the Lessee's rights under this Agreement shall, with respect to subsequent similar default(s), automatically terminate upon the giving of written notice by the City.

This Lease shall automatically terminate in the event the Lessees: become insolvent; are subject to a bankruptcy filing whether voluntary or involuntary; are subject to an assignment for the benefit of creditors or if a receiver is appointed; should suffer death or become disabled to the extent that would preclude the Lessees from fulfilling each and every term and condition under this Agreement; fail in any manner to comply with any of the terms, covenants or conditions of this Lease (to be kept and performed by the Lessees); or should the Lessees, their employees or agents, by any act of negligence or carelessness, or through any act of commission or omission permit, or suffer to be permitted, damage(s) to the Property in any substantial manner. In such event, the City may immediately retake possession of the Property and the Lessees agree that prior monies received by the City shall be retained by the City. The Lessees further agree that the City shall have the right to sue for the balance of payments not received, to lease the hunting rights on the Property to a third party, and any other lawful remedy.

If this Lease is terminated by the City, except termination due to the expiration of the Lease term, the Lessees shall have reasonable access to and from the Property for a reasonable time, but not to exceed thirty (30) days, to remove the Lessee's personal property. If the Lessees fail to remove the Lessee's personal property within said thirty (30) day period, the City shall not be responsible for the care and safekeeping thereof and may, at its option, remove and store the same in a safe and reasonable manner, the cost, expense and risk of which shall be borne by the Lessees. The Lessees agree that items not timely recovered by the Lessees may be sold by the City to cover expenses, with net proceeds after expenses paid to the Lessees. The City may, at its option, set off amounts owed under this Lease against the proceeds of said sale.

9. The Lessees shall not sublet, assign or transfer any of their interests in this Lease, or enter into any contract or agreement affecting the Lessee's interests in this Lease without obtaining the prior written approval of the City.

10. The Lessees acknowledge that the Property is bordered in part by private and federally owned lands. Any liabilities arising from the Lessees, their employees and hunting

clients entering, trespassing, or in any way damaging properties of any other party shall be the responsibility of the Lessees. Lessee will provide employees and hunting clients with instructions and maps showing the approved property and hunting boundaries. Trespass by Lessee or clients on lands not approved for hunting will be cause for termination of this lease.

11. It is expressly agreed that this Agreement is one of lease and not of partnership. The City shall not be or become responsible for the success or failure, profit or loss of profits, loss of opportunities, or any debts contracted by the Lessee. The Lessee shall save, indemnify and hold the City, its officers, employees and agents, harmless against all liability or loss, and against all claims or actions based upon or arising from any claim, lien, damage or injury (including death), to persons or property caused by the Lessee or sustained in connection with the Lessee's performance under this Lease, the violation of any statute, ordinance, code or regulation, and the defense of any such claims or actions, including any and all attorney's fees and litigation costs. The Lessee shall save and indemnify the City, its officers, employees and agents, and hold the City, its officers, employees and agents harmless from the payment of all federal, state and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, social security and income taxes, and any and all taxes, fees, excises with respect to employees or other persons engaged in the performance of this Lease.

12. In the event the City uses its City Attorney or engages an attorney to enforce the City's rights hereunder, including, but not limited to suit or collection efforts in furtherance thereof, the Lessees agree to pay for the value or costs of such attorney, plus all costs, including the costs of any experts. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Venue, for any action arising out of or this agreement, shall be in District Court, Mesa County Colorado.

13. The provisions of this Lease Agreement shall not inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date(s) indicated below.

For the City of Grand Junction,
Colorado

Attest:

Laurie Kadrich Date
City Manager

Stephanie Tuin Date
City Clerk

Lessees:

Howard Van Winkle Date

Janie Van Winkle Date

APPENDIX C

AGREEMENT

As an expressed condition of the right to hunt on property owned by the City of Grand Junction, a Colorado home rule municipality, the undersigned, hereinafter referred to as "the Permittee", does hereby agree to: Indemnify the City of Grand Junction, its officers, employees and agents and to hold the City of Grand Junction, its officers, employees and agents, harmless from all claims, causes of action or demand the Permittee may have against the city of Grand Junction, its officers, employees and agents, for injury to or destruction of any property of the Permittee or any third party which may be lost, injured, damaged, destroyed or devalued as a result of the act, or failure to act, of the Permittee or any third party; indemnify the City of Grand Junction, its officers, employees and agents, and to hold the City of Grand Junction, its officers, employees and agents harmless from any and all claims, damages, actions, personal injury (including death), costs and expenses of every kind in any manner arising out of or resulting from the Permittee's use of or presence upon the Property.

Please Print:

Name of Permittee: _____

Permittee's Legal Address: _____

Signed this _____ day of _____, _____.

Permittee:

Witness:

By: _____



Date: February 12, 2010

Author: Eddie F. Storer

Title/ Phone Ext: Construction
Manager

CITY COUNCIL AGENDA ITEM

Attach 5

Federal Aviation Administration Grant at the Grand Junction Regional Airport for the West Air Carrier Ramp Reconstruction

Subject: Federal Aviation Administration Grant at the Grand Junction Regional Airport for the West Air Carrier Ramp Reconstruction
File # (if applicable):
Presenters Name & Title: Eddie F. Storer, Assistant Director/Construction Manager

Executive Summary: AIP-42 is a \$946,631 partial grant for the reconstruction of the West Air Carrier Ramp at the Grand Junction Regional Airport. Total funding for this project will be approximately \$5,000,000.00. Congress has approved a two part AIP program for 2010, Program A and Program B. This grant is for Program A. The Supplemental Co-sponsorship Agreements are required by the FAA as part of the grant acceptance by the City.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

This grant acceptance will support the Council’s Goal # 9 by enhancing and maintaining the air transportation system within the region.

Action Requested/Recommendation: Authorize the Mayor and City Attorney to Sign the Original FAA AIP-42 Program A Grant Documents for West Air Carrier Ramp Reconstruction at the Grand Junction Regional Airport and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreements for AIP-42.

Board or Committee Recommendation:

The Grand Junction Regional Airport Authority accepted the AIP-42 Funding at their February 16, 2010 meeting.

Financial Impact/Budget:

No funds are being requested of the City of Grand Junction.

Legal issues:

Standard review by the City Attorney.

Other issues:

None.

Previously presented or discussed:

No

Background, Analysis and Options

The benefit of AIP-42 Program A and Program B is to replace the West Air Carrier concrete ramp that is crumbling due to Alkali Silica Reaction and will provide for the parking of heavier aircraft in that area.

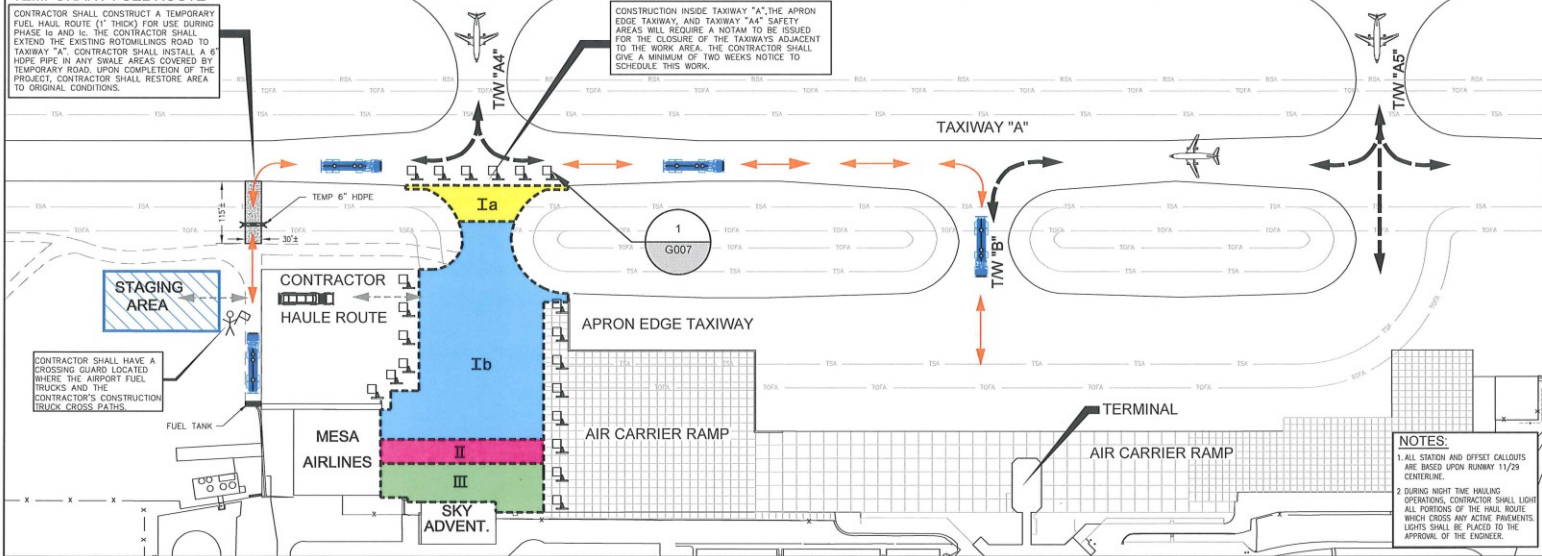
Attachments:

1. Phasing Layout Plan
2. Draft Grant Agreement for AIP-42
3. Supplemental Co-sponsorship Agreement

RUNWAY 11/29

TEMPORARY FUEL ROUTE
 CONTRACTOR SHALL CONSTRUCT A TEMPORARY FUEL HAUL ROUTE (1" THICK) FOR USE DURING PHASE I & II. THE CONTRACTOR SHALL EXTEND THE EXISTING ROTOMOLLS ROAD TO TAXIWAY "A". CONTRACTOR SHALL INSTALL A 6" HDPE PIPE IN ANY SHALE AREAS COVERED BY THE TEMPORARY ROAD. UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL RESTORE AREA TO ORIGINAL CONDITIONS.

CONSTRUCTION INSIDE TAXIWAY "A", THE APRON EDGE TAXIWAY, AND TAXIWAY "A4" SAFETY AREAS WILL REQUIRE A NOTAM TO BE ISSUED FOR THE CLOSURE OF THE TAXIWAYS ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL GIVE A MINIMUM OF TWO WEEKS NOTICE TO SCHEDULE THIS WORK.



NOTES:
 1. ALL STATION AND OFFSET CALCULATIONS ARE BASED UPON RUNWAY 11/29 CENTERLINE.
 2. DURING NIGHT TIME MILLING OPERATIONS, CONTRACTOR SHALL LIGHT ALL PORTIONS OF THE HAUL ROUTE. BARRICADES CROSS ANY ACTIVE PAVEMENTS. LIGHTS SHALL BE PLACED TO THE APPROVAL OF THE ENGINEER.



RECONSTRUCT RAMP PHASE II (ASR)

ISSUED FOR REVIEW
 THESE DRAWINGS ARE FOR DESIGN REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

JASON R. VIRZI
 NAME 12/09/09
 39418 REG. NO. DATE
 FOR AND ON BEHALF OF JVATION, INC.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
1.	JRV	12/09/09	ISSUED FOR REVIEW

AIP PROJECT NUMBER: 3-08-0027-42
 JVATION PROJ. NUMBER: [DATE]
 GJTAIP-42-APR 12/09/09
 DESIGNED: DRAWN: CHECKED: APPROVED:
 DJL SAN CLG JRV

PHASING LAYOUT PLAN

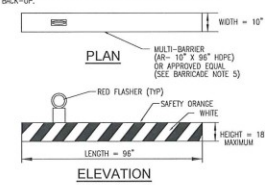
G007
 SHEET 7 OF 29

CONSTRUCTION PHASING NOTES

SCHEDULE	MAJOR WORK TO BE COMPLETED	AIRPORT OPERATIONAL NOTES	OTHER NOTES	CONSTRUCTION PHASING LEGEND
<p>PHASE I - SCHEDULE I 15 CONSECUTIVE CALENDAR DAYS NIGHT WORK 6:00 PM TO 6:30 AM ACCESS TO RWY CONCURRENTLY WITH PHASE I.A</p> <p>PHASE I.A - SCHEDULE I 30 CALENDAR DAYS 24-HOUR ACCESS</p> <p>PHASE II - SCHEDULE I + II 15 CALENDAR DAYS 24-HOUR ACCESS</p> <p>PHASE III - SCHEDULE I + II 30 CALENDAR DAYS 24-HOUR ACCESS</p> <p>TOTAL PROJECT DURATION 75 CALENDAR DAYS</p>	<p>EXISTING CONCRETE PAVEMENT REMOVAL NEW UNDERDRAIN INSTALLATION NEW CONCRETE PAVEMENT SECTION INSTALLATION PAVEMENT MARKING</p> <p>EXISTING CONCRETE PAVEMENT REMOVAL NEW CONCRETE PAVEMENT SECTION INSTALLATION PAVEMENT MARKING</p> <p>EXISTING CONCRETE PAVEMENT REMOVAL NEW CONCRETE PAVEMENT SECTION INSTALLATION PAVEMENT MARKING</p> <p>EXISTING CONCRETE PAVEMENT REMOVAL NEW UNDERDRAIN INSTALLATION NEW CONCRETE PAVEMENT SECTION INSTALLATION CAST-IN-PLACE TRENCH DRAIN CONSTRUCTION DRAINLINE INSTALLATION CONNECT TO EXISTING STORM SEWER PAVEMENT MARKING</p>	<p>1. TAXIWAY "A" TO REMAIN OPEN 6:30 A.M. TO 6:00 P.M. AND CLOSED 6:00 P.M. TO 6:30 A.M. DURING PHASE I & II CONSTRUCTION.</p> <p>2. NOTAM FOR TAXIWAY "A" REGARDING CLOSURE TIMES, CONSTRUCTION ACTIVITIES AND DROP-OFFS IN SAFETY AREA FOR THE DURATION OF PHASE I & II.</p> <p>3. CONSTRUCTION MARKERS AND PERIMETER SECURITY SHALL BE INSTALLED PER PHASING PLANS AND AS REQUIRED BY AC 5370-2E OR AS DIRECTED BY ENGINEER.</p> <p>4. ALL OBJECT FREE AREA LIMITS WITHIN ACTIVE AIRPORT PAVEMENT SHALL BE KEPT FREE OF EQUIPMENT STORAGE OR MATERIAL STOCKPILES.</p> <p>5. SWEEPERS SHALL BE AVAILABLE AT ALL TIMES TO CLEAN FOREIGN OBJECT DEBRIS (FOD) FROM CONSTRUCTION AND FUEL TRUCK HAUL ROUTES OR AREAS ADJACENT TO CONSTRUCTION ACTIVITY. CONTRACTOR SHALL CONSTANTLY MONITOR AIRCRAFT MOVEMENT AREAS FOR FOD AND IMMEDIATELY REMOVE ALL DEBRIS.</p> <p>6. WHEN TOWER IS OPEN MONITOR 121.7 MHZ. WHEN TOWER IS CLOSED MONITOR 118.1 MHZ.</p>	<p>1. CONTRACTOR SHALL COORDINATE WITH THE AIRPORT AND THE ENGINEER TO DESIGNATE A HAUL ROUTE FROM THE BATCH PLANT AND STAGING AREA TO THE PROJECT SITE.</p> <p>2. AT ALL TIMES CONTRACTOR SHALL ONE RIGHT-OF-WAY TO AIRCRAFT AND FUEL TRUCKS WHEN CROSSING ACTIVE AIRPORT AREAS.</p> <p>3. CONTRACTOR SHALL PLACE TEMPORARY CONSTRUCTION MARKERS 1 FOOT FROM THE EDGE OF CONSTRUCTION ALONG TAXIWAY "A" DURING PHASE I & II. ALL DROP-OFFS, EXCAVATIONS, TRENCHES, OR OTHER CONDITIONS WITHIN THE SAFETY AREA SHALL BE CONSPICUOUSLY MARKED.</p> <p>4. ALL SAFETY AREAS FOR ACTIVE AIRPORT PAVEMENT WILL BE OFF LIMITS TO CONTRACTOR.</p> <p>5. ENGINEER WILL PROVIDE GATE GUARDS TO ACCESS AND EXIT AIRPORT THROUGH SECURITY GATES.</p> <p>6. CONTRACTOR SHALL PROVIDE FLAGMEN AND SWEEPERS AT EACH ACTIVE PAVEMENT CROSSING.</p> <p>7. CONTRACTOR SHALL COMPLETE ALL BATCH PLANT PERMIT REQUIREMENTS PRIOR TO INSTALLATION OF CONCRETE PLANT, INCLUDING BUT NOT LIMITED TO THE FAA 7460.</p> <p>8. BATCH PLANT WILL BE BELOW THE PART 77 SURFACE OF RUNWAY 4/22 AND RUNWAY 11/29. LOCATION WILL BE VERIFIED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR FINAL APPROVAL.</p> <p>9. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING ROADWAYS, TAXIWAYS, AIRCRAFT RAMP, UTILITIES, OR AREAS ADJACENT TO CONSTRUCTION ACTIVITY OR THE HAUL ROUTE AND WILL REPAIR ANY DAMAGE AT THE DIRECTION OF THE ENGINEER AND AT NO COST TO THE SPONSOR.</p> <p>10. LIQUIDATED DAMAGES IMPOSED UPON THE CONTRACTOR FOR FAILURE TO COMPLETE PHASE I AND II WITHIN THE SPECIFIED CALENDAR DAYS WILL BE \$2,500 PER DAY.</p>	<p>PHASE I.A PROJECT LIMITS 15 CALENDAR DAYS (RUN CONCURRENTLY WITH PHASE I.A)</p> <p>PHASE I.B PROJECT LIMITS 30 CALENDAR DAYS</p> <p>PHASE II PROJECT LIMITS 15 CALENDAR DAYS</p> <p>PHASE III PROJECT LIMITS 30 CALENDAR DAYS</p> <p>1 G007 TEMPORARY CONSTRUCTION MARKER</p> <p>FUEL TRUCK/HAUL ROUTE</p> <p>CONSTRUCTION TRUCK/HAUL ROUTE</p> <p>AIRCRAFT ROUTE PER PHASE</p> <p>FLAGMAN / GATE GUARD</p> <p>CONTRACTOR STAGING AREA</p>

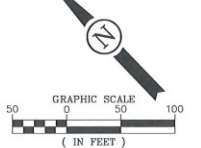
BARRICADE NOTES:

- FLASHERS TO BE BATTERY OPERATED. LENS TO BE RED AND BE ABLE TO ROTATE 90°.
- FACING OF LOW-PROFILE BARRICADE TO BE COVERED WITH REFLECTIVE MATERIAL.
- LOW-PROFILE BARRICADES TO BE PLACED WITH 10' INTERVALS ALONG OPERATIONAL PAVEMENT, ADJACENT TO CONSTRUCTION, AS DIRECTED BY THE ENGINEER.
- FLASHERS SHALL BE SECURED TO THE BARRICADES, AS APPROVED BY AIRPORT OPERATIONS. ALTERNATE FLASHER LENSES SO THAT EVERY OTHER LENS IS ROTATED 90°.
- LOW-PROFILE BARRICADES SHALL BE OF LOW MASS, EASILY COLLAPSIBLE UPON CONTACT WITH AN AIRCRAFT OR ANY OF ITS COMPONENTS, AND WEIGHTED OR STURDILY ATTACHED TO THE SURFACE IF AFFIXED TO THE SURFACE. THE BARRICADE MUST BE FRANGIBLE AT GRADE LEVEL OR LOW AS POSSIBLE, BUT NOT TO EXCEED 3 INCHES ABOVE THE GROUND. THE CONTRACTOR IS TO REPAIR ANY SURFACE DAMAGE IF BARRICADE IS AFFIXED TO THE SURFACE.
- THE CONTRACTOR SHALL MAINTAIN ALL BARRICADES AT ALL TIMES. CONTRACTOR SHALL ALSO PROVIDE THE AIRPORT SPARE BATTERIES AND LIGHTBULBS FOR EMERGENCY BACK-UP.



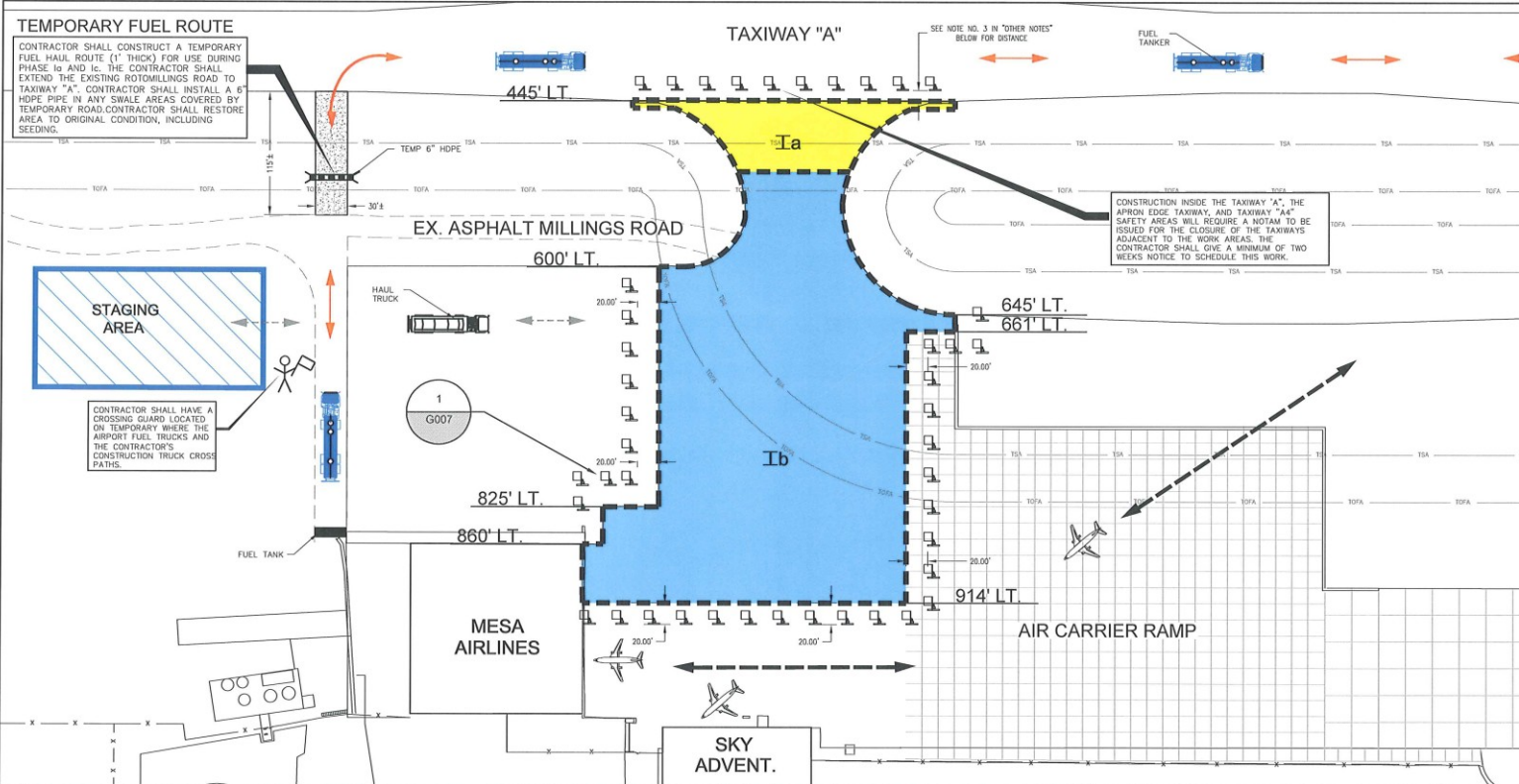
FLASHER BARRICADE DETAIL

NOTES:
 1. FLASHER BARRICADES WILL BE REQUIRED ALONG THE EDGE OF ANY VERTICAL DROP-OFF GREATER THAN 12" AIRPORT OPERATIONS WILL ISSUE NOTAM TO ADVISE AIRCRAFT OF THIS CONDITION.



AIRPORT SAFETY AREAS

- RSA — EXISTING RUNWAY 11/29 SAFETY AREA
- TSA — EXISTING TAXIWAY "A" SAFETY AREA
- TOFA — EXISTING TAXIWAY "A" OBJECT FREE AREA
- ROFA — EXISTING RUNWAY 11/29 OBJECT FREE AREA



GRAND JUNCTION
REGIONAL AIRPORT
GRAND JUNCTION
COLORADO



RECONSTRUCT
RAMP
PHASE II (ASR)

ISSUED FOR REVIEW
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BIDDING OR PERMIT PURPOSES.
THEY WERE PREPARED BY OR
UNDER THE SUPERVISION OF:

JASON R. VIRZI
39418 NAME 12/09/09
REG. NO. DATE
FOR AND ON BEHALF OF JVIAATION, INC.

ISSUE RECORD

NO	BY	DATE	DESCRIPTION
1	JRV	12/09/09	ISSUED FOR REVIEW

CONSTRUCTION PHASING NOTES			
SCHEDULE	MAJOR WORK TO BE COMPLETED	AIRPORT OPERATIONAL NOTES	OTHER NOTES
PHASE I a 15 CONSECUTIVE CALENDAR DAYS NIGHT WORK 8:00 PM TO 6:30 AM ACCESS ONLY CONCURRENTLY WITH I b	- EXISTING CONCRETE PAVEMENT REMOVAL - NEW UNDERDRAIN INSTALLATION - NEW CONCRETE PAVEMENT SECTION INSTALLATION - PAVEMENT MARKING	1. TAXIWAY "A" TO REMAIN OPEN 6:30 A.M. TO 6:00 P.M. AND CLOSED 6:00 P.M. TO 6:30 A.M. DURING PHASE I a CONSTRUCTION. 2. NOTAM FOR TAXIWAY "A" REGARDING CLOSURE TIMES, CONSTRUCTION ACTIVITIES AND DROP-OFFS IN SAFETY AREA FOR THE QUANTUM OF PHASE I a. 3. CONSTRUCTION MARKERS AND PERIMETER SECURITY SHALL BE INSTALLED PER PHASING PLANS AND AS REQUIRED BY AC 5370-2E OR AS DIRECTED BY ENGINEER. 4. ALL OBJECT FREE AREA LIMITS WITHIN ACTIVE AIRPORT PAVEMENT SHALL BE KEPT FREE OF EQUIPMENT STORAGE OR MATERIAL STOCKPILES. 5. SLEEPERS SHALL BE AVAILABLE AT ALL TIMES TO CLEAN FOREIGN OBJECT DEBRIS (FOD) FROM THE FUEL AND HAUL ROUTES OR AREAS ADJACENT TO CONSTRUCTION ACTIVITY. CONTRACTOR SHALL CONSTANTLY MONITOR AIRCRAFT MOVEMENT AREAS FOR FOD AND IMMEDIATELY REMOVE ALL DEBRIS. 6. WHEN TOWER IS OPEN MONITOR 121.7 MHZ. WHEN TOWER IS CLOSED MONITOR 118.1 MHZ. 7. ACCESS TO MESA AIRLINES AND SKY ADVENTURES HANGARS SHALL BE MAINTAINED AT ALL TIMES.	1. CONTRACTOR SHALL COORDINATE WITH THE AIRPORT AND THE ENGINEER TO DESIGNATE A HAUL ROUTE FROM THE BATCH PLANT AND STAGING AREA TO THE PROJECT SITE. 2. AT ALL TIMES CONTRACTOR SHALL USE RIGHT-OF-WAY TO AIRCRAFT AND FUEL TRUCKS WHEN CROSSING ACTIVE AIRPORT AREAS. 3. CONTRACTOR SHALL PLACE TEMPORARY CONSTRUCTION MARKERS 1 FOOT FROM THE EDGE OF CONSTRUCTION ALONG TAXIWAY "A" DURING PHASE I a. ALL DROP-OFFS, EXCAVATIONS, TRUCKS, OR OTHER CONDITIONS WITHIN THE SAFETY AREA SHALL BE CONSPICUOUSLY MARKED. 4. ALL SAFETY AREAS FOR ACTIVE AIRPORT PAVEMENT WILL BE OFF LIMITS TO CONTRACTOR. 5. ENGINEER WILL PROVIDE GATE GUARDS TO ACCESS AND EXIT AIRPORT THROUGH SECURITY GATES. 6. CONTRACTOR SHALL PROVIDE FLASHMEN AND SWEEPERS AT EACH ACTIVE PAVEMENT CROSSING. 7. CONTRACTOR SHALL COMPLETE ALL BATCH PLANT PERMIT REQUIREMENTS PRIOR TO INSTALLATION OF CONCRETE PLANT, INCLUDING BUT NOT LIMITED TO THE FAA 7460. 8. BATCH PLANT WILL BE BELOW THE PART 77 SURFACE OF RUNWAY 4/22 AND RUNWAY 11/29. LOCATION WILL BE VERIFIED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR FINAL APPROVAL. 9. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING ROADWAYS, TAXIWAYS, AIRCRAFT WING, GATES, OR AREAS ADJACENT TO CONSTRUCTION ACTIVITY OR THE HAUL ROUTE AND WILL REPAIR ANY DAMAGE AT THE DIRECTION OF THE ENGINEER AND AT NO COST TO THE SPONSOR. 10. LIQUIDATED DAMAGES IMPOSED UPON THE CONTRACTOR FOR FAILURE TO COMPLETE PHASE I a AND I b WITHIN THE SPECIFIED CALENDAR DAYS WILL BE \$2,500 PER DAY.
PHASE I b 30 CALENDAR DAYS 24-HOUR ACCESS	- EXISTING CONCRETE PAVEMENT REMOVAL - NEW CONCRETE PAVEMENT SECTION INSTALLATION - PAVEMENT MARKING	(Continued from Phase I a)	(Continued from Phase I a)
TOTAL CALENDAR DAYS TO COMPLETE PHASE I a AND I b 30 CALENDAR DAYS			

NOTES:
 1. ALL STATION AND OFFSET CALLOUTS ARE BASED UPON RUNWAY 11/29 CENTERLINE.
 2. DURING NIGHT TIME HAULING OPERATIONS, CONTRACTOR SHALL LIGHT ALL PORTIONS OF THE HAUL ROUTE WHICH CROSS ANY ACTIVE PAVEMENTS. LIGHTS SHALL BE PLACED TO THE APPROVAL OF THE ENGINEER.

