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File 1991-0006

Name: Miscellaneous

P r e s e n t	S c a n n e d	<p>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record. In some instances, entries are recorded documents designated to be scanned, copies kept for Commun Dev. and the original sent to City Clerk for retention, these files are denoted with (**) and will be found on the ISYS Query system in their designated categories.</p> <p>There are also documents specific to certain files, not found on the standard checklist, they are listed on the bottom of the page and marked scanned.</p> <p>Remaining items, (not selected for scanning), will be listed and marked present. This index can serve as a quick guide for the contents of each file. Correspondence can be queried by contents or date.</p> <p>When querying, Planning Clearance will need to be typed in full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.</p>			
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		<b>*Summary sheet of final conditions</b>			
<b><u>DOCUMENT DESCRIPTION:</u></b>					
X	X	Letter from Kathy Portner to Lynn Tebbetts, Horizon House re: group home zoning of RMF-64 zone is allowed use – 3/23/92	X	X	Lease between Wal-Mart Stores, Inc. and Anthony W. Wheplay – 5/6/96
X	X	Diagram of Silver House Restaurant committing to provide required landscaping – 11/8/91	X	X	Letter from Brent Christensen, Fantastic Sam's Rocky Mtn. Region to Thomas Foster re: response to questions on parking needs – 1/10/96
X	X	Memo from Kathy Portner to Marty Currie – Owners in Mantey Heights Sub. petition for name change from Carlitos Drive to Carlitos Avenue – 1/7/90	X	X	Planning Clearance for 2889 North Avenue – 1/29/91 - **
X	X	Resolution 13-91 for Carlitos Avenue name change - **	X	X	Letter from Kathy Portner to George Metz re: approved parking allocation for 2889 North Avenue – 1/30/91



MEMORANDUM

TO: Marty Currie  
FROM: Kathy Portner *KP*  
DATE: January 7, 1990  
RE: Proposed Street Name Change

The property owners along Carlitos Avenue/Casa Francisca Avenue in Mantey Heights subdivision have petitioned the City to officially change the street name of Casa Francisca to Carlitos Avenue. The original plat showed the name as Casa Francisca. At some point the name was unofficially changed to Carlitos and that is the street name all of the houses are addressed off of. All of the City maps and the Assessor's map lists it as Casa Francisca. Both street names are listed in the City Street Index and 911 has both names listed. The 2 existing street signs show Carlitos Avenue and Carlitos Drive. The proposed resolution would officially change the name to Carlitos Avenue.

I'd like to get this on a Council agenda for February if possible.

JAN 7 1991

Original  
DO NOT Remove  
From Office

December 24, 1990

Cathy Portner  
City of Grand Junction  
Community Development Department  
250 North Fifth Street  
Grand Junction, CO 81501

We the undersigned, being all of the property owners on Carlitos Avenue, Grand Junction, Colorado, which was originally named Casa Francisca Avenue, wish to have the street officially and permanently named Carlitos Avenue.

Respectfully submitted,

*Kamona G. Lewis*

*Karenna Lewis*

*Alvin Mackenzie*

*Jack M. Penn*

*Kamona G. Lewis  
1311 N. 5th St  
Grand Jct., CO 81501*

JAN 7 1991

Original  
Do NOT Remove  
From Office

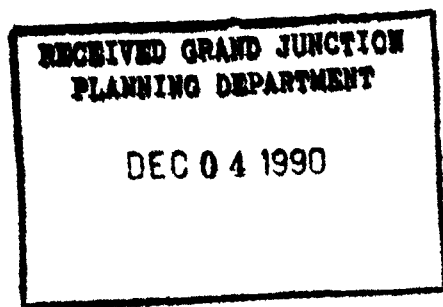
# 6 91

Retail Sales building 1511/200 # 313 Area Clearance granted

2960

December 4, 1990

1200#  
(4.8) 5 parking spaces



#6 91

Original Remove  
Dept. Office

Linda A. Weitzel  
Planning Technician  
City of Grand Junction  
Planning Department  
250 North 5th Street  
Grand Junction, Co., 81501

Dear Ms. Weitzel:

Reference is made to our conversation regarding the property located at 652 White Avenue.

The building was built in about 1960. Originally it was used for auto repairs and later for the sale of auto parts. Prior to 1975 the building was leased by Robert Gardner, and the building became an architectural and engineering office for his business, Centre Design. Mr. Gardner put in all interior improvements into the building. In 1984 ARIX and the State of Colorado wanted to remove mill tailings from the building. Mr. Gardner's lease was up and he and my partner could not come to an agreement except that the interior be removed. Tailings were removed and the building has set vacant since that time, except for storage of desks, etc. that I personally own. I acquired full ownership of the building in 1985.

Cornerstone Thrift Store has approached me to lease the building for use as a retail store, primarily used clothing, that has been donated to them to support their Cornerstone School. They currently are located at 222 North 7th Street.

From my viewpoint, it would be most desirable to keep the usage of the building as office only. I also believe this to be the buildings best and highest usage. During the past 5 years three firms have approached me about the building for office usage, two title companies and a optical shop with offices. All failed to materialize because of lack of adequate adjacent parking for both customers and employees. The two title companies employ about 15 people each and have escrow services that require additional parking along with their regular customers.

I own the building at 313/315 North 7th Street. Intermountain Business Systems, a Sharp Copier Dealer, and Dr. Thomas Foote, a chiropractor, are the two tenants. Dr. Foote and a secretary are the only permanent users of parking space in the back. Normally his patients use parking along 7th Street. Intermountain needs about 7 parking spaces before 9AM. This is because they have service technicians that come in to the office to pickup work orders, parts, etc. and then they leave to perform the service at their client's offices, and usually are gone before 9AM. They have one secretary for their office and two salesmen, who may or may not be in the office. On occasion they bring a machine to the office for major repairs. Normally there are between 5 to 7 cars in the parking lot after 9AM. The lot has a capacity of 15 spaces.

Business Hours 10 A.M. 4 P.M. Mon-Sat

Footo = 500  
1750 P.M.  
11/20/90  
11/20/90  
11/20/90

When I was associated with the Credit Bureau, which was located at 313/315 North 7th, we had several employees, who rented spaces west of the Modern Federal Building and others who parked along 8th Street between White and Grand and along White Avenue East of 7th Street.

From my conversations with Mr. Bridgewater, he indicated that they would normally only have one clerk in the store. Customers would vary with the time of day, season and day of the week. (Note there is very adequate parking on Saturday, as most of the parking spaces are used by office workers).

Please let me know if I may be of additional help in answering questions regarding the property.

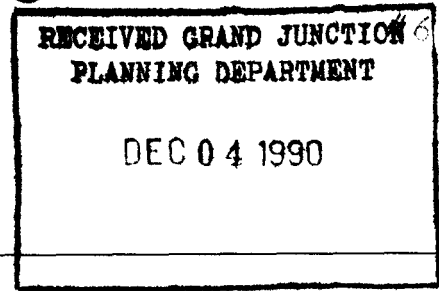
Cordially yours,

*George E. Wheeler*

George E. Wheeler  
304 West Main St.  
Grand Junction, Co., 81505  
phone 243-5242



Original  
Do Not Remove  
This Office



91

"Christ Jesus Himself being the cornerstone . . .

December 5, 1990

City of Grand Junction, Planning  
250 N. 5th St.  
Grand Junction, CO

Dear Sirs,

This letter will attempt to influence you to allow Cornerstone Thriftstore to lease the property on 652 White Ave. from Mr. George Wheeler for the purpose of retail sales. Our school and thriftstore have non-profit tax exempt status. The thriftstore receives donations from concerned individuals and with the help of volunteers sells the items (mostly clothing) at very reasonable prices. The proceeds from these sales go to lower the costs of attending the school. Local churches also send needy individuals and families to the thriftstore and we give them what they require at no charge.

Our thriftstore has been located at 222 N. 7th for the past 3 years. During this time we have experienced no parking problems. Most of our customers live near the downtown area and walk to our store. For this reason the location on White is ideal. I have asked our volunteers how many drive up customers we have had at our busiest time in the past three years and they told me that no more than 4 cars full of customers have ever come to the store at any given time. The new location on White has off-street parking at the rear of the building. This lot is shared by several businesses. Mr. Wheeler told me we had access to 4 maybe 5 spaces. I believe this is more than adequate.

We have spent much time, effort, and expense looking for a suitable location for our store. Because of the close proximity to our present location and the reasonable lease rate Mr. Wheeler is willing to give us, the location on White is ideal. If this does not go through it will cause us much loss of business, possibly twice the lease expense, and could put us out of business.

. . . in whom the whole building, being fitted together is growing into a holy temple in the Lord; in whom you also are being built together into a dwelling of God in the Spirit." Ephesians 2:20b-22



Original  
Do NOT Remove  
From Office

#6

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"Christ Jesus Himself being the cornerstone . . .

I believe you are concerned about our ministry in the community. I thank you for your timely considerations of these extenuating circumstances.

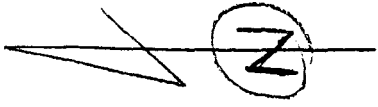
Sincerely,

Michael L. Bridgewater, Administrator  
Cornerstone Christian School

pc

. . . in whom the whole building, being fitted together is growing into a holy temple in the Lord; in whom you also are being built together into a dwelling of God in the Spirit." Ephesians 2:20b-22





Scale  
1/4" = 5 ft.

