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File 1992-0071

Name: 1228 Glenwood Ave-Rezone from RMF-64 to C-1 and Alley ROW Vacation

P **S** A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, items are found on the list but are not present in the scanned electronic development file because they are already scanned elsewhere on the system. These scanned documents are denoted with (**) and will be found on the ISYS query system in their designated categories.

r **e** Documents specific to certain files, not found in the standard checklist materials, are listed at the bottom of the page.

s **e** 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.

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| | | |
|---|---|---|
| X | X | Table of Contents |
| X | X | *Review Sheet Summary |
| X | X | *Application form |
| | | Review Sheets |
| X | | Receipts for fees paid for anything |
| | | *Submittal checklist |
| X | X | *General project report |
| | | Reduced copy of final plans or drawings |
| | | Reduction of assessor's map. |
| | | Evidence of title, deeds, easements |
| X | X | *Mailing list to adjacent property owners |
| | | Public notice cards |
| | | Record of certified mail |
| X | | Legal description |
| | | Appraisal of raw land |
| | | Reduction of any maps - final copy |
| | | *Final reports for drainage and soils (geotechnical reports) |
| | | Other bound or non-bound reports |
| | | Traffic studies |
| X | X | *Review Comments |
| X | X | *Petitioner's response to comments |
| | | *Staff Reports |
| | | *Planning Commission staff report and exhibits |
| | | *City Council staff report and exhibits |
| | | *Summary sheet of final conditions |

DOCUMENT DESCRIPTION:

| | | | | | |
|---|---|--|---|---|---|
| X | | Action Sheet - no outcome | X | X | Improvements Agreement - not recorded - scanned with file |
| X | X | Ordinance No. 2638 - ** | X | | Parking Diagram of 12 th Street and Glenwood |
| X | | Certified Mail receipts | | | |
| X | | Commitment to Insure from Abstract & Title Co. of Mesa Co., Inc. | | | |
| X | X | Correspondence | | | |
| X | X | Planning Commission Minutes - ** - 1/21/92, 1/6/93 | | | |
| X | X | Staff Review | | | |
| X | X | City Council Minutes and Agenda for 12/16/92, 5/5/94 | | | |
| X | | Legal Ad - 11/24/92 | | | |
| X | X | Resolution No. 4-93 - ** | | | |
| X | X | Public Notice Posting - 1/11/93 | | | |
| X | | E-mails | | | |
| X | X | Power of Attorney - ** | | | |

IMPACT STATEMENT

The entire Southwest corner of 12th Street and Glenwood, including the subject of this rezone, is owned by the petitioner. The Southwest corner of 12th & Glenwood is zoned C-1. The parcel for this rezone is currently zoned RMF-64. The petitioner requests a rezone to C-1. The intention for both properties including the alley vacation is to convert the property to parking.

The entire site will have all structures removed. The property will conform to the City's standards for parking lots. The paving will occur in the late spring as weather conditions permit.

The alley being vacated does not serve any business and will not affect the current use of the alleyways. This alley is unusual in that it forms a "T" shape in the block. The petitioner is merely asking for a vacation of the alley to facilitate parking layout and to assemble properties for contiguous use.

The impact of this proposed rezone is as follows:

- a. The neighborhood is primarily composed of businesses to the South and North and Mesa State College to the east.
- b. The proposed use for a parking lot will improve the availability of parking to the general public. The parking use is directly adjacent to the major user that requires parking; Mesa State College students. Actual users for parking will not impact residential areas to the east since they will go directly from the public facilities to the proposed parking.
- c. The vacation of the alley will relieve the city of needed maintenance expenses. It will also allow a legal use of the property that will require private ownership to maintain the paved surface and still allow the city a utilities easement. There is a sewer line in the alley which runs north and south.

There will be no adverse impacts to the neighborhood. The petitioner requests the use of the property as public parking.

The impact of drainage upon the City system is minimal as presented by the drainage report dated October 30, 1992. The petitioner requests that credit be given for landscaping that is in the right-of-way. The benefits to the neighborhood for increasing the parking are substantial. If the petitioner is required to provide the five percent within the right-of-way, this will result in a decrease of a muchly needed service in this area.

#71 92
City of Mesa
Planning Department
11/10/92

**ZONING IMPACT
1228 GLENWOOD**

The subject property has neighborhood zoning RMF-64 to the east, Commercial-C1 to the south and Planned Business to the Southeast. The parcel to the West of the subject property is zoned C1 and is owned by the same owner as the requested rezone parcel.

The zoning impact furthers an area in transition. The residential uses along this particular portion of Glenwood have slowly deteriorated since the impact of the commercial uses and of the heavy traffic and parking due to Mesa College have made this area less than highly desirable to traditional residential users.. Therefore the upkeep and maintenance on the structure being removed makes it impossible to justify the continued use of the property as residential income.

Original
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Office of the President
Mesa State College
Grand Junction, CO 81501

Verna Galley
2699 Caribbean
Grand Junction, CO 81506

Paul W. Rohener
2520 Bookcliff
Grand Junction, CO 81501

John Temmer
DBA Taco John
1122 N. 12th St.
Grand Junction, CO 81501

Walter K. Waymeyer
c/o Wakefield
Box 2206
Grand Junction, CO 81502

Joanne
1310 North Ave.
Grand Junction, CO 81501

Darrell Walters
1231 Bunting
Grand Junction, CO 81501

Vivid Color
816 Federal Blvd.
Denver, CO 80204

Robert Hutton
1253 Bunting
Grand Junction, CO 81501

Edward Derryberry
3662 G 7/10 Road
Grand Junction, CO 81506

Vernon Kirkpatrick
1255 Bunting
Grand Junction, CO 81501

Ollin Wineland
3902 Green Hill Ct.
Norman, OK 73069

Lawrence & Glennis Beierle
2017 E. Colfax
Denver, CO 80206

McDonald's Corp.
P.O. Box 66207 AMF O'Hare
Chicago, IL 60666

Cecelia Karins
Gustella Vosburg
1240 Glenwood
Grand Junction, CO 81501

James Townsend II
1254 Glenwood
Grand Junction, CO 81502

Mesa Developmental Services
P.O. Box 1390
Grand Junction, CO 81502

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from Office

#71 92



11/2/94

file

*Revised drawing submitted
Nov 28/94
Reviewed & approved by [unclear] 3/1/95
1/1/95 - Jan. 1/95
November 2, 1994*

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

Edward C. Rozman
3010 C Road
Grand Junction, CO 81503

Dear Mr. Rozman:

This is in follow-up to my letter sent to you dated September 19, 1994 concerning the development requirements for the parking lot on 12th and Glenwood. The following conditions as listed in that letter have still not been met with the submittal of a revised plan:

1. The maximum number of curb cuts, widths and spacing shall be as agreed upon between you and Don Newton, the City Engineer. The existing west curb cut along Glenwood Avenue will remain but will be barricaded and not used (show the barricade and specifications on the site plan). The type of barricade shall be in accordance with section C of the Manual on Uniform Traffic Control Devices. The proposed east curb cut along Glenwood Avenue must line up with an aisle which should coincide with the existing alley right-of-way. The width of the curb cut shall match the aisle width at back of sidewalk with flares out to the street as per City standards.
2. Signage must be shown on the site plan. A sign permit is required.
3. Details of the booth must be submitted for Building Department review.
4. The 6' privacy fence along the east property line must extend to the south property line, but must "step down" in height from 6' at 20' north of the property line along Glenwood to 2.5' at the south property line. Details must be shown on the site plan and a fence permit is required. Indicate on site plan the "step down".
5. As indicated in the staff comments dated 5/5/94, the total landscaping requirement is 4,098.5 sq.ft. Of the required area, 40% must be in shrubs and 9 trees must be provided. The submitted plan shows only 1,415 sq.ft. of landscaped area (as scaled from the drawing). The landscaping shown in the ROW

will be counted toward the requirement, but the remaining required landscaping must be provided on site. At least some of the additional landscaping must be provided along Glenwood Avenue and interior to the parking lot.

As we discussed the required square footage of landscaping can be reduced if more trees are provided and/or the planting size of the trees is more than the required 1 1/2" caliper for deciduous measured 1' above ground and 6' height for conifers. Additional landscaped area could be provided at the south-east corner of the parking lot and between driveway cuts along Glenwood and in the north-east corner of the lot. The landscaped areas in the north-west and south-west corner of the lot could also be increased in size.

The total square footage of landscaping shown on the revised plan is 2012 sq.ft. with only 8 trees shown. The additional square footage must be provided. A proposal may be made for our review increasing the number of trees instead of providing all of the required additional square footage of landscaping.

6. A drainage fee of \$787.17 shall be paid.
7. A permit will be required from the Public Works Department for all work in the public right-of-way.
8. An appraisal for the property rezoned to "P" (parking) must be submitted. Open space fees equal to 5% of the appraised value must be paid.
9. As agreed to by Jim Shanks, Public Works and Utilities Director, a Power of Attorney for future alley improvements to the east-west alley north of the property will be accepted in lieu of the original requirement for payment of \$22.50 per linear foot.
10. An improvements agreement and guarantee will be required for all of the required improvements if the parking lot is to continue to be used.

A revised site plan, POA for alley improvements, appraisal and draft improvements agreement/guarantee is still required. Upon approval of the plan, the drainage fee and open space fee must be paid and the improvements agreement/guarantee finalized and recorded.

Because all of the conditions as set forth in the September 19th letter were not met I have no option but to turn this case over to our Code Enforcement Division. All of the above conditions must be met for the property to be in compliance with the Code.

Thank you for your cooperation.

Sincerely,

original was signed

Katherine M. Portner
Planning Supervisor

xc: Ivy Williams, Code Enforcement
John Shaver, Assistant City Attorney

REVIEW COMMENTS

Page 1 of 4

FILE NO. #71-92 **TITLE HEADING: Rezone/Vacate Alley - Glenwood & 12th**

ACTIVITY: Rezone RMF-64 to C-1 and Vacate alley right-of-way

LOCATION: 1228 Glenwood Avenue

PETITIONER: Edward G.Rozman

PETITIONER'S ADDRESS/TELEPHONE: 1048 Independent Avenue #201
Grand Junction, CO 81505
(303)245-7571 (W)

ENGINEER/REPRESENTATIVE: Richard Scariano

STAFF REPRESENTATIVE: Karl Metzner

**NOTE: WRITTEN RESPONSE BY THE PETITIONER TO THE REVIEW COMMENTS
IS REQUIRED ON OR BEFORE 5:00 P.M., November 24, 1992**

CITY AGENCIES:

CITY FIRE DEPARTMENT **11/17/92**
George Bennett **244-1400**

As long as access to properties that border this rezone and alley vacation is not hindered, we have no objections.

CITY PARKS & RECREATION **11/17/92**
Don Hobbs **244-1542**

We need an appraisal for determination of Open Space Fees. Please forward ASAP.

Note: Representative needs a compass - This is the Northeast corner not the Southwest.

POLICE DEPARTMENT **11/17/92**
Marty Currie **244-3563**

No problems noted.

DEVELOPMENT ENGINEER 11/17/92
Gerald Williams 244-1590

See attached Review Comments.

CITY UTILITIES ENGINEER 11/17/92
Bill Cheney 244-1590

Water - The 6" line in Glenwood is not affected by the vacation.

Sewer - No objection to vacation provided a 20' utility easement centered on the sewer line is provided in lieu of the alley right-of-way that would be vacated.

COMMUNITY DEVELOPMENT DEPARTMENT 11/17/92
Karl Metzner 244-1439

This rezone is requested to allow the use of this site as a parking lot. Zoning to the east and north is RMF-64 while zoning to the south and west is C-1. Approval of the zoning as requested would extend the commercial zoning further into a residential area. We recommend a "P" Parking Zone instead of the C-1. The "P" zone would allow the proposed use and could be used as parking for a future business building on the C-1 zoned property. It would also act as a buffer between the C-1 and RMF-64 zones. All screening, landscape, and design requirements would require approval through the site plan review process (administrative).

No objection to alley vacation.

COUNTY & STATE AGENCIES:

MESA COUNTY PLANNING 11/17/92
Matt Osborn 244-1724

This application does not stipulate what the parking will be used for. I have concerns about pedestrian traffic crossing 12th Street to the college without a signalized crosswalk. The parking lot should meet the City of Grand Junction parking lot landscaping requirements.

REVIEW COMMENTS
for
#71-92
(1228 Glenwood Avenue Rezone and Alley Vacation)
11/04/92

1. If the alley is to be vacated between the two parcels of property owned by the petitioner, the following conditions should be met:
 - i) All of the alley south of the northern boundary of the east parcel shall be vacated, leaving only an "L" shaped alley to the north;
 - ii) Ingress and egress from the site to the remaining alley and vice versa shall be prohibited by barrier; and
 - iii) The existing alley curb cut on Glenwood Avenue must be closed up if it is not intended to be used.