CONSTRUCTION PHASING LEGEND

- PHASE I a PROJECT LIMITS 15 CALENDAR DAYS
- PHASE I b PROJECT LIMITS 30 CALENDAR DAYS
- AIRCRAFT ROUTE PER PHASE
- FUEL TRUCK/HAUL ROUTE
- CONSTRUCTION TRUCK/HAUL ROUTE
- EXISTING RUNWAY 11/29 SAFETY AREA
- EXISTING TAXIWAY "A" SAFETY AREA
- EXISTING TAXIWAY "A" OBJECT FREE AREA
- EXISTING RUNWAY 11/29 OBJECT FREE AREA

FLASHMEN / GATE GUARD
 CONTRACTOR STAGING AREA
 TEMPORARY CONSTRUCTION MARKER
 1 G007

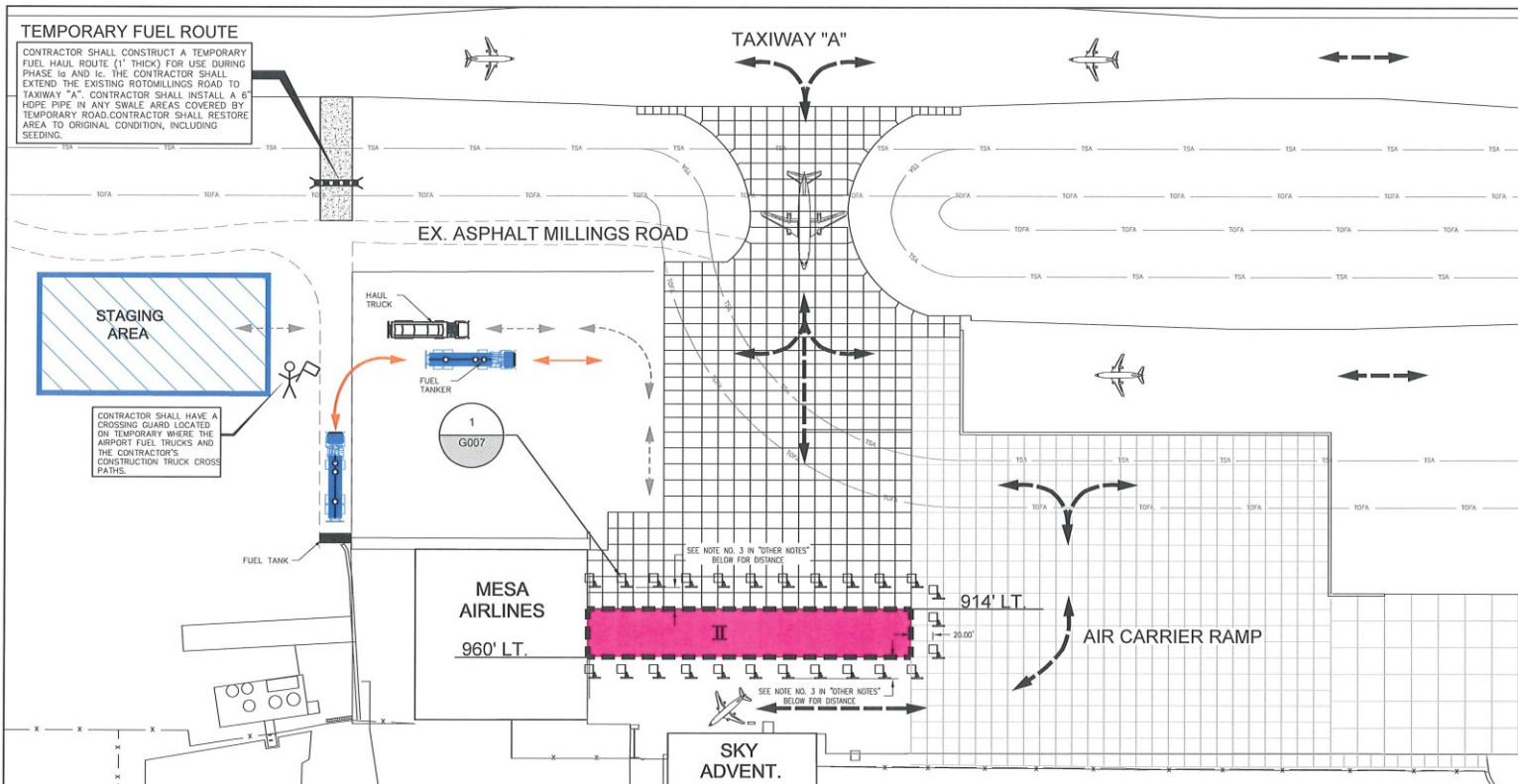
GRAPHIC SCALE
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 (IN FEET)

AIP PROJECT NUMBER:
3-08-0027-42
 JVIATION PROJ. NUMBER: DATE:
 GJTAIP-42-APR 12/09/09
 DESIGNED: DRAWN: CHECKED: APPROVED:
 DML SAN CLG JRV

PHASING LAYOUT PLAN
PHASE (Ia-Ib)

G008
SHEET 8 OF 29

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TEMPORARY FUEL ROUTE
 CONTRACTOR SHALL CONSTRUCT A TEMPORARY FUEL HAUL ROUTE (1" THICK) FOR USE DURING PHASE I AND IIC. THE CONTRACTOR SHALL EXTEND THE EXISTING ROTOMILLINGS ROAD TO TAXIWAY "A". CONTRACTOR SHALL INSTALL A 6" HOPE PIPE IN ANY SWALE AREAS COVERED BY TEMPORARY ROAD. CONTRACTOR SHALL RESTORE AREA TO ORIGINAL CONDITION, INCLUDING SEEDING.

STAGING AREA
 CONTRACTOR SHALL HAVE A CROSSING GUARD LOCATED ON TEMPORARY WHERE THE AIRPORT FUEL TRUCKS AND THE CONTRACTOR'S CONSTRUCTION TRUCK CROSS PATHS.

MESA AIRLINES
 960' LT.

SKY ADVENT.
 914' LT.



RECONSTRUCT RAMP PHASE II (ASR)

ISSUED FOR REVIEW
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JASON R. VIRZI
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1	JRV	12/09/09	ISSUED FOR REVIEW

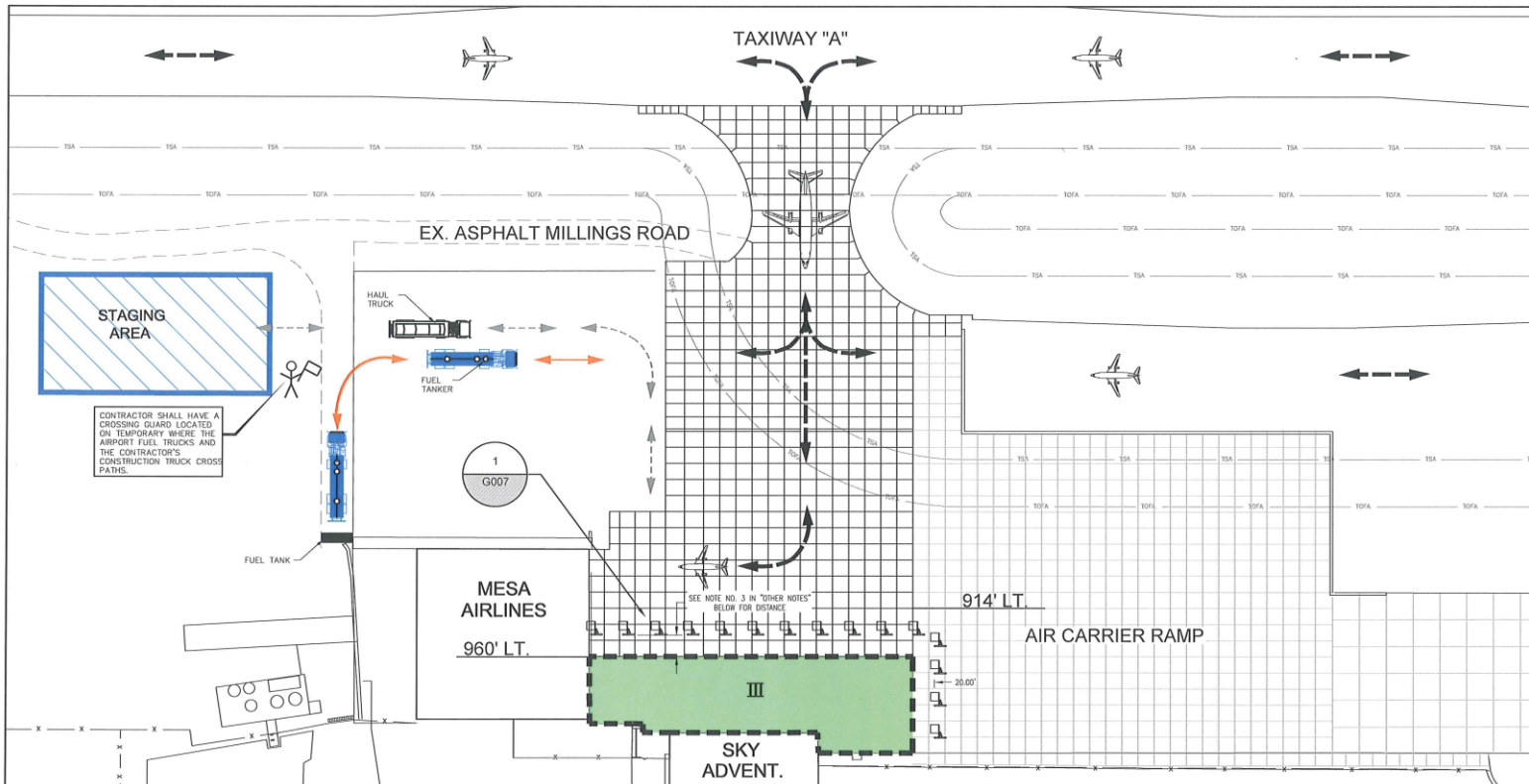
SCHEDULE		CONSTRUCTION PHASING NOTES	
PHASE II 15 CALENDAR DAYS 24-HOUR ACCESS - EXISTING CONCRETE PAVEMENT REMOVAL - NEW CONCRETE PAVEMENT SECTION INSTALLATION - PAVEMENT MARKING	MAJOR WORK TO BE COMPLETED	AIRPORT OPERATIONAL NOTES <ol style="list-style-type: none"> CONSTRUCTION MARKERS AND PERIMETER SECURITY SHALL BE INSTALLED PER PAVING PLANS AND AS REQUIRED BY AC 3370-2E OR AS DIRECTED BY ENGINEER. ALL OBJECT FREE AREA LIMITS WITHIN ACTIVE AIRPORT PAVEMENT SHALL BE KEPT FREE OF EQUIPMENT STORAGE OR MATERIAL STOCKPILES. SWEEPERS SHALL BE AVAILABLE AT ALL TIMES TO CLEAN FOREIGN OBJECT DEBRIS (FOD) FROM HAUL ROUTE OR AREAS ADJACENT TO CONSTRUCTION ACTIVITY. CONTRACTOR SHALL CONSCIOUSLY MONITOR AIRCRAFT MOVEMENT AREAS FOR FOD AND IMMEDIATELY REMOVE ALL DEBRIS. WHEN TOWER IS OPEN MONITOR 121.7 MHZ. WHEN TOWER IS CLOSED MONITOR 118.1 MHZ. ACCESS TO THE SKY ADVENT HANGAR SHALL BE MAINTAINED AT ALL TIMES. 	OTHER NOTES <ol style="list-style-type: none"> CONTRACTOR SHALL COORDINATE WITH THE AIRPORT AND THE ENGINEER TO DESIGNATE A HAUL ROUTE FROM THE BATCH PLANT AND STAGING AREA TO THE PROJECT SITE. AT ALL TIMES CONTRACTOR SHALL USE RIGHT-OF-WAY TO AIRCRAFT AND FUEL TRUCKS WHEN CROSSING ACTIVE AIRPORT AREAS. CONTRACTOR SHALL PLACE TEMPORARY CONSTRUCTION MARKERS 1 FOOT FROM THE EDGE OF CONSTRUCTION ALONG TAXIWAY "A" DURING PHASE II. ALL DROP-OFFS, EXCAVATIONS, TRENCHES, OR OTHER CONDITIONS WITHIN THE SAFETY AREA SHALL BE CONSPICUOUSLY MARKED. ALL SAFETY AREAS FOR ACTIVE AIRPORT PAVEMENT WILL BE OFF LIMITS TO CONTRACTOR. ENGINEER WILL PROVIDE GATE GUARDS TO ACCESS AND EXIT AIRPORT THROUGH SECURITY GATES. CONTRACTOR SHALL PROVIDE FLAGMEN AND SWEEPERS AT EACH ACTIVE PAVEMENT CROSSING. CONTRACTOR SHALL COMPLETE ALL BATCH PLANT PERMIT REQUIREMENTS PRIOR TO INSTALLATION OF CONCRETE PLANT, INCLUDING BUT NOT LIMITED TO THE FAA 7460. BATCH PLANT WILL BE BELOW THE PART 77 SURFACE OF RUNWAY 4/22 AND RUNWAY 11/29. LOCATION WILL BE IDENTIFIED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR FINAL APPROVAL. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING ROADWAYS, TOWN'S, AIRCRAFT WIND UTILITIES, OR AREAS ADJACENT TO CONSTRUCTION ACTIVITY FOR THE HAUL ROUTE AND WILL REPAIR ANY DAMAGE AT THE DIRECTION OF THE ENGINEER AND AT NO COST TO THE SPONSOR. LIQUIDATED DAMAGES IMPOSED UPON THE CONTRACTOR FOR FAILURE TO COMPLETE PHASE II AND II WITHIN THE SPECIFIED CALENDAR DAYS WILL BE \$2,500 PER DAY.
CONSTRUCTION PHASING LEGEND		NOTES: <ol style="list-style-type: none"> ALL STATION AND OFFSET CALLOUTS ARE BASED UPON RUNWAY 11/29 CENTERLINE. DURING NIGHT TIME HAULING OPERATIONS, CONTRACTOR SHALL LIGHT ALL PORTIONS OF THE HAUL ROUTE WHICH CROSS ANY ACTIVE PAVEMENTS. LIGHTS SHALL BE PLACED TO THE APPROVAL OF THE ENGINEER. 	

AIP PROJECT NUMBER:
3-08-0027-42
 JVIATION PROJ. NUMBER: [DATE]
GJTAIP-42-APR 12/09/09

DESIGNED: [] DRAWN: [] CHECKED: [] APPROVED: []
 DWL SAN CLG JRV

PHASING LAYOUT PLAN PHASE II

G009
 SHEET 9 OF 29



GRAND JUNCTION REGIONAL AIRPORT
 GRAND JUNCTION
 COLORADO

JVIATION
 ENGINEERING & PLANNING

RECONSTRUCT RAMP PHASE II (ASR)

ISSUED FOR REVIEW
 THESE DRAWINGS ARE FOR DESIGN REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:
 JASON R. VIRZI
 NAME 12/09/09
 REG. NO. DATE
 FOR AND ON BEHALF OF JVIATION, INC.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
1	JRV	12/09/09	ISSUED FOR REVIEW

CONSTRUCTION PHASING NOTES			
SCHEDULE	MAJOR WORK TO BE COMPLETED	AIRPORT OPERATIONAL NOTES	OTHER NOTES
PHASE III 30 CALENDAR DAYS 24-HOUR ACCESS	<ul style="list-style-type: none"> EXISTING CONCRETE PAVEMENT REMOVAL NEW UNDERDRAIN INSTALLATION NEW CONCRETE PAVEMENT SECTION INSTALLATION CAST-IN-PLACE TRENCH DRAIN CONSTRUCTION DRAINLINE INSTALLATION CONNECT TO EXISTING STORM SEWER PAVEMENT MARKING 	<ol style="list-style-type: none"> CONSTRUCTION MARKERS AND PERIMETER SECURITY SHALL BE INSTALLED PER PHASING PLANS AND AS REQUIRED BY AC 5370-2E OR AS DIRECTED BY ENGINEER. ALL OBJECT FREE AREA LIMITS WITHIN ACTIVE AIRPORT PAVEMENT SHALL BE KEPT FREE OF EQUIPMENT STORAGE OR MATERIAL STOCKPILES. SWEEPERS SHALL BE AVAILABLE AT ALL TIMES TO CLEAN FOREIGN OBJECT DEBRIS (FOD) FROM HAUL ROUTE OR AREAS ADJACENT TO CONSTRUCTION ACTIVITY. CONTRACTOR SHALL CONSECUTIVELY MONITOR AIRCRAFT MOVEMENT AREAS FOR FOD AND IMMEDIATELY REMOVE ALL DEBRIS. WHEN TOWER IS OPEN MONITOR 121.7 MHZ. WHEN TOWER IS CLOSED MONITOR 118.1 MHZ. ACCESS TO THE MESA AIRLINES HANGAR SHALL BE MAINTAINED AT ALL TIMES. 	<ol style="list-style-type: none"> CONTRACTOR SHALL COORDINATE WITH THE AIRPORT AND THE ENGINEER TO DESIGNATE A HAUL ROUTE FROM THE BATCH PLANT AND STAGING AREA TO THE PROJECT SITE. AT ALL TIMES CONTRACTOR SHALL MAINTAIN ONE RIGHT-OF-WAY TO AIRCRAFT AND FUEL TRUCKS WHEN CROSSING ACTIVE AIRPORT AREAS. CONTRACTOR SHALL PLACE TEMPORARY CONSTRUCTION MARKERS 1 FOOT FROM THE EDGE OF CONSTRUCTION ALONG TAXIWAY "A" DURING PHASE I & II. ALL DROP-OFFS, EXCAVATIONS, TRENCHES, OR OTHER CONDITIONS WITHIN THE SAFETY AREA SHALL BE CONSPICUOUSLY MARKED. ALL SAFETY AREAS FOR ACTIVE AIRPORT PAVEMENT WILL BE OFF LIMITS TO CONSTRUCTION. CONTRACTOR SHALL PROVIDE GATE GUARDS TO ACCESS AND EXIT AIRPORT THROUGH SECURITY GATES. CONTRACTOR SHALL PROVIDE FLAGMEN AND SWEEPERS AT EACH ACTIVE PAVEMENT CROSSING. CONTRACTOR SHALL COMPLETE ALL BATCH PLANT PERMIT REQUIREMENTS PRIOR TO INSTALLATION OF CONCRETE PLANT, INCLUDING BUT NOT LIMITED TO THE FAA 7480. BATCH PLANT WILL BE BELOW THE PART 77 SURFACE OF RUNWAY 4/22 AND RUNWAY 11/29. LOCATION WILL BE VERIFIED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR FINAL APPROVAL. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING ROADWAYS, TRAINING AIRCRAFT RAMP VEHICLES, OR AREAS ADJACENT TO CONSTRUCTION ACTIVITY OR THE HAUL ROUTE, AND WILL REPAIR ANY DAMAGE AT THE DIRECTION OF THE ENGINEER AND AT NO COST TO THE SPONSOR. LIQUIDATED DAMAGES IMPOSED UPON THE CONTRACTOR FOR FAILURE TO COMPLETE PHASE II AND III WITHIN THE SPECIFIED CALENDAR DAYS WILL BE \$2,500 PER DAY.

NOTES:

- ALL STATION AND OFFSET CALLOUTS ARE BASED UPON RUNWAY 11/29 CENTERLINE.
- DURING NIGHT TIME HAULING OPERATIONS, CONTRACTOR SHALL LIGHT ALL PORTIONS OF THE HAUL ROUTE WHICH CROSS ANY ACTIVE PAVEMENTS. LIGHTS SHALL BE PLACED TO THE APPROVAL OF THE ENGINEER.

CONSTRUCTION PHASING LEGEND

- PHASE II PROJECT LIMITS 30 CALENDAR DAYS
- FLAGMAN / GATE GUARD
- CONTRACTOR STAGING AREA
- TEMPORARY CONSTRUCTION MARKER
- FUEL TRUCK/HAUL ROUTE
- CONSTRUCTION TRUCK/HAUL ROUTE
- EXISTING RUNWAY 11/29 SAFETY AREA
- EXISTING TAXIWAY "A" SAFETY AREA
- EXISTING TAXIWAY "A" OBJECT FREE AREA
- EXISTING RUNWAY 11/29 OBJECT FREE AREA

GRAPHIC SCALE
 0 50 100
 (IN FEET)

AP PROJECT NUMBER: 3-08-0027-42
 JVIATION PROJ. NUMBER: DATE: GJTAIP-42-APR 12/09/09
 DESIGNED: DRAWN: CHECKED: APPROVED: DML SAN CLG JRV

PHASING LAYOUT PLAN PHASE III

G010
 SHEET 10 OF 29

11/29/2009 10:53:03 AM C:\Users\jrvirzi\Documents\GJTAIP-42-APR\PHASING LAYOUT PLAN PHASE III.dwg 42-0000-0000.dwg

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer: February 10, 2010
Airport: Grand Junction Regional
Project Number: 3-08-0027-42
Contract Number: DOT-FA10NM-10XX
DUNS #: 156135394

To: City of Grand Junction, the County of Mesa and the Grand Junction Regional Airport Authority, Colorado (herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated October 22, 2009 for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Rehabilitate Air Carrier Ramp (Phase I),

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95.00 per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$946,631. For the purpose of any future grant amendments, which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$-0- for planning
\$946,631 for airport development.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before March 15, 2010, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or

other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons, who may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects," dated March 21, 2007, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;

- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. Inspection Schedule.

(1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.

(2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. Information Retrieval. An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. Reference. Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

13. The Sponsor agrees to perform the following:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

- (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

- (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
 - (4) Qualifications of engineering supervision and construction inspection personnel.
 - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
14. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
15. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c. may be increased by not more than 15 percent for land projects.

16. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
17. It is understood and agreed by and between the parties hereto that the STANDARD DOT TITLE VI ASSURANCES executed by the Sponsor is hereby incorporated herein and made a part hereof by reference.
18. The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the Grand Junction Regional Airport Authority and the City of Grand Junction entered into between the parties on September 23, 2009. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
19. The sponsor agrees to monitor progress on the work to be accomplished by this grant. For consultant services, the Sponsor agrees to make payment only for work that has been satisfactorily completed. It is understood by and between the parties hereto that the approximate value of the final project documentation is ten percent (10%) of the total value of the engineering services contract, and that amount will not be paid to the Engineer until acceptable final project documentation is provided.
20. This Phase I grant is intended to be the first phase of a two-phase project. The bidding of the entire project will be completed with sufficient time to properly apply for a Phase II grant prior to August 15, 2010. The Phase II grant funding will be the difference in funding necessary for Federal share of the entire project less the Phase I funding, subject to available Sponsor entitlements and/or the announcement of discretionary funds. The FAA makes no commitment of funding beyond the Sponsor's available entitlements pursuant to law. If the project does not receive acceptable bids, or sufficient funding is unavailable, the FAA has the option to close this grant and recover the funds.
21. **TRAFFICKING IN PERSONS:**
 - a. Provisions applicable to a recipient that is a private entity.**
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49, U.S.C., Subtitle VII, Part B, as amended constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Acting Manager, Denver Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 20__.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

(Signature Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Representative)

Attest: _____

(Typed Title of Sponsor's Designated Official Representative)

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this ____ day of _____, 20__.

Signature of Sponsor's Attorney

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 20__.

COUNTY OF MESA, COLORADO

(SEAL)

(Signature Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Representative)

Attest: _____

(Typed Title of Sponsor's Designated Official Representative)

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 20__.

Signature of Sponsor's Attorney

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 20__.

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY, COLORADO**

(SEAL)

(Signature Sponsor's Designated Official Representative)

By: _____
(Typed Name of Sponsor's Designated Representative)

Attest: _____

(Typed Title of Sponsor's Designated Official Representative)

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 20__.

Signature of Sponsor's Attorney

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2010, by and between the Grand Junction Regional Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado ("Airport").

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-42 ("Project").

D. The FAA is willing to provide approximately \$946,631.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
 - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and
 - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Project contemplated by the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the

City is not a co-owner, agent, partner, joint venturer, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By _____
Denny Granum, Chairman

CITY OF GRAND JUNCTION

By _____
City Manager



Date: Feb. 1, 2010
 Author: Allison Sarmo
 Title/ Phone Ext: Cultural Arts
 Coordinator #3865
 Proposed Schedule: March 1, 2010
 2nd Reading (if applicable):
n/a

CITY COUNCIL AGENDA ITEM

Attach 6

Funding Recommendations for Arts and Cultural Events and Projects and Presentation of Annual Report for 2009

Subject: Commission on Arts and Culture’s Grant Recommendations Supporting Arts and Cultural Events and Projects, and Presentation of the Commission’s Annual Report to the City Council for 2009
File # (if applicable):
Presenters Name & Title: Rob Schoeber, Parks and Recreation Director, Allison Sarmo, Cultural Arts Coordinator, and Kat Rhein, Commission on Arts and Culture Chair

Executive Summary:

The Commission on Arts and Culture annually makes recommendations for grant awards to local non-profit organizations to support arts and cultural events, projects, and programs in Grand Junction, which are expected to reach an audience of over 250,000 citizens and visitors and help promote employment, education, exhibit, and sales opportunities for many artists, musicians, and non-profit sector employees in the community. The Commission also presents the annual State of the Arts report for 2009.