7<sup>th</sup> Street

white

Alley 17' ←

Intermountain

50' x 70'

Dr. Foote

Property Line

Low office Parking

Law Offices

32' x 80'

2560  
8.5

660 white

8' Sidewalk

Alley 17' ←

Thrif store - Office  
Parking

Thrif store

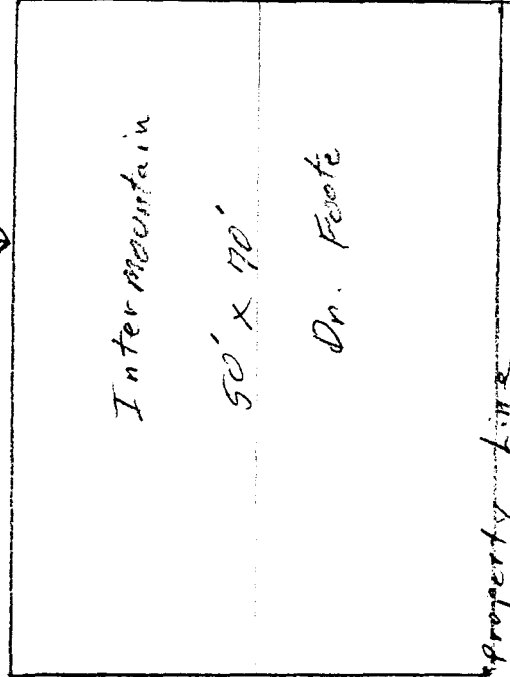
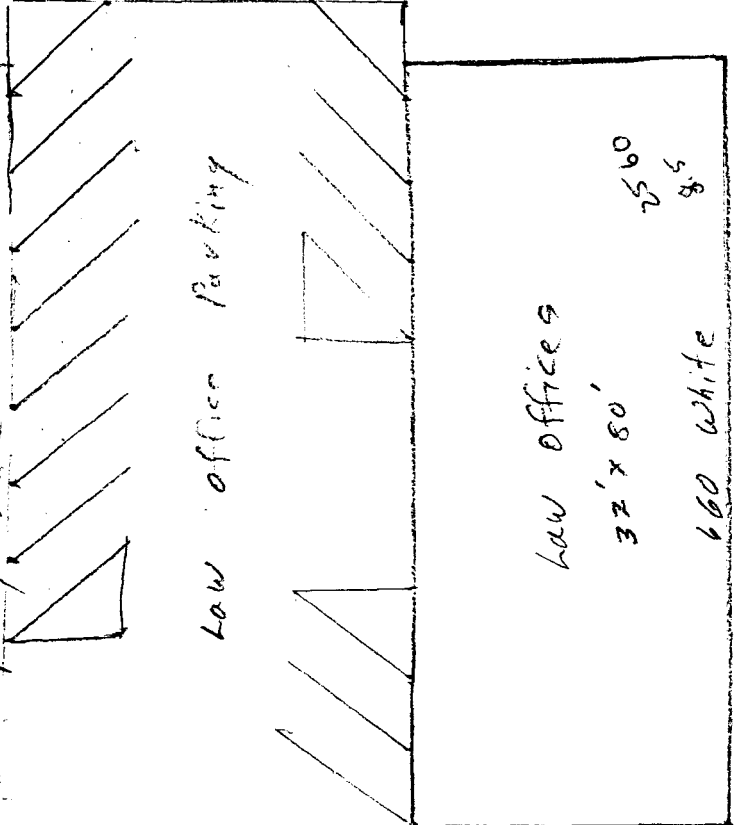
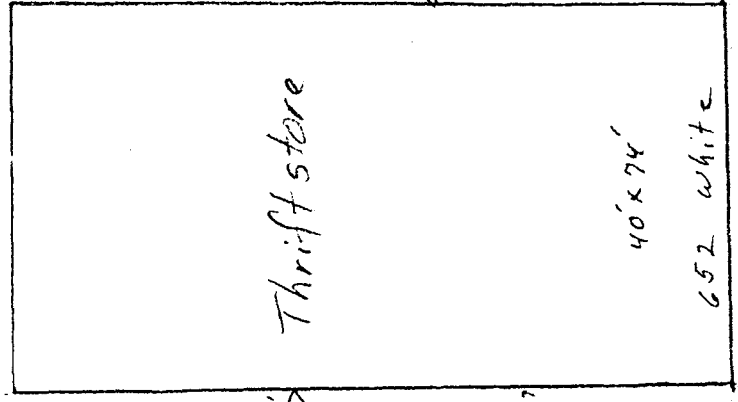
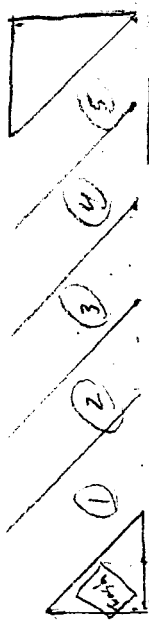
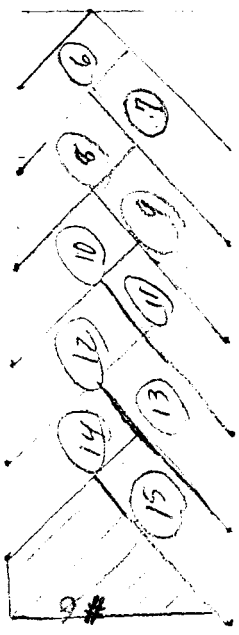
40' x 74'

652 white

Alley 11' ←

16

Alley





#6 91

Grand Junction Planning Department  
250 North Fifth Street  
Grand Junction, Colorado 81501-2668  
(303) 244-1430

December 28, 1990

1-1-91  
By  
From Office

Michael L. Bridgewater, Administrator  
Cornerstone Christian School  
P.O. Box 88  
Grand Junction, CO 81502  
Re: 652 White Avenue

Dear Mike:

The proposed lease of part of the Reams & Reams parking area for the "Thriftstore" has been approved by this Department with some modifications. Section 5-5-1.J. states that a reasonable reduction of parking spaces may be allowed. Low volume retail sales requires one parking space per each 250 square feet of sales area, including employee parking. Approximately 1200 square feet of the building located at 652 White will be used as sales area and will require 4.8 parking spaces. Normally, we would round up and require 5 spaces, but in light of your letter, 4 spaces appears to be adequate. If complaints are received about the parking, this Department will revisit this proposal.

The original proposal included use of the parking lot attached to 313/315 North 7th Street. The parking layout does not meet current Code and the parking spaces parallel to the alley appear to be in the right-of-way. The City Engineer recommended that the parking lot be redesigned and restriped. Should this be done, the amount of parking would be reduced from the current 15 to approximately 8 spaces. The 8 spaces would be adequate for the current uses of Intermountain Business Systems and Dr. Foote, but not accommodate the Thriftstore.

The Reams & Reams lease at 660 White Avenue is for five spaces. This shall be reduced to four spaces so that their building and use will remain in compliance with the parking regulations. Although the parking layout at Reams & Reams may not meet current Code, there is less of danger to the public health,

welfare & safety since vehicles can exit through the north/south alley onto White Avenue. Under no circumstances is backing onto

#6

#6

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North 7th Street allowed. Should this Department receive any complaints regarding this arrangement, we reserve the right to rescind this approval.

The lease for 652 White and for the Reams & Reams parking should be contingent on each other. I understand that the lease for the building at 652 White is for 5 years. The lease for the parking should also be for 5 years; or each lease can be year to year. If at any time, the parking lease is not renegotiated, the Thriftstore will then be required to find additional parking immediately or cease operation.

Before we sign off on the Planning Clearance for the interior remodeling, the lease agreements will have to be signed and copies supplied to the Community Development Department. If you have any questions, please call me at 244-1437.

Best of luck with the Thriftstore!

Sincerely,

*Linda A. Weitzel*

Linda A. Weitzel  
Planning Technician

xc: George Wheeler  
John Shaver, Assistant City Attorney  
File

FILED  
CITY OF  
MINNEAPOLIS  
JUN 10 1964

VEHICLE PARKING SPACE AGREEMENT

#6

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THIS VEHICLE PARKING SPACE AGREEMENT (Lease is made and entered into as of the first day of January, 1991, by and between the REGAL BUILDING, INC., a Colorado corporation (Lessor) and GEORGE WHEELER, an individual (Lessee).

WHEREAS, Lessee owns property adjacent to Lessor which he desires to rent to a retail soft-goods outlet (Cornerstone), but such rental activity is hampered by reason of off-street parking limitations; and

WHEREAS, subject to all conditions hereof the Lessor is willing to lease to Lessee five (5) of such vehicle parking spaces.

NOW THEREFORE the parties agree:

1. Lessor hereby leases spaces 5, 6, 7, 8 and 9 to Lessee for a term of one (1) year commencing the date of this Lease; TO HAVE AND TO HOLD UNTO THE Lessee, his heirs, personal representatives, and authorized successors and assigns.

2. The rental for said term is the sum of \$\_\_\_\_\_, payable in monthly installment of \$\_\_\_\_\_ to Lessor in advance and subject to all other conditions herein.

3. The rental has been calculated at the rate of \$\_\_\_\_\_ per month per space; and in the event adjustments to rental be required, consistent with the conditions herein contained, the same will be on this basis.

4. Lessee may, if he so elects, assign or sublet this Lease to Cornerstone; but if that be done Lessee shall remain jointly and severally liable for all the performance of all Lessee's covenants hereunder. No further or additional assignments or subletting will be made without Lessor's written consent.

5. The expected purpose of this Lease will be for the vehicles of Cornerstone and its customers; and to afford off-street parking for the business premises commonly known at 650 White Avenue, Grand Junction, Colorado. No other purpose is authorized.

6. Lessor may, but is not obliged to, change the parking space configuration to either accommodate more vehicles or facilitate their movement within the available area. These adjustments, if any, may follow the schematics demonstrated by Exhibit "B", but Lessee consents to whatever reasonable changes Lessor may make provided the number and general location of the leased spaces remains as shown on Exhibit "A".

7. Lessor believes, but neither represents nor warrants the parking facility complies with minimal specifications as propounded by the City of Grand Junction. This paragraph will also apply to changes of parking and vehicle movement configurations which Lessor may make.

8. Lessor will maintain the surface of the parking facility generally, and will cause the stalls to be marked or identified by number. All other indicia of use or rental rights, including, but not limited to notice to owners of vehicles belonging to third parties other than Cornerstone, will be at the sole obligation of Lessee. Lessor neither assures, covenants nor warrants that uses not authorized by Lessee or his assignee may transpire. If such occur the same will have no effect of Lessee's obligations hereunder.

Original  
Do Not Remove  
From Office

City of Grand Junction  
Planning Department  
Planning Office

9. Lessee agrees to protect, hold harmless and fully indemnify the Lessor as against any and all loss, damage, costs, or claims to person or property which may arise either directly or indirectly by reason of use of the parking facility by Lessee, Cornerstone, or their respective agents, servants, employees, business invitees, and other persons or entities. The conditions of this paragraph shall be further assured by Lessee's (or his authorized assignee's acquisition of liability insurance coverage wherein the parties hereto, including Cornerstone, are identified as co-insureds.

10. This lease will extend from year to year for a maximum of five (5) calendar years without need for notice of extension; provided, however, this lease may be terminated by the giving of notice upon the first of the following events to occur:

a. A copy of this lease must be filed with the City of Grand Junction. If, for any reason, the City of Grand Junction disapproves of this lease either at or subsequent to the time of its filing (including amendments to design) and the reasons for disapproval are not immediately correctable at a cost to Lessor not exceeding the sum of \$300.00, then Lessor may terminate this lease upon giving Lessee and his authorized assign seventy-two (72) hours written notice. In such event, Lessor will refund any prepaid rentals to the time of termination, prorated on a daily basis for the number of days in the then current term month not enjoyed by Lessee.

b. Either party may terminate this Lease at the conclusion of the initial term or any extended term hereunder. In such event not less than thirty (30) days written notice of intent to terminate will be given to the other parties at interest herein.

c. Lessee's termination of his lease to Cornerstone; and in this event the within lease will terminate upon Lessee giving written notice to Lessor not less than fifteen (15) days prior to the date upon which termination will occur. Lessor will reimburse prepaid rentals, if any, in a manner consistent with the provisions of sub-paragraph a) above.