2. Conditions should be placed upon the rezone and/or alley vacation to require future submittal for review and approval of proposed facilities. Specific concerns we have with the preliminary site plan in addition to above stated conditions are:
 - i) The petitioner will be responsible for improvements in the east-west alley north of the property at the rate of \$22.50 per lineal foot of adjacent property;
 - ii) A six foot high wall or screen fence is required on the east side of the parking lot;
 - iii) Handicap stalls do not meet ADA requirements;
 - iv) An engineered grading and drainage plan and report and detention would be required;
 - v) Additional sidewalk would be required along Glenwood Avenue;
 - vi) Clarification of curb type along Glenwood Avenue would be required; and
 - vii) All other criteria governing proposed development must be complied with.

By Gerald R. Williams 244-1591

OTHER REVIEW AGENCIES:

| | |
|-------------------------------|-----------------|
| PUBLIC SERVICE COMPANY | 11/17/92 |
| Dale Clawson | 244-2695 |

Public Service Company of Colorado required the vacated alley be changed to utility easement. DC

| | |
|-------------------|-----------------|
| U.S. WEST | 9/17/92 |
| Leon Peach | 244-4964 |

There is a large buried telephone cable in the alley north from Glenwood to Bunting and a smaller buried cable north from Glenwood to east/west alley and then rises on a pole and goes east. There definitely would be a need for utility easement to remain with access obtainable for service vehicles.

November 30, 1992

Mr. Karl Metzner
Community Development Department
250 North 5th Street
Grand Junction, CO 81501

Re: #71-92, Petitioner Response

Dear Mr. Metzner:

The following letter responds to requests by the review agencies for the re-zone proposal. The petitioner's response shall be in the same form as the original review comments:

1. The final configuration of traffic may be best served by an egress on the alley at the rear of the parcel to be vacated. This may help alleviate severe stacking problems and entry problems that may occur on Glenwood Avenue during class changes. Depending upon the final approval by engineering, the configuration of the parking lot as well as some of the landscaping may be altered.
2. The petitioner will accept responsibility for improvements on the east/west alley that comprises approximately 65 feet at the rate of \$22.50 per lineal foot.
3. Petitioner will install, in the spring, a type of screen fencing to visually separate this property from the adjacent property. The petitioner requests guidelines as to whether this fencing should be extended into the front yard of the adjacent property.
4. The handicapped stalls will be modified to meet ADA requirements.
5. Enclosed is an engineered grading and drainage plan and report. We would prefer to use landscaping detention since the runoff is so minimal.
6. The petitioner is willing to install sidewalk along Glenwood Avenue to bridge the areas in between the curb cuts. The curbing will be defined on the final drawing.
7. The petitioner requests that the area from the corner of 12th to east end of the rezoned property be designated as no parking zone so that vehicular access will be available and that site clearance will be made easier in order not to pose a potential stacking problem for ingress and egress along Glenwood and 12th.
8. The petitioner will grant the 20 foot easement in the alley for utility purposes. The former alley will be paved as per the parking lot.
9. The petitioner currently has most of the landscaping designated on 12th street in the right-of-way. The petitioner intends to provide over 2,066 sq. ft. of landscaping which is 902 sq. ft. more than required. Fifty-four percent of the landscaping lies within the right-of-way. The petitioner requests that this landscaping be allowed so that the visual impact will be softened and the general public benefits from the landscape efforts of the owner.

Karl Metzner
Page 2
November 30, 1992

The petitioner intends to comply with all regulations and is receptive to improvements by the planning staff. If there are any additional comments or situations that need to be addressed, please give the petitioner's representative a call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard Scariano". The signature is written in black ink and is positioned above the printed name.

Richard Scariano

RS/fah

STAFF REVIEW

FILE # 71-92

DATE: December 1, 1992

REQUEST: Rezone from RMF-64 to C-1 and alley vacation

LOCATION: 1228 Glenwood Ave

APPLICANT: Edward G. Rozman C/O Richard Scariano

EXISTING LAND USE: Vacant land

PROPOSED LAND USE: Parking Lot

SURROUNDING LAND USE:

NORTH-- Residential

EAST-- Residential

SOUTH-- Commercial

WEST-- Vacant

RELATIONSHIP TO COMPREHENSIVE PLAN/POLICIES/GUIDELINES: n/a

STAFF ANALYSIS: The rezoning is being requested to allow the use of the parcel as a parking lot. However if the parcel is zone to C-1, any use allowed in the C-1 zone could be placed on the property in the future. With the extreme shortage of parking around the college additional parking lots could help relieve congestion caused by on-street parking. In order to avoid extending commercial uses further into residential a "P" Parking zone should be considered. Alley vacation must be subject to a utility easement. Review comments dealing with the design of the parking & access will be considered through the site plan approval process.

STAFF RECOMMENDATION: Recommend approval of rezoning to "P" Parking zone and vacation of alley subject to utility easement.

P.C. 12/1/92

Rezone - approved to "P" parking

Alley Vacation - denied; recommend revocable permit

C: C 12/16/92

Rezone approved

*Alley Vacation - denied; process revocable permit for
2nd reading*

MEMORANDUM

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT

FEB 09 1993

DATE: February 9, 1993
TO: Karl Metzner, City Engineer
FROM: Don Newton, City Engineer *JDN*
SUBJ: Parking Lot at 12th & Glenwood (Plan Review)

I have reviewed the revised site plan (received 2-8-93) for the proposed parking lot and have the following comments:

1. Landscaping in right-of-way will require revocable permit. Need detailed plans provided for irrigation system. Landscape and irrigation plans should be reviewed by City Parks Department.
2. No planting over 30" in height allowed in 60' sight triangle at street intersection.
3. Walkways between parking lot and sidewalk on 12th Street shall have smooth uniform surface. What type of material is proposed? Details and surface tolerances must be shown on plan.
4. Show detail of "posts" shown to close alley and driveway. Are these posts removable? Why are posts shown across westerly driveway?
5. The westerly most driveway may not be widened if it is not going to be used.
6. Access to easterly most parking aisle is too narrow (12.05'). The end parking stall should be eliminated.
7. The end parking stall should be eliminated. A concrete driveway apron (full width of curb, gutter, and sidewalk) will be required at previous alley driveway. Sides of apron should be flared per City Standards. Permit required for driveway construction.
8. Grading and drainage plan and report remain incomplete (See previous comments by Gerald Williams dated 12-18-92).
9. Where are "curb openings" referred to in general notes?
10. Need one additional handicap parking space (3 total) for 68 parking spaces. Need handicap parking signs and one "van accessible" sign required per U.F.A.S. or A.D.A. Standards.

xc: Gerald Williams

file\dn\parklot.12t



April 1, 1994

Grand Junction Community Development
Code Enforcement Division
250 North 5th Street
Grand Junction, Colorado 81501-2668
(303) 244-1583 FAX (303) 241-1599

Richard Scariano
1048 Independent Ave., Suite A-201
Grand Junction, CO 81505

Mr. Scariano,

Recently I contacted you and requested that you submit your revised site plan for the parking lot at 1228 Glenwood. We do have an incomplete site plan, dated October 1992, on file at the City, however we do not have a revised site plan which indicates that all comments made by the City have been satisfied. The City Engineer does reference a revised site plan in memorandum dated 2-9-93.