How this item relates to the draft Comprehensive Plan Goals and Policies:

The aim of the grant program this year is in large part about local economic stimulus and employment stabilization in the arts and cultural community. These program goals and many of the recommended grants relate directly to the City’s Comp Plan:

Goal 4: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

This year one of the main goals of the grant program is to be a mini-stimulus program – to create or preserve jobs for artists in all creative fields and/or those working for non-profit arts and cultural organizations. A strong and stable cultural community and creative economy enhances the city’s and downtown’s attraction to residents and tourists alike.

Over 40% of Commission funding recommendations would go to support downtown arts activities – The Art & Jazz Festival, the Legends Historic Sculpture Project, the new Poetry in the Streets Project, the Library’s Culture Fest, Artspace Open Studios Tours, and five concerts at the Avalon Theater, all of which will continue to strengthen downtown as the heart of the arts in the Grand Valley!

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

The grants also focus on building a broad and diverse audience base for the arts (through arts education, programs for youth, etc.), encouraging new events or the expansion of existing events, supporting quality projects, and encouraging activities with broad community benefit, or which benefit specific underserved populations. The Commission’s grant program strives to increase the artistic, management, and marketing capabilities of local arts organizations.

Projects like the Legends of the Grand Valley sculpture and the Art & Jazz Festival – which like Legends helps support Art on the Corner – are vital to enhancing the visual appeal of the urban landscape.

Action Requested/Recommendation:

Approve the recommendations from the Commission on Arts and Culture for grants to help with the following cultural events and arts projects:

Grand Junction Downtown Partnership Art & Jazz Festival	\$4,000
Grand Junction Symphony Children’s Concert	\$4,000
KAFM Community Radio “Arts & Entertainment Calendar”	\$4,000
Museum of Western Colorado Two Rivers Chautauqua Festival	\$3,000
Rocky Mountain PBS KRMJ-TV “Western Bounty” arts segments	\$3,000
Artspace Spring and Fall Open Studios Tours	\$2,000
Grand Junction Centennial Band concert music purchases	\$2,000
High Desert Opera “The Sound of Music”	\$2,000
Legends of the Grand Valley Sister Mary Balbino Sculpture	\$2,000
Mesa County Public Libraries Culture Fest	\$2,000
Riverside Education Center After School Art Classes	\$2,000
Western Colorado Writers Center Poetry in the Streets Projects	\$1,900
Grand Valley Art Students League Start-up	\$1,700
Aspen Dance Connection Grand Junction Dance Showcase	\$1,500
Super Rad Art Jam	\$1,500
Western Colorado Center for the Arts Artability Art Education	\$1,500
Western Colorado Watercolor Society National Juried Exhibit	\$1,500
Bookcliff Harmony Barbershop Chorus Youth in Harmony Project	\$1,200
Messiah Choral Society “Messiah” Concert	\$1,000
Western Colorado Chorale South American Choral Music Concert	\$1,000
Pastel Society of Colorado International Juried Exhibit	\$500
Total Support	\$43,300

Board or Committee Recommendation:

These recommendations are from the Grand Junction Commission on Arts and Culture, after careful review of the applications and presentations to the Commission by the applicant organizations. The annual State of the Arts report is a requirement of the original 1990 resolution which created the Commission.

Background, Analysis and Options:

The Arts Commission's annual granting program has been in place since 1992 and was instituted in lieu of the Arts Commission producing its own cultural events, and also as a way to increase and develop high quality cultural projects and arts activities for residents and tourists, support local non-profit cultural organizations and those working in creative industries, and nurture the arts in the Grand Junction area.

According to the organizations' estimates, it is expected that the grants this year will provide employment and sales opportunities for about 550 artists and creative sector workers. Some of the organizations which will pay the largest number of artists, musicians, performers, designers, and staff include the Art & Jazz Festival, the GJ Symphony, High Desert Opera, Aspen Dance, and the Museum's Chautauqua Festival.

The organizations expect to leverage another \$130,000 in donations and contributions from sources other than the City, and about \$80,000 in earned income for their projects.

Financial Impact/Budget: Amount in Commission budget: \$43,300, which includes \$35,000 in City funds and \$8,300 from the Colorado Council on the Arts.

Legal issues:

A brief contract is always executed with each organization receiving funds to hold the City harmless, ensure that the City's only obligation is their financial support not helping accomplish the event or project, and requiring that credit be given for the City's support.

Other issues:

None.

Previously presented or discussed:

Attachments:

Commission on Arts and Culture Annual Report for 2009

State of the Arts

Grand Junction Commission on Arts & Culture 2009 Annual Report to the City Council

Grand Junction
Commission on
Arts & Culture
1340 Gunnison
Grand Junction,
CO 81501
P: (970) 254-3865
F: (970) 242-1637
allisons@gjcity.org
www.gjarts.org
www.gjcity.org

COMMISSION
MEMBERS:
Kat Rhein, Chair
Don Meyers, Vice-Chair
Melonie Buchanan
Dr. Gisela Flanigan
Jeanine Howe
Jeanne Killgore
Lancer Livermont
Pam McLaughlin
Vera Mulder
Lora Quesenberry
Tanya Smith
Allison Sarmo, Cultural
Arts Coordinator

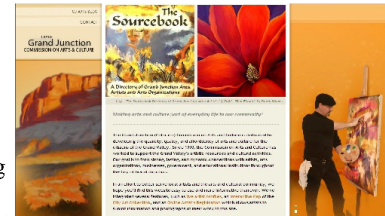
Another Milestone Year...

► *The National Recreation & Park Association's Midwest Regional Arts & Humanities Award* was presented to the Commission on Arts and Culture in 2009 in recognition of the Commission's innovative grant program, which helps fund local arts and cultural events, education, and projects. As part of the city's Parks and Recreation Department, the Arts Commission provides vital support for the city's high quality of life, the arts and cultural community and the goals of the City's Comprehensive Plan.

► During 2009 the Commission awarded

\$46,500 to 23 arts and cultural organizations through the grant program, supporting a wide range of arts activities and reaching the largest estimated audience ever— about a quarter of a million people (see the list on page 2).

► Last summer the Commission launched its redesigned and vastly improved website gjarts.org, to better showcase local artists and arts organizations, the City's excellent civic art collection, and other Commission projects.



The Commission's gjarts.org website, designed by Monument Graphics

► During the year four new public art projects that the Commission either assisted with or directly commissioned were completed.

► The Commission featured artwork by 50 local artists at City Hall, and played a part in reviving First Fridays art openings throughout Grand Junction every month.

Public Art Projects Around Grand Junction in 2009

Making arts and culture part of everyday life in our community since 1990!



"Aspen Trees" by Reven Swanson at 5th Street & Riverside Parkway (1% for Art)



"The Gate Keepers" by Harlan Mosher at 24 Road and I-70 roundabouts (City Public Works project with Arts Commission collaboration)

(See the Legends sculpture on page 2)



"Local Motion" by William Mueller at Grand Valley Transit's new Bus Transfer Station (GVT 1% for Art project which the Arts Commission coordinated)

Commission Grants Animate Community Arts Activities

The local arts and cultural community received \$46,500 in financial support from the City, Commission on Arts and Culture, and the Colorado Council on the Arts in 2009.

Donations went to 23 non-profit cultural organizations to help underwrite all types of local arts and cultural events and projects ranging from festivals to art exhibits to concerts to art education, which will reach a wide variety of interests and ages.

The highest award funded a large mural by Denver artist Tony Ortega and students at the

Dual Immersion Academy.

Underwriting for KAFM Community Radio's "Arts & Entertainment Calendar" and Rocky Mountain PBS KRMJ's "Western Bounty" arts segments promoted countless community cultural activities and many local artists.

With a generous contribution from the Colorado Council on the Arts in addition to City money, the Commission was able to fully fund the top eight ranked requests, including those listed above plus:

- Grand Junction Symphony's Classical Mystery Tour Concert
- Artspace's Open Studios Tours
- the Art & Jazz Festival
- Mesa County Public Library's "One Book, One Mesa County"

- "Acts of Brevity" by Two Chairs Theater Company

The Commission likes to encourage new cultural activities so several awards went to help underwrite first year or second year projects:

- Hilltop Community Resources' Opportunity School art classes

- Legends Historic Sculpture of William Moyer

- West. CO Chorale African concert

Numerous grants helped finance performing arts events and projects, including:

- Museum of Western Colorado's Two Rivers Chautauqua Festival
- High Desert Opera's "Man of La Mancha" production
- Grand Junction Centennial Band
- Bookcliff Barbershop Harmony Chorus "Youth in Harmony"
- Messiah Choral Society concert
- Western Slope Concert Series
- Sweetwater Shakespeare Company
- Graham Celtic Productions music

Other beneficiaries were:

- The Art Center's Summer Art Camp
- Western Colorado Watercolor Society's National Invitational Exhibit
- The Reader's Festival
- Super Rad Art Jam

In addition to their grant requests, these organizations leveraged another \$180,000 in donations from other sources— foundations, businesses, individuals, and other agencies.

The 23 events and projects reached a total audience of about 260,000 people, particularly through the media exposure – KAFM Radio (an estimated 12,000) and KRMJ TV (another estimated 12,000) – the very popular Art & Jazz Festival (an estimated 11,000), and the Legends sculpture which is now part of Art on the Corner's permanent collection (viewed by an estimated 200,000 people annually).



"William Moyer" Legends Historic Sculpture project

City financial support reaches an audience of 60,000 —260,000 people and helps support employment, performing, exhibition, or educational opportunities for 1,500 artists or art students in Grand Junction!



Western Slope Music Series
Celtica Sinfonia Concert

GJArts.org Gets a Professional Redesign

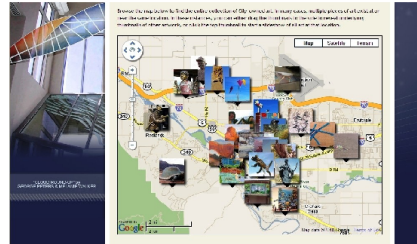
Looking for an artist who can paint a portrait of your pet? Looking for a pottery teacher? Looking for a great rock & roll band? Now you can find information and images of local artists' work not just in *The Sourcebook: A Directory of Grand Junction Area Artists and Arts Organizations*, which the Commission publishes, but also online at gjarts.org.

In an effort to market and promote area artists and local creative industries, Grand Valley artists (visual and performing) and arts businesses have their own page on the site. There's room for much more information than in the printed *Sourcebook*.

Slideshows, an interactive map, and a downloadable brochure highlight facts and photos of the

City's public art collection.

Everything from grant application forms to news and events to economic impact studies to board member profiles make the revamped site much more informative, definitely eye-catching, and user friendly.



City of Grand Junction Civic Art Collection Interactive Map

Commission Projects and Programs

- ▶ Development and implementation of the *Grand Junction Strategic Cultural Plan* and the plan's extensive recommendations
- ▶ Financial support for local arts and cultural events and projects
- ▶ *The Sourcebook: A Directory of Grand Junction Area Artists and Arts Organizations*
- ▶ *Community Cultural Events Calendars*
- ▶ Administration and supervision of the City's **1% for Art** Public Art Program which acquires works of art for City capital projects
- ▶ Rotating art exhibits at City Hall
- ▶ Champion of the Arts Awards
- ▶ *State of the Arts* annual report
- ▶ Development, daily maintenance, and promotion of the Commission's website – gjarts.org
- ▶ *Economic Impact of the Arts in the Grand Valley* reports (compiled every five years)
- ▶ Annual Arts Roundtable meetings of arts and cultural organizations
- ▶ Support, promotion, networking, and training for local artists and organizations
- ▶ A resource and leader for other agencies regarding public art selection and other collaborations and opportunities

2009 Champion of the Arts Awards

St. Mary's Hospital & Medical Center, Pamela Blythe of Blythe Group + Co., and **Krystyn Hartman** and *Grand Valley Magazine* were all recognized by the Commission as Champions of the Arts. Cultural organizations nominate Grand Junction businesses and individuals for these awards to

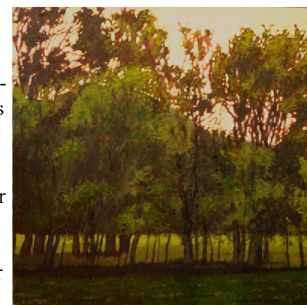
honor generosity, dedication, and support of the arts.

St. Mary's Hospital was nominated by The Art Center for their purchase of \$375,000 in artwork by Colorado artists for the new Century Project.

Pamela Blythe, the designer behind much of St.

Mary's art collection including the Century Project, was also nominated by The Art Center.

Krystyn Hartman and her publication *Grand Valley Magazine* were nominated by Mesa State Art Professor Deborah Snider for her activism and arts promotion.



John Lintott painting "Ouray Pasture" given to St. Mary's Hospital as their award



Grand Junction Commission on Arts and Culture

1340 Gunnison Avenue
Grand Junction, CO 81501
Phone: 970-254-3865
Fax: 970-242-1637
E-mail: allisons@gjcity.org

Making arts and culture part of everyday life in our community!

We're on the web at www.gjarts.org

Grand Junction Strategic Cultural Plan Vision:

“Grand Junction is recognized as a place where people live and visit because arts and culture are a major attraction and an important element to the quality of life of the community.”

The mission of the Commission on Arts and Culture is to create a climate in Grand Junction in which the arts and culture can thrive and grow. The Commission is dedicated to developing and improving the quality, quantity, accessibility, and affordability of arts and culture for Grand Valley citizens.

News from Other Cultural Organizations

The Western Colorado Center for the Arts spent 2009 coordinating a huge project—the solicitation, selection, purchase, and installation of almost \$400,000 in artwork by Colorado artists, most of them local, for the St. Mary’s Hospital Century Project. Over 1,000 work of art were submitted and over 300 were selected. The artwork and the new building were just unveiled at an open house in January.

In addition to their excellent annual art exhibits and their extensive art classes, last September The Art Center exhibited a landmark retrospective of artwork by Dave Davis—local artist, Art on the Corner founder, and former Art Center executive director.

Mesa County Libraries had a record year in 2009:

- check-outs up 25% (1,133,865 total)
- library visits up 27%

- new library cards up 21%
- computer use up 23%
- volunteer hours up 24%

The Museum of Western Colorado received their fourth consecutive reaccreditation from the American Association of Museums, a distinction only 1% of museums in the U.S. earn. But the Museum is facing a substantial reduction in Mesa County funding support for 2010 and the downturn in the economy in 2009 negatively affected both visitation and revenue.

The Museum, like other organizations, is doing more with less and just opened a major new exhibit in December and completed several very necessary facility repairs to some of their aging buildings and did several exhibit upgrades in 2009.

The Western Colorado Botanical Gardens saw visitorship go up in 2009, but like other non-profits, continued to do more with less financially—planted 4,000

new native plant (nearly doubling the plant materials from 2008), plus added lighting to the parking lot and greenhouses. The Downtown Development Authority and Art on the Corner donated “Flutterby”, Terry Burnett’s large, dynamic butterfly sculpture, to the gardens.

The **Grand Junction Symphony** continues to discuss the idea of presenting their concerts at the Avalon Theater with the City and the Downtown Development Authority, and what facility issues and renovations that will entail.

First Friday art openings each month around Grand Junction have been steadily gaining momentum since The Art Center, FrameWorks and other galleries, the Arts Commission, and Planet Wines got together last spring to launch the idea. With shared advertising and joint planning, the monthly art openings have taken off and now include up to a dozen locations.



Date: February 2, 2010
 Author: Mary Lynn Bacus,
Paralegal & Heidi Ham, DDA Exec
Director
 Title/ Phone Ext: 244-1505
 Proposed Schedule: _____
Wednesday, February 17,
2010
 2nd Reading (if applicable):

CITY COUNCIL AGENDA ITEM

Attach 7
Public Hearing—Petition for Exclusion from the
Downtown Grand Junction Business
Improvement District for Property Located at 337
South 1st Street (Pufferbelly Restaurant)

Subject: Petition for Exclusion from the Downtown Grand Junction Business Improvement District for Property Located at 337 South 1 st Street (Pufferbelly Restaurant)
File # (if applicable):
Presenters Name & Title: John Shaver, City Attorney

Executive Summary: On August 4, 2009, Mr. Arvan J. Leany filed a letter and the required deposit to initiate consideration of the exclusion of his property, located at 337 S. 1st Street (Pufferbelly Restaurant) from the Downtown Grand Junction Business Improvement District. On August 17, 2009, the City Council referred the matter to the Downtown Grand Junction Business Improvement District (DGJBID) Board. The DGJBID heard the request on October 22, 2009 and with a tied vote, the motion to grant the request was defeated. The result was taken back to City Council, who remanded the matter back to the DGJBID Board. The DGJBID Board reheard the matter on January 28, 2010 and sent a recommendation for exclusion back to the City Council.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 3: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

The formation of the Downtown Grand Junction Business Improvement District has provided a funding stream to support and market the downtown. Each property owner pays a special assessment which is calculated on their first floor square footage.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Final Publication of Proposed Ordinance.

Board or Committee Recommendation:

The DGJBID Board of Directors re-heard the exclusion request on January 28, 2010 and approved the request. The Board recommends approval of Mr. Leany's request for exclusion.

Background, Analysis and Options:

The Downtown Grand Junction Business Improvement District was formed on August 17, 2005. The ballot question regarding a special assessment for said District was approved on November 1, 2005. The City Council then held a hearing on the assessments on December 7, 2005 and there were no objections voiced at the hearing.

Section 31-25-1220 C.R.S. provides for a process to request exclusion from a business improvement district and requires a deposit to cover the cost of the process. On August 4, 2009, Mr. Arvan Leany, owner of the building and business located at 337 S. 1st Street (Pufferbelly Restaurant) filed a written request for exclusion, along with the required deposit.

The request was brought before City Council for consideration and the City Council referred the matter to the DGJBID Board. The DGJBID Board heard the request on October 22, 2009 and with 6 board members present, the motion was defeated with a tied vote. The result was taken back to City Council, who advised during their November 18, 2009 meeting that the matter be remanded back to the DGJBID Board to re-hear the matter once they had a full board. The DGJBID Board re-heard the request on January 28, 2010 and the request was approved.

The process calls for City Council to review the record of that hearing and make a final decision on the matter.

Financial Impact/Budget:

There is no impact to the 2009 budget of the City. Any costs associated with the exclusion request are to be paid by the Petitioner. This request will decrease the DGJBID budget by \$1,058 per year.

Legal issues: N/A

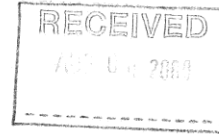
Other issues: N/A

Previously presented or discussed: N/A

Attachments:

- Letter requesting exclusion from the Downtown BID
- Site location map of the property
- Minutes of the DGJBID hearing
- Proposed Ordinance

@EJL 1284.4
@EJL



August 4, 2009

City of Grand Junction

RE: Exclusion from the special taxing district for the Downtown Business Improvement District

To whom that it may concern,

As owner of Pufferbelly Restaurant and the building that it occupies I am writing to be excluded from the development district for the following reasons:

- 1) We are completely out of the traffic flow for any benefit of downtown activities.
- 2) We close at 2 PM and are not open when most of the activities are taking place.
- 3) The sign in front of the convention center mentions downtown shopping only.
- 4) It is not in convenient walking distance of Main Street.
- 5) Instead of being a support for our location it actually takes business away.
- 6) We have paid in every year since its inception and we have received no benefit.

We would appreciate your consideration to help us with this matter.

Sincerely,

Arvan Jeffrey Leany, Owner
337 S. 1st Street
Grand Junction, CO 81501
970-242-1600
970-261-3981 cell
970-858-7698 home

A handwritten signature in black ink, appearing to be "Arvan Leany". The signature is stylized and somewhat cursive.

337 S. 1st Street



GRAND JUNCTION DOWNTOWN BUSINESS IMPROVEMENT DISTRICT
BOARD MINUTES

Thursday, January 28, 2010
248 S. 4th Street, Grand Junction, CO
7:30 a.m.

PRESENT: Harry Griff, Scott Holzschuh, Peggy Page, Steve Thoms, Bill Keith, PJ McGovern

ABSENT: Kevin Reimer, Bill Wagner, Bonnie Beckstein

STAFF: Heidi Hoffman Ham, Diane Keliher

GUESTS: John Shaver, Rich Englehart, Arvan Leany, Jeff Leany

CALL TO ORDER: Steve called the meeting to order at 7:35 a.m.

APPROVAL OF MINUTES: Bill K. made a motion to approve the minutes of the October 22 meeting; Scott seconded; minutes were approved.

2009 YEAR END FINANCIALS – Heidi corrected the agenda to read “2009” Year End Financials. The DTA budget has not been presented to the DTA board since their January meeting was canceled. The income statement for the DTA shows that the total income was higher than budgeted and expenses came in lower. A deficit was budgeted and the DTA actually ended up with a profit. The balance sheet reflects the income for 2009. The DTA fund balance is just over \$50,000. Budgets will be reviewed and revised, if needed, starting in July.

The BID budget performance report shows special assessments and voluntary contributions from government entities. The City has not transferred their voluntary assessment yet, so that number will go up. Special Assessments came in over budget but a lot of them came in late in the year. Interest income is low and might be adjusted with year-end adjustments. There was some misallocation at the beginning of the year in the salary line item that has been corrected. An increased BID transfer to the DTA was approved by the Board, but the budget was not changed through the City; this process has now been clarified to avoid future confusion. The BID budget will be presented to the DTA board in February.

Harry added that in the future the budget should not be balanced by continuing to increase the assessment automatically; this should be done thoughtfully and with regard to the impact on the property owners.

REQUEST FOR EXEMPTION FROM BID – The public hearing was opened at 7:55 a.m. for consideration of exemption from the Downtown Business Improvement District. This request was filed by the owner of the property at 337 South 1st Street, Mr. Arvan Leany. This is the second public hearing held on this issue at the request of the City Council.

Steve explained that Mr. Leany feels he is not getting any direct benefit from belonging to the BID and feels it is an unfair financial burden for his business.

PJ asked what the assessment is for Pufferbelly and the Amtrak station. Mr. Leany thought it was about \$1,200-\$1,500 per year (*Note: Assessment was \$1,058.06 in 2009 and 2008.*). Peggy asked if Mr. Leany attended the BID meetings. He did not. Steve asked if Mr. Leany voted on the BID. He did not. Heidi explained the difference between the BID and the DDA and the various benefits of membership in the BID such as KAFM interviews, bulk mail rate, advertising opportunities, a listing on the website and posting information in the kiosks downtown. Steve pointed out the community benefits of being a member.

There was discussion among board members.

Steve asked if the applicant like to add anything to the written request on record. Mr. Leany responded no.

Steve asked if anyone else present would like to speak to this request? There were no other comments.

PJ made a motion to approve the request to exempt Mr. Leany's parcels from the BID; Scott seconded; motion passed. Harry was opposed. The matter will go to City Council.

The public hearing was closed at 8:20 a.m. The Leany's were thanked for their attendance.

ADJOURN – PJ made a motion to adjourn; Scott seconded; the board adjourned at 8:24 a.m.

APPROVED _____ DATE _____

SENT TO CITY CLERK _____ DATE _____

ORDINANCE NO. _____

**AN ORDINANCE EXCLUDING PROPERTY OWNED BY ARVIN J. LEANY
FROM THE DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT
DISTRICT**

LOCATED AT 337 SOUTH 1ST STREET (PUFFERBELLY RESTAURANT)

Recitals

On July 20, 2005, the Grand Junction City Council was presented with petitions from the Downtown Grand Junction Business Improvement District organizing committee requesting formation of a business improvement district.

On August 17, 2005, after a duly notice public hearing, the Downtown Grand Junction Business Improvement District was formed.

On November 1, 2005, the qualified electors of said District authorized the imposition of a Special Assessment to each property owner in the District.

On December 7, 2005, after a duly noticed public hearing, the City council acting as the Board of Directors for the Downtown Grand Junction Business Improvement District directed staff to prepare an assessment roll and file it as required with the Mesa County Treasurer for collection of assessment in 2006. At that public hearing, no objections were presented with the exception of one letter from Carol Newton objecting to the assessment.

On August 4, 2009, Mr. Arvan J. Leany, a property owner in the District, presented a request in writing to the City Clerk asking for exclusion. The request included the required deposit to cover the costs of the process to consider the request.

Upon receipt of the exclusion request, the Grand Junction City Council referred the matter to the Downtown Grand Junction Business Improvement District (DGJBID) Board at its August 17, 2009 meeting.

The DGJBID Board heard the request on October 22, 2009 and with six board members present, the motion was defeated with a tied vote. The result was taken back to City Council, who advised during their November 18, 2009 meeting that the matter be remanded back to the DGJBID Board to re-hear the matter once they had a full board.

The DGJBID Board re-heard the request at its January 28, 2010, and with a six members present, the request was approved by a vote of 5-1.

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

Upon consideration of the request to be excluded from the Downtown Grand Junction Business Improvement District from property owner, Arvin J. Leany, for the following property:

Parcel No. 2945-154-34-001 337 S. 1st Street

The request for exclusion from the Downtown Grand Junction Business Improvement District is hereby granted.

INTRODUCED on first reading this 17th day of February, 2010 and ordered published.

PASSED AND ADOPTED on second reading the _____ day of _____, 2010.

ATTEST:

President of the Council

City Clerk



Date: February 2, 2010
 Author: Heidi Hoffman Ham,
DDA Executive Director
 Title/ Phone Ext: 256-4134
 Proposed Schedule: _____
Wednesday
 _____ February 17, 2010
 2nd Reading (if applicable):
 _____ Monday, March 1, 2010

CITY COUNCIL AGENDA ITEM

Attach 8
Public Hearing—Expanding the Boundaries for the Grand Junction, Colorado Downtown Development Authority to Include 847, 851, and 861 Rood Avenue

Subject: Expanding the Boundaries for the Grand Junction, Colorado Downtown Development Authority to Include 847, 851, and 861 Rood Avenue
File # (if applicable):
Presenters Name & Title: John Shaver, City Attorney Heidi Hoffman Ham, DDA Executive Director

Executive Summary: The DDA has been petitioned by Armstrong Consultants, Inc. and Corsi Ventures, LLC to include three properties into the DDA boundaries. Inclusion of these properties within the DDA boundaries will serve to promote community stability and prosperity by improving property values, assist in the development and redevelopment of the district and provide for the continuance of economic health in the community.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 4: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

Properties within the DDA District benefit from the contributions of the DDA in developing and redeveloping properties and capital improvement projects, thereby improving property values and bringing economic stability.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Final Publication of Proposed Ordinance.

Board or Committee Recommendation:

The DDA Board approved the petition at its January 14, 2010, meeting.

Background, Analysis and Options:

The DDA Board received and approved a petition from Dennis A. Corsi, property owner, requesting inclusion into the Authority's boundaries for properties located at 847 Rood Avenue, 851 Rood Avenue, and 861 Rood Avenue.

Inclusion of all these properties within the Authority's boundaries and expansion of the Authority will benefit the downtown area as well as the City by the addition of added ad valorem and sales taxes collected within the Plan area in accordance with State law, the Plan and other applicable law, rules or regulations.

Financial Impact/Budget:

There is minimal financial impact to the City.

Legal issues: None

Other issues: N/A

Previously presented or discussed: N/A

Attachments:

- Petition Letter – Armstrong Consultants, Inc. and Corsi Ventures, LLC
- Site Map of Properties for Inclusion
- DDA Board Minutes
- DDA Approval Letter
- Proposed Ordinance



ARMSTRONG CONSULTANTS, Inc.
airport engineering and planning services

December 4, 2009

Heidi Hoffman Ham
Downtown Development Authority
248 South 4th Street
Grand Junction, CO 81501

RE: Request for Entry into DDA

Dear Ms. Ham:

Armstrong Consultants, Inc. and Corsi Ventures, LLC enthusiastically request entry of our parcels into the Grand Junction Downtown Authority (DDA). Having been located at 861 Rood Avenue since the inception of the company in 1973 and seeing the ups and downs of the area we appreciate the efforts that are being made to ensure the continued viability of the downtown area.