11. Both Lessee and Cornerstone, Lessee's authorized assign, have examined the entire parking area facility, including but not limited to the allocated spaces, and have determined the same as fully acceptable to their respective purposes. It is identified that various impediments exist and these may be amplified by careless or inattentive vehicle operators. Lessee and his authorized assign accept the premises as is, are satisfied it is sufficient for their respective needs, and assume all responsibilities incident to its use.

12. Lessor intends marking the remaining spaces in the parking facility for use by the Offices of Reams and Reams, their agents, servants, employees, and business invitees. Lessor may also lease one or more spaces to third parties. Lessee and his authorized assign will exercise their reasonable efforts to discourage use of such spaces by all vehicles not designated for parking therein.

13. Lessor will pay the general real estate taxes on the parking area and also exercise reasonable efforts in keeping it clean of debris and snow accumulations. Lessor does not assure against ice accumulations although it will make efforts in that respect.

14. The addresses of the parties for the giving of notice, payment of rental installments, and such other matters as may arise during the continuance of this agreement shall be as designated under their respective signatures of acceptance.

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IN WITNESS WHEREOF the parties have executed this agreement as of the date first above written.

"Lessor"  
REGAL BUILDING, INC.

*Original  
Do NOT Remove  
from Office*

By: \_\_\_\_\_  
Warren F. Reams, President  
Address: 660 White Avenue  
Grand Junction, Colorado 81502

"Lessee"

\_\_\_\_\_  
George Wheeler  
Address: \_\_\_\_\_  
\_\_\_\_\_

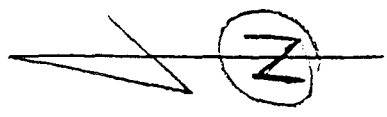
Conditions accepted and approved:

Reams & Reams

By: \_\_\_\_\_  
Partner  
Address: 660 White Avenue  
Grand Junction, Colorado 81502

"Cornerstone"

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



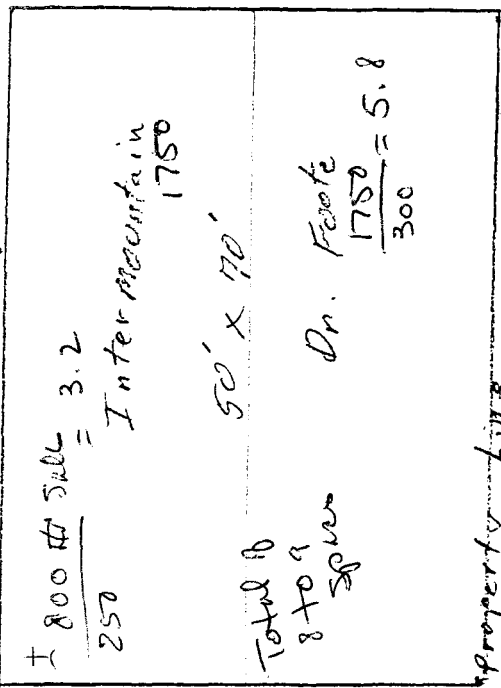
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92

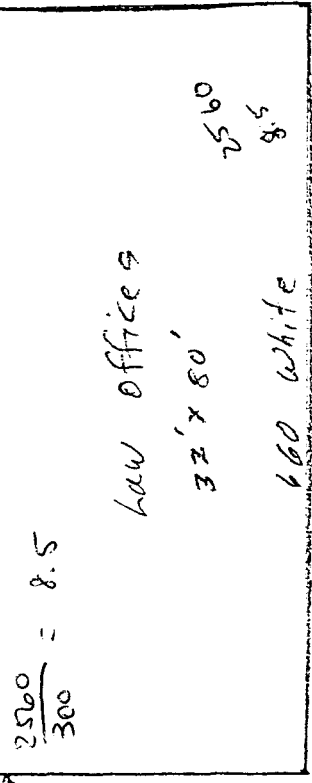
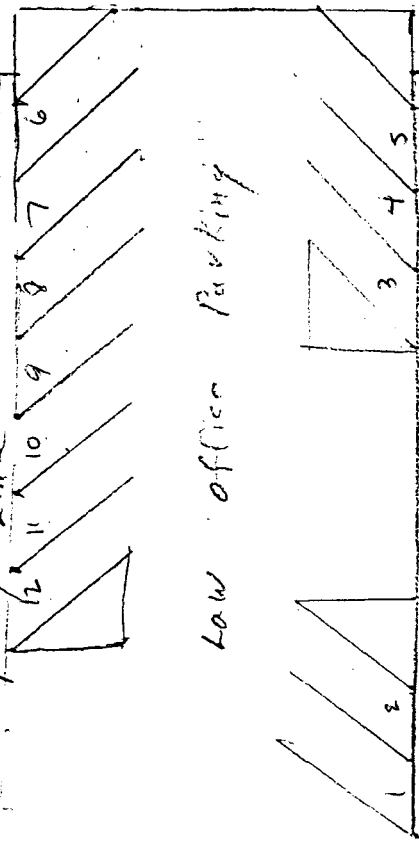
7th Street

White

Alley  
17'

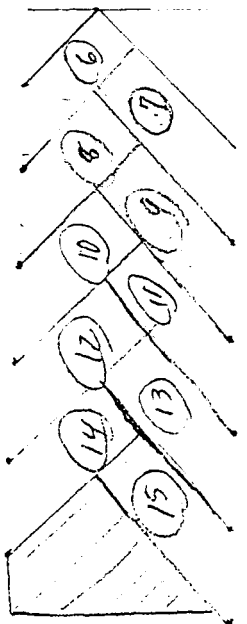


Property Line

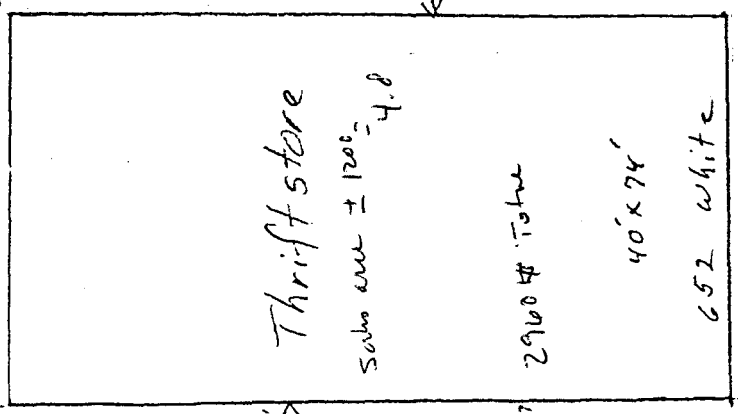


8' Sidewalk

Alley



Thrifty store - Office Parking



Alley  
11'

Alley

Lee McElvain, President  
Continental Cuisine, Inc.  
P.O. Box 1951  
Grand Junction, Co. 81502

303-242-4582

February 5, 1991

City Planning Commission  
City Hall Building  
250 N. Fifth Street  
Grand Junction, Co. 81501

Dear Sirs:

We are currently negotiating to purchase the restaurant operation at 530 Main Street in Grand Junction, currently known as PJ's Pantry. We plan an up-scale, full-service restaurant serving lunch, dinner, and Sunday brunch, featuring Continental, American, and Caribbean cuisine. We will renovate and redecorate the interior of the building with the goal of serving fine food in an elegant setting with the best of service.

We hope to offer alcoholic beverages, wine and beer to diners, to be served at their tables. We will not offer alcoholic beverages in a tavern or lounge setting.


To this end, we will be applying for a hotel-restaurant liquor license and a conditional use permit.

Like other restaurants on Main Street, most of our clientele would utilize public parking facilities nearby; however, on Monday, February 4, 1991, one of our principals, Hal Hatfield, spoke with Kathy Portner of the City Planning Commission to reaffirm our understanding that there would be no special parking requirements for a restaurant operation at the location I have described. After consultation with an Assistant City Attorney, Ms. Portner stated that parking should not be a problem, but suggested that we submit a letter requesting a ruling on the parking question to avoid any future misunderstandings.

Since we are trying to finalize our arrangements so that we can commence business operations soon, we will appreciate your prompt consideration of this request.

Thank you for your consideration.

Sincerely,



Lee McElvain, President  
Continental Cuisine, Inc.

cc: Attorney Robert Traylor





Grand Junction Planning Department  
250 North Fifth Street  
Grand Junction, Colorado 81501-2668  
(303) 244-1430

February 8, 1991

Lee McElvain, President  
Continental Cuisine, Inc.  
P.O. Box 1951  
Grand Junction, CO 81502

Dear Mr. McElvain:

This is in response to your February 5, 1991 letter concerning a restaurant operation at 530 Main Street. I understand you intend to purchase the property, now doing business as PJ's Pantry, to continue as a restaurant use. Because this property has been used as a restaurant for many years you would be able to continue that use at the same seating capacity without meeting the Grand Junction Zoning and Development Code parking requirements.

However, a Conditional Use Permit will be required in order for you to get a liquor license for the establishment. That change in use will require a full review through the Planning Commission hearing process and will require compliance with the private off-street parking requirement of one space for each three persons design capacity of the restaurant.

We will need to set up a pre-application conference for the Conditional Use process. Please call me at 244-1446 to make an appointment.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Portner".

Katherine M. Portner  
Senior Planner

xc: John Shaver, Assistant City Attorney

Grand Junction  
Downtown Development Authority

115 N. 5th Street, Suite 540 P.O. Box 296  
Grand Junction, Colorado 81502  
Phone (303) 245-2926

cc: Cooney  
Bennett

KIP  
1/12/91

February 12, 1991

Ms. Jody Kole  
Assistant to the City Manager  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, Colorado 81501

Dear Jody,

Please accept this as a response to your questions concerning the Mesa Theater.

Yes, it is the intention of the Art Center to attempt to acquire the theater if their plans on the Mercantile solidify. A purchase price has not been determined. The agreed on price of the Mercantile is \$230,000 (not publicly known at this time).