Regardless of your submittal of your revised site plan, you have not yet completed the site improvements required of you. There are also concerns that you have installed parking in such a manner that parked vehicles are causing site distance problems for cars westbound on Glenwood attempting to turn onto 12th St..

Please be advised that you must submit a revised site plan to the Community Development Department by no later than 4-8-94. Additionally you will need to speak with one of the planners in this department and determine when you will complete your on-site improvements.

If you have further questions please contact the Community Development Department at 244-1430.

Respectfully,

A handwritten signature in cursive script, appearing to read "Jan Koehn".

Jan Koehn
Code Enforcement Supervisor

xc: Edward Rozman
File

REVIEW COMMENTS

Page 1 of 2

FILE #71-92(2)

TITLE HEADING: Parking Lot

LOCATION: NE corner of 12th & Glenwood

PETITIONER: Dick Scariano

PETITIONER'S ADDRESS/TELEPHONE: 1048 Independent #A-201
Grand Junction, CO 81505

STAFF REPRESENTATIVE: Kathy Portner

NOTE: WRITTEN RESPONSE BY THE PETITIONER TO THE REVIEW COMMENTS IS
REQUIRED ON OR BEFORE 5:00 P.M., MAY 25, 1994.

CITY DEVELOPMENT ENGINEER
Don Newton

30 back of walk
4/27/94
244-1559

1. The maximum curb cut length shall be 40' measured at the curb. Proposed curb cuts must be reduced in length by 12' each. The minimum distance between curb cuts shall be 35' measured at the curb. The curb cuts should line up on parking lot aisles.
2. Space should be provided at the north end of each parking row to allow traffic circulation through the parking lot.
3. The owner is responsible for constructing the sidewalk where none exists along the property frontage on Glenwood Avenue.
4. A drainage fee will be required in accordance with City Ordinance No. 2698.
5. A permit will be required from the Public Works Department for all work in the public right-of-way.

COMMUNITY DEVELOPMENT DEPARTMENT
Kathy Portner

5/5/94
244-1446

See attached comments.

Community Development Dept.
Review comments for Parking Lot site plan, File #71-92
5/5/94

1. An appraisal was required for the property rezoned to "P" (Parking) to determine open space fees. A copy is not in the file. Open space fees equal to 5% of the appraised value are due.
2. Alley improvement costs of \$22.50 per linear foot for the east-west alley north of the property were required. Receipt of such payment is not in the file. Payment must be made or proof of payment submitted.
3. Review comments dated 11/4/92 indicate 3 handicap spaces are required. Only 2 are shown on the plan.
4. The landscaping requirement is based on the following:
C-1 zoned property: 75% of front yard setback
12th Street frontage--110 l.f. x 15' (required setback) x .75
=1,237.5 sq.ft.
Glenwood frontage--140 l.f. x 5' x .75 = 525.0 sq.ft.

"P" zoned property: 10% of land area
87' x 120' = 10,440 x .10 = 1,044 sq.ft.

In addition, for any parking area providing for more than 15 spaces, 5% of the parking area shall be landscaped.
 $110 \times 140 = 15,400 \text{ sq.ft.}$
 $87 \times 120 = 10,440 \text{ sq.ft.}$
 $25,840 \text{ sq.ft.} \times .05 = 1,292 \text{ sq.ft.}$

 $1,237.5 + 525 + 1,044 + 1,292 = 4,098.5 \text{ sq.ft.}$ total landscaped area required.
40% of the required landscaped area must be in shrubs and 9 trees are required. **All of the required landscaping must be on-site, not in the ROW.** A revised site plan must be submitted showing the required landscaping.
5. The parking lot must be paved.
6. Any existing or proposed signage must be shown on the plan.
7. The plan must show the location of the pay booth. Details of the booth must be submitted for Building Department review.
8. The 6' privacy fence along the east property line must extend to the south property line, but must "step down" in height from 6' at 20' north of property line along Glenwood to 2.5' at the south property line.

May 24, 1994

Kathy Portner
Community Development Department
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

Re: File No. 71-92(2)
NE corner of 12th & Glenwood

Dear Ms. Portner:

The following is a response to your comments as required per your review dated 4/27 and 5/5/94. The following changes shall be made in our submittal and should comply with your request.

1. As per discussion with Mr. Don Newton, City Engineer, we will reduce the maximum curb cuts to 35'. This will allow better circulation traffic and access to Glenwood Avenue.
- OK* 2. The changes will be made in the parking configuration to allow circulation within the parking lot.
- Must be paid* 3. The petitioner requests that the proposed sidewalk improvements are already funded. The petitioner has paid taxes and should now receive the benefit of taxes that he has paid over the years.
- OK* 4. As calculated by Jodi Kliska, the drainage fee of \$787.17 shall be paid upon your request.
- OK* 5. The appraisal was not discussed in the original review, yet the petitioner is willing to provide a letter of appraisal for the open space fee indicating the value prior to development.
- OK* 6. The petitioner will provide the alley improvements at \$22.50 a linear foot upon Planning Department's request.
- OK* 7. The handicap spaces shall be increased to three as required.
- ?* 8. As requested in the November 30, 1992 letter to Community Development Department, much of the landscaping was requested to be provided within the right-of-way. The planning staff and petitioner both agreed at that time the public's benefit would best be served by having landscaping in an area that would be most highly visible to the public, i.e. the area along 12th Street. Upon review with planning staff May 12, we requested a determination of this ruling and as yet have received no ruling. We strongly feel that it is in the public's benefit not to have a "no man's land" between petitioner's improvements and the sidewalk.

In addition, the parking lot is providing a service to the community by reducing the parking pressure within this area. If all the landscaping is required to be outside the right-of-way, then the petitioner would face severe economic hardship. The compliance with this request would require the petitioner to eliminate one entire row of parking or ten stalls.

- Sign Permit?*
9. The parking lot will be paved. Existing signage has received approval by the City and will be shown on the site plan.
- ok* 10. The privacy fence heights will be adjusted as per the staff's request.

The revised site plan will be submitted in accordance with these provisions if the planning staff approves. We will await your response prior to providing a final site plan for your review. If there are any changes which need to be addressed, please let us know at your earliest convenience.

Respectfully submitted,


Richard Scariano

RS/fah

? location of pay booth ?