As our business has grown over the years we have realized the need to provide more space for our employees. Rather than moving to another area we have chosen to remodel our interior to provide for additional office space so that we can remain within walking distance of Main Street.

Our complex consists of three parcels, described below, which are adjacent to current DAA parcels. Please enroll all three parcels into the DAA so that we can contribute to your efforts.

847 Rood Ave., Parcel # 2945-144-16-008
851 Rood Ave., Parcel # 2945-144-16-020
861 Rood Ave., Parcel # 2945-144-16-021

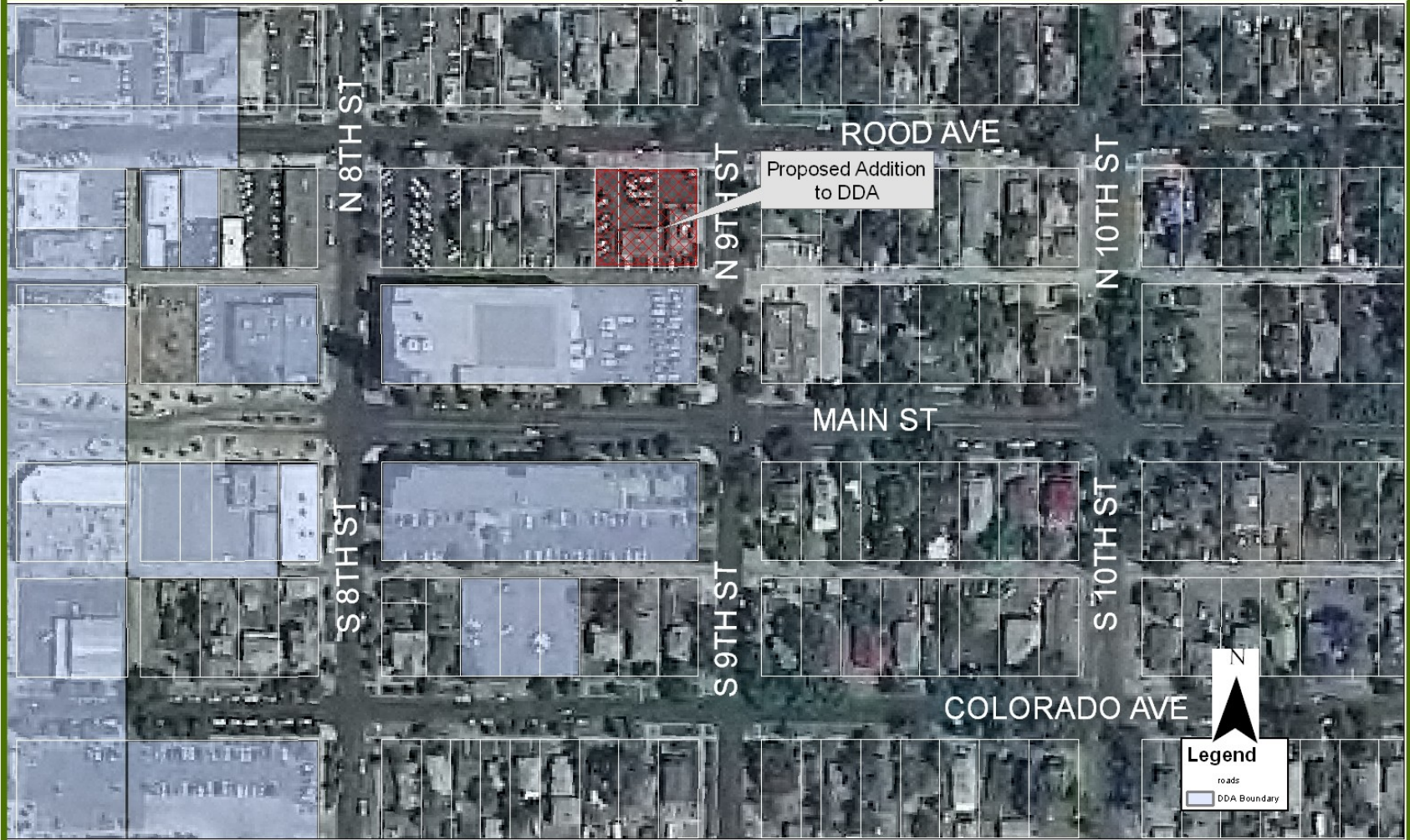
Thank you for your consideration and please feel free to contact me if you have any questions. I look forward to hearing from you soon.

Sincerely,

Dennis A. Corsi
Vice President, Armstrong Consultants, Inc. - Tenant

and Manager, Corsi Ventures, LLC - Property Owner

Downtown Development Authority



Armstrong Corsi Addition

GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY
BOARD MINUTES

Thursday, January 14, 2010
248 S. 4th Street, Grand Junction, CO
7:30 a.m.

PRESENT: Bill Wagner, Harry Griff, Peggy Page, Bonnie Beckstein, Scott Holzschuh, Bill Keith, Steve Thoms, Kevin Reimer

ABSENT: PJ McGovern

STAFF: Heidi Hoffman Ham, Diane Keliher

GUESTS: Rich Englehart, John Shaver

CALL TO ORDER: Steve called the meeting to order at 7:35 a.m. Steve welcomed new DDA board member, Kevin Reimer.

APPROVAL OF MINUTES: Peggy would like to correct the spelling of her name from Petty to Peggy. Scott would like to make the following changes; change "Wells Fargo" to "a specific financial institution" and clarify that the agreement for change orders is "\$25,000 per occurrence with an aggregate of \$100,000." With those changes, Scott made a motion to approve the minutes of the December 10, 2009, meeting; Harry seconded; minutes were approved.

REAL ESTATE ADVISORY GROUP – The DDA board directed Bill W., Scott and Heidi to interview Bray & Co. and Re/Max Two Rivers. After the interviews, it was recommended that the board work with both firms and split the properties. A working group (Scott, Peggy, Steve, and Heidi) should be appointed to focus on contracts and negotiation details. There was a discussion of the varied opinions of the property sales prices. Harry made a motion to appoint the advisory group; Bonnie seconded; the committee was formed.

REQUEST FOR ADDITION OF PROPERTY – Armstrong Consultants would like to be included in the DDA boundaries. They are located on Rood Avenue and have been downtown for a long time. The property is adjacent to other DDA properties. Harry made a motion to include Armstrong Consultants into the DDA boundary; Bonnie seconded; motion passed.

As a result of recent inclusions, Heidi and City staff will be updating the DDA map in the next few weeks.

DOWNTOWN UPLIFT DESIGN – The Board last discussed the design of the 400 block in December. The design was approved in August by City Council. It was decided to split the project between two years with the first phase underway and the other blocks

approved for next year. The City started hearing from merchants regarding the number of parking spaces in the 400 block. The DDA felt this block was the best for the added amenities since there are other parking options. There has been the threat of legal action against the project, and there were deadlines from the group to address the issue. The City Council wants the DDA to look at the design again and decide formally to recommend modifying it or not based on the complaints. The design was amended before adoption to add eight parking spaces to the 400 block. Heidi explained the preferred design in detail with the Board. There was discussion of parking issues and merchant and property owner concerns. Peggy presented a petition signed by 49 businesses protesting the current design and/or loss of parking. Bill W. made a motion to reaffirm the earlier decision as the conceptual plan to be in place; Harry seconded; there was further discussion of merchant issues, City Council, and the need for political will to support the process and design; motion carried; Peggy abstained. Scott would like Heidi to write a letter to City Council and offer to meet with Council. Heidi will draft a letter to be edited and signed by the Board.

ADJOURN – Bill W. made a motion to adjourn at 8:47a.m.; Bill K. seconded; the motion passed.

APPROVED _____

DATE _____

SENT TO CITY CLERK _____

DATE _____

ORDINANCE NO. _____

**AN ORDINANCE EXPANDING THE BOUNDARIES FOR THE GRAND JUNCTION,
COLORADO DOWNTOWN DEVELOPMENT AUTHORITY TO INCLUDE 847, 851, AND
861 ROOD AVENUE**

The Grand Junction, Colorado, Downtown Development Authority (“the Authority” or “DDA”) has adopted a Plan of Development (“Plan”) for the boundaries of the Authority. The Plan and boundaries were initially approved by the Grand Junction, Colorado, City Council (“the Council”) on December 16, 1981.

Since that time, several individuals and entities, pursuant to Section 31-25-822, C.R.S. and Article X of the Authority's Plan, have petitioned for inclusion within the Authority's boundaries. The Board of the Authority has determined that the boundary of the DDA should be co-terminus with the boundary of the Tax Increment Financing (“TIF”) District, requiring expansion of the tax increment finance district boundary. The boundaries of the Authority have been expanded by the Council by Ordinance Nos. 2045, 2116, 2382, 2400, 2425, 2470, 2475, 2655, 2820, 2830, 2914, 3008, 3653, 4305, 4326 and 4395;

The Board of Directors of the Authority has reviewed and approved a petition from Dennis A. Corsi, property owner, requesting inclusion into the Authority's boundaries for its properties at 847 Rood Avenue, 851 Rood Avenue and 861 Rood Avenue and requests Council's approval to expand the Authority's boundaries to include all properties.

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

1. The Council finds the existence of blight within the boundary of the Authority, within the meaning of Section 31-25-802(1.5), C.R.S.

2. The Council hereby finds and determines that the approval of the expansion of boundaries for the Downtown Development Authority Plan of Development, as shown on the attached Exhibit A, will serve a public use; will promote the health, safety, prosperity, security and general welfare of the inhabitants of the City and of its central business district; will halt or prevent the deterioration of property values or structures; will halt or prevent the growth of blighted areas; will assist the City and the Authority in the development and redevelopment of the district and in the overall planning to restore or provide for the continuance of the economic health; and will be of specific benefit to the property to be included within the amended boundaries of the Authority and the TIF district.

3. The expansion of the Authority's boundaries, as shown on the attached Exhibit A, is hereby approved by the Council and incorporated into the Plan for TIF purposes. The Authority is hereby authorized to undertake development projects as described in the Plan and to act consistently with Article of the Plan including, but not necessarily limited to, receiving and expending for development and redevelopment efforts a portion or increment of ad valorem and sales taxes generated in the area in accordance with Section 31-25-801, C.R.S.

4. The Council hereby requests that the County Assessor certify the valuation for the assessment of the new property included by this Ordinance within the Authority's boundaries and the TIF district as of the date of the last certification. The City Financial Operations Manager is hereby directed to certify the sales tax receipts for the properties included in and described by the attached Exhibit A for the twelve (12) months prior to the inclusion.

5. Adoption of this Ordinance and amendment to, or expansion of the boundary of the Authority and the TIF District, does not, shall not and will not provide for or allow or authorize receipt or expenditure of tax increments without requisite statutory and Plan compliance.

6. If any provision of this Ordinance is judicially adjudged invalid or unenforceable, such judgment shall not affect the remaining provisions hereof, it being the intention of the City Council that the provisions hereof are severable.

Introduced on first reading this 17th day of February, 2010.

PASSED and ADOPTED this ____ day of _____, 2010.

Attest:

President of the Council

City Clerk

EXHIBIT A

EXPANDING THE BOUNDARIES OF THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY

The boundaries of the Authority shall be expanded to include the following properties into the Plan of Development area within which tax increment financing is used:

1. Address: 847 Rood Avenue
Parcel Number: 2945-144-16-008
Legal Description: E 5FT LOT 11 + ALL LOT 12 BLK 107 GRAND JUNCTION

2. Address: 851 Rood Avenue
Parcel Number: 2945-144-16-020
Legal Description: LOTS 13 + 14 BLK 107 GRAND JUNCTION SEC 14 1S 1W

3. Address: 861 Rood Avenue
Parcel Number: 2945-144-16-021
Legal Description: LOTS 15 + 16 BLK 107 GRAND JUNCTION SEC 14 1S 1W



Date: Wed, February 17, 2010

Author: Lori V. Bowers

Title/ Phone Ext: Senior Planner/ 4033

Proposed Schedule: 1st

Reading Monday, Feb. 1, 2010

2nd Reading

CITY COUNCIL AGENDA ITEM

Attach 9 **Public Hearing—Zoning the Sunlight Subdivision** **Planned Development and Approval of the** **Preliminary Development Plan**

Subject: Zoning the Sunlight Subdivision Planned Development and Approval of the Preliminary Development Plan - Located at 172 and 174 Sunlight Drive
File #: ANX-2006-348 and PP-2008-051
Presenters Name & Title: Lori V. Bowers, Senior Planner

Executive Summary:

A request to zone 11.21 acres to PD (Planned Development) with a default zone of R-4 (Residential – 4 units per acre) and consideration of a Preliminary Development Plan (PDP) for Sunlight Subdivision.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

The subject parcel was annexed into the City since 2007. The Planned Development zoning will provide an orderly design for the neighborhood, therefore keeping property values intact and not degrade the quality of life in the adjacent neighborhoods.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Since single-family housing (one house on one lot) will continue to be the dominant residential pattern for the Grand Junction area, this project will add to the inventory for those seeking housing in a Planned Development with a greater quality and quantity of public and/or private open space and easy access to other recreational amenities.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Publication of the Proposed Ordinance.

Board or Committee Recommendation:

Planning Commission forwarded a recommendation of approval at their January 26, 2010 meeting.

Background, Analysis and Options:

Please see the attached Staff report.

Financial Impact/Budget:

N/A

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

Consideration of the Ordinance was on February 1, 2010.

Attachments:

Site Location Map / Aerial Photo Map
Future Land Use Map / Existing City and County Zoning Map
Preliminary Development Plans (Composite and Preliminary)
Planned Development Ordinance

BACKGROUND INFORMATION				
Location:		172, 174 Sunlight Drive		
Applicants:		Freestyle Design & Building c/o Ted Munkres, owner; Bob Blanchard, representative.		
Existing Land Use:		Residential and vacant land		
Proposed Land Use:		Residential Planned Development		
Surrounding Land Use:	North	Residential		
	South	Residential, large lot		
	East	Residential, large lot		
	West	Residential, large lot		
Existing Zoning:		None		
Proposed Zoning:		Planned Development (PD)		
Surrounding Zoning:	North	County RSF-4		
	South	County RSF-4		
	East	County RSF-4		
	West	County RSF-4		
Growth Plan Designation:		Residential Medium Low, 2-4 du/ac		
Zoning within density range?		X	Yes	No

ANALYSIS

1. Background

In 2005 an application was submitted to the City for annexation into the City of Grand Junction, with a request to zone the property consistent with the existing County zoning of RSF-4 (Residential Single Family – 4 units per acre). Staff recommended the zone district of R-2 (Residential – 2 units per acre) for the property, based on an analysis of the topography of the site, the substandard road network in the area and as a transition between the RSF-4 densities to the north and the even more topographically challenged properties to the south. The application was subsequently withdrawn. In February of 2007, a new application was submitted for the subject property, which was then annexed into the City. At that time the applicant requested deferral of the zoning in order to allow time to propose a Planned Development (PD) zone district in conjunction with a Preliminary Development Plan.

The proposed plan consists of 33 single family detached lots on 11.21 acres. It is bounded on the north by existing residential subdivisions and on the east, south and west by single family residences on lots larger than one acre. The Orchard Mesa Canal also abuts the property along the southern most edge.

A TEDS exception was granted in June, 2009 for reduced street lighting. The exception allows for only two street lights where nine would have been required. Street lights will

be placed at 28 1/2 Road where it enters into the subdivision and at the intersection of Sunlight Drive and River Divide Road. This request furthers a goal and objective of the Orchard Mesa Neighborhood Plan and Section 7.2.F. regarding nighttime light pollution.

Another TEDS exception was granted on December 1, 2009 to allow for a shorter approach tangent to the intersection of 28 1/2 Road and the proposed River Divide Road (northerly); and another shorter approach tangent to 28 1/2 Road and Country Ridge Road (southerly). Through the TEDS exception process it was determined that the reduced approaches are acceptable and that a note shall be added to the final plans and engineered construction drawings establishing the sight triangles and limiting structures and landscaping to meet the requirements of TEDS.

Relocation of an existing irrigation easement benefitting the Alpine Water Users Group will be required at the time of final platting. "Alpine Water" has agreed to work with the applicant on relinquishment and suitable relocation of the irrigation easement.

Density

The density of the proposed project is 2.9 dwelling units per acre. This density is consistent with average density of the surrounding subdivisions to the north and meets the default zone of R-4 and the Future Land Use designation.

Access

Access is obtained from Sunlight Drive, which bounds the property on the west. 28 1/2 Road, if it were extended directly south, would bound the property on the east. As proposed, 28 1/2 Road will curve into the subdivision and end in a cul-de-sac.

Road Design

All roads will be dedicated public right-of-way with Glory View Drive extended into the subdivision only as a pedestrian / bicycle path. The residential lots will obtain access internally from River Divide Road. There are two cul-de-sacs proposed within the subdivision, River Divide Court and 28 1/2 Court. Two TEDS Exceptions were granted for this project and were described above.

Open Space / Park

There are four Tracts within the subdivision. These Tracts are for the purpose of detention and open space features as well as containing the canal. The detention/open space areas will be landscaped and a subdivision entry sign will be provided. Signage for the pedestrian connection to Glory View Drive will show the access to the Old Spanish Trail, located south of the property. The Tracts will be owned and maintained by the HOA. Proof of the formation of the HOA will be required at the time of Final Plat.

Lot Layout

All lots are designed for single-family detached dwelling units. The lots range in size from 8,000 square feet to 21,000 square feet. A fourteen foot multi-purpose easement is provided across the front of each lot. Irrigation easements are also provided. All of the lots meet the dimensional standards for the default zone, except those abutting the cul-de-sacs, which results in irregularly shaped lots, which is typical of lots abutting cul-de-sacs. This is addressed in the Ordinance.

Landscaping

All Tracts will be landscaped and will serve as open space as well as detention areas. Xeriscape type landscaping will be encouraged throughout the subdivision. A fencing plan has been submitted as part of the landscaping plan. Lower two-rail fences will be installed on the lots abutting the open space tracts. Privacy fencing will be allowed between the lots (6-foot solid) as depicted on the preliminary overall landscape plan.

Phasing

The Sunlight Subdivision Planned Development is to be developed in one phase. The Zoning and Development Code, Section 2.12.C.4.c, under Validity states, "The effective period of the preliminary development plan shall be....at the time of preliminary development plan approval". The applicant requests that when this approval is obtained that the preliminary development plan approval be extended to the maximum allowed time frame of 10 years to complete the review of the final development plan and record the Final Plat. Both Section 2.3.B.13, dealing with the common procedures for all applications requiring a public hearing, and Section 2.8.B.5, which deals with the validity period for preliminary subdivisions, allows for extensions beyond the standard two year time period up to a maximum of 10 years. The applicant is requesting that the Planning Commission consider their request of 10 years, as required by Section 2.12.B.2.j, as an appropriate phasing or development schedule. Given the current economic climate, this may be a reasonable request.

Long-Term Community Benefit

The intent and purpose of the PD zone is to provide flexibility not available through strict application and interpretation of the standards established in Chapter 3 of the Code. The Code also states that PD zoning should be used only when long-term community benefits, which may be achieved through high quality planned development, will be derived. Long-term benefits include, but are not limited to:

1. More effective infrastructure;
2. Reduced traffic demands;
3. A greater quality and quantity of public and/or private open space;
4. Other recreational amenities;
5. Needed housing types and/or mix;
6. Innovative design;
7. Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public art.

The proposed development has met the following long-term community benefits:

1. Innovative design that will limit the visual impacts of homes from the public rights-of-way by making use of walk-out basements creating a single story streetscape;
2. A greater quantity, over 23,000 square feet of common open space will be provided for both passive and active recreational use; protection of natural resources.
3. A pedestrian path and Old Spanish Trail connection will be provided through the extension of Glory View Drive. Trail signage will be provided to improve the visibility of this trail that is located south of the subject property.
4. Use of low water usage grasses in the common open space and drainage areas;

5. Covenants to be enforced by the home owners association will be developed to address development on individual lots including encouraging the use of xeriscape landscape material; and
6. Storm drainage will be improved to control runoff and prevent discharge onto neighboring lots.

Default Zone

The dimensional standards for the R-4 zone, as indicated in Table 3.2 (including Footnotes) in the Zoning and Development Code, are as follows:

Density: Maximum density is 4 units/acre; minimum density is 2 units/acre.

Nonresidential FAR: N/A

Maximum Lot Coverage: 50%

Minimum lot area: 8,000 square feet

Minimum lot width: 75 feet

Minimum street frontage: 20 feet

Front yard setback: 20/25

Side yard setback: 7/3

Rear yard setback: 25/5

Maximum building height: 35 feet

Deviations

Eight lots do not meet the minimum lot width requirement, of 75 feet, which is measured at the front setback. These lots are: Lots 5 through 9, Block 1; Lots 5 through 7, Block 2; which are located at the end of the two cul-de-sacs.

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

Requests for a Planned Development Preliminary Development Plan must demonstrate conformance with all of the following:

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

The property is designated Residential Medium Low, 2 to 4 dwelling units per acre on the Future Land Use Map. The proposed density of 2.9 dwelling units is consistent with the Future Land Use Map of the Growth Plan. The project is also consistent with the goals and policies of The Grand Valley Circulation Plan as well as the Orchard Mesa Area Plan.

- 2) The rezoning criteria provided in Section 2.6 of the Zoning and Development Code.
 - a. The existing zoning was in error at the time of adoption.

This criterion does not apply to the zoning of annexations.

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

There has been (until recently) consistent growth in the 201 Persigo area, and growth in the Orchard Mesa area. The proposed subdivision is less dense than the existing subdivisions to the north and north east. Other properties in this area have been annexed into the City but have not yet been developed.

- c. The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances.

The proposed rezone to Planned Development is compatible with the neighborhood. The default zoning of R-4 is consistent with the existing County zoning of RSF-4. Nighttime lighting has been reviewed and a TEDS exception has been provided to reduce the number of street lights normally required by the Code. The streets will connect and provide through traffic from Sunlight Drive to 28 1/2 Road.

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

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

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

The property was annexed into the City for the purpose of residential development, under the Persigo Agreement. The proposed plan is in accordance with the Future Land Use map designation of the Growth Plan, which is directed towards accommodating the community's needs.

- f. The community will benefit from the proposed zone.

The community will benefit by providing more housing in an area experiencing growth.

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

The Preliminary Development Plan is consistent with all applicable requirements of Chapter Five. The proposed residential density of approximately 3 homes per acre is consistent with the Growth Plan designation of Residential Medium Low, 2 to 4 units per

acre. The proposed subdivision encompasses over 11 acres of land, which is larger than the required five acre minimum. The project will be in compliance with all the development standards except those deviations from the default zoning of R-4, which are contained within the PD Ordinance. These deviations are common for lots which are irregular in size due to the lots being located on cul-de-sac.

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

The requirements of Chapter Seven regarding nighttime light pollution have been reviewed and granted a TEDS exception for reduced lighting, as discussed above.

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

Adequate public services and facilities exist in the area and will be extended throughout the subdivision. Both sewer and water are available via a connection from the surrounding developments. City sewer is provided. Ute is the water supplier.

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

Adequate traffic and pedestrian circulation has been provided. Vehicular access is provided from Sunlight Drive on the west, and 28 1/2 Road on the east. Pedestrian and bicycle access will be provided from a connection with Glory View Lane on the north. This will also be marked as an access to the Old Spanish Trail, located south of this subdivision, near the Gunnison River bluff area.

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

The proposal is for a residential subdivision, which is adjacent to other residential subdivisions, therefore no screening or buffering is required.

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

The density at approximately 3 homes per acre is consistent with the Residential Medium Low Growth Plan designation.

- 9) An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed.

The default zoning designation of R-4 and its minimum standards have been applied to this Planned Development. The only deviations are those commonly found with irregularly shaped parcels which abut cul-de-sacs.

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

A phasing schedule for the property has been proposed, and was discussed above. The Planning Commission is the decision maker as to accepting the proposed maximum amount of time, up to ten years. This was discussed by the Planning Commission; they determined that since it was allowed in the Code that they would allow for the request. Given the current economic climate, this may be an appropriate amount of time to complete this project.

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

The property is 11 acres in size.

- b) The applicable preliminary plat criteria in Section 2.8.B of the Zoning and Development Code.
 - 1) The preliminary subdivision plan will be in conformance with the Growth Plan, Grand Valley Circulation Plan, Urban Trails Master Plan, and other adopted plans;

As described above, the property is designated Residential Medium Low, 2 to 4 dwelling units per acre on the Future Land Use Map. The proposed density of 2.9 dwelling units is consistent with the Future Land Use Map of the Growth Plan. The project is also consistent with the goals and policies of The Grand Valley Circulation Plan as well as the Orchard Mesa Area Plan. The current Urban Trails Master Plan does not show any trails within the parameters of this subdivision. It is acknowledged that the Old Spanish Trail does exist south of this property, but is not considered to pass through this site.

- 2) The Subdivision standards in Chapter Six;

The subdivision standards that are applicable to this application include plans and specification standards which the proposed PDP shows to be consistent with all the adopted plans and policies.

- 3) The Zoning standards in Chapter Three;

The standards found in Chapter Three cover the minimum lot sizes, lot widths, setbacks and height. The default zone for this property is R-4. This proposal meets the minimum lot size of 8,000 square feet. The lots range in size from 8,000 square feet to 21,286 square feet. All of the lots meet the minimum lot width of 75-feet, measured at the front setback, which is 20-feet. The exceptions to this are the following, which have been incorporated into the Zoning Ordinance: Lots 5 through 9, Block 1; Lots 5 through 7, Block 2; which are located at the end of the two cul-de-sacs.

- 4) Other standards and requirements of the Zoning and Development Code and other City policies and regulations;

Except for the requested deviation from the R-4 zone district discussed above, all City development standards are being met.

- 5) Adequate public facilities and services will be available concurrent with the subdivision;

All infrastructure will be built to City standards and will be functional when certificate of occupancies are issued.

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

There will be no negative impacts on either the natural or social environment. The developer is taking advantage of the sloping terrain by providing walk-out basements that will allow for the appearance of single-story homes. The pedestrian connection and signage directing people to the Old Spanish Trail should not be a negative impact.

- 7) Compatibility with existing and proposed development on adjacent properties;

Sunlight Subdivision is compatible with existing and anticipated residential developments surrounding the property through comparable densities and creative design.

- 8) Adjacent agricultural property and land uses will not be harmed;

There are no apparent agricultural properties or land uses adjacent to this site.

- 9) Is neither piecemeal development nor premature development of agricultural land or other unique areas;

The proposal is neither piecemeal nor premature. The property has not been used agriculturally for many years.

- 10) There is adequate land to dedicate for provision of public services;

All infrastructure and services can be provided according to City standards.

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

All public improvements will be installed per City standards and will be accepted for maintenance by the City once the warranty period is over. All private open space areas will be maintained by a Home Owners Association. Proof of the formation of the HOA will be required when the Final Plat is ready for recording. All common areas will also need to be addressed in the Covenants, Conditions and Restrictions for the Sunlight Subdivision, which will be reviewed with the Final Plat by the City Attorney's Office per Section 12.D.4.b of the Zoning and Development Code.

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

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

This has been discussed above, and the proposal meets this criterion.

- 2) Conditions of any prior approvals

There are no prior approvals. The only condition has been that the property has been without zoning since the annexation became effective in March of 2007, at the owner's request. With approval of this Plan, a PD zoning will be placed on the property.

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

These have all been addressed within this staff report above.

- 4) Quality site design practices

Section 2.2.D.4.b(4)(A thru K) is the review criteria for a Major Site Plan. Since this is a residential subdivision, it has been reviewed for compliance with the subdivision regulations found in Chapter Six, Chapter Three, Chapter Seven and the procedures found in Chapter Two.

- d) The approved ODP, if applicable.

There is no approved ODP.

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

The PD Ordinance is attached for review. There is no ODP.

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

The overall density is 2.9 dwelling units per acre. The project is proposed to be built in one phase only.