The Mesa Theater space does not duplicate the Cooper Theater in physical size. It seats approximately 500 which would be reduced somewhat if the stage was expanded internally. The Cooper Theater currently seats 900 and is estimated to seat 1500 with a remodel that will reopen the balcony seating. I would doubt that the Art Center would initiate an expansion upgrade on the theater space, only that work necessary to meet code requirements and accommodate their existing performances. They do not see this element of their project as competitive with other existing facilities since they currently have their own theater space for that division of their program. The Mesa Theater would provide an upgraded space and would address an issue that we have discussed in conjunction with the Avalon Project; how does it as a large facility accommodate small theater performances.

Assuming minimum physical upgrade required, the building was open as a theater until the end of 1989, the most likely rehab expenses would be the seats - 500 at \$90 each for approximately \$45,000, and handicapped accessible bathrooms, \$5000 - \$15,000.

Public Service Company will be asked to perform an energy audit and provide utility cost estimates and any other power concerns. The Building Department will be asked to tour the building and provide a report including all code requirements.

If I can answer any other questions or provide you with additional information, please let me know.

Sincerely,



Barbara Creasman

pr/bc

Grand Junction  
Downtown Development Authority

115 N. 5th Street, Suite 540 P.O. Box 296  
Grand Junction, Colorado 81502  
Phone (303) 245-2926

March 11, 1991

Mr. Mark Achen  
City Manager  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501

Dear Mark:

A few weeks ago I wrote a memo requesting consideration of including the City property on south 5th Street at 531 South Avenue into the DDA. I would like to expand that request to include the vacant property on the Northwest corner of 2nd and Pitkin.

Attached is a petition form and a map marking both properties. Please let me know if you have any questions or I can provide you with any additional information.

Sincerely,



Barbara M. Creasman  
Executive Director

enc.

*Kathy,  
Please prepare  
5 staff  
report  
for next workshop  
I just need  
for tonight.  
P.S. Ask Bennett B's Rom  
to review & provide  
anyone staff report.*

*Write to  
John & Bennett  
cc: Mark  
4/24/91 dw  
on 4/16/91  
A*

PETITION FOR INCLUSION WITHIN THE BOUNDARIES OF THE  
GRAND JUNCTION, COLORADO,  
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS, the City of Grand Junction, Colorado, has established the Grand Junction, Colorado, Downtown Development Authority; and

WHEREAS, the boundaries of said Downtown Development Authority have been previously established and do not include the below described property of the Petitioner; and

WHEREAS, the Petitioner desires that the below described property be included within the boundaries of the Grand Junction, Colorado, Downtown Development Authority, and subject to all obligations and privileges arising therefore;

The Petitioner submits:

1. That the property to be included within the boundaries of the Downtown Development Authority is that property in Grand Junction, Mesa County, Colorado, described as, to wit: (Provide legal description)

2. That said parcel is adjacent to the existing boundaries of the Grand Junction, Colorado, Downtown Development Authority and more specifically that property known as, to wit: (Provide legal description)

3. That the legal owner(s) in fee of said parcel is the Petitioner(s) and that said ownership is shown by Exhibit "A" which is attached hereto and incorporated herein as if set forth verbatim. (Attach copy of Deed and last year's Tax Receipt).

4. Petitioner(s) is aware that the Grand Junction, Colorado, Downtown Development Authority has adopted a Plan of Development. Petitioner states that he realizes that the property described in Paragraph 1 above may hereafter be subject to increased ad valorem taxes and to the terms of such Plan of Development.

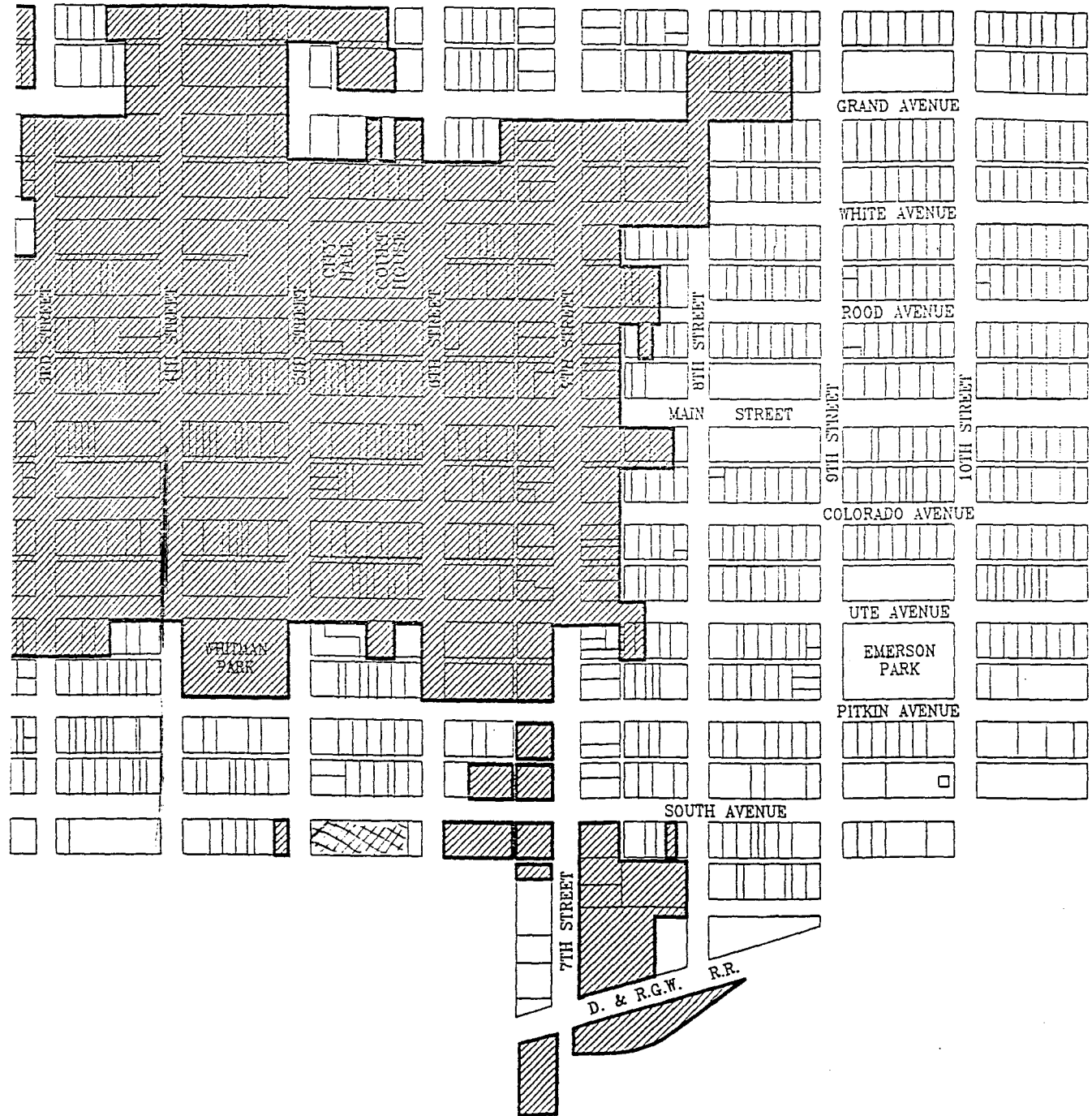
5. Pursuant to the Plan of Development of the Grand Junction, Colorado, Downtown Development Authority, the Petitioner requests that the property described in Paragraph 1 be designated for inclusion as: (Strike two of the following, leaving designation desired)

- a. Commercial Renovation District.
- b. To the Plan of Development area within which tax increment financing is utilized under the Plan of Development or



# A BOUNDARY MAP

N.T.S.



**CITY COUNCIL WORKSHOP  
CITY OF GRAND JUNCTION**

**DATE:** April 29, 1990  
**STAFF:** Kathy Portner  
Community Development

**ACTION REQUESTED:**

City Council approval for inclusion of two City owned properties within the boundaries of the Downtown Development Authority, one on the northwest corner of 2nd and Pitkin Avenue and the other on the southeast corner of 5th Street and South Avenue.

**EXECUTIVE SUMMARY:**

The Downtown Development Authority has requested that two City owned properties be included in their boundary. The City property on the northwest corner of 2nd Street and Pitkin Avenue is vacant land which the City would like to sell. The property on the southeast corner of 5th Street and South Avenue has a vacant building on it. The City has no immediate plans for the property. Inclusion of the properties into the DDA District would facilitate the DDA's planned expansion into the South Downtown area.

**FISCAL IMPACT:**

None.

**BACKGROUND/ISSUES/OPTIONS:**

The property located on the northwest corner of 2nd Street and Pitkin Avenue was acquired by the City for Right-of-Way many years ago. Currently it is a vacant lot. Future plans for the property are to either sell it to the State for Highway Right-of-Way or sell it to adjacent property owners. The property located on the southeast corner of 5th Street and South Avenue is the old Public Service Steam Plant. It was acquired by the City several years ago as a potential site for parking for the new jail. The building is currently vacant. The City has no immediate plans for the property. Inclusion of the properties into the DDA District would not impede any future plans for either of the properties. Inclusion would facilitate the DDA's planned expansion to the south, assisting in the redevelopment of the south downtown area.

**RECOMMENDATION:**

Staff recommends the properties be included in the DDA boundary.



Misc.



Grand Junction Community Development Department  
Planning • Zoning • Code Enforcement  
250 North Fifth Street  
Grand Junction, Colorado 81501-2668  
(303) 244-1430 FAX (303) 244-1599

July 9, 1991

To Whom It May Concern:

The property located at 325 Ute Avenue, Grand Junction, Colorado (2945-143-34-019,003,004; lots 1-8 and a portion of 9, block 141, City of Grand Junction) is zoned C-2 (heavy commercial). A car wash facility is an allowed use in the C-2 zone (figure 4-3-4, Zoning and Development Code). Any new development must meet all requirements of the Zoning and Development Code, including but not limited to access, parking, setbacks, signage and landscaping. Proposed curb cuts or the use of existing curb cuts along Ute Avenue must be reviewed by the State Highway Department for conformance with the State Highway Code. A State Highway Access Permit will be required. For further information contact Chuck Dunn at 248-7232.

Sincerely,

A handwritten signature in cursive script that reads "Katherine M. Portner".

Katherine M. Portner  
Senior Planner



640 GRAND AVENUE • GRAND JUNCTION, COLORADO 81501 • PHONE 303 - 241-1111

• FAX 303 - 241-1113

September 23, 1991

Mr. Bennett Boeschstein, Director  
Grand Junction Community Development Dept.  
250 N. 5th Street  
Grand Junction, CO 81501

Dear Mr. Boeschstein:

Volunteers of America are proposing a 60-unit, elderly apartment complex to be financed and built for the HUD Sec. 202 program. Because of an extremely tight schedule for requesting the HUD funding approval, their architects for this project, Lantz-Boggio Partnership, have asked me to solicit your review for the proposed project.