City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX: (303) 244-1599

June 2, 1994

Ed Rozman
3010 C Road
Grand Junction, CO 81503

RE: 1994 New Sidewalk Construction - 1200 North 12th Street

Dear Mr. Rozman:

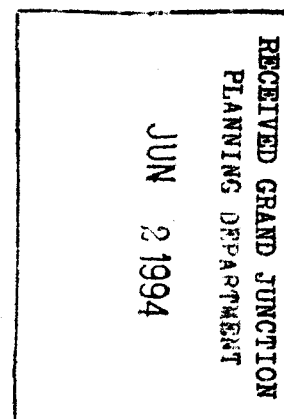
Construction of the sidewalk and driveway on Glenwood Avenue adjacent to the property you own at 1200 North 12th Street has been deleted from the 1994 New Sidewalk Construction Project. Since these improvements were required in the rezoning of this property, they are not eligible for inclusion in this project. Their inclusion on the project list was an oversight on our part.

Sincerely,

A handwritten signature in cursive script that reads "T. Kent Harbert".

T. Kent Harbert, P.E.
Project Engineer

cc: Dick Scariano, Omega Realty
Don Newton, City Engineer
Kathy Portner, Community Development
Project File





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 6, 1994

Richard Scariano
Omega Realty
1048 Independent Ave., Suite A-201
Grand Junction, CO 81505

Dear Mr. Scariano:

In follow-up to your response to comments on the parking lot at the corner of 12th Street and Glenwood Avenue the following conditions shall apply:

1. The maximum curb cut length shall be 40' measured at the curb and 30' measured at the back of walk. The minimum distance between curb cuts shall be 35' measured at the curb. The curb cuts must line up on parking lot aisles.
2. Space shall be provided at the north end of each parking row to allow traffic circulation through the parking lot.
3. Sidewalk must be constructed along Glenwood Avenue.
4. A drainage fee of \$787.17 shall be paid.
5. A permit will be required from the Public Works Department for all work in the public right-of-way.
6. An appraisal for the property rezoned to "P" (parking) must be submitted. Open space fees equal to 5% of the appraised value must be paid.
7. Alley improvement costs of \$22.50 per linear foot for the east-west alley north of the property are is required.
8. Three handicap spaces must be provided.
9. The parking lot must be paved and striped.
10. Signage must be shown on the site plan.
11. The plan must show the location of the pay booth. Details of the booth must be submitted for Building Department review.
12. The 6' privacy fence along the east property line must extend to the south property line, but must "step down" in height from 6' at 20' north of the property line along Glenwood to 2.5' at the south property line. Details must be shown on the site plan and a fence permit is required.



13. As indicated in the staff comments dated 5/5/94 (see attached), the total landscaping requirement is 4,098.5 sq.ft. Of the required area, 40% must be in shrubs and 9 trees must be provided. The submitted plan shows only 1,415 sq.ft. of landscaped area (as scaled from the drawing). The landscaping shown in the ROW will be counted toward the requirement, but the remaining required landscaping must be provided on site. At least some of the additional landscaping must be provided along Glenwood Avenue and interior to the parking lot.

Please submit a revised plan with the required changes and the appraisal to the Community Development Department by July 27, 1994. Upon approval of the plan the drainage fee, open space fee and alley fees must be paid. An improvements agreement and guarantee will also be required for the paving, landscaping, fencing, sidewalk and driveway improvements.

Thank you for your cooperation.

Sincerely,



Katherine M. Portner
Planning Supervisor

xc: Ivy Williams, Code Enforcement

file

Sent by certified mail



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

September 19, 1994

Edward C. Rozman
3010 C Road
Grand Junction, CO 81503

Dear Mr. Rozman:

This is in follow-up to our meeting on 8/31/94 regarding required improvements to the parking lot on the north-east corner of Glenwood Avenue and 12th Street. At that meeting you had indicated you would contact me after your meeting with Jim Shanks on 9/7/94 with a proposed schedule for completing the plans and the work. Since I have not heard from you and have been unable to contact you by phone, this letter will serve as official notice of the deadlines and requirements that must be met to avoid Code Enforcement action.

The following conditions for the site plan and other requirements shall apply:

1. The maximum number of curb cuts, widths and spacing shall be as agreed upon between you and Don Newton, the City Engineer. The existing west curb cut along Glenwood Avenue will remain but will be barricaded and not used. The type of barricade shall be in accordance with section C of the Manual on Uniform Traffic Control Devices. The proposed east curb cut along Glenwood Avenue must line up with an aisle which should coincide with the existing alley right-of-way. The width of the curb cut shall match the aisle width at back of sidewalk with flares out to the street as per City standards.
2. Circulation through the parking lot shall be approved by the City Development Engineer. Through circulation or turn-arounds will not be required for the western most rows of parking as long as the parking lot is used only with an attendant present to direct traffic. If at any time the parking lot is no longer attended, through circulation or a turn-around shall be required.
3. Sidewalk must be constructed along Glenwood Avenue.
4. Three handicap spaces must be provided.
5. The parking lot must be paved and striped.
6. Signage must be shown on the site plan. A sign permit is required.

7. The plan must show the location of the pay booth. Details of the booth must be submitted for Building Department review.
8. The 6' privacy fence along the east property line must extend to the south property line, but must "step down" in height from 6' at 20' north of the property line along Glenwood to 2.5' at the south property line. Details must be shown on the site plan and a fence permit is required.
9. As indicated in the staff comments dated 5/5/94, the total landscaping requirement is 4,098.5 sq.ft. Of the required area, 40% must be in shrubs and 9 trees must be provided. The submitted plan shows only 1,415 sq.ft. of landscaped area (as scaled from the drawing). The landscaping shown in the ROW will be counted toward the requirement, but the remaining required landscaping must be provided on site. At least some of the additional landscaping must be provided along Glenwood Avenue and interior to the parking lot.

As we discussed the required square footage of landscaping can be reduced if more trees are provided and/or the planting size of the trees is more than the required 1 1/2" caliper for deciduous measured 1' above ground and 6' height for conifers. Additional landscaped area could be provided at the south-east corner of the parking lot and between driveway cuts along Glenwood and in the north-east corner of the lot. The landscaped areas in the north-west and south-west corner of the lot could also be increased in size.

10. A drainage fee of \$787.17 shall be paid.
11. A permit will be required from the Public Works Department for all work in the public right-of-way.
12. An appraisal for the property rezoned to "P" (parking) must be submitted. Open space fees equal to 5% of the appraised value must be paid.
13. As agreed to by Jim Shanks, Public Works and Utilities Director, a Power of Attorney for future alley improvements to the east-west alley north of the property will be accepted in lieu of the original requirement for payment of \$22.50 per linear foot.
14. An improvements agreement and guarantee will be required for all of the required improvements if the parking lot is to continue to be used.