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

The area is slightly over 11 acres; therefore this proposal meets the five acre minimum for this criterion.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Sunlight Subdivision application, file number PP-2008-051 for a Planned Development, Preliminary Development Plan, the Planning Commission makes the following findings of fact and conclusions:

1. The requested Planned Development, Preliminary Development Plan is consistent with the Growth Plan.
2. The review criteria in Section 2.12.C.2 (Planned Development Review Criteria) of the Zoning and Development Code have all been met.
3. The review criteria in Section 2.8.B (Subdivisions) of the Zoning and Development Code have all been met.
4. The proposed phasing schedule, per Sections 2.12.C.4.c (Planned Development Application and Review Procedures); 2.3.B.13 (Permits Requiring Public Hearing) and 2.8.B.5 (Subdivisions) is acceptable as proposed.

PLANNING COMMISSION RECOMMENDATIONS:

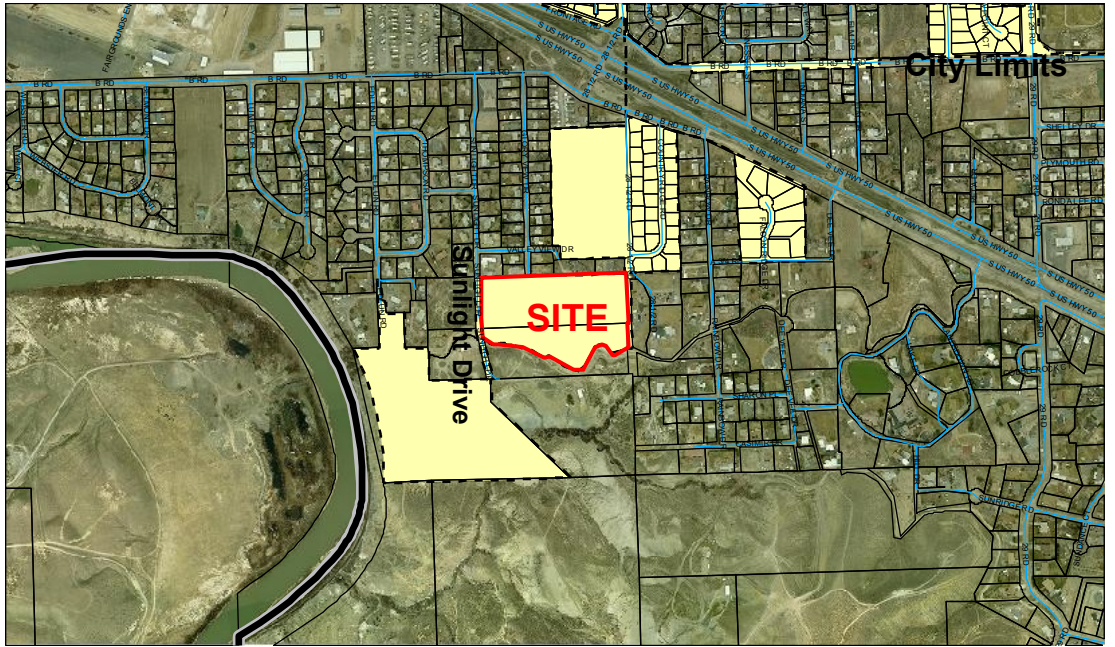
The Planning Commission forwards two recommendations to the City Council:

- 1) A recommendation of approval to zone 11.21 acres to PD (Planned Development) with a default zone of R-4, file number ANX-2006-348; and
- 2) Approval of the requested Planned Development, Preliminary Development Plan for Sunlight Subdivision, file number PP-2008-05, with the findings and conclusions listed above.

City Limits
Shown in pale
yellow

Site Location Map

172 and 174 Sunlight Drive



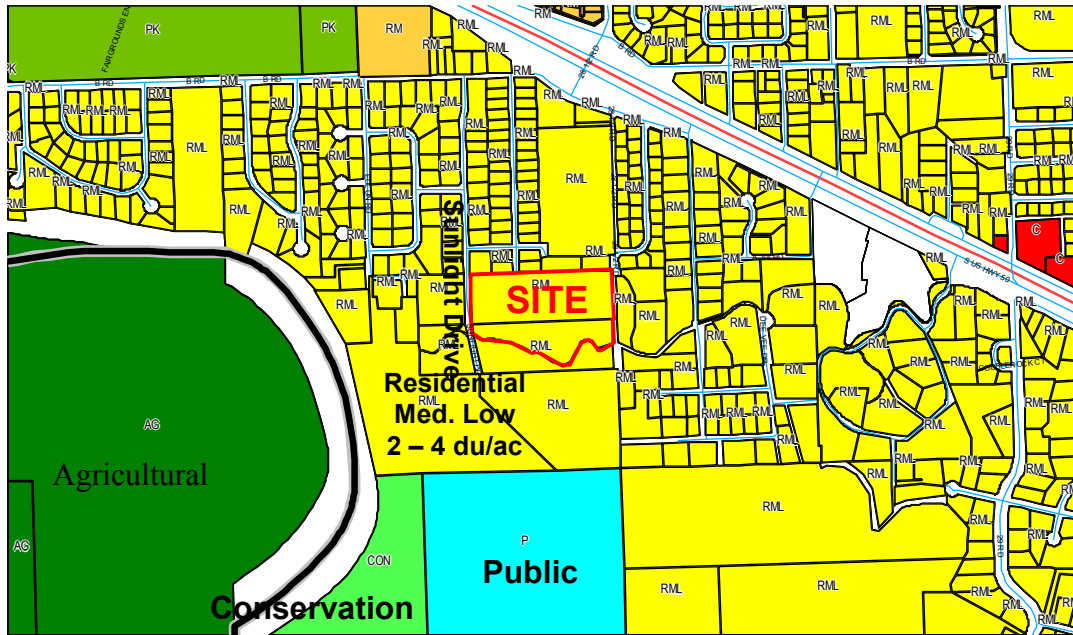
Aerial Photo Map

172 and 174 Sunlight Drive



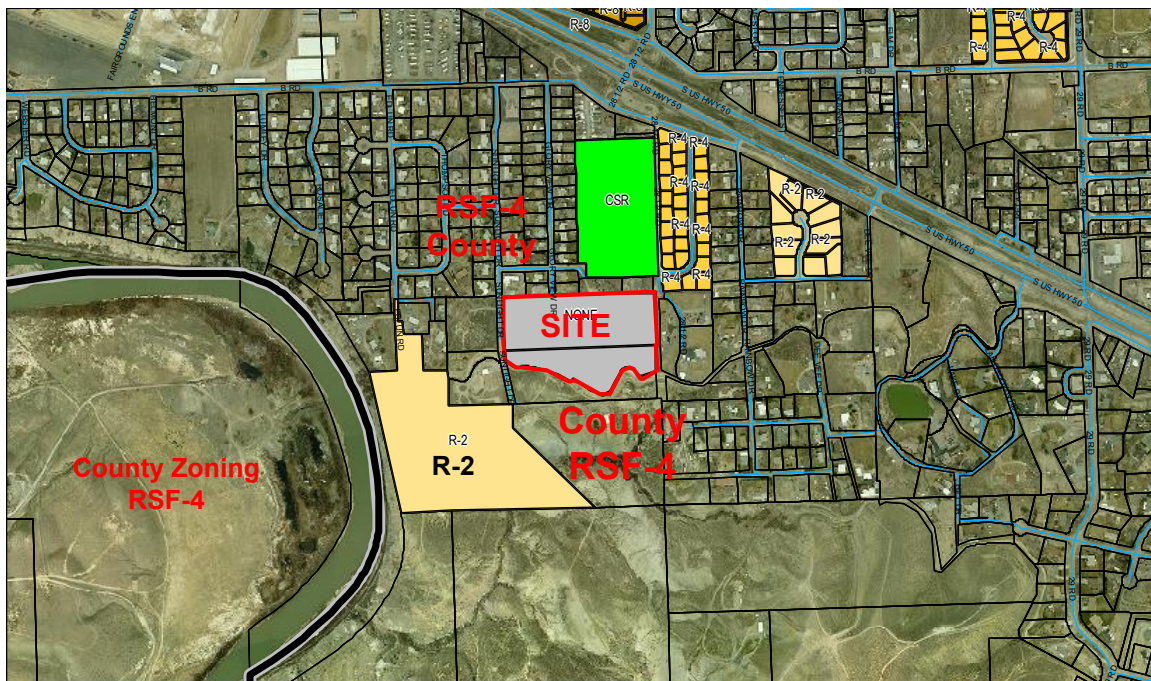
Future Land Use Map

172 and 174 Sunlight Drive



Existing City and County Zoning Map

172 and 174 Sunlight Drive



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE ZONING THE SUNLIGHT SUBDIVISION ANNEXATION TO PD (PLANNED DEVELOPMENT) ZONE, BY APPROVING A PRELIMINARY DEVELOPMENT PLAN WITH A DEFAULT ZONING OF R-4 (RESIDENTIAL – 4 UNITS PER ACRE), LOCATED AT 172 AND 174 SUNLIGHT DRIVE

Recitals:

A request to zone 11.21 acres to PD (Planned Development) by approval of a Preliminary Development Plan (Plan) with a default R-4 (Residential-4 units per acre) zone has been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance will establish the standards, default zoning (R-4) and adopt the Preliminary Development Plan for the Sunlight Subdivision. If this approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards of the R-4 zone district.

In public hearings, the Planning Commission and City Council reviewed the request for the proposed Preliminary Development Plan approval and determined that the Plan satisfied the criteria of the Code and is consistent with the purpose and intent of the Growth Plan. Furthermore, it was determined that the proposed Plan has achieved “long-term community benefits” by proposing the following:

1. Creative site planning and design that will limit the visual impacts of homes from the public rights-of-way by making use of walk-out basements creating a single story streetscape;
2. Over 23,000 square feet of common open space will be provided for both passive and active recreational use;
3. A pedestrian path and Old Spanish Trail connection will be provided through the extension of Glory View Drive. Trail signage will be provided to improve the visibility of this trail that is located south of the subject property.
4. Use of low water usage grasses in the common open space and drainage areas;
5. Covenants to be enforced by the home owners association will be developed to address development on individual lots including encouraging the use of xeriscape landscape material; and
6. Storm drainage will be improved to control runoff and prevent discharge onto neighboring lots.

Deviations from the default zone include: Eight lots do not meet the minimum lot width requirement, of 75 feet, which is measured at the front setback. These lots are: Lots 5 through 9, Block 1; Lots 5 through 7, Block 2; which are located at the end of the two cul-de-sacs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS ZONED TO PLANNED DEVELOPMENT WITH THE FOLLOWING DEFAULT ZONE AND STANDARDS:

Sunlight Annexation No. 3
2943-312-00-025 & 2943-312-00-105

A certain parcel of land located in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 31, Township 1 South, Range 1 East, of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of the SE 1/4 NW 1/4 of said Section 31, and assuming the North line of the SE 1/4 NW 1/4 of said Section 31 to bear N89°57'24"E with all bearings contained herein relative thereto; thence S00°08'16"E along the East line of the SE 1/4 NW 1/4 of said Section 31 a distance of 68.00 feet to the Point Of Beginning; thence S00°08'16"E along said East line a distance of 212.58 feet; thence S89°58'03"W a distance of 896.16 feet; thence N00°01'39"W a distance of 280.41 feet to a point on the North line of the SE 1/4 NW 1/4 of said Section 31; thence N89°57'24"E along the North line of said SE 1/4 NW 1/4 a distance of 857.12 feet; thence S00°08'16"E a distance of 10.00 feet; thence N89°57'24"E along a line being 10.00 feet South of and parallel with the North line of said SE 1/4 NW 1/4 a distance of 27.00 feet; thence S00°08'16"E along a line being 11.50 feet West of and parallel with said East line of the SE 1/4 NW 1/4 a distance of 53.00 feet; thence S89°57'24"W a distance of 13.50 feet; thence S00°08'16"E along a line being 25.00 feet West of and parallel with said East line of the SE 1/4 NW 1/4 a distance of 165.00 feet; thence N89°57'24"E a distance of 15.00 feet; thence N00°08'16"W along a line being 10.00 feet West of and parallel with said East line of the SE 1/4 NW 1/4 a distance of 160.00 feet; thence N89°57'24"E a distance of 10.00 feet, more or less, to the Point of Beginning.

Said parcel contains 5.69 acres (247,769 square feet), more or less, as described.

Sunlight Annexation No. 4
2943-312-00-025 & 2943-312-00-105

A certain parcel of land located in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 31, Township 1 South, Range 1 East, of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of the SE 1/4 NW 1/4 of said Section 31, and assuming the North line of the SE 1/4 NW 1/4 of said Section 31 to bear N89°57'24"E with all bearings contained herein relative thereto; thence S00°08'16"E along the East line of the SE 1/4 NW 1/4 of said Section 31 a distance of 280.58 feet to the Point Of Beginning; thence S00°08'16"E along the East line of the SE 1/4 NW 1/4 of said Section 31 a distance of 214.03 feet; thence S89°51'44"W a distance of 30.00 feet to a point on the West right of way of 28 1/2 Road recorded in Book 2424, Page 593 of the Mesa County, Colorado public records; thence along the Northerly sideline of a canal

easement recorded in Book 2398, Pages 49 through 51, of the Mesa County, Colorado public records the following fourteen (14) courses: (1) S81°22'39"W a distance of 33.73 feet; (2) thence 57.13 feet along the arc of a 270.04 foot radius curve, concave Southeast, having a central angle of 12°07'15" and a chord bearing S75°19'02"W a distance of 57.02 feet; (3) thence S69°15'24"W a distance of 10.81 feet; (4) thence 8.87 feet along the arc of a 7.43 foot radius curve, concave Northeast, having a central angle of 68°22'34" and a chord bearing N76°34'12"W a distance of 8.35 feet; (5) thence N42°23'49"W a distance of 49.29 feet; (6) thence 88.38 feet along the arc of a 49.03 foot radius curve, concave South, having a central angle of 103°16'38" and a chord bearing S85°58'06"W a distance of 76.89 feet; (7) thence S34°20'02"W a distance of 24.05 feet; (8) thence S28°05'51"W a distance of 44.34 feet; (9) thence S35°12'30"W a distance of 61.65 feet; (10) thence S39°12'47"W a distance of 25.61 feet; (11) thence 49.55 feet along the arc of a 39.66 foot radius curve, concave Northwest, having a central angle of 71°35'03" and a chord bearing S75°00'24"W a distance of 46.39 feet; (12) thence N69°11'59"W a distance of 55.26 feet; (13) thence 4.05 feet along the arc of a 14.47 foot radius curve, concave Northeast, having a central angle of 16°02'57" and a chord bearing N61°10'02"W a distance of 4.04 feet; (14) thence N53°08'05"W a distance of 140.34 feet; thence S35°10'58"W a distance of 27.50 feet to the centerline of said canal easement; thence along the centerline of said canal easement the following fifteen (15) courses; (1) N56°29'58"W a distance of 96.42 feet; (2) thence N73°26'34"W a distance of 114.21 feet; (3) thence 33.26 feet along the arc of a 177.69 foot radius curve, concave Southwest, having a central angle of 10°43'27" and a chord bearing N78°48'18"W a distance of 33.21 feet; (4) thence N84°10'03"W a distance of 28.15 feet; (5) thence 8.45 feet along the arc of a 16.06 foot radius curve, concave Northeast, having a central angle of 30°08'08" and a chord bearing N69°05'59"W a distance of 8.35 feet; (6) thence N54°01'54"W a distance of 4.98 feet; (7) thence 12.30 feet along the arc of a 24.23 foot radius curve, concave Southwest, having a central angle of 29°05'22" and a chord bearing N68°34'10"W a distance of 12.17 feet; (8) thence N83°06'25"W a distance of 9.64 feet; (9) thence 19.90 feet along the arc of a 43.47 foot radius curve, concave South, having a central angle of 26°14'01" and a chord bearing S83°46'23"W a distance of 19.73 feet; (10) thence S70°39'11"W a distance of 14.85 feet; (11) thence 35.75 feet along the arc of a 48.52 foot radius curve, concave Northwest, having a central angle of 42°13'12" and a chord bearing N88°14'03"W a distance of 34.95 feet; (12) thence N67°07'18"W a distance of 10.21 feet; (13) thence N41°26'43"W a distance of 4.84 feet; (14) thence 31.52 feet along the arc of a 145.02 foot radius curve, concave Southwest, having a central angle of 12°27'14" and a chord bearing N47°40'17"W a distance of 31.46 feet; (15) thence N53°53'51"W a distance of 9.14 feet to the East line of a road right of way recorded in Book 2398, Pages 148 and 149 of the Mesa County, Colorado public records; thence N10°55'00"W along the East line of said road right of way described in Book 2398, Pages 148 and 149 a distance of 78.53 feet to a point on the South line of that certain parcel described in Book 4001, Page 471 of the Mesa County, Colorado public records; thence S89°58'04"W along the South line of said parcel described in Book 4001, Page 471 a distance of 0.78 feet to a point on the East line of a road right of way recorded in Book 788, Page 242, of the Mesa County, Colorado public records; thence N00°01'41"W along the East line of said road right of way described in Book 788, Page 242 a distance of 330.39 feet to a point on the North line of the SE 1/4 NW 1/4 of said Section 31; thence N89°57'24"E along the North line of the SE 1/4 NW 1/4 of said

Section 31, a distance of 75.00 feet; thence S00°01'39"E a distance of 280.41 feet; thence N89°58'03"E a distance of 896.16 feet, more or less, to the Point of Beginning.

Said parcel contains 5.52 acres (240,310 square feet), more or less, as described.

- A. Sunlight Subdivision Preliminary Development Plan is approved with the Findings of Fact and Conclusions listed in the Planning Commission Staff Report dated January 26, 2010 and the City Council Staff Report dated February, 1, 2010, including attachments and Exhibits.
- B. The default zone is R-4 (Residential – 4 units per acre) with deviations contained within this Ordinance.

Introduced on first reading this 1st day of February, 2010 and ordered published.

Adopted on second reading this _____ day of _____, 2010.

ATTEST:

President of the Council

City Clerk



Date: January 26, 2010
 Author: Senta L. Costello
 Title/ Phone Ext: Senior Planner
x1442
 Proposed Schedule: 1st Reading
February 17, 2010
 2nd Reading (if applicable): March
1, 2010

CITY COUNCIL AGENDA ITEM

Attach 10
Public Hearing—Old Mill Vacation of Rights-Of-Way

Subject: Old Mill Vacation of Rights-Of-Way – Located at 1101 Kimball Avenue
File # (if applicable): VR-2008-373
Presenters Name & Title: Senta L. Costello, Senior Planner

Executive Summary:

Applicant is requesting to vacate two existing, unimproved rights-of-way and an unused water line easement. The applicant would like to further develop the property in the future and vacation of these rights-of-way and the easement will remove unnecessary encumbrances on the site.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

- The requested vacations will allow for redevelopment and growth in an existing neighborhood by removing unused and unneeded encumbrances on the property involved.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Publication of the Proposed Vacation Ordinance.

Board or Committee Recommendation:

Planning Commission forwarded a recommendation of approval at its January 26, 2010 hearing.

Background, Analysis and Options:

See attached report.

Financial Impact/Budget:

N/A

Legal issues:

N/A

Other issues:

The property owner originally requested vacation of the rights-of-way which exist within the boundaries of their property; however, upon review of the request, the City Real Estate and Survey divisions determined that it was appropriate to vacate all of the rights-of-way, including the portions outside of the applicant's property.

Previously presented or discussed:

Heard by Planning Commission at the January 26, 2010 hearing.

Attachments:

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

BACKGROUND INFORMATION			
Location:		1101 Kimball Avenue	
Applicants:		Owner/Applicant: City of Grand Junction Owner/Applicant: Southside Leasing, LLC – Bryan Wiman Representative: Vista Engineering Corp – David Chase	
Existing Land Use:		Warehouse	
Proposed Land Use:		Warehouse	
Surrounding Land Use:	North	Outdoor storage, manufacturing, warehousing, vacant industrial	
	South	Las Colonias Park	
	East	Vacant City property	
	West	Vacant City property	
Existing Zoning:		I-2 (General Industrial)	
Proposed Zoning:		I-2 (General Industrial)	
Surrounding Zoning:	North	I-2 (General Industrial)	
	South	CSR (Community Services & Recreation)	
	East	I-2 (General Industrial)	
	West	I-2 (General Industrial)	
Growth Plan Designation:		Industrial	
Zoning within density range?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

ANALYSIS

1. Background

The property was annexed in 1994 as a part of the Climax Enclave #1 and #2 Annexations. The 27 Road road petition was dedicated in 1883 as a continuation of 27 Road across the Colorado River. Another right-of-way was dedicated in approximately 1975 for S 12th Street from Kimball Avenue to the north edge of the Colorado River. The water line easement was conveyed in 2007. Neither the rights-of-way nor the easement were constructed or used.

Southside Leasing, LLC is requesting the vacation of the water line easement (containing no water lines or other utilities) and of the rights-of-way within the boundary of its property. The City of Grand Junction is requesting the vacation of the remaining sections of rights-of-way south to the northern edge of the Colorado River located within City owned property.

2. Section 2.11.C of the Zoning and Development Code

The vacation of the rights-of-way and easement shall conform to the following:

- a. The Growth Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

This area of the City does not have an applicable neighborhood plan. The vacations are in conformance with the Growth Plan, Grand Valley Circulation Plan and all other policies of the City.

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

The proposed vacation of rights-of-way and easement will not land lock any parcels of land.

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

Access to properties shall remain the same as they are currently and the vacations will not restrict the potential for future access should they be needed.

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

As the rights-of-way and easement have never been utilized nor are they needed for any planned traffic circulation or utilities, the health, safety and welfare of the community will not be compromised, nor will the quality of public facilities and services be reduced. Development of other rights-of-way and private properties in the area has made the construction of roads in the subject rights-of-way very unlikely.

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

Public facilities and services will not be affected by the proposed vacation for the reasons stated above.

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

The proposal will provide benefits to the City by eliminating the potential for confusion and or expectations of a road or access where one will never be located.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Old Mill application, #VR-2008-373 for the vacation of a public rights-of-way and water line easement, I make the following findings of fact and conclusions:

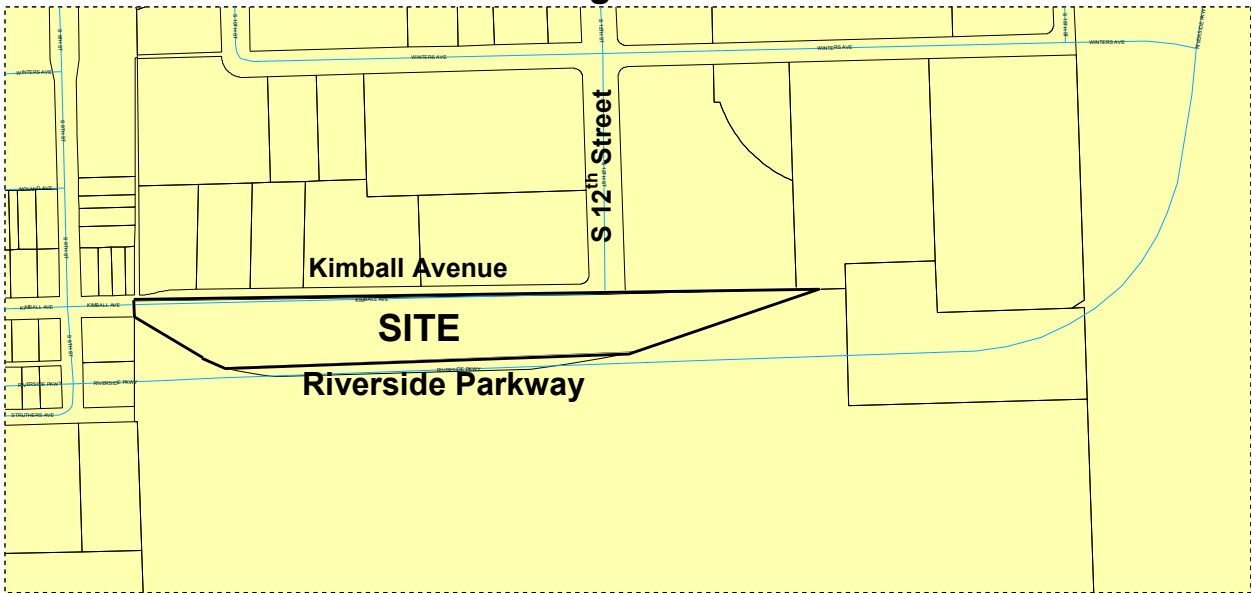
5. The requested rights-of-way/easement vacation is consistent with the Growth Plan.
6. The review criteria in Section 2.11.C of the Zoning and Development Code have all been met.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission forwarded a recommendation of approval of the requested rights-of-way and easement vacations, #VR-2008-373 to the City Council with the findings and conclusions listed above.

Site Location Map

Figure 1



Aerial Photo Map

Figure 2



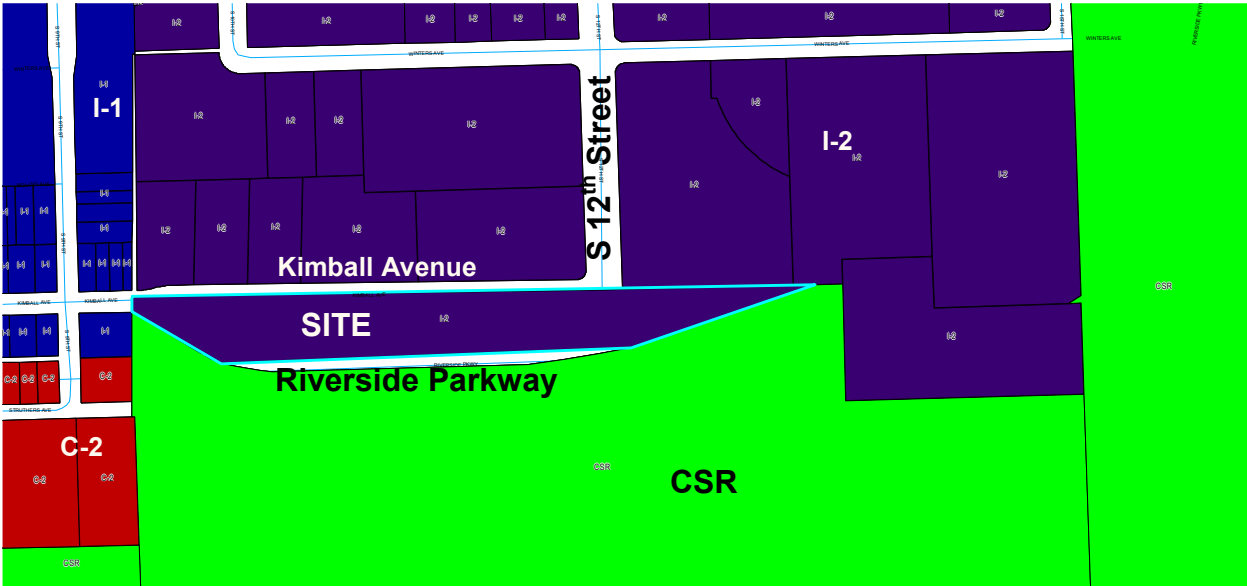
Future Land Use Map

Figure 3



Existing City Zoning Map

Figure 4



CITY OF GRAND JUNCTION

RESOLUTION NO.

**A RESOLUTION VACATING A WATER LINE EASEMENT
LOCATED AT 1101 KIMBALL AVENUE**

Recitals:

A request for the vacation of a water line easement has been submitted in accordance with the Zoning and Development Code. The applicants, Southside Leasing, LLC – Bryan Wiman, have requested that the water line easement located at 1101 Kimball Avenue be vacated. There is no existing utility infrastructure located within this easement.