The project would be on 1.37 acres (240 ft. E-W by 248 ft. N-S) located at the N.W. corner of 1st Street and Independent Avenue (the south 248 ft. of tax schedules 2945-104-00-004, 005, and 092). Each unit will be approximately 525 sq.ft. and have a kitchen and one bath. There will be a large common activity room, two additional meeting rooms, and central laundry. Parking is planned on the basis of one-half space per unit plus employee parking.

The planned development process will be used to obtain the required rezoning. The architect and sponsor plan to make this an aesthetically attractive development that will be compatible with planning and community needs.

We request that you would comment on the following:

1. Your evaluation of the appropriateness of the project.
2. Your evaluation, if possible, of the need for the project.
3. A statement, if true, that the project is not in a flood plane.

Thank you for your consideration of this matter.

Sincerely,

Ward Scott

C: Lantz-Boggio Partnership  
Ms. Kathy Portner

WS:sb

September 24, 1991



Ward Scott  
Scott and Company Realtors  
640 Grand Avenue  
Grand Junction, CO 81501

Grand Junction Community Development Department  
Planning • Zoning • Code Enforcement  
250 North Fifth Street  
Grand Junction, Colorado 81501-2668  
(303) 244-1430 FAX (303) 244-1599

Dear Mr. Scott:

This is in response to your letter of September 23, 1991 regarding the proposed elderly apartment complex. I understand the proposal is for a 60-unit elderly apartment complex to be located on 1.37 acres at the northwest corner of 1st Street and Independent Avenue. The current zoning on the property is Parking (P), Neighborhood Business (B-2), and Planned Business (PB) along 1st Street and Residential Single Family (RSF-8) west of the frontage. The property would have to be rezoned to Planned Residential for the housing complex.

The First Street Corridor Guideline indicate this area of 1st Street from Walnut Avenue south to Franklin Avenue to be an area of transition. The Guideline suggests that multifamily residential uses may be appropriate near the existing neighborhood shopping areas but should respect the existing residential character of the area. The scale of development should be appropriate for the neighborhood with adequate setbacks and buffers and should not create adverse impacts of noise, dust, lighting and traffic. The surrounding zoning is Residential Multi-family (RMF-64) and RSF-8. The proposed rezone to Planned Residential would be more compatible with the neighborhood than the existing business zoning. However, the scale of development would be of concern.

I understand the proposed apartment complex would be three stories in height. Franklin Park housing complex to the south of the proposal is two stories with a parking garage under the buildings. A three story building would have to be very well designed with adequate screening and buffering to be compatible with the neighborhood. The proposed parking will also be an issue. The Grand Junction Zoning and Development Code does have a parking standard of 1/2 space per unit for retirement centers (section 5-5-1.I.15); however, when that standard has been applied in the past additional space for parking expansion was provided and the centers had congregate dining facilities. There is a concern with applying that standard to a complex that has kitchens in each unit and no centralized dining. Perhaps an underground parking facility should be considered to optimize the land area and not create a "sea of asphalt".

September 24, 1991 / Page 2

The rezoning process will require a pre-application conference with one of our planners, submittal of required materials, review and hearings before the Grand Junction Planning Commission and City Council. Finally, the property at the northwest corner of 1st Street and Independent Avenue (the south 248 ft. of tax schedules 2945-104-00-004, 005, and 092) is not within an identified floodplain (FIRM Community Panel Number 080117 0006 D).

Finally, any subdivision of the parcel would have to comply with the subdivision process as well. The process would include preparation of a Preliminary Plan, a Final Plan, and a Final Plat.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bennett Boeschstein".

Bennett Boeschstein  
Community Development Director

xc: File

DEAR KATHY,

MICHELE AND I HAVE HAD FLOOR PLANS DRAWN UP ON THE PROPERTY AT 1025 NORTH 5TH STREET, WITHIN THE CITY LIMITS. THERE ARE TWO DIFFERENT PLANS; THE FIRST DESCRIBING THE IMMEDIATE USE, AND THE SECOND SHOWING PLANS WITHIN THE NEXT YEAR.

IN THE FIRST PLAN THERE WOULD BE NO STRUCTURAL CHANGES TO THE HOUSE. WE WOULD JUST SEPARATE THE SHOWROOM AREA FROM OUR LIVING AREA.

IN THE SECOND, WE WOULD MOVE TO OPEN THE FRONT (EAST) SIDE OF THE HOUSE FOR SHOWROOM.


PLAN 1:  
LIVING AREA- 980 SQUARE FEET  
SALES AREA- 390 SQUARE FEET

PLAN 2:  
LIVING AREA- 982.5  
SALES AREA- 387.5

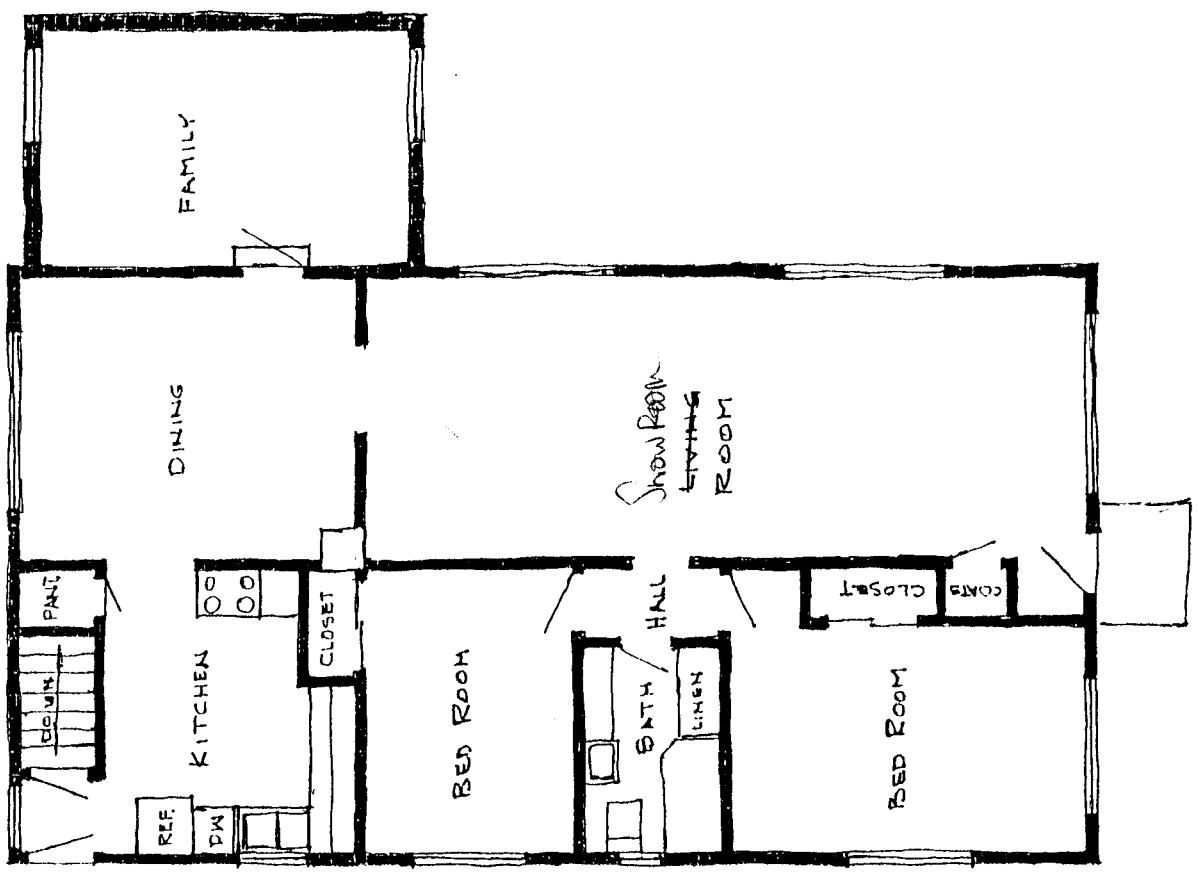
IN EITHER PLAN, WE WILL ONLY HAVE TO REMOVE ONE TREE ON THE SOUTH SIDE OF THE HOUSE TO ACHIEVE THE REQUIRED PARKING. ACTUALLY THIS WOULD LEAVE US CONSIDERABLE OVER THE PARKING REQUIREMENTS, WITH 6 FULL SIZED PARKING PLACES.

PLEASE NOTIFY ME IN WRITING AS TO APPROVAL, QUESTIONS, OR REQUIREMENTS. I REALLY FEEL THAT OUR TYPE OF BUSINESS, THE SALES OF PIANOS, WOULD BE PERFECT FOR THIS LOCATION. IT'S A VERY LOW TRAFFIC BUSINESS, BUT WE DO NEED THE "HOMEY" EXPOSURE THE HOUSE WOULD GIVE US.

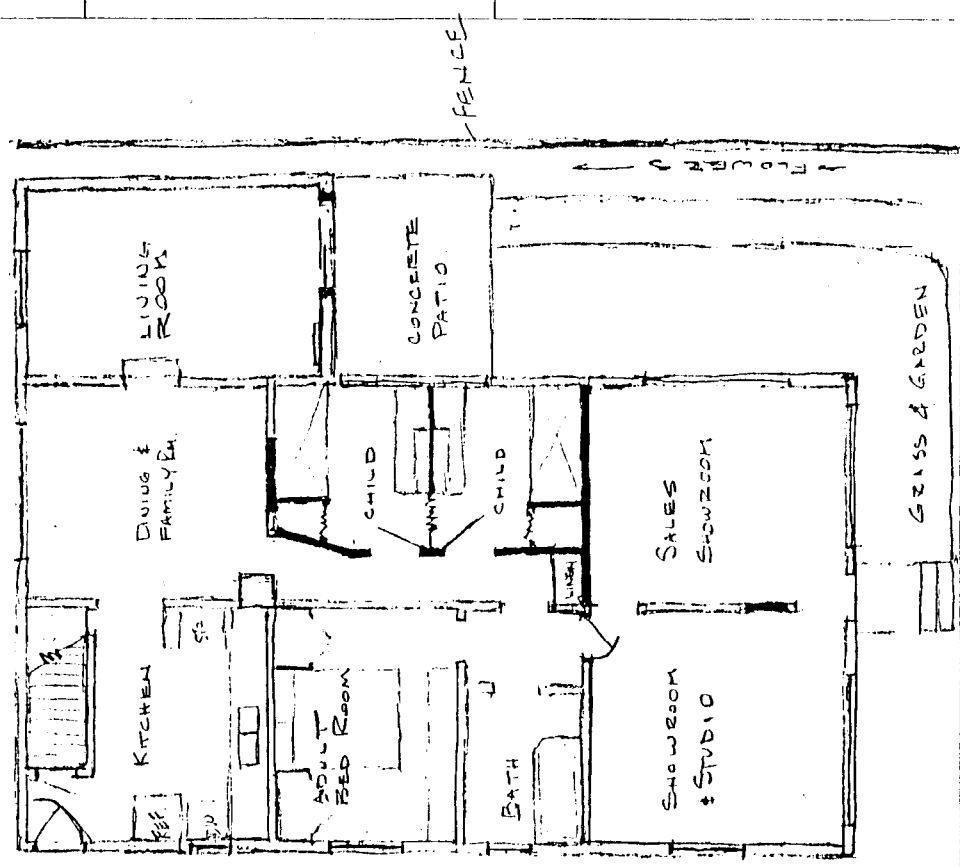
THANKS FOR YOUR TIME KATHY!