A revised site plan, POA for alley improvements, appraisal and draft improvements agreement/guarantee must be received in the Community Development office by 5:00 p.m. September 30, 1994 to



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

October 3, 1994

Edward C. Rozman
3010 C Road
Grand Junction, CO 81503

Dear Mr. Rozman:

This is in follow-up to my letter to you dated September 19, 1994. As we discussed I will extend the deadline for submitting a revised site plan, POA for alley improvements, appraisal and draft improvements agreement/guarantee to 5:00 p.m. October 11th. All other conditions of the previous letter will apply.

Sincerely,

A handwritten signature in cursive script, reading "Kathy Portner".

Katherine M. Portner
Planning Supervisor

xc: Ivy Williams, Code Enforcement
Attachment



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

November 15, 1994

Edward C. Rozman
3010 C Road
Grand Junction, CO 81503

Dear Mr. Rozman:

This is in follow-up to our meeting today to finalize the requirements for the parking lot at 12th and Glenwood. As agreed upon, the revised site plan will be received in our office no later than 5:00 p.m. November 28, 1994. Staff will review the plan by 5:00 p.m. November 30th. Based on an approved plan, an improvements agreement and guarantee, appraisal and open space payment of 5% of the appraised value and drainage fee of \$787.17 must be received in our office by 5:00 p.m. January 4, 1995. Failure to meet either of the above deadlines will result in the Code Enforcement Division issuing a ticket on the violation.

Thank you for your cooperation.

Sincerely,

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

Katherine M. Portner
Planning Supervisor

xc: Ivy Williams, Code Enforcement



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

December 5, 1994

Edward C. Rozman
3010 C Road
Grand Junction, CO 81503

Dear Mr. Rozman:

I have reviewed the revised plans you submitted for the parking lot at 12th and Glenwood. All the changes we had discussed at our November 15th meeting have been addressed with the plan. The plan is approved as a controlled parking lot with an attendant. The landscaping in the ROW will require issuance of a revocable permit by the City. I will prepare the necessary documents prior to you installing the landscaping. Please be advised, because a portion of the landscaping requirement for this site is being met with the landscaping in the ROW, if the ROW is needed in the future the landscaping will have to be relocated onto the site. Any different use of the site in the future will require the applicable review and conformance with all codes and ordinances in effect at that time.

Three clarifications I have made on the approved site plan is that an underground, pressurized irrigation system is required for all landscaped areas, raised curbing must be provided to separate the landscaped areas from the parking area and the 6' wooden privacy fence must be stepped down in height from 6' at 20' north of the property line along Glenwood to 2.5' at the south property line.

Because of the holidays I am extending the deadline for the remainder of the requirements one week. The following items must be received in our office by 5:00 p.m. January 11, 1995:

1. An Improvements Agreement with cost estimates for all of the improvements shown on the approved site plan. The Improvements Agreement should also contain a statement as to what form of financial guarantee you are proposing. The financial guarantee must be finalized once the Improvements Agreement is reviewed and approved.
2. A drainage fee of \$787.17.
3. An appraisal for the property rezoned to "P" (parking) and payment of open space fees equal to 5% of the appraised value.

All work in the City ROW requires a permit from the Public Works Department. A separate fence permit will also be required for all fencing. Thank you for submitting the revised plan in a timely

IMPROVEMENTS AGREEMENT
(Site Plan)

1. **Parties:** The parties to this Improvements Agreement ("the Agreement") are Commercial Land Co., ("the Developer") and **THE CITY OF GRAND JUNCTION, Colorado** ("the City").

THEREFORE, for valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

2. **Effective Date:** The Effective Date of the Agreement will be the date that this agreement is recorded.

RECITALS

The Developer seeks permission to develop property within the City, which property is more particularly described on Exhibit "A" attached and incorporated by this reference ("the Property"). The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements and limiting the harmful effects of substandard development. The purpose of this Agreement is to protect the City from the cost of completing improvements itself and is not executed for the benefit to materialmen, laborers, or others providing work, services or materials to the Developer. The mutual promises, covenants and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and the City's land development ordinances.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer will design, construct and install, at its own expense, those improvements listed on Exhibit "B" attached and incorporated by this reference. The Developer agrees to pay the City for inspection services performed by the City, in addition to amounts shown on Exhibit B. The Developer's obligation to complete the improvements is and will be independent of any obligations of the City contained herein.
4. **Security:** To secure the performance of its obligations under this Agreement (except its obligations for warranty under paragraph 6), the Developer will enter into an agreement which complies with either option identified in paragraph 28, or other written agreement between the City and the Developer.
5. **Standards:** The Developer will construct the Improvements according to the standards and specifications required by the City Engineer or as adopted by the City.

6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of twelve (12) months from the date that the City Engineer accepts or approves, in writing, the improvements completed by the Developer.

7. **Commencement and Completion Periods:** The improvements, each and every one of them, will be completed within ★ from the Effective Date of this Agreement (the "Completion Period"). *★ By June 30, 1995.*

8. **Compliance with Law:** The Developer shall comply with all relevant federal, state and local laws, ordinances and regulations in effect at the time of site plan/development approval when fulfilling its obligations under this Agreement.

9. **Notice of Defect:** The Developer's Engineer shall provide timely notice to the Developer, contractor, issuer of security and the City Engineer whenever inspection reveals, or the Developer's Engineer otherwise has knowledge, that an improvement does not conform to City standards and any specifications, or is otherwise defective. The Developer will have thirty (30) days from the issuance of such notice to correct the defect.

10. **Acceptance of Improvements:** The City's final acceptance and/or approval of improvements will not be given or obtained until Developer presents a document or documents, for the benefit of the City, showing that the Developer owns the improvements in fee simple and that there are no liens, encumbrances, or other restrictions on the improvements. Approval and/or Acceptance of any improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the improvement that is detected or which occurs after the approval and/or acceptance.

11. **Use of Proceeds:** The City will use funds deposited with it or drawn under the bank disbursement agreement entered into between the parties, only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

12. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period:

- a. Developer's failure to complete each portion of the Improvements in conformance with the agreed upon time schedule; the City may not declare a default until a (14) calendar day notice has been given to the Developer;
- b. Developer's failure to demonstrate reasonable intent to correct defective construction of any improvement within the applicable correction period; the City may not declare a default until a (14) calendar day notice has been given to the Developer;

- c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; in such event the City may immediately declare a default without prior notification to the Developer;
- d. Notification to City, by any lender with a lien on the property, of a default on an obligation; the City may immediately declare a default without prior notification to the Developer;
- e. Initiation of any foreclosure action of any lien or initiation of mechanics lien(s) procedure(s) against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; the City may immediately declare a default without prior notification to the Developer.