In a public hearing, the Planning Commission reviewed the request for the vacation and determined that it satisfied the criteria as set forth and established in Section 2.11.C of the Zoning and Development Code. The proposed vacation is also consistent with the purpose and intent of the Growth Plan.

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

The following described dedicated Water Line Easement is hereby vacated subject to the following conditions:

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

Dedicated Easements to be vacated:

DESCRIPTION OF A TRACT OF LAND

A tract of land located in the SW 1/4 of the NW 1/4 of Section 24, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:

Beginning at the northwesterly corner of a tract of, which is identical with a point on the northerly property line of an irregular tract of land as recorded in Book 4448 at Page 794 as Reception Number 2385965 in the records of the Mesa County Clerk and Recorder, which bears N 00°15'42" W, 330.33 feet and S 89°52'19" E, 153.00 feet from the E1/4 corner of Section 23, Township 1 South, Range 1 West of the Ute Meridian and considering the south line of the NE1/4 of said Section 23 to bear N 89°36'03" W, with all other bearings contained herein relative thereto;

1. Thence S 89°52'19" E, 50.01 feet;
2. Thence S 00°52'40" E, 122.59 feet;

3. Thence S 72°33'02" W, 52.17 feet;
4. Thence N 00°52'40" W 138.35 feet to the point of beginning.

Tract of land as described above contains 0.150 acres more or less,

A drawing depicting the above is attached hereto as Exhibit "A".

PASSED and ADOPTED this _____ day of _____, 2010

ATTEST:

President of City Council

City Clerk

EXHIBIT A

NE CORNER
SECTION 23,
TOWNSHIP 1 SOUTH,
RANGE 1 WEST,
UTE MERIDIAN.
CITY MONUMENT.
1" PIPE / MONUMENT BOX

WINTERS AVENUE
INDUSTRIAL PARK
PLAT BOOK 12, PAGE 305
RECEPTION No. 1235164

COLORADO WEST DEVELOPMENT
PARK, FILING TWO
PLAT BOOK 11, PAGE 286
RECEPTION No. 1139503

KIMBALL AVENUE

S 89°13'27" E 1318.19'

15' UTILITY EASEMENT
PLAT BOOK 11, PAGE 286

S 89°52'19" E 592.08'

2945-231-00-038
1101 KIMBALL AVENUE.
BOOK 4448, PAGE 794.

60' ROAD RIGHT-OF-WAY.
ROAD PETITION BOOK 1,
PAGE 9 & 60, FILE No. 9 & 60.
BOOK 4336, PAGE 745 & 795

PARCEL
5.318 AC.±

6' MULTI-PURPOSE EASEMENT
BOOK 3930 PAGE 457

S 89°27'40" W 1143.78'

**RIVERSIDE
PARKWAY**

2945-231-00-945
925 STRUTHERS AVENUE.
CITY OF GRAND JUNCTION.

BASIS OF BEARINGS
SOUTH LINE OF THE NE 1/4

N 89°36'03" W 2638.76'

C 1/4 CORNER
SECTION 23,
TOWNSHIP 1 SOUTH,
RANGE 1 WEST,
UTE MERIDIAN.
MCSM No. 1280

E 1/4 CORNER
SECTION 23,
TOWNSHIP 1 SOUTH,
RANGE 1 WEST,
UTE MERIDIAN.
1996
PLS 24306



Dean E. Ficklin
P.L.S., 19597

POINT OF
BEGINNING

15' UTILITY EASEMENT
PLAT BOOK 11, PAGE 286

S 89°52'19" E 592.08'

TIE: S 89°52'19" E 153.00'

50.01'

N 00°52'40" W 138.35'

50'

S 00°52'40" E 122.59'

50'

S 72°33'02" W 436.56'

52.17'

50' WATER LINE EASEMENT
BOOK 307, PAGE 449-450
(NO VISIBLE EVIDENCE FOUND)

100' PUBLIC ROAD
BOOK 1040 PAGE 594
(PUBLIC ROAD NOT BUILT)



LEGEND

S.F. SQUARE FEET.
AC. ACRES.

FEET 60 0 60 FEET

GRAPHIC SCALE

SCALE: 1 INCH = 60 FEET

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
(A)	02°55'18"	1156.28'	58.96'	29.49'	58.95'	N 74°00'41" E

CITY OF GRAND JUNCTION

ORDINANCE NO.

**AN ORDINANCE VACATING ROAD PETITION FOR 27 ROAD ALIGNMENT
LOCATED APPROXIMATELY BETWEEN KIMBALL AVENUE AND
UNAWEEP AVENUE**

RECITALS:

A vacation of the dedicated right-of-way for has been requested by the adjoining property owners.

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

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

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

The following described dedicated right-of-way for is hereby vacated subject to the listed conditions:

1. Applicants shall pay all recording/documentary fees for the Vacation Ordinance.

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

A certain parcel of land lying in the East half (E 1/2) of Section 23 and the West half (W 1/2) of Section 24, Township One South, Range One West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

ALL of that certain right of way granted by Mesa County Road petition in Road Book 1, Page 9, and recorded at reception number 2359414 in the Mesa County Public records, Colorado, lying South of the North line of a parcel of land as described in Book 4448, Page 794 in said Mesa County Public records, TOGETHER WITH;

ALL of that certain right of way granted by Mesa County Road petition in Road Book 1, Page 60, originally recorded at reception number 225 and re-recorded at reception number 2359464 in said Mesa County Public records, Colorado, lying South of the North line of a parcel of land as described in Book 4448, Page 794 in said Mesa County Public records.

Introduced for first reading on this 17th day of February, 2010

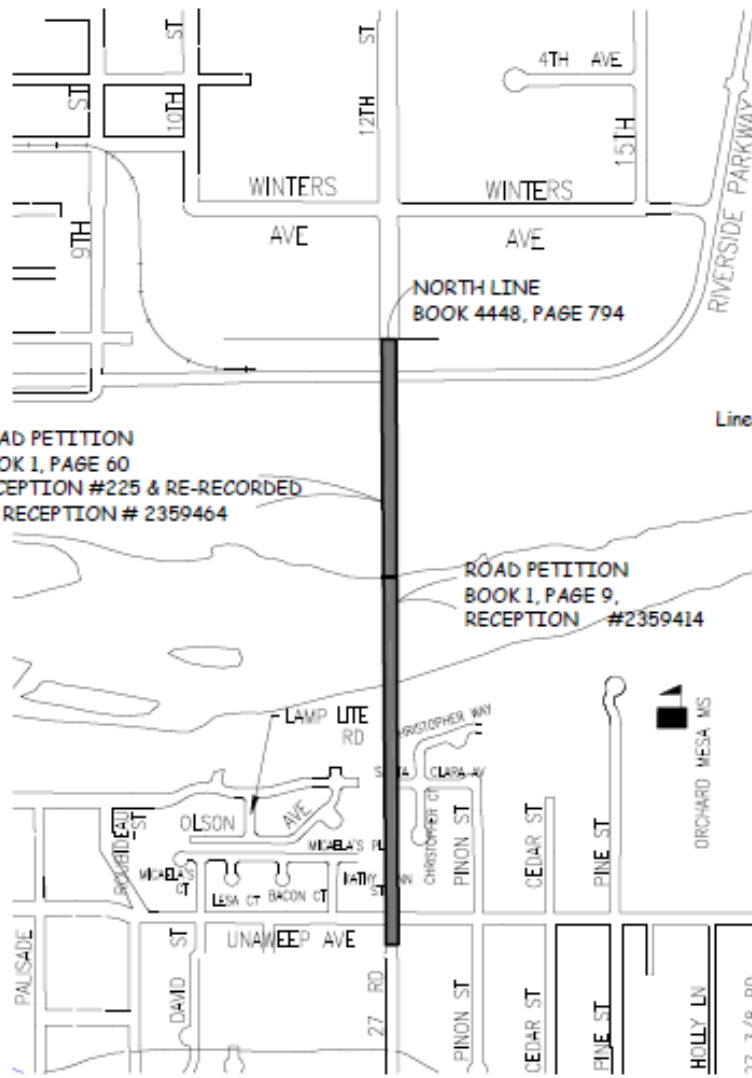
PASSED and ADOPTED this _____ day of _____, 2010.

ATTEST:

President of City Council

City Clerk

EXHIBIT "A"



ROAD PETITION
BOOK 1, PAGE 60
RECEPTION #225 & RE-RECORDED
AT RECEPTION # 2359464

NTS
Lineal Units = U.S. Survey Foot

ROAD PETITION
BOOK 1, PAGE 9,
RECEPTION #2359414

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



NOT A SURVEY

DRAWN BY: MS
DATE: 12/14/2008
SCALE: NTS
APPR. BY: STK

ROAD PETITION BOOK VACATION
BOOK 1, PAGE 9 & BOOK 1, PAGE 60
SECTIONS 23 AND 24
TOWNSHIP 1 SOUTH RANGE 1 WEST
UTE PRINCIPAL MERIDIAN



CITY OF GRAND JUNCTION

ORDINANCE NO.

**AN ORDINANCE VACATING RIGHT-OF-WAY FOR SOUTH 12TH STREET
LOCATED BETWEEN KIMBALL AVENUE AND THE COLORADO RIVER**

RECITALS:

A vacation of the dedicated right-of-way for has been requested by the adjoining property owners.

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

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

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

The following described dedicated right-of-way for is hereby vacated subject to the listed conditions:

1. Applicants shall pay all recording/documentary fees for the Vacation Ordinance.

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

A certain parcel of land lying in the East half (E 1/2) of Section 23 and the West half (W 1/2) of Section 24, Township One South, Range One West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

ALL of that certain 100.00 foot right of way as described in Book 1040, Page 594, Public records of Mesa County, Colorado.

Containing 2.478 acres, more or less, as described.

Introduced for first reading on this 17th day of February, 2010

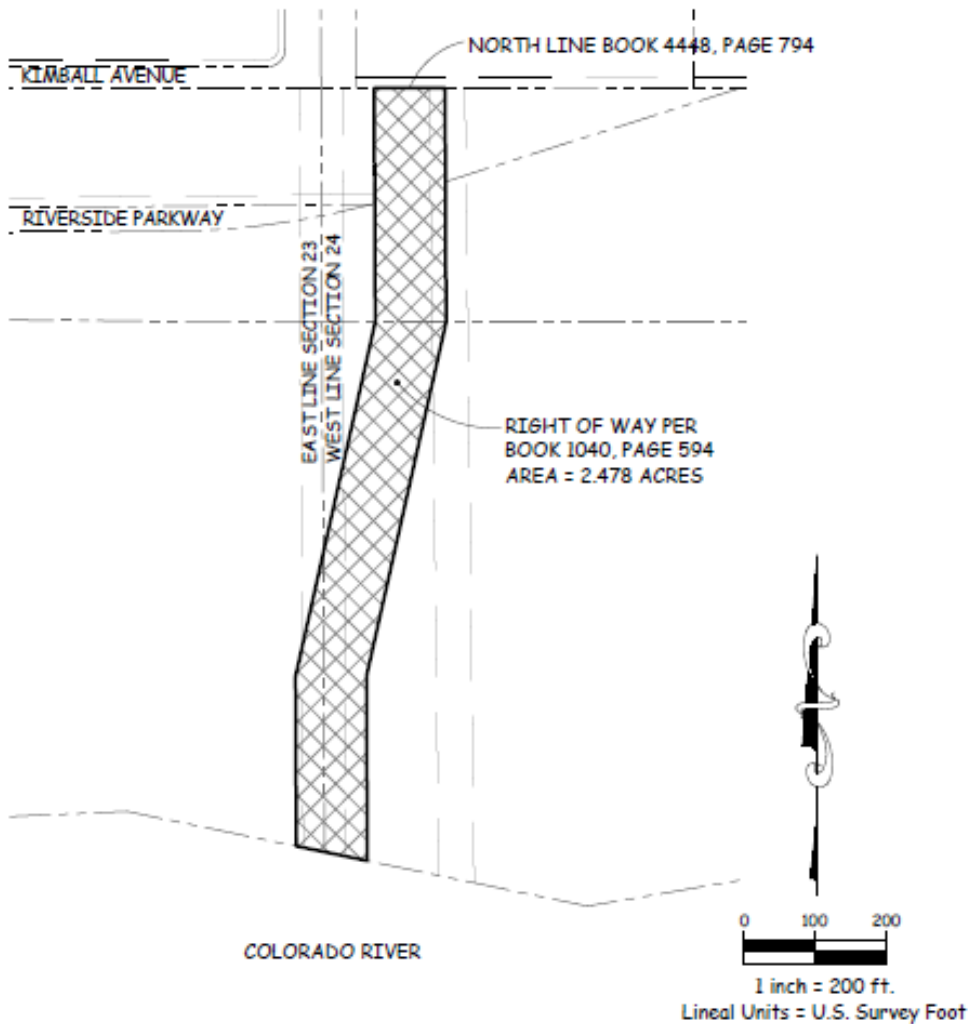
PASSED and ADOPTED this _____ day of _____, 2010.

ATTEST:

President of City Council

City Clerk

EXHIBIT "A"



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



DRAWN BY: MG
DATE: 12/14/2009
SCALE: 1" = 200'
APPR. BY: PTK

*RIGHT OF WAY VACATION
BOOK 1040, PAGE 594
SECTIONS 23 & 24
TOWNSHIP 1 SOUTH, RANGE 1 WEST
UTB PRINCIPAL MERIDIAN*

CITY OF
Grand Junction
COLORADO



Date: February 16, 2010

Author: Judith Rice

Title/ Phone Ext: Associate
Planner/4138

Proposed Schedule:

CITY COUNCIL AGENDA ITEM

Attach 11 **Public Hearing—Noland Avenue Right-of-Way** **Vacations**

Subject: Noland Avenue Right-of-Way Vacations - Located at Noland Avenue South of the Riverside Parkway
File #: VR-2009-225
Presenters Name & Title: Judith Rice, Associate Planner

Executive Summary:

This is a request by the City of Grand Junction to vacate three surplus right-of-way areas totaling 0.78 acres. These remnants have been rendered impractical as right-of-way because of the alignment of the Riverside Parkway through the area.

Vacation #1: Alley right-of-way located within Block One of the South Fifth Street Subdivision, north of Noland Avenue and south of the Riverside Parkway.

Vacation #2: A portion of right-of-way located within Lot 20 of the South Fifth Street Subdivision, north of Noland Avenue acquired for the Riverside Parkway in Book 3973, Pages 628-631.

Vacation #3: A portion of Noland Avenue right-of-way located between 5th Street and 7th Street south of the Riverside Parkway and an alley right-of-way within Block 2 of the South Fifth Street Subdivision between Struthers and the Riverside Parkway.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Policy B: Create opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

If vacated, these right-of-way remnants will be sold or leased by the City contributing to future growth and development in the lower downtown area.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Publication of the Ordinance.

Board or Committee Recommendation:

Planning Commission held a public hearing on January 26, 2010 and forwarded a recommendation of approval to City Council of the requested right-of-way vacations.

Background, Analysis and Options:

See attached Staff Report and Background Information.

Financial Impact/Budget:

Not applicable.

Legal issues:

None.

Other issues:

None.

Previously presented or discussed:

First Reading of the Ordinance was on February 1, 2010.

Attachments:

Background Information/Staff Report
Vacation Area Locations
Site Location Map
Aerial Photo Map
Future Land Use Map
Existing City Zoning Map
Vacation Ordinance #1
Vacation Ordinance #2
Vacation Ordinance #3

BACKGROUND INFORMATION				
Location:		Noland Avenue South of the Riverside Parkway Between 5 th Street and 7 th Street		
Applicants:		City of Grand Junction		
Existing Land Use:		Surplus Right-of-Way		
Proposed Land Use:		Commercial or Light Industrial		
Surrounding Land Use:	North	Riverside Parkway and VanGundy Salvage		
	South	Elam Construction and Undeveloped City Property		
	East	Riverside Parkway, Trade Shops, Retail Services		
	West	South 5 th Street and Jarvis Salvage		
Existing Zoning:		N/A		
Proposed Zoning:		C-2 (General Commercial) and I-1 (Light Industrial)		
Surrounding Zoning:	North	C-2 (General Commercial) and I-1 (Light Industrial)		
	South	C-2 (General Commercial) and I-1 (Light Industrial)		
	East	C-2 (General Commercial) and I-1 (Light Industrial)		
	West	C-2 (General Commercial)		
Growth Plan Designation:		N/A		
Zoning within density range?	X	Yes		No

ANALYSIS

1. Background

The alignment of the Riverside Parkway through the area of Noland Avenue and the South Fifth Street Subdivision created remnants of certain right-of ways rendering them impractical as right-of-way. If vacated, the three subject right-of-way remnants will be combined with adjacent properties to be sold or leased by the City.

If vacated, the remnants will acquire the existing zoning of the properties with which they are combined.

There have been no previous applications for vacation of these right-of-way remnants.

2. Section 2.11.C of the Zoning and Development Code

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

- g. The Growth Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City.*

The Vacation of the three remnant areas of right-of-way does not impact the Grand Valley Circulation Plan or policies adopted by the City of Grand Junction. Current traffic and street patterns in this area provide adequate circulation and connectivity. The Urban Trail Plan will not be affected by this vacation. Vacating the right-of-way will facilitate reduction of maintenance and generate revenue from the sale or lease.

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

No parcel will be landlocked as a result of the vacations. All parcels abutting these right-of-way remnants have other access to public streets.

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

Access will not be restricted to any parcel nor will any property affected by the proposed vacations be devalued.

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

The vacations will not cause any adverse impacts on the health, safety or welfare of the general community and the quality of public facilities. Services provided to any parcel of land will not be reduced if these right-of-way remnants are vacated.

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

Adequate public facilities and services will not be inhibited to any property. Appropriate multipurpose easements will be reserved and retained over the entire area of all the right-of-way remnants.

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

The City will benefit by the reduction in street maintenance and from the revenue generated from the sale or lease of these lands.

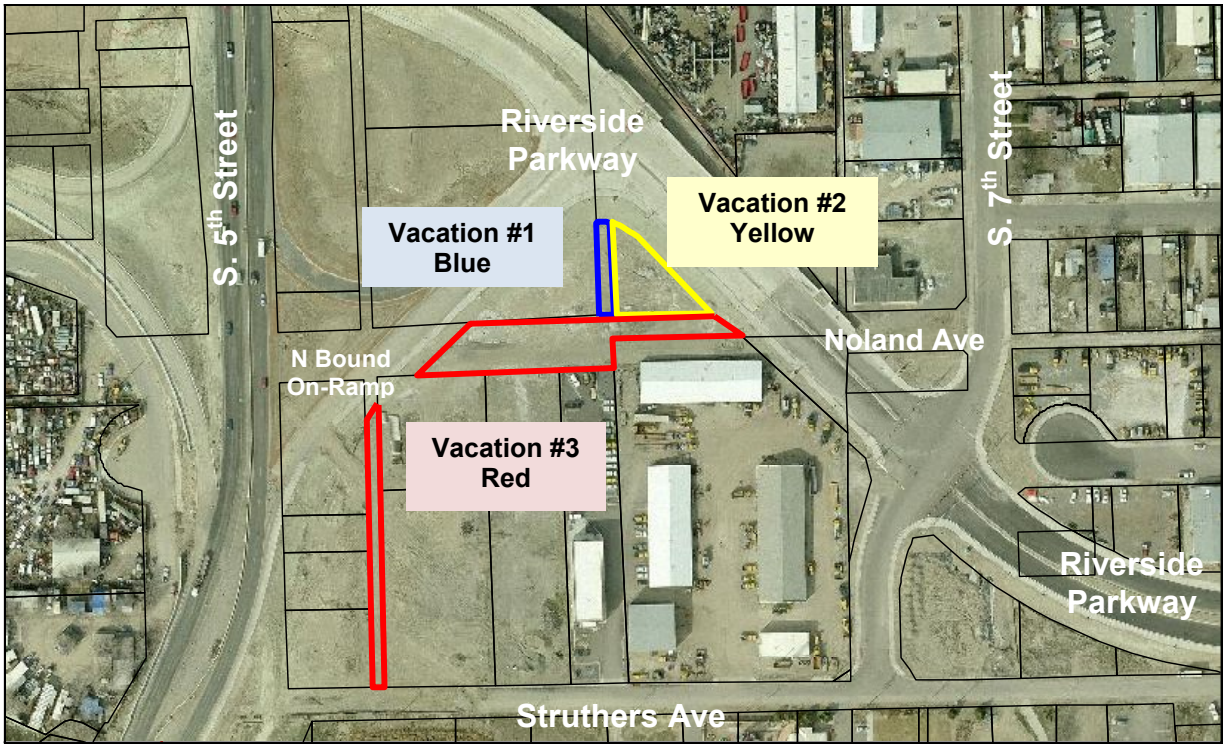
FINDINGS OF FACTS/CONCLUSION/CONDITION:

After reviewing the City of Grand Junction application, VR-2009-225 for the vacation of three areas of public right-of-way, the following finding of facts has been determined:

1. The requested Vacations are consistent with the goals and policies of the Growth Plan.
2. The review criteria in Section 2.11.C of the Zoning and Development Code have all been met.
3. The City shall reserve and retain a perpetual Multipurpose Easement on, along, over, under, through and across the entire area of the vacated rights-of-ways.

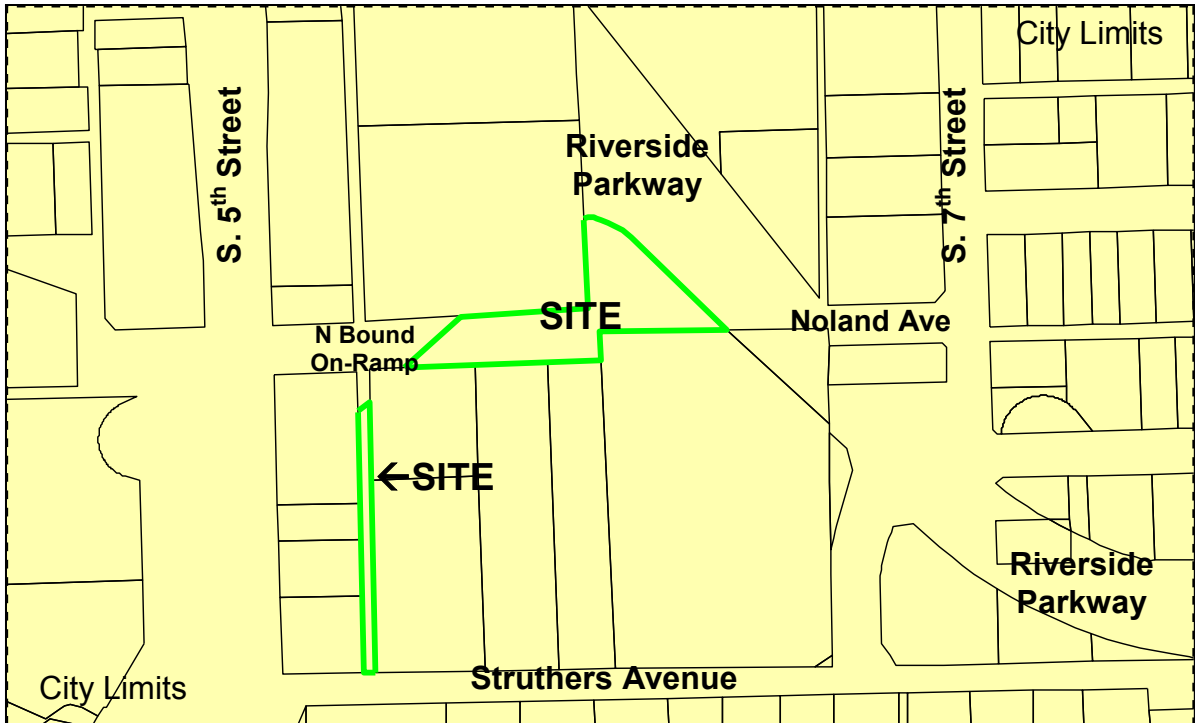
Vacation Area Locations

Figure 1



Site Location Map

Figure 2



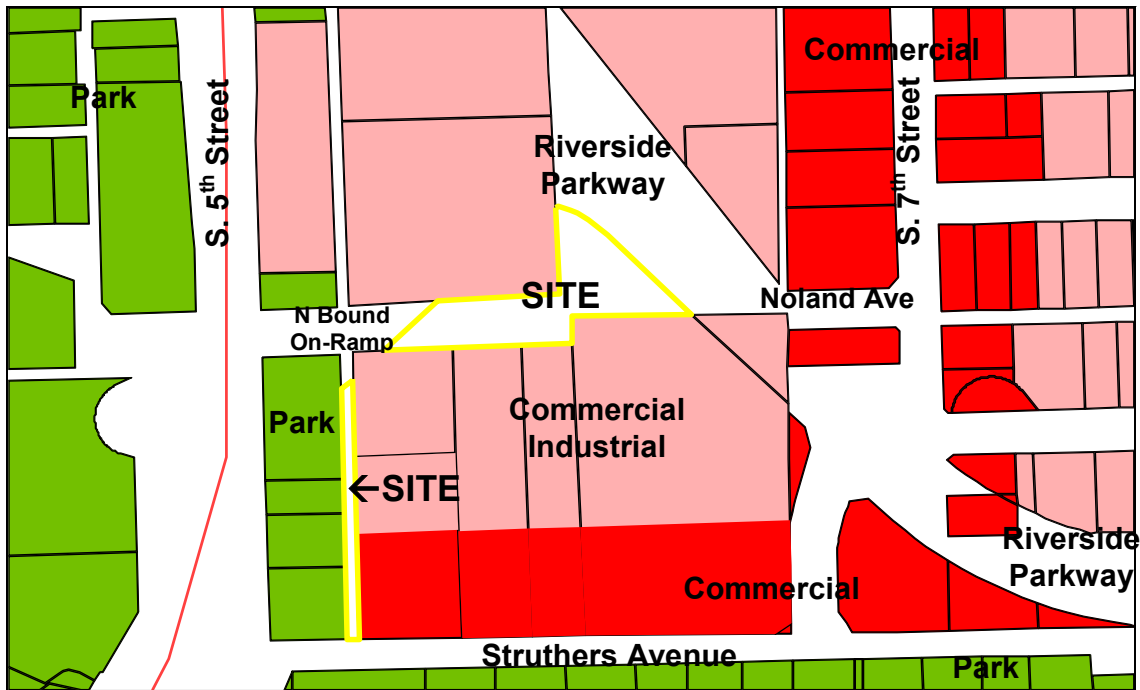
Aerial Photo Map

Figure 3



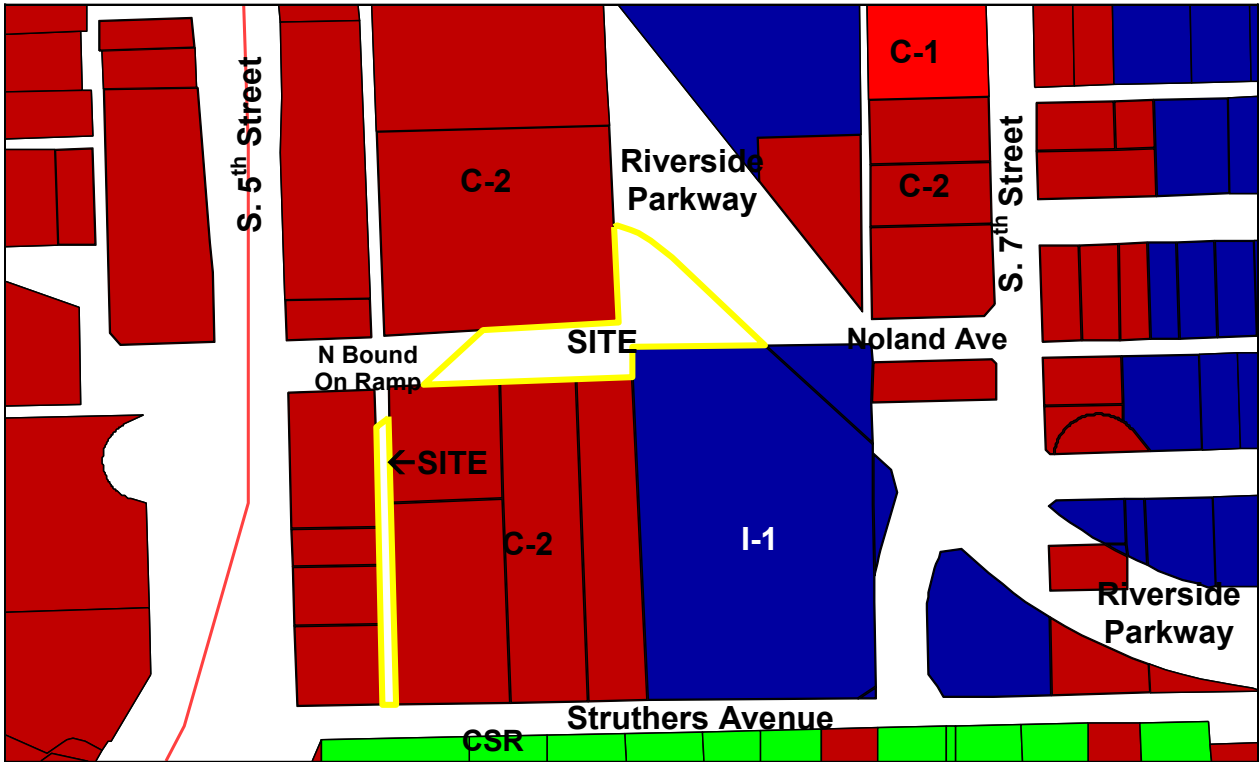
Future Land Use Map

Figure 4



Existing City Zoning Map

Figure 5



CITY OF GRAND JUNCTION

ORDINANCE NO.