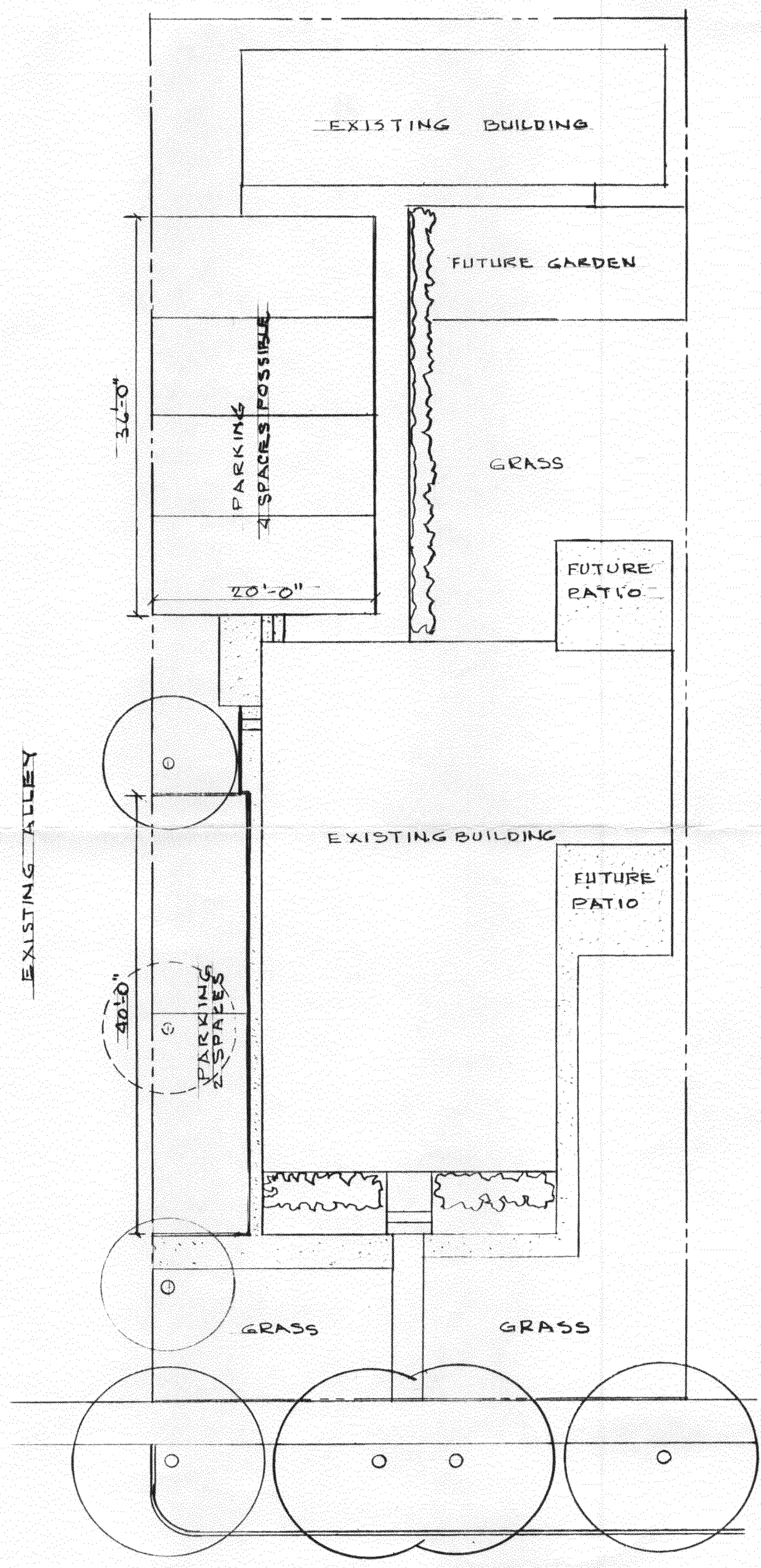
 4/9/91  
DAVE AND MICHELE STEVENSON  
2910.5 SANDRA AVENUE  
GRAND JUNCTION 81504  
241-7749

Part 1



0	1	2	3
1	2	3	4
2	3	4	5
3	4	5	6





PROPOSED SITE PLAN  
 SCALE 3/32" = 1'-0"  
 1025 NORTH 5<sup>TH</sup> STREET



Grand Junction Community Development Department  
Planning • Zoning • Code Enforcement  
250 North Fifth Street  
Grand Junction, Colorado 81501-2668  
(303) 244-1430 FAX (303) 244-1599

April 29, 1991

Dave and Michele Stevenson  
2910.5 Sandra Avenue  
Grand Junction, CO 81504

Dear Dave and Michele:

I have reviewed your proposed plan for 1025 N. 5th Street to be used as a home and piano sales/lessons business. That property is zoned C-2 which allows a business residence (Use/Zone Matrix, Figure 4-3-4 of the Zoning and Development Code). Your proposed plan for you as proprietors of the business to reside at that location would be considered a business residence (section 5-1-10).

The parking requirement is two off-street spaces for the residence plus two additional spaces for the proposed 390 square feet of sales area. The City Engineer has requested that the four proposed spaces at the rear of the building be redesigned as parallel or angle space so that backing directly onto the alley is not required. We also need to know what type of surface you are proposing for the parking areas.

A Planning Clearance from our office will be required for the change in use for the property. The Building Department and Fire Department will also have to inspect the property for compliance with current Codes. A Building Permit may be required. Please contact the Building Department at 244-1631 and the Fire Department at 244-1400 for a walk-through.

You can call me at 244-1446 if you have further questions.

Sincerely,

A handwritten signature in cursive script that reads "Kathy".

Katherine M. Portner  
Senior Planner





Grand Junction Community Development Department  
Planning, Zoning, Code Enforcement  
150 North Fifth Street  
Grand Junction, Colorado 81501-2668  
000 244-1446 FAX 000 244-1588

March 23, 1992

Lynn Tebbetts  
Horizon House  
1003 Grand Avenue  
Grand Junction, CO 81501

Dear Ms. Tebbetts:

This letter is to confirm that Horizon House, located at 1003 Grand Avenue (2945-144-02-931) is an allowed use in the RMF-64 zone. I understand Horizon House has up to 11 full-time teenage residents with 2 or 3 staff. The house provides central kitchen facilities and living areas. Although we do not have a specific use category that is identical to this type of use, the Use/Zone Matrix (Figure 4-3-4 of the Zoning and Development Code) list two uses that are similar in scope and impact. Group residences, defined as dormitory, sorority, fraternity or lodging, boarding or rooming houses where 3 or more rooms are used on a non-transient basis, are allowed in the RMF-64 zone. Family foster homes are also allowed in that zone.

Therefore, it has been determined that Horizon House as it currently operates is an allowed use in the RMF-64 zone. If you have any questions please contact me at 244-1446.

Sincerely,

A handwritten signature in cursive script that reads "Katherine M. Portner".

Katherine M. Portner  
Senior Planner



Grand Junction Planning Department  
250 North Fifth Street  
Grand Junction, Colorado 81501-2668  
(303) 244-1430

January 30, 1991

George Metz  
2 Cognac Ct.  
Grand Junction, CO 81503

Dear Mr. Metz:

I recently issued a Planning Clearance to Chuck Lopez for the interior remodel of 2889 North Avenue, Unit 6. Parking allocation for the units was a major concern. Mr. Lopez supplied me with the following information resulting in the existing parking spaces to be allocated in the following way:

Unit 1 & 2--Subway--27 seats, required parking--	9 spaces
Unit 3--Little Caesar's--all take out,	8 spaces
Unit 4--Clothing Store--800 sq.ft. sales area,	4 spaces
Unit 5--Empty	
Unit 6--Cajun Joe--28 seats,	10 spaces
Unit 7--Empty	
Unit 8--Retail Store--600 sq.ft. sales area,	3 spaces
Unit 9--Bread Store--800 sq.ft. sales area,	4 spaces