13. **Measure of Damages:** The measure of damages for breach of this Agreement by the Developer will be the reasonable cost of satisfactorily completing the Improvements plus reasonable City administrative expenses. For improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion; however neither that amount or the amount of a letter of credit, the subdivision improvements disbursement agreement or cash escrow establish the maximum amount of the Developer's liability.

14. **City's Rights Upon Default:** When any event of default occurs, the City may draw on the letter of credit or cash deposit to the extent of the face amount of the credit or full amount of the deposit, less ninety percent (90%) of the estimated cost (as shown on Exhibit B) of all improvements previously accepted by the City, or may exercise its rights to disbursement of loan proceeds or other funds under the disbursement agreement. The City will have the right to complete improvements itself or it may contract with a third party for completion, and the Developer grants to the City, its successors, assigns, agents, contractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining and repairing such improvements. Alternatively, the City may assign the proceeds of the letter of credit, the disbursement agreement, cash, or other funds or assets to a subsequent developer (or a lender) who has acquired the Development by purchase, foreclosure or otherwise, who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements and provides reasonable security for the obligation. In addition, the City may also en-join the sale, transfer, or conveyance of the Development, until the Improvements are completed or accepted. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

15. **Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officer, employees and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the Development or on the Property pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer against the City. The Developer is not an agent or employee of the City.

16. **No Waiver:** No waiver of any provision of this Agreement by the City will be deemed to or constitute a waiver of any other provision, nor will it be deemed to or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

17. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or its authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

18. **Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court awards relief to both parties, the attorney's fees may be equitably divided between the parties by the decision maker.

19. **Vested Rights:** The City does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the City, if any, before the Developer is entitled to commence development or to transfer ownership of property in the Development.

20. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

21. **Time:** For the purpose of computing the Abandonment and Completion Periods, and time periods for City action, such times in which war, civil disasters or acts of God occur or exist will not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

22. **Severability:** If any part, term or provision of this Agreement is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

23. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will expressly release the original Developer's guarantee or obligations if it accepts new security from any developer or lender who obtains the Property. However, no other act of the City will constitute a release of the original Developer from this liability under this Agreement.

24. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested and addressed as follows:

If to Developer:

Commercial Land Co.
3040 C Road
H. J., CO 81503

If to City:

City of Grand Junction
Community Development Director
250 N. 5th Street
Grand Junction, CO 81501

25. **Recordation:** Developer will pay for any and all costs to record a copy of this Agreement in the Clerk and Recorder's Office of Mesa County, Colorado.

26. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

27. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement, whether arising out of or relating to the Agreement, letter of credit, disbursement agreement, cash deposit or any action to collect security will be deemed to be proper only if such action is commenced in Mesa County Colorado.

The Developer expressly waives his right to bring such action in, or to remove such action to, any other court whether state or federal.

28. The **improvements guarantee** required by the City Code to ensure that the improvements described in this Improvements Agreement are constructed to City standards may be in one of the following forms:

___ (I) disbursement agreement between a bank doing business in Mesa County and the City, or

___ (II) a good and sufficient letter of credit acceptable to the City, or

___ (III) depositing with the City cash equivalent to the estimated cost of construction of the improvements.

X (IV) other; see attached. - *will not use lot*

The Finance Department of the City may act as disbursing agent for disbursements to Developer's contractor(s) as required improvements are completed and accepted if agreed to in writing pursuant to a disbursement agreement.

Exhibit C, attached hereto and incorporated herein by this reference as if fully set forth, is the City approved and accepted guarantee for this project.

29. a. Conditions of Acceptance: The City shall have no responsibility or liability with respect to any street, or any other improvement(s), notwithstanding the use of the same by the public, unless the street or other improvements shall have been accepted by the City.

Prior to requesting final acceptance of streets, storm drainage facilities, or other required improvements, the Developer shall furnish to the City Engineer as-built drawings in reproducible form, blue-line stamped and sealed by a professional engineer and copies of results of all construction control tests required by City specifications.

b. If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the prescribed location and shall construct the required width of pavement from the edge of gutter on the side of the street being developed to enable an initial two-way traffic operation without on-street parking.

The Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities and joints necessary to open the street or sidewalk to use.

Attest:

Stephanie Nye, City Clerk Date

Acting Katherine M. Portman 7/21/95
Director of Community Development Date

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

Ed Rozman 2-24-95
Developer Date

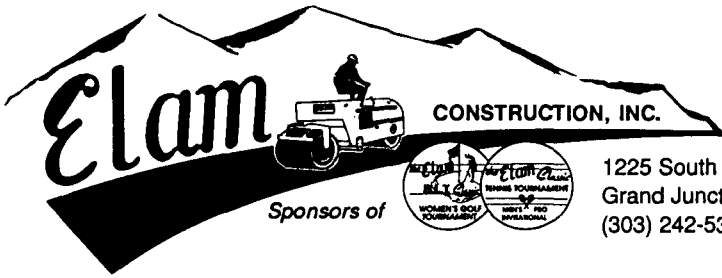
(If Corporation, to be signed by President and attested to by Secretary together with the Corporate seals)

TYPE LEGAL DESCRIPTION BELOW, USING ADDITIONAL SHEETS AS NECESSARY.
USE SINGLE SPACING WITH A ONE INCH MARGIN ON EACH SIDE.

EXHIBIT A

Exhibit B

Proposal



1225 South 7th St.
 Grand Junction, Colorado 81501-7791
 (303) 242-5370 • FAX (303) 245-7716

Page 1 of 2

| | | | |
|--|--|--|----------------|
| PROPOSAL SUBMITTED TO: | | Phone: 434-5927 | Date: 2/10/95 |
| Mr. Ed Rozman 3040 C Road Grand Junction, CO 81503 | | Job Name & Address: 12th & Glenwood Parking Lot Paving | |
| | | Architect: | Date of Plans: |

We hereby propose:

to furnish the following in connection with site and asphalt paving improvements to an existing parking lot 24,800 square feet in size:

1. Remove the existing east lot line fence and dispose offsite.
2. Remove the existing fence guard posts and ties and dispose offsite.
3. Furnish and install 313 lineal feet of a 6" x 12" upright concrete curb to border the landscaped areas.
4. Remove the existing concrete and furnish and install 560 square feet of two (2) new concrete driveways.
5. Furnish and install 270 square feet of new concrete sidewalk from the east driveway to the property line.
6. Furnish and install the landscaping including thirty-four (34) plants and trees, 4" to 6" diameter cobble rock, flagstone walks, and an irrigation system provided to each plant as per the plan.
7. Furnish and install 90 lineal feet of 2" diameter irrigation sleeves across the two (2) proposed driveways.
8. Furnish and install 120 lineal feet of wood fencing on the east lot line.
9. Furnish, place, and compact 3/4" size aggregate base course over the existing base course as needed to achieve a sufficient drainage plane.
10. Furnish and install two (2) each concrete filled bollards.
11. Furnish and install four (4) each concrete filled posts to block the alley entrance.
12. Furnish and apply a "pre-emergent" type of herbicide to inhibit future weed growth.
13. Furnish, place, and compact a 3" depth of hot bituminous pavement over the prepared base grade.