AN ORDINANCE VACATING ALLEY RIGHT-OF-WAY LOCATED WITHIN BLOCK ONE OF THE SOUTH FIFTH STREET SUBDIVISION NORTH OF NOLAND AVENUE AND SOUTH OF THE RIVERSIDE PARKWAY

RECITALS:

A request to vacate an alley right-of-way located within Block One of the South Fifth Street Subdivision north of Noland Avenue and south of the Riverside Parkway, has been made by the City. The City shall reserve and retain a perpetual Multipurpose Easement on, along, over, under, through and across the entire area of the right-of-ways to be vacated.

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

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

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

The following described dedicated right-of-way for is hereby vacated subject to the listed conditions:

2. Applicants shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

Vacation # 1

A parcel of land lying in the Northwest Quarter (NW1/4) of Section 23, Township One South, Range One West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

ALL of that certain alley right of way, lying north of the line formed between the Southeast corner of Lot 19 and the southwest corner of Lot 20, Block 1, South Fifth Street Subdivision, as same is recorded in Plat Book 7, Page 19, Public records of Mesa County, Colorado, AND South of the following described curve:

Commencing at the Southeast Corner of said Lot 19, and considering the South line of said Lot 20 to bear N89°06'45"W, with all bearings herein relative thereto; thence N00°52'27"W, along the East line of said Lot 19, a distance of 108.75 feet to the POINT OF BEGINNING; thence 17.09 feet along the arc of a 50.00 foot radius curve, concave South, through a central angle of 19°34'53", and which chord bears N87°46'43"E a distance of 17.00 feet to the West line of said Lot 20.

Containing 1,861 square feet, more or less, as described.

Introduced for first reading on this 1st day of February, 2010.

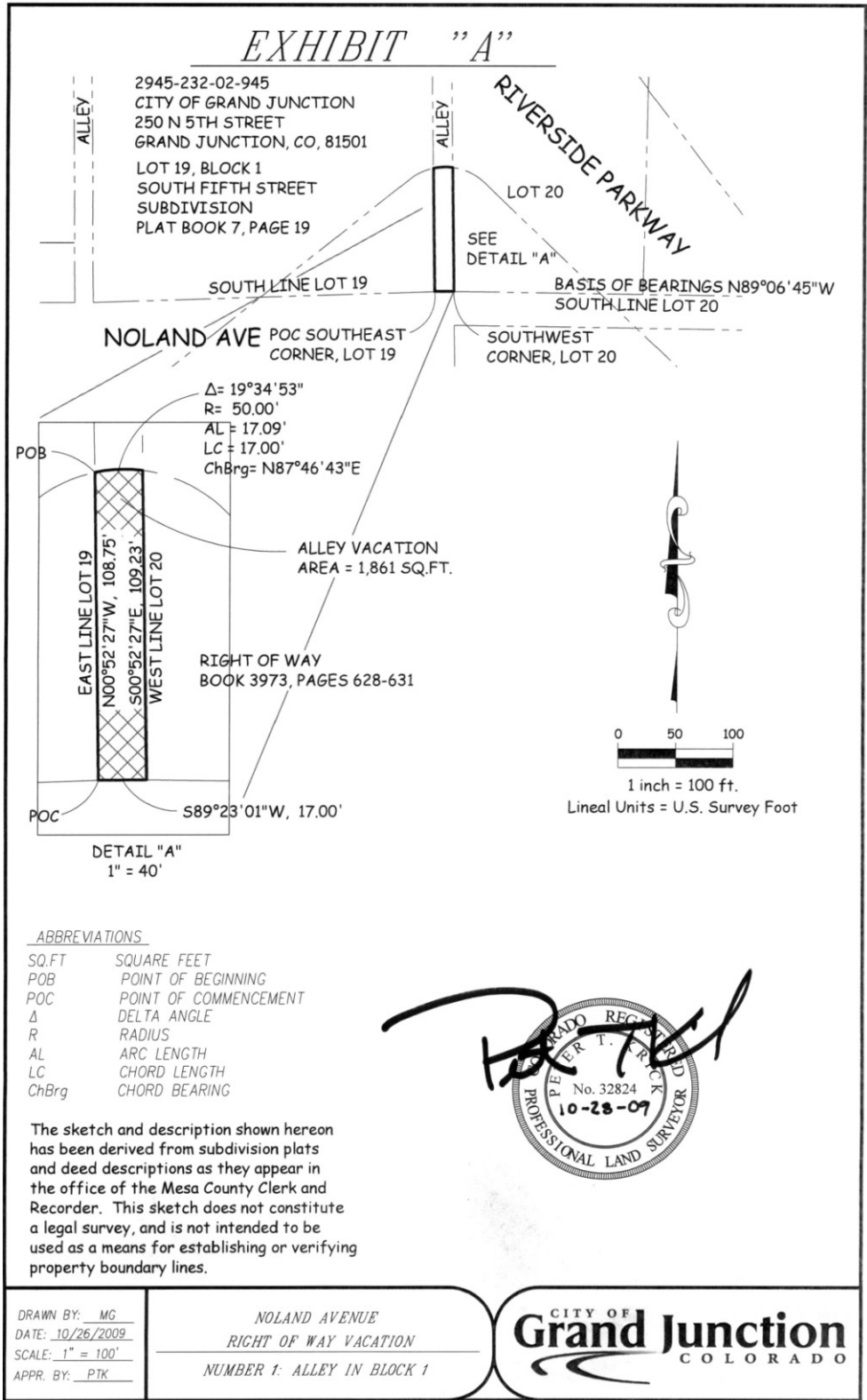
PASSED and ADOPTED this _____ day of _____, 2010.

ATTEST:

President of City Council

City Clerk

Vacation #1 Exhibit A



CITY OF GRAND JUNCTION

ORDINANCE NO.

**AN ORDINANCE VACATING RIGHT-OF-WAY
LOCATED WITHIN LOT 20 OF THE SOUTH FIFTH STREET SUBDIVISION
NORTH OF NOLAND AVENUE ACQUIRED FOR THE RIVERSIDE PARKWAY IN
BOOK 3973, PAGES 628-631**

RECITALS:

A request to vacate a portion of right-of-way located within Lot 20 of the South Fifth Street Subdivision, north of Noland Avenue acquired for the Riverside Parkway in Book 3973, Pages 628-631, has been made by the City. The City shall reserve and retain a perpetual Multipurpose Easement on, along, over, under, through and across the entire area of the right-of-ways to be vacated.

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

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

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

The following described dedicated right-of-way for is hereby vacated subject to the listed conditions:

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

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

Vacation # 2

A parcel of land lying in the Northwest Quarter (NW1/4) of Section 23, Township One South, Range One West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

A portion of that certain right of way, as described in Book 3973, Pages 628-631, as same is recorded in the Public records of Mesa County, Colorado, being that portion of said right of way within Lot 20, Block 1, South Fifth Street Subdivision, recorded in Plat Book 7, Page 19 in said Public records, lying south and west of the following described line:

Commencing at the Southwest corner of Lot 20, Block 1, South Fifth Street Subdivision, and considering the South line of said Lot 20 to bear N89°06'45"W, with all bearings herein relative thereto; thence N00°52'27"W, along the West line of said Lot 20, a distance of 109.23 feet to the POINT OF BEGINNING; thence 31.71 feet along the arc of a 50.00 foot radius curve, concave southwest, through a central angle of 36°20'05", and which chord bears S64°15'49"E a distance of 31.18 feet to a point of tangency; thence S46°05'46"E a distance of 140.83 feet to the South line of said Lot 20.

Containing 7,718 square feet, more or less, as described.

Introduced for first reading on this 1st day of February, 2010.

PASSED and ADOPTED this _____ day of _____, 2010.

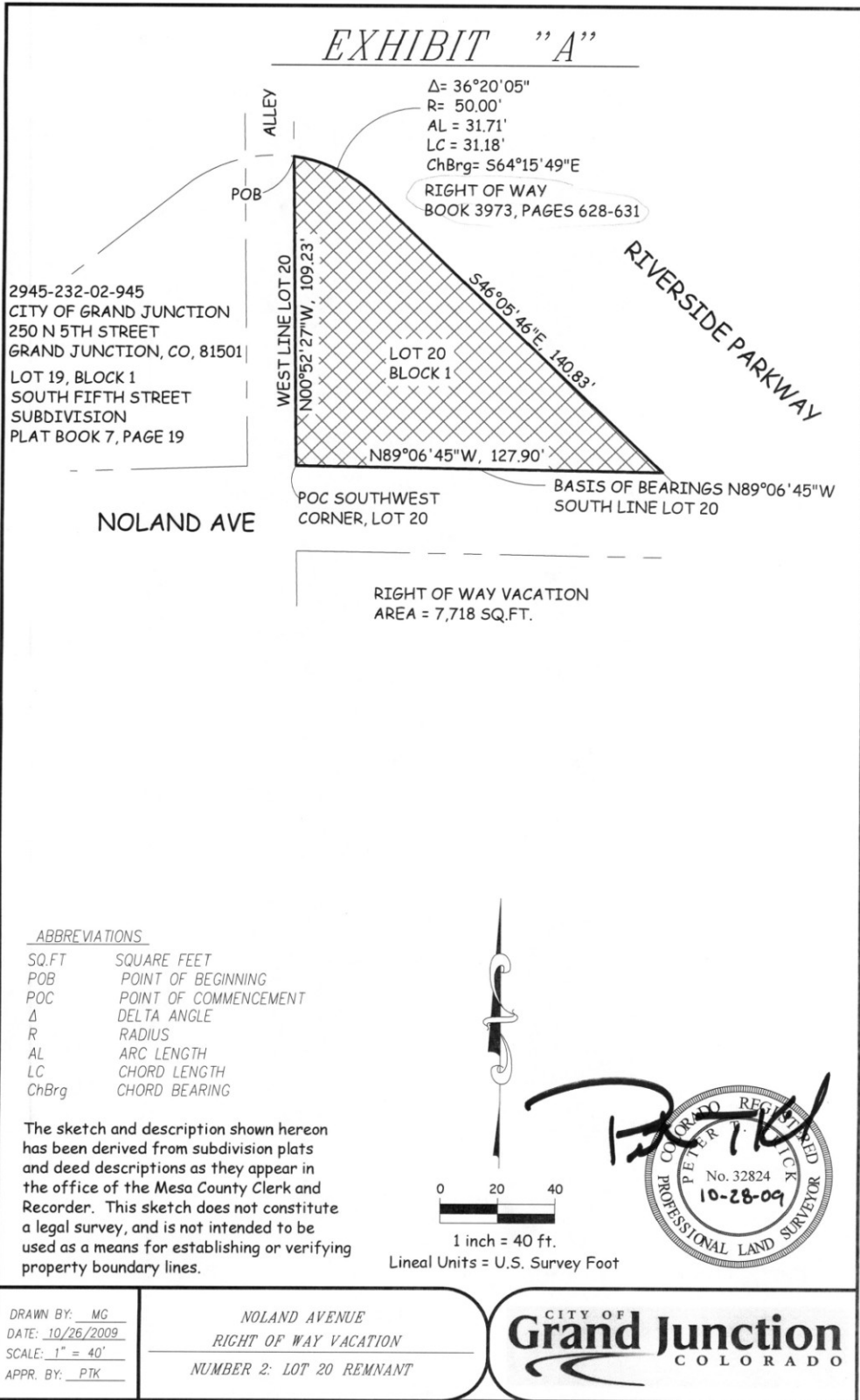
ATTEST:

President of City Council

City Clerk

Vacation #2 Exhibit A

EXHIBIT "A"



2945-232-02-945
 CITY OF GRAND JUNCTION
 250 N 5TH STREET
 GRAND JUNCTION, CO, 81501
 LOT 19, BLOCK 1
 SOUTH FIFTH STREET
 SUBDIVISION
 PLAT BOOK 7, PAGE 19

$\Delta = 36^{\circ}20'05''$
 $R = 50.00'$
 $AL = 31.71'$
 $LC = 31.18'$
 $ChBrg = S64^{\circ}15'49''E$
 RIGHT OF WAY
 BOOK 3973, PAGES 628-631

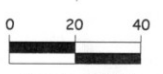
NOLAND AVE

RIGHT OF WAY VACATION
 AREA = 7,718 SQ.FT.

ABBREVIATIONS

SQ.FT	SQUARE FEET
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
Δ	DELTA ANGLE
R	RADIUS
AL	ARC LENGTH
LC	CHORD LENGTH
ChBrg	CHORD BEARING

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



1 inch = 40 ft.
 Lineal Units = U.S. Survey Foot



DRAWN BY: MG
 DATE: 10/26/2009
 SCALE: 1" = 40'
 APPR. BY: PTK

NOLAND AVENUE
 RIGHT OF WAY VACATION
 NUMBER 2: LOT 20 REMNANT



CITY OF GRAND JUNCTION

ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF THE NOLAND AVENUE RIGHT-OF-WAY LOCATED BETWEEN 5TH STREET AND 7TH STREET SOUTH OF THE RIVERSIDE PARKWAY AND AN ALLEY RIGHT-OF-WAY LOCATED WITHIN BLOCK 2 OF THE SOUTH FIFTH STREET SUBDIVISION BETWEEN STRUTHERS AND THE RIVERSIDE PARKWAY

RECITALS:

A request to vacate a portion of Noland Avenue right-of-way located between 5th Street and 7th Street south of the Riverside Parkway and an alley right-of-way within Block 2 of the South Fifth Street Subdivision between Struthers and the Riverside Parkway, has been made by the City. The City shall reserve and retain a perpetual Multipurpose Easement on, along, over, under, through and across the entire area of the right-of-ways to be vacated.

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

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

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

The following described dedicated right-of-way for is hereby vacated subject to the listed conditions:

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

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

Vacation # 3

Two parcels of land lying in the Northwest Quarter (NW1/4) of Section 23, Township One South, Range One West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

That portion of Noland Avenue right of way, as depicted in the South Fifth Street Subdivision, recorded in Plat Book 7, Page 19 in the Public records of the Mesa County Clerk and Recorder, lying east of the following described line:

Commencing at the Northwest corner of Lot 14, Block 2, said South Fifth Street Subdivision, and considering the North line of said Lot 14 to bear N89°18'40"E, with all bearings herein relative thereto, thence N89°18'40"E, along the North line of said Lot 14, a distance of 58.65 feet to the POINT OF BEGINNING; thence N51°29'00"E a distance of 108.74 feet to the North line of said Noland Avenue, AND west of the following described line:

Commencing at the Southwest corner of Lot 20, Block 1, said South Fifth Street Subdivision; thence S89°06'45"E, along the South line of said Lot 20, a distance of 127.90 feet to the POINT OF BEGINNING; thence S46°05'46"E a distance of 43.97 feet to the South line of said Noland Avenue, TOGETHER WITH

That portion of that sixteen foot wide alley right of way within Block 2 said South Fifth Street Subdivision, lying North of the North line of Struthers Avenue as extended between Lot 5 and lot 6, said Block 2, and South of the following described curve; Commencing at the Northwest corner of Lot 14, Block 2, said South Fifth Street Subdivision; thence S00°14'02"W, along the West line of said Lot 14, a distance of 51.44 feet to the POINT OF BEGINNING; thence 24.27 feet along the arc of a 400.00 foot radius curve, concave Southeast, through a central angle of 03°28'35" and which chord bears S41°29'10"W a distance of 24.27 feet to the west line of said alley right of way.

Containing 24,395 square feet, or 0.560 acres, more or less, as described.

Introduced for first reading on this 1st day of February, 2010.

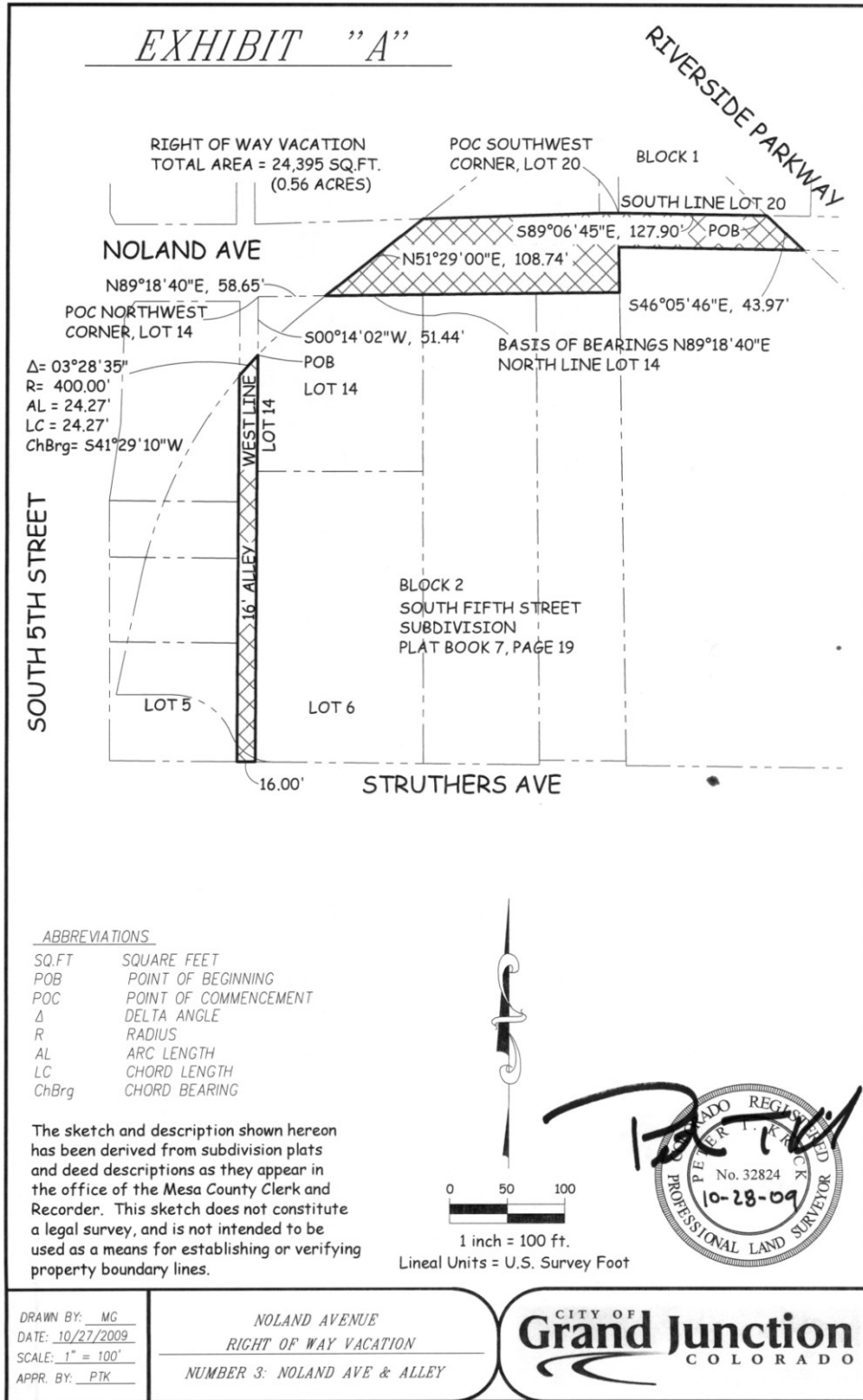
PASSED and ADOPTED this _____ day of _____, 2010.

ATTEST:

President of City Council

City Clerk

Vacation #3 Exhibit A





Date: Feb 1, 2010

Author: Michelle Hoshide

Title/ Phone Ext: Associate
Planner / 4043

Proposed Schedule: February 1,
2010

CITY COUNCIL AGENDA ITEM

Attach 12
Public Hearing—TNG Rezone

Subject: TNG Rezone - Located at 29 Road and G Road
File #: RZ-2008-378
Presenters Name & Title: Michelle Hoshide, Associate Planner

Executive Summary:

Request to rezone 2.63 acres, from an R-5 (Residential 5 units/acre) to a C-1(Light Commercial) zone district.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 12: Being a regional provider of goods and services the City and County will sustain develop and enhance a healthy, diverse economy.

The rezoning of the property located at 29 Road and G Road will allow the growth of the commercial area of our city by creating more commercially zoned properties.

Action Requested/Recommendation:

Hold a Public Hearing and Consider final Passage and Publication of the Ordinance.

Board or Committee Recommendation:

On December 8, 2009, Planning Commission forwarded a recommendation of approval for the request to rezone the property from an R-5 (Residential 5 units/acre) zone district to a C-1 (Light Commercial) zone district finding that the request is consistent with the purpose and intent of the Growth Plan and Section 2.6.A of the Zoning and Development Code.

Background, Analysis and Options: See attached

Financial Impact/Budget: N/A

Legal issues: None

Other issues: None

Previously presented or discussed: No previously presented discussions.

Attachments:

Site Location Map/ Aerial Photo Map
Future Land Use Map/ Existing City Zoning Map
Ordinance

BACKGROUND INFORMATION				
Location:		29 Road and G Road		
Applicants:		Owner: 29 Road and G Road LLC Representative: TurnKey Consulting LLC.		
Existing Land Use:		Vacant		
Proposed Land Use:		Light Commercial		
Surrounding Land Use:	North	Vacant		
	South	Vacant		
	East	Vacant		
	West	Vacant		
Existing Zoning:		R-5 (Residential 5 units per acre)		
Proposed Zoning:		C-1 (Light Commercial)		
Surrounding Zoning:	North	PD (Planned Development)		
	South	R-5 (Residential 5 units per acre)		
	East	R-5 (Residential 5 units per acre)		
	West	PD (Planned Development)		
Growth Plan Designation:		Commercial		
Zoning within density range?		X	Yes	No

1. Background:

On September 29, 2009 the TNG Subdivision Simple Subdivision was recorded creating two lots. The original property, of 25.5 acres, located at 29 Road and G Road, was split by the Highline Canal, G Road and 29 Road. The northern lot of 2.63 acres was created by the pre-existing boundaries that split the property. The property owner has proposed the rezone to allow the northern property to meet the Future Growth Plan designation of Commercial.

2. Rezone Criteria of the Zoning and Development Code:

In order to maintain internal consistency between the Code and the Zoning Maps, map amendments and rezones must demonstrate conformance with criteria one or all criteria two through six for approval:

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

The existing zoning was in error at the time of adoption. Originally, the property was part of a parcel with a Future Growth designation of Residential Medium and Commercial. The practice at the time was to zone the parcel the predominant zone district. Therefore, the entire property was zoned R-5 (Residential 5 units/acres) to satisfy the Residential Medium designation.

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

The Future Land Use Map has designated this property and the properties to the north and west as Commercial.

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

The proposed rezone furthers the goals and policies of the Growth Plan. The Future Land Use Map has designated this property and the properties to the north and west as Commercial. This corridor is proposed to be a principal arterial. A commercial zoning would allow the lot to be fully utilized by providing amenities to the surrounding existing and future residential developments.

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

Public facilities and services do not currently exist. The closest water main is provided to the east by Ute water with a 2" line. Upon development of this land public services would be required to be installed.

5. *There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs.*

There is an inadequate supply of C-1 (Light Commercial) zoned land available in the area surrounding the 29 Road and G Road property. All surrounding properties to the north and west are zoned PD (Planned Development) with a Future Growth Plan designation of Commercial. All the property to the south and east

are zoned R-5 (Residential 5 units/acre) with a Future Growth Plan designation of Residential Medium.

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

The rezone will allow the property to develop according to the Future Land Use Map as Commercial and allow the lot to be fully utilized by providing potential amenities to the surrounding existing and future residential developments.

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

- a. R-5 (Residential 5 units/acre)
- b. C-1 (Light Commercial)
- c. C-2 (General Commercial)

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

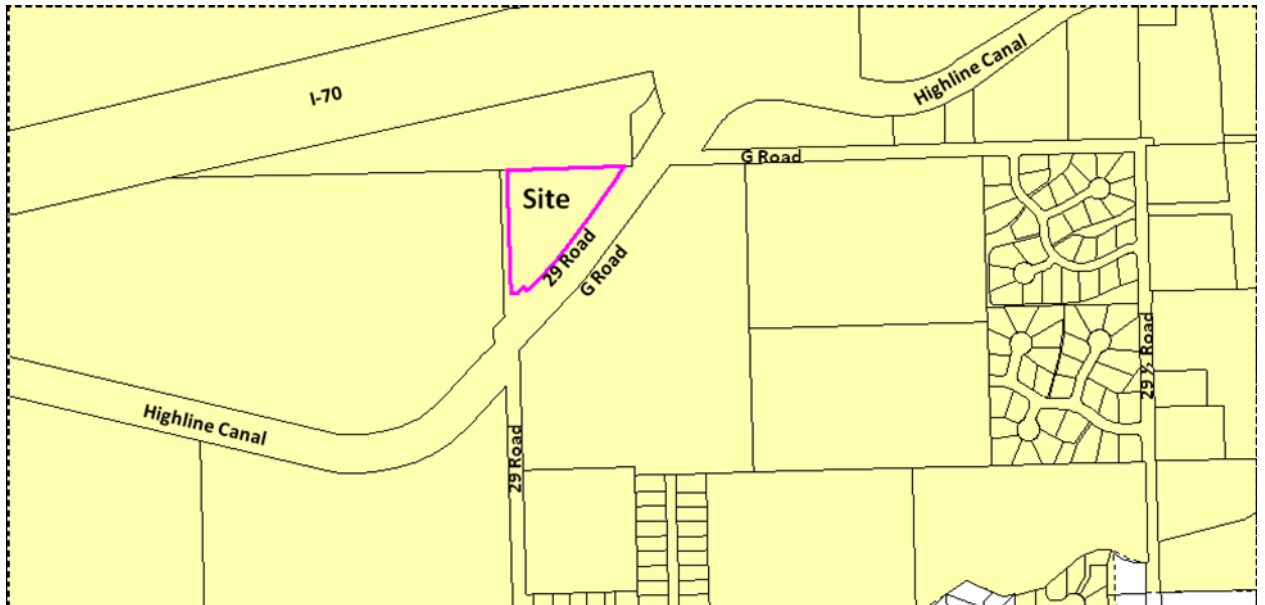
STAFF RECOMMENDATION:

Staff recommends that the Planning Commission forward a recommendation of approval of the requested rezone to City Council with the findings and conclusions listed above.