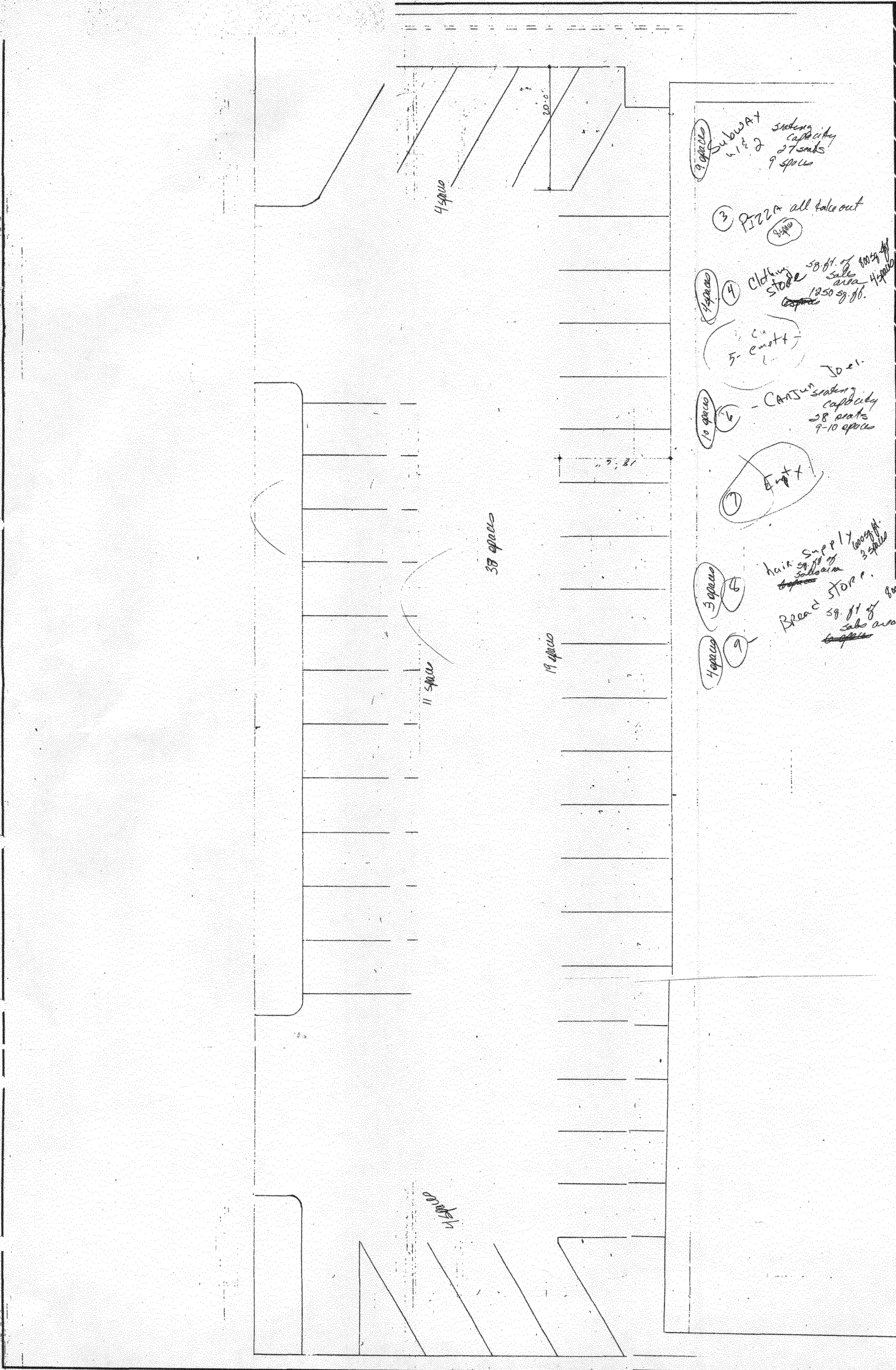
The parking requirement for 7 of the 9 units total 38 spaces which uses up all of your existing on-site parking. Additional parking will be required for units 5 and 7 to be occupied, or the uses in the other units would have to change to something that required less parking.

I wanted to alert you to this situation so you could plan accordingly. Please call me at 244-1446 if you have any questions.

Sincerely,

Katherine M. Portner  
Senior Planner

xc: John Shaver, Asst. City Attorney



- 9 spaces Subway seating capacity 27 seats 9 space
- 3 Pizza all take out 4 space
- 4 Clothing store 58 sq. ft. of 800 sq. ft. sales area 4 space 1850 sq. ft.
- 5- emott
- 10 spaces CASH seating capacity 28 seats 9-10 spaces
- 7 Exit
- 3 spaces hair supply 600 sq. ft. sales area 3 space
- 4 spaces Bread store 59 sq. ft. of 800 sq. ft. sales area 4 space

DRAWN BY	SCALE
REVISION	

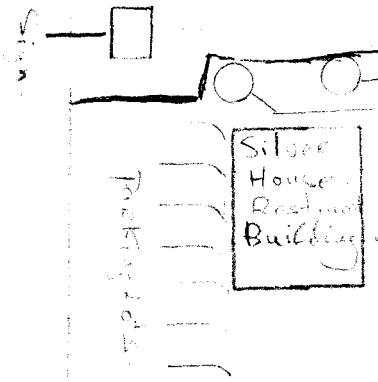


McCloskey Ln

2886

North Ave

South



Grass Lawn (to be set up at Spring)

The owners of Silver House Restaurant  
Commit to providing the landscaping  
as shown by June 1, 1992.

Kathy Portner  
Community Development  
11/8/91

 **Fantastic Sam's**   
the **Original** Family Haircutters<sup>®</sup>

---

January 10, 1996

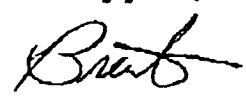
Thomas B. Foster  
4822 S. Carson Street  
Aurora, CO 80015

Dear Mr. Foster,

In response to your questions yesterday as to peak hours, I wish to advise you that you will find the hours from 9:00 a.m. to 11:00 a.m. and 4:00 p.m. to 5:30 or 6:00 p.m. to be your busiest with Saturday being the busiest day of any week. Among our franchisees these have proved, universally, to be peak hours.

Should you have additional questions, we at Fantastic Sam's would be happy to provide answers.

Sincerely yours,



Brent Christensen  
Regional Director  
Fantastic Sam's Rocky Mountain Region



the Original Family Haircutters®

January 10, 1996

Thomas B. Foster  
4822 S. Carson Street  
Aurora, CO 80015

Dear Mr. Foster,

This is in response to your questions on parking needs for a Fantastic Sam's. We have found that at our peak hours we will have up to four stylists working eight to nine different styling, coloring, and perming stations depending on the needs. Since there are only four stylists, they will be servicing four customers at any one time. As we have said in the past, we discourage any type of a wait, but sometimes we will have one or two customers waiting for a service. If there is a wait, we always suggest they take advantage of the food services next door to make their wait time more tolerable. Therefore, our maximum parking needs which would be at our peak times would be ten parking stalls.

Should you have any more questions, we would be happy to provide answers.

Sincerely yours,

Brent Christensen  
Regional Director  
Fantastic Sam's Rocky Mountain Region

LEASE

THIS INDENTURE, dated May 6, 1996, is between the Landlord, Wal-Mart Stores, Inc., and the

Tenant, Anthony W. Sheplay

The Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant, the premises situate in the \_\_\_\_\_\* County of Mesa, State of Colorado, described as follows:

2881 North Avenue, Grand Junction

Property Address

22 Parking spaces in the northeast corner of Lot 1, Wal-Mart

Legal Description

Minor Subdivision

Said premises, with the appurtenances, are to be leased to the Tenant from May 6, 1996,

Date

until November 30, 1996, at and for a rental of \$ 10.00 per year, payable in

Date

~~monthly installments of \$ \_\_\_\_\_, in advance, on or before the \_\_\_\_\_ day of each and every month during the term of this lease at the office of the Landlord or as the Landlord may direct in writing.~~ The Tenant further covenants with the Landlord that Tenant has received said premises in good order and condition, and at the expiration of the term of this lease will yield up said premises to the Landlord in as good order and condition as when the same were entered upon by the Tenant, loss by fire, inevitable accident and ordinary wear excepted, and will keep said premises in good repair during said term at Tenant's own expense.

IT IS FURTHER AGREED by the Tenant that no part of the premises will be sublet, nor will this lease be assigned, without the written consent of the Landlord being first obtained. Tenant will not use nor permit the premises to be used for any purposes prohibited by the laws of the United States or of the State of Colorado or of any other political subdivision.

IT IS MUTUALLY AGREED that if after the expiration of this lease, the Tenant shall remain in possession of said premises and continue to pay rent without a written agreement as to such possession, then the Tenant shall be regarded as a tenant from month to month at a monthly rental payable in advance equivalent to the last month's rent hereunder, and subject to all the terms and provisions of this lease.

IT IS FURTHER MUTUALLY AGREED that in case said premises are left vacant and any part of the rent herein reserved be unpaid, then the Landlord may, without in any wise being obligated to do so and without terminating this lease, re-take possession of said premises and rent the same for such rent and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

IT IS AGREED that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of three (3) days after Landlord has given written notice thereof, Landlord may, at his option, without liability for trespass or for damages; enter into and upon said premises, or a portion thereof; declare the term of this lease ended; repossess the said premises as of the Landlord's former estate; peacefully expel and remove the Tenant, those claiming under him, or any person or persons occupying the same and their effects; all without prejudice to any other remedies available to the Landlord for arrears of rent or breach of covenant.

As the context may require in this lease agreement, the singular shall be deemed to include the plural, and the masculine gender to include the feminine or neuter gender.

This lease, except as above limited, shall be binding upon the heirs, successors and assigns of the parties hereto and may be amended in writing only and executed by the parties.

Should any provision of this lease violate any federal, state or local law or ordinance, that provision shall be deemed amended to so comply with such law or ordinance, and shall be construed in a manner so as to comply.

Additional provisions:

This lease shall automatically terminate upon completion of Tenant's parking lot improvements adjoining Village Lane Shopping Center, said improvements to be located on Lots 10 and 11, Ernst Sparn Subdivision.

Anthony W. Sheplay 5.6.96  
Tenant

John P. Young 5/6/96  
Wal-Mart Stores, Inc. Landlord  
By: John P. Young, Manager

\*If in Denver, insert "City and".



Grand Junction Community Development Department  
Planning • Zoning • Code Enforcement  
250 North Fifth Street  
Grand Junction, Colorado 81501-2668  
(970) 244-1430 FAX (970) 244-1599

January 26, 1996

Greg Schaefer  
Bray Commercial  
225 N. 5th Street, Suite 1020  
Grand Junction, CO 81501

Dear Mr. Shaefer:

We have reviewed the parking requirements for Village Lane Shopping Center, located at 2889 North Avenue. Based on the information provided by you the required number of spaces are as follows:

Units 1 and 2	Subway	9 spaces
Unit 3	Little Caesars	8 spaces
Unit 5	Rocky Mt. Jewelry	3 spaces
Unit 6	Cake Shop	2 spaces
Unit 7	Christy's Clothing	6 spaces
Unit 8	Tropical Island	12 spaces

The total number of parking spaces required for the existing uses is 40. According to a site plan we have on file, 38 spaces exist on-site. Based on the differing peak times of use we agree that 2 additional spaces do not need to be provided for the existing uses. However, additional spaces will be required for the use of Unit 2 and 9, which are currently vacant.

The proposed use of Unit 4 for Fantastic Sam's Hair Salon would require an additional 12 parking spaces (3 spaces per hair stylist). Additional parking would also have to be provided for Unit 9 when it was occupied. The number of spaces would depend on the proposed use. As an office use, 5 spaces would be required.

Mr. George Metz, the owner of the property in 1991, was alerted to the parking problem and the need for additional parking (see attached letter). We will not be able to issue a permit for occupancy of units 4 or 9 until the parking issue is resolved. Development of a new parking lot, or expansion of the existing will require a site plan review process.

If you have questions, please call me at 244-1446.

Sincerely,

A handwritten signature in cursive script, appearing to read "Katherine M. Portner".

Katherine M. Portner  
Planning Supervisor



VILLAGE LANE SHOPPING CENTER  
2889 NORTH AVENUE

#6-91

*figured*

UNIT	SQ.FT.	TENANT	SQ.FT. SALES AREA	SPECIAL FEATURES	PEAK HOURS	PARKING SPACES
1 & 2	1,444	Subway	N/A	26 seats	11:00-1:30 5:00-7:30	9
3	1,448	Little Caesar's	N/A	Take out/Delivery	4:30-8:00	8
4	1,065	Fantastic Sams <i>propose</i>	N/A	4 employees 8 stations	9:00-11:00 4:00-6:00	<i>3/5 sq ft (no measurement) 12</i>
5	1,250	Rocky Mountain Jewelry	432	80% Repair 20% Retail	N/A	<i>1000 sq. sales area 3</i>
6	1,250	Cake Shop	300	75% Retail 25% Contract	N/A	<i>1200 sq. sales area 2</i>
7	1,250	Christy's Clothing	1,150	1-2 Employees Low Volume	N/A	<i>1700 sq. ft. 6</i>
8	1,250	Tropical Island	N/A	2 Employees 6 Tanning Beds	3:00-7:30 7 days a week	<i>2/4 tanning bed 12</i>
9	1,250	Vacant (Prospect for financial services office)				<i>1300 sq. ft. office 5</i>

*57 spaces*

Units 5, 6 & 7 operate from 10-6:00, Monday to Saturday.

*Need additional space for Fantastic Sams  
9 unit 9*

*38 parking spaces on-site*

*Units 1-3, 5-8 would require 40 spaces - will allow for existing 38 acknowledging some sharing*

TROPICAL ISLAND TANNING SALON  
2889 NORTH AVE.

June 26, 1996

Mr. Greg Schaeffer  
Bray & Company  
1015 North 7th  
Grand Junction CO 81501

Dear Greg:

Regarding our phone conversation this date, I wish to advise you of our exact plans for expansion, and the exact type of operation which Tropical Island runs, as I believe that you and the city have both been misled as to exactly how the tanning business works.

We now have six tanning stations in the operation. WE ARE REQUIRED BY LAW TO DIS-INFECT/SANITIZE THE BEDS FOLLOWING EACH USE!! There is no option on this; BOTH THE FDA AND THE STATE REQUIRE IT! We schedule 10 minutes after each use for cleaning the equipment. It is not ABSOLUTELY beyond the realm of possibility that a patron COULD stay around and converse for ten minutes after their session, but the VAST MAJORITY do not, especially since there is usually nobody with whom to converse - the staff is TOTALLY ENGAGED IN CLEANING THE EQUIPMENT TO GET READY FOR THE NEXT SESSION.

Very occasionally, patrons arrive as much as 15 minutes ahead of their scheduled time, but RARELY do we have more than three or four people in the waiting area, and in these cases they do not overlap the session just previous. TO BE TOTALLY UNEQUIVOCAL ABOUT THIS, RARELY DO WE HAVE MORE THAN 10 TANNERS IN THE SALON AT ANY ONE TIME.

Also, it is not at all uncommon to have two, three or four patrons come to the salon together in one car.

With regard to the parking situation, even at the BUSIEST times there has never been a problem of patrons not being able to find parking space. There are only THREE SPACES directly in front of the salon, and usually, patrons are able to find one of them empty. The two staff members who drive cars are not scheduled together, and the other two ride bicycles, so staff parking is not a problem either.

2.

## PLANS FOR FUTURE DEVELOPMENT

Our plans for future development include an expansion into the next-door storefront to give us a total of 3000 square feet in which we plan to install 4 more tanning beds, one or two tanning booths (stand-up type) and eventually two Massage-Therapy rooms. In addition, we are going to include a much needed laundry room and a business office.

Our parking needs should not be more than what is available, however, because the beds will be scheduled such that there is ten to fifteen minutes between occupants, so that we DON'T HAVE CUSTOMER OVERLAP on parking. Fourteen spaces for customers and three for staff should more than accommodate everyone at even the busiest of times. During February, March, April, and May of 1996, there were many days when we were full to capacity and turning many people away - as many as 30 per day. With the new beds and booths, we will be able to accommodate those people. However the beds which we are purchasing are of a different technology than what we now have, and not every customer will want to use them. Therefore, I am predicting that at least two and possible three units will NOT BE IN USE at any given time during the day. The new units operate in a ten, twelve or fifteen minute cycle, so that we will still be able to accommodate more patrons than we are now, without overlap. WE ARE STILL DEALING WITH THAT 10-15 MINUTE CLEANING TIME.

In summary, our experience with parking during the 1996 January - June "Tanning Season" was that there was never a complaint or a parking problem at the Salon. The allocation of TWO PARKING SPACES for each of our facilities (26 - 30 spaces total), while laudable, is an unrealistic and unconscionable mis-use of available parking space which could be allocated much more profitably to other businesses. It is simply UNREALISTIC on our part to even THINK of utilizing that much parking!

Respectfully,

*Newell C. Hoskin*

Newell C. Hoskin  
Financial Manager  
Tropical Islands Tanning Salon

12 beds/booths = 18

file in # 6-91



Grand Junction Community Development Department  
Planning • Zoning • Code Enforcement  
250 North Fifth Street  
Grand Junction, Colorado 81501-2668  
(970) 244-1430 FAX (970) 244-1599

July 9, 1996

Mr. Greg Schaefer  
Bray and Company  
225 N. 5th Street, Suite 1020  
Grand Junction, CO 81501

RE: Tanning Salon

Dear Mr. Schaefer:

I have reviewed the information supplied by Newell Hoskin concerning the parking needs of the Tropical Island Tanning Salon, located at 2889 North Avenue. The Grand Junction Zoning and Development Code does not have standards specific to a tanning salon facility. We had originally discussed a requirement of 2 spaces per tanning bed. Based on the description of the use and how it operates and the shared parking potential of the shopping center as a whole, I am willing to reduce the requirement to 1.5 spaces per tanning bed or booth. That standard would also apply to the massage therapy rooms. That allows for one parking space per facility plus some additional parking for employees and any overlap in customers.

If you have any questions on the above requirement, please call me at 244-1446.

Sincerely,

A handwritten signature in cursive script that reads "Katherine M. Portner".

Katherine M. Portner  
Acting Community Development Director

Boulder -

Arvada - not separate 50-25th on 4.5  
5/1000# - retail comm. center  
4/10-50th. - mall (15)

Colo. Spr. - Left message

Aurora - retail - 5/1000# (15)  
739-7250

Lake wood - beauty/hair care  
1.5 sp. / chair

Littleton - retail - 1/200# ? (15)  
office - 1/300#  
medical - 1/250#

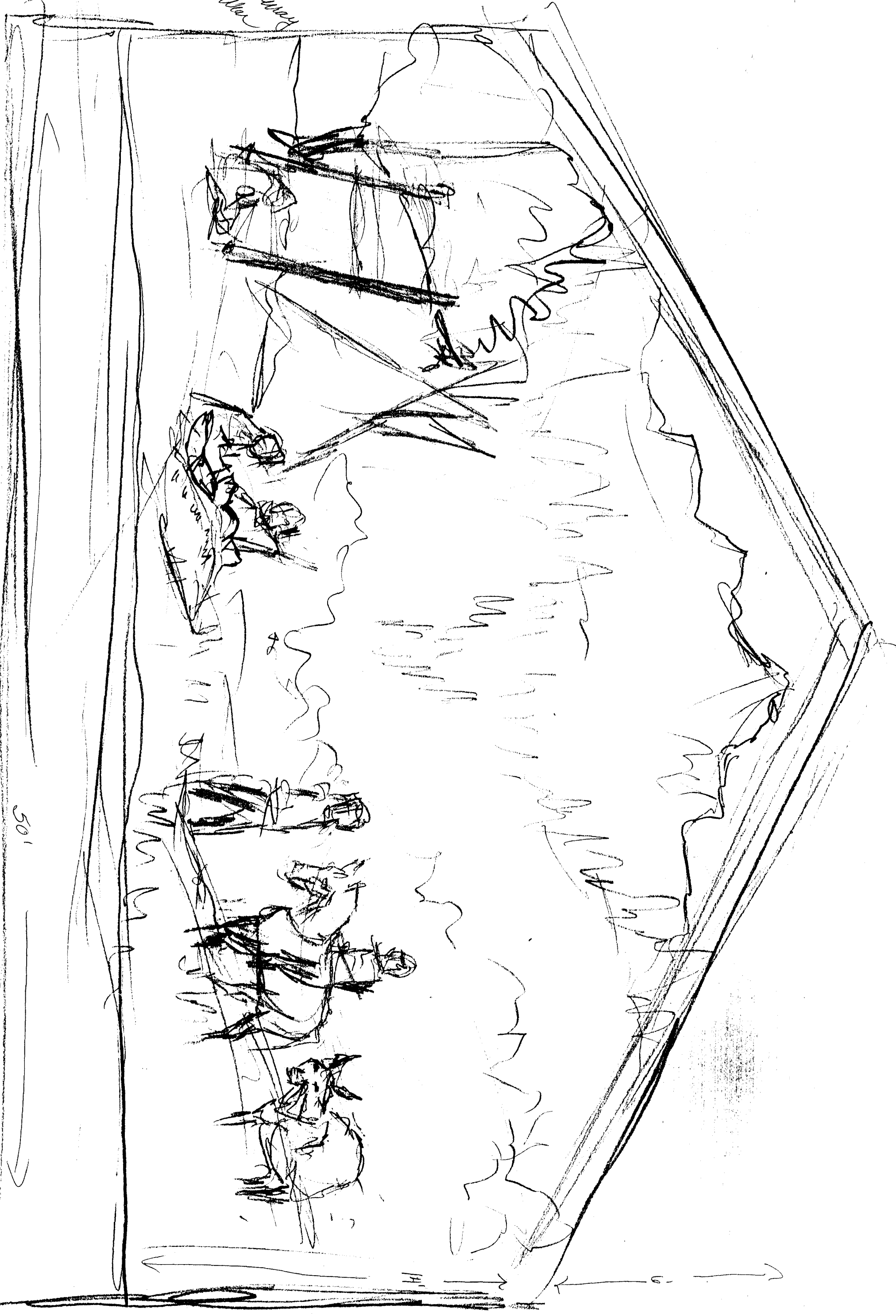
Northglenn - left message

Greeley - no answer

Ft. Collins - 2/3 emp on major  
shift

Commerce City - retail (10)  
1/300#

W. Wall of Quarry  
200 W. Quarry  
N. G. W. Wall of Quarry



501