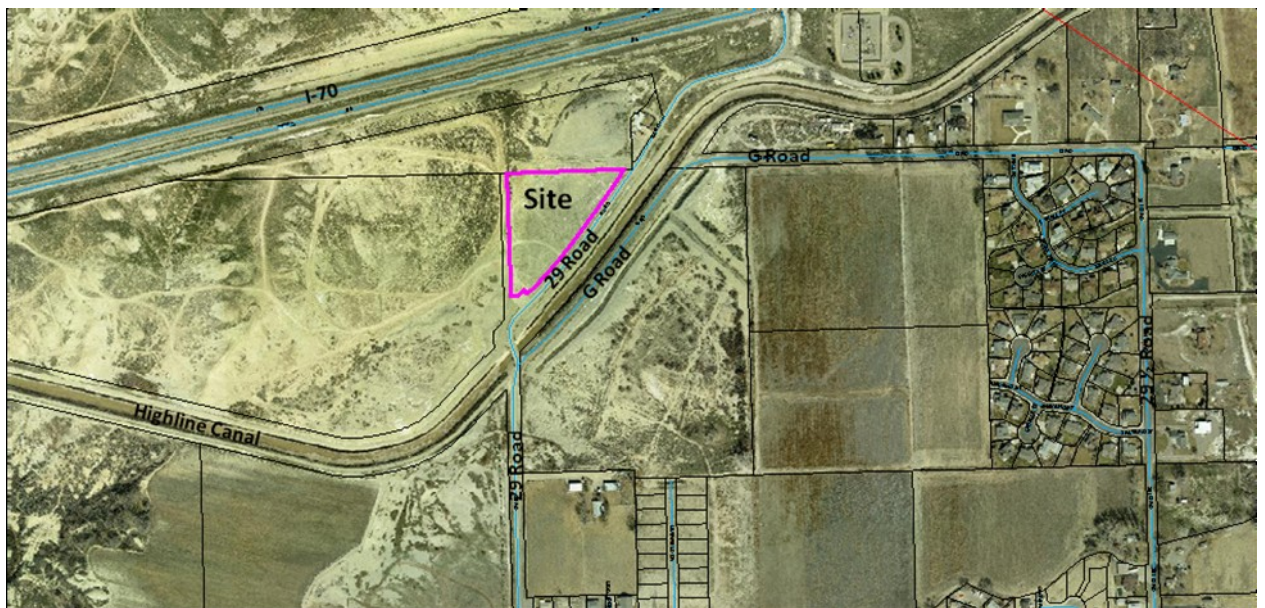
RECOMMENDED PLANNING COMMISSION MOTION:

Mr. Chairman, on the TNG Subdivision Rezone, RZ-2008-378, staff moves we forward a recommendation of approval to City Council on the request to rezone from R-5 (Residential 5 units/acre) zone district to C-1 (Light Commercial) zone district, with the findings and conclusions listed in the staff report.

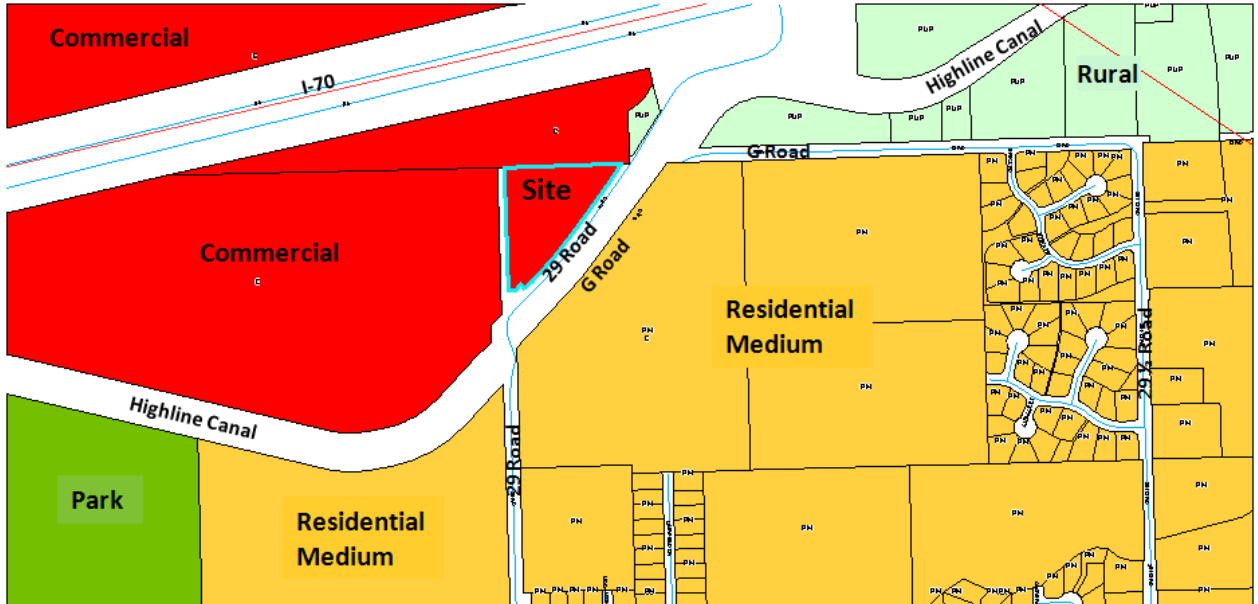
Site Location Map



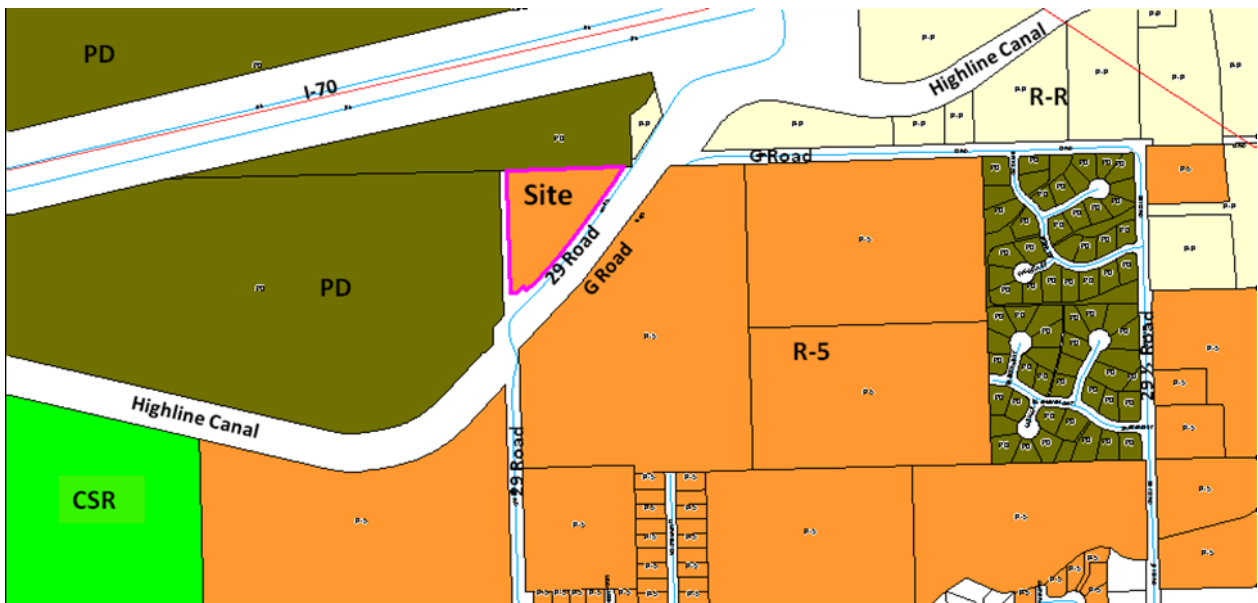
Aerial Photo Map



Future Land Use Map



Existing City Zoning Map



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING ONE PARCEL OF LAND FROM
R-5 (RESIDENTIAL 5 UNITS PER ACRE) TO C-1 (LIGHT COMMERCIAL)**

LOCATED AT 29 ROAD AND G ROAD (TNG REZONE)

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the rezone request from R-5 (Residential 5 units per acres) to C-1 (Light Commercial).

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

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL DESCRIBED BELOW IS HEREBY ZONED TO THE C-1 (LIGHT COMMERCIAL) ZONE DISTRICT:

Lot 1 in the TNG Subdivision, located in NW 1/4 NW 1/4 Section 5, T1S, R1E, Ute P.M. City of Grand Junction, County of Mesa, State of Colorado

Introduced on first reading on the 1st day of February, 2010.

PASSED and ADOPTED on second reading this _____ day of _____, 2010.

President of the Council

Attest:

City Clerk



Date: February 19, 2010
 Author: Scott D. Peterson
 Title/ Phone Ext: Senior Planner/1447
 Proposed Schedule: First Reading: February 17, 2010
 2nd Reading: March 1, 2010

CITY COUNCIL AGENDA ITEM

Attach 13
Public Hearing—Rimrock Landing Apartment
Community Rezone

Subject: Rimrock Landing Apartment Community Rezone - Located at 665 and 667 24 ½ Road
File #: GPA-2009-232
Presenters Name & Title: Scott D. Peterson, Senior Planner

Executive Summary:

Request to rezone 14.6 +/- acres located at 665 and 667 24 ½ Road from R-12, (Residential – 12 du/ac) to R-24, (Residential – 24 du/ac).

How this item relates to the Comprehensive Plan Goals and Policies:

The proposed rezone will provide a broader mix of housing types within the community to meet the needs of a variety of incomes, family types and life stages and creates ordered and balanced growth throughout the community. The proposed request meets with Goals 3 and 5 of the proposed Comprehensive Plan.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage and Publication of the Ordinance.

Board or Committee Recommendation:

The Planning Commission recommended approval of the request at their February 9, 2010 meeting, finding that the proposed rezone is consistent with the purpose and intent of the Growth Plan and Section 2.6 A. of the Zoning and Development Code.

Background, Analysis and Options:

See attached Staff Report.

Financial Impact/Budget:

N/A.

Legal issues:

None.

Other issues:

None.

Previously presented or discussed:

On February 1, 2010, the City Council approved a Growth Plan Amendment to change the Future Land Use Map from Residential Medium High (8 – 12 du/ac) to Residential High (12+ du/ac) for this property.

First Reading of this Rezone request was introduced on February 17, 2010.

Attachments:

Site Location Map / Aerial Photo Map
Future Land Use Map / Existing City Zoning
Proposed Ordinance

BACKGROUND INFORMATION				
Location:		665 & 667 24 ½ Road		
Applicants:		Rowley Family Trust and 24 ½ Road Development LLC, Property Owners Scenic Development, Inc., Developer/Representative		
Existing Land Use:		Single-family residential on each property		
Proposed Land Use:		Up to 276 multi-family dwelling units (apartments)		
Surrounding Land Use:	North	Vacant land		
	South	Single-family residential		
	East	Single-family detached and attached dwelling units (Brookwillow Village)		
	West	Vacant land		
Existing Zoning:		R-12, (Residential – 12 du/ac)		
Proposed Zoning:		R-24, (Residential – 24 du/ac)		
Surrounding Zoning:	North	R-12 (Residential – 12 du/ac)		
	South	R-12, (Residential – 12 du/ac)		
	East	PD, (Planned Development (9+/- du/ac))		
	West	M-U, (Mixed Use)		
Growth Plan Designation:		Residential High (12+ du/ac)		
Zoning within density range?		X	Yes	No

Background:

The two properties that are the subjects of this rezone application are located on the west side of 24 ½ Road between Patterson Road and G Road. A single-family detached residence and associated accessory buildings are currently located on each parcel. The applicants are proposing to remove the existing single-family residence located at 667 24 ½ Road and develop both properties as a multi-family residential apartment community of up to 276 units. Total acreage for the parcels requesting the rezone is 14.6 +/- acres.

On February 1, 2010 the City Council approved a Growth Plan Amendment to change the Future Land Use Map from Residential Medium High (8 - 12 du/ac) to Residential High (12+ du/ac) for these properties. The applicant is now requesting that the City

approve the corresponding zoning application to bring this property into compliance with the Future Land Use Map designation of Residential High (12+ du/ac).

The applicants are aware that the proposed Comprehensive Plan is to be adopted in early 2010. That plan proposes to change the current designation of this area to Urban Residential Mixed Use (24+ du/ac). Therefore, the applicant's are not requesting that the City approve a rezone that would be inconsistent with the proposed Comprehensive Plan. The applicant's are simply requesting early consideration in order to commence development of their project at the earliest possible date.

Consistency with the Growth Plan:

The Growth Plan Future Land Use Map designates this property as Residential High (12+ du/ac). The requested zone district of R-24, (Residential – 24 du/ac) implements the Residential High (12+ du/ac) land use classification of the Growth Plan. The rezone is also consistent with the following Goals and Policies of the Growth Plan:

Goal 1 from the Growth Plan is; “to achieve a balance of open space, agricultural, residential and non-residential land use opportunities that reflects the residents’ respect for the natural environment, the integrity of the community’s neighborhoods, the economic needs of the residents and business owners, the rights of private property owners and the needs of the urbanizing community as a whole.”

Goal 5 from the Growth Plan is; “to ensure that urban growth and development make efficient use of investments in streets, utilities and other public facilities.”

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

Goal 10 from the Growth Plan is; “to retain valued characteristics of different neighborhoods within the community.”

Policy 10.2 states that; “the City and County will consider the needs of the community at large and the needs of individual neighborhoods when making development decisions.”

Goal 11 from the Growth Plan is; “To promote stable neighborhoods and land use compatibility throughout the community.”

Policy 11.3 states that; “the City and County may permit the development of multi-family units in all residential categories.....and achieves community goals for land use compatibility, housing affordability and open space preservation.”

Goal 15 from the Growth Plan is; *“to achieve a mix of compatible housing types and densities dispersed throughout the community.”*

Policy 15.3 states that; *“prior to any future plan amendments, the City and County will ensure that the Future Land Use Map designates sufficient land in appropriate locations to accommodate anticipated demand for each residential land use category for the next ten years.”*

Goal 16 from the Growth Plan is; *“to promote adequate affordable housing opportunities dispersed throughout the community.”*

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: There was no error at the time of the adoption of the 1996 Growth Plan. The properties contained single-family residences and there is no other indication that an error was made in originally designating the property R-12, (Residential - 12 du/ac). However, the City has recently changed the Growth Plan designation for this property to Residential High (12+ du/ac); therefore the applicant is now requesting a zoning designation that matches and coincides with the approved Growth Plan Future Land Use Map.

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

Response: The commercial properties around Mesa Mall and Patterson Road have developed consistently with the current Future Land Use Map. To the north and east of the mall area, the Growth Plan identifies this area as Residential Medium High (8 – 12 du/ac) which is consistent with the Brookwillow Village development immediately to the east (approved for 277 dwelling units on 30 +/- acres – overall density of 9+/- du/ac).

What is lacking in the development pattern is a land use designation that would transition from the potential commercial land uses to the existing residential density of Brookwillow Village and anticipated future single-family residential development on the east side of 24 ½ Road. The proposed rezone and anticipated adoption of the Comprehensive Plan would provide a transitional land use designation in the area west of 24 ½ Road. The proposed Comprehensive Plan has identified this area to be Urban Residential Mixed Use (24+ du/ac). This area is also appropriate for additional residential density due to the close proximity to retail, parks and transportation facilities. Furthermore this area includes large parcels of land that could easily be subdivided and redeveloped

further. Therefore, there has been a change of character in the neighborhood due to new growth/trends and the need for development transitions.

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

Response: The proposed Comprehensive Plan has identified this area for an increase in residential density from the current eight to twelve dwelling units an acre to twenty-four or more dwelling units per acre. Therefore, the applicants' are requesting a change of zone that is consistent with the proposed Comprehensive Plan. The majority of parcels located on the west side of 24 ½ Road are large parcels that contain only single-family residences with an existing zoning of R-12, (Residential – 12 du/ac). From an overall planning perspective, this area is an appropriate place for additional residential density increases and redevelopment due to the close proximity to retail, parks and transportation facilities and also provides a transitional area between commercial and adjacent single-family residential land uses to the east. Therefore, the proposed rezone is compatible with the neighborhood and conforms to and furthers the goals and policies of the Growth 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;

Response: Existing and proposed public infrastructure and community facilities are adequate to serve the proposed multi-family residential development. Sufficient access is currently available from 24 ½ Road. With the proposed submittal of a Site Plan and a Simple Subdivision, additional right-of-way for F ¾ Road would be dedicated along the northern half of the property which could also provide access to the site. The properties are also close to transportation facilities, public parks (Canyon View Park), shopping and entertainment amenities around Mesa Mall, Patterson Road and 24 Road.

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

Response: An inadequate supply of suitably designated land is currently available in the community to accommodate the proposed land use. When looking at the current Future Land Use Map, there is only one R-24, designated land area in this part of the City (Foresight Village Apartments). In the area bounded by 23 Road to the west, 26 Road to the east, Patterson Road on the south and Interstate 70 on the north, there are only two (2) areas that are designated as Residential High (12+ du/ac) and they are both currently developed – Sundance Village and Foresight Village Apartments. Any new

multi-family development greater than 12 dwelling units an acre would be required to obtain a Growth Plan Amendment and rezone in order to develop.

6. The community will benefit from the proposed zone.

Response: The community and area will benefit from the proposed rezone because the City is in need of higher density developments, such as the one that would be proposed for this site, to meet the various housing needs of the community. This proposed rezone will would go towards meeting this need in the community.

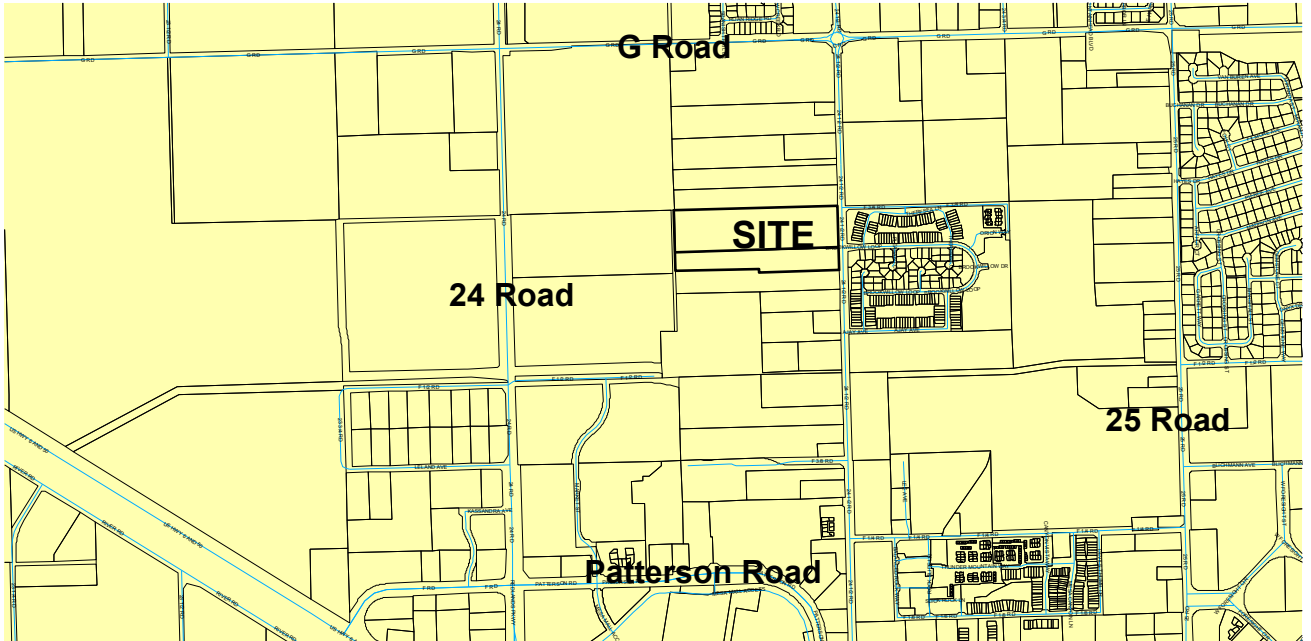
Alternatives: In addition to the zoning that the petitioners have requested, the following zone districts would also be consistent with the Growth Plan designation for the subject properties.

- d. Existing - R-12 (Residential – 12 du/ac)
- e. R-16, (Residential – 16 du/ac)
- f. R-O, (Residential Office)
- g. B-1, (Neighborhood Business)

The Planning Commission recommends a R-24 zone designation and does not recommend R-12, R-16, R-O, or B-1. If the City Council chooses to approve one of the alternative zone designations, specific alternative findings must be made as to why the City Council is approving an alternative zone designation to the City Council.

Site Location Map

Figure 1



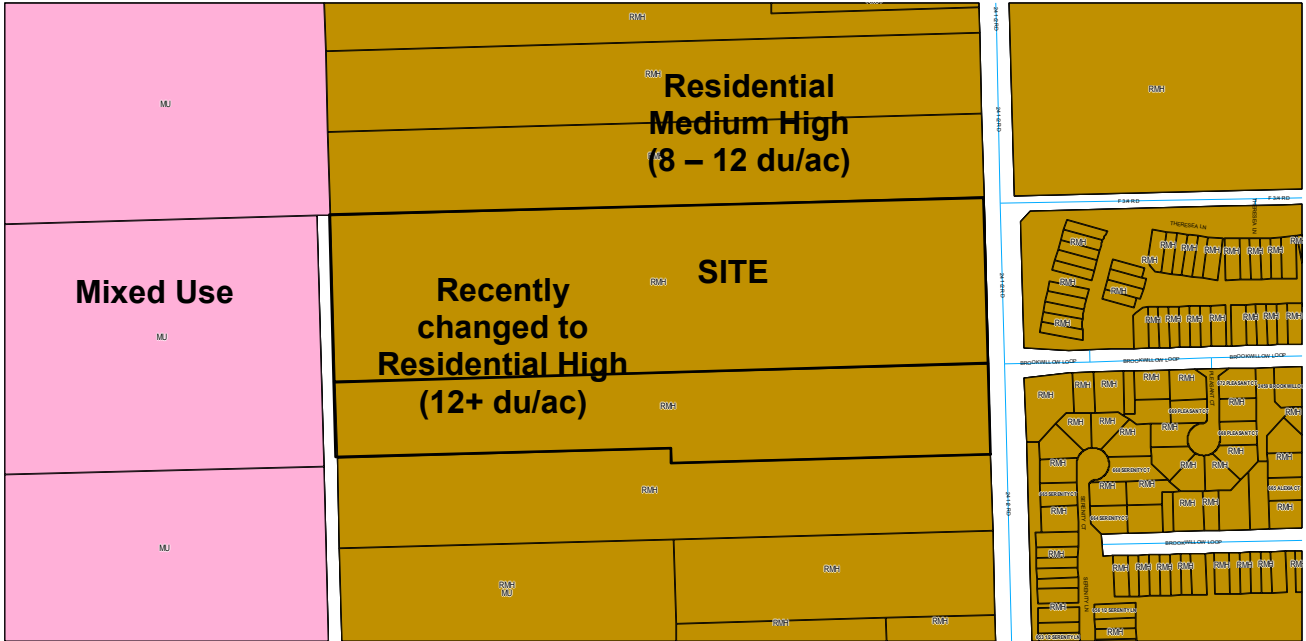
Aerial Photo Map

Figure 2



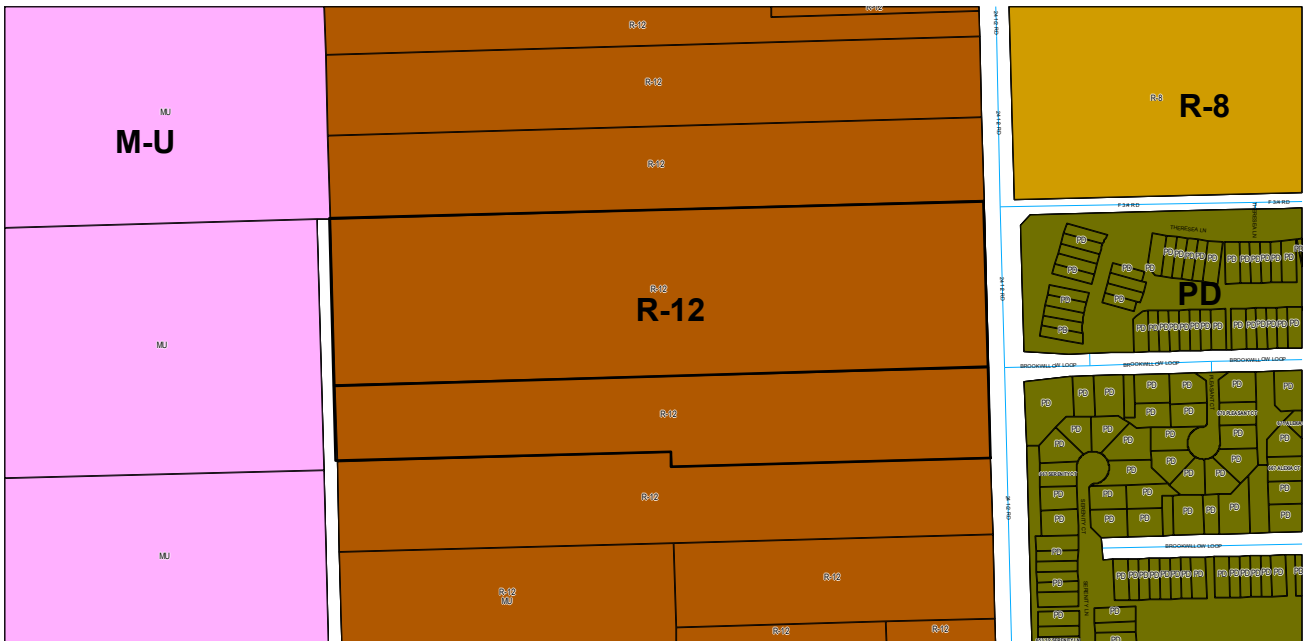
Future Land Use Map

Figure 3



Existing City Zoning

Figure 4



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING PROPERTY KNOWN AS THE
RIMROCK LANDING APARTMENT COMMUNITY REZONE
FROM R-12, (RESIDENTIAL – 12 DU/AC) TO
R-24, (RESIDENTIAL – 24 DU/AC)**

LOCATED AT 665 AND 667 24 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 rezoning property known as the Rimrock Landing Apartment Community Rezone from R-12, (Residential – 12 du/ac) to the R-24, (Residential – 24 du/ac) zone district, finding that it conforms with the recommended land use category of Residential High (12+ du/ac) 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.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the R-24, (Residential – 24 du/ac) zone district be established.

The Planning Commission and City Council finds that the R-24 zoning 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 properties shall be rezoned R-24, (Residential – 24 du/ac).

665 24 1/2 Road:

The West 1/2 South 1/2 North 1/2 SE 1/4 NW 1/4 EXCEPT the South 180 feet; and the East 1/2 South 1/2 North 1/2 SE 1/4 NW 1/4 EXCEPT the South 150 feet; All in Section 4, Township 1 South, Range 1 West of the Ute Meridian; EXCEPT that tract conveyed to Mesa County in instrument recorded July 1, 1963 in Book 849 at Page 494; and EXCEPT that tract conveyed to County of Mesa in instrument recorded December 1, 1964 in Book 876 at Page 730.

667 24 1/2 Road:

The North 1/4 SE 1/4 NW 1/4 of Section 4, Township 1 South, Range 1 West of the Ute Meridian; EXCEPT the East 30 feet conveyed to The County of Mesa by Quit Claim Deed recorded July 1, 1963 in Book 849 at Page 494.

Said parcels contain 14.6 +/- acres (635,976 +/- square feet), more or less, as described.

Introduced on first reading this 17th day of February, 2010 and ordered published.

Adopted on second reading this ___ day of _____, 2010.

President of the Council

Attest:

City Clerk