All of the above work to be completed in a substantial and workmanlike manner for the sum of

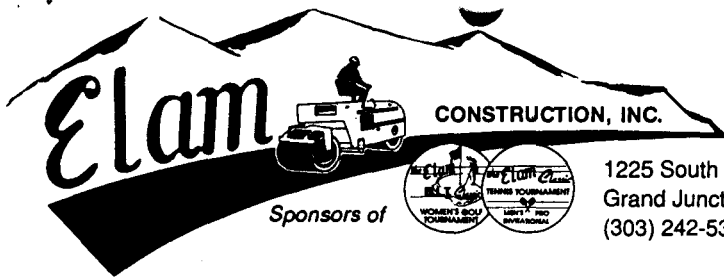
IMPORTANT: The terms and conditions stated on the reverse side hereof are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by Contractor on the reverse side have been executed. This proposal must be accepted as provided and delivered to Elam Construction, Inc., - 30 - days from above date, or shall expire.

***To accept this proposal, please sign back of white copy and return to Elam Construction, Inc. Elam Construction, Inc. shall not be bound herein to execute a contract unless the owner provides satisfactory evidence of adequate financing.**

Respectfully submitted
 ELAM CONSTRUCTION, INC.

by Roy W. Catt
 Roy W. Catt, Estimator

Proposal



1225 South 7th St.
 Grand Junction, Colorado 81501-7791
 (303) 242-5370 • FAX (303) 245-7716

Page 2 of 2

| | | | |
|---|--|--|----------------|
| PROPOSAL SUBMITTED TO: | | Phone: 434 5927 | Date: 2/10/95 |
| Mr. Ed Rozman 3040 C. Road Grand Junction, CO 81503 | | Job Name & Address: 12th & Glenwood parking lot paving | |
| | | Architect: | Date of Plans: |

We hereby propose:

NOTE:

1. Scheduling will be upon the mutual agreement between the owner and Elam Construction, Inc.
2. The irrigation system is not automated. The cost to upgrade to automated valves and controller would be an additional \$150.00. The cost and fees to provide the electrical service is not included and will be negotiated.

All of the above work to be completed in a substantial and workmanlike manner for the sum of (\$ 34,790.00)
 Thirty Four Thousand Seven Hundred Ninety and No/100

IMPORTANT: The terms and conditions stated on the reverse side hereof are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by Contractor on the reverse side have been executed. This proposal must be accepted as provided and delivered to Elam Construction, Inc., - 30 - days from above date, or shall expire.

***To accept this proposal, please sign back of white copy and return to Elam Construction, Inc. Elam Construction, Inc. shall not be bound herein to execute a contract unless the owner provides satisfactory evidence of adequate financing.**

Respectfully submitted
 ELAM CONSTRUCTION, INC.

by Roy W. Catt
 Roy W. Catt, Estimator



June 12, 1995

Edward C. Rozman
3010 C Road
Grand Junction, CO 81503

Grand Junction Community Development
Code Enforcement Division
250 North 5th Street
Grand Junction, Colorado 81501-2668
(303) 244-1583 FAX (303) 241-1599

Dear Mr. Rozman:

This is to confirm our telephone discussion on June 9, 1995 concerning your parking lot at 12th and Glenwood (Case #94-1324). You have requested additional time to complete the parking lot improvements due to scheduling problems with contractors. The additional time will be granted based on the following confirmations/conditions.

*The lot will remain closed until the improvements are complete and a sign will be posted on the attendance booth stating that the lot is closed.

*I have confirmed that United Companies has been contracted to complete the paving work and has the work scheduled for July. Your preparation of the lot for United's work will begin the week of June 12.

*I have confirmed with Darrell Stumpf that Deep Creek Landscaping will begin the second week of July on the landscape phase of the parking lot.

*The other important factor that was not mentioned in our phone conversation, but was mentioned to Mrs. Rozman this morning, is that all contract work must be completed as shown on the plan approved by Kathy Portner in Community Development. Any alterations could lead to further delays in opening your lot and/or enforcement actions by this department. I'm confident that with all the complications you faced getting to the final plan, you are indeed following this final plan.

Please call me at 244-1593 or Kathy Portner at 244-1446 if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Ivy Williams".

Ivy Williams
Code Enforcement Officer

xc Kathy Portner
file 94-1324

Don Newton says
remove the 12th street
T. H. H. H.



ROAD
GRAND JUNCTION, COLORADO 81503
303-434-5927

Call him back
Wed Oct 18
or
Thurs Oct 19
Don will call
ETA KR
(104)

October 10 1995

Larry Timm
Director Community Development
250 North Fifth Street
Grand Junction, Colorado 81501

Dear Mr. Timm:

I am submitting a revised landscape plan for approval.

The spruce trees planted along 12th Street and Glenwood Ave. were done so, to reduce the required square footage of landscaping. The spruce trees cost \$200 per tree - more than the purple ash trees depicted on the site plan. The change was done with verbal approval from Kathy Portner in a compromise to reduce the required square footage of landscaping. (Please refer to the accompanying city letters dated Sept. 19, 1994 and Nov. 19, 1994.) Considering Kathy's approval of substitution I did not foresee a problem. Therefore I could not justify the expense of a 12th revised site plan.

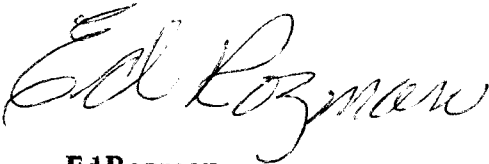
I have been working with the city for over 2 years concerning the parking lot. I had received an approved plan in 1992. The city lost the copies and I was dealing with different individuals. I had to start the process over with numerous changes required at each city planning meeting.

I started construction on what was a signed approved plan. The city made changes, stopped construction and required additional engineering which in turn cost me additional moneys.

I am submitting the bills which I feel the city should reimburse me.

In summary the trees on 12th are not a sight problem. As the trees mature they can be trimmed from the bottom up and will never be a sight problem.

Sincerely,

A handwritten signature in cursive script that reads "Ed Rozman". The signature is written in black ink and is positioned above the printed name and title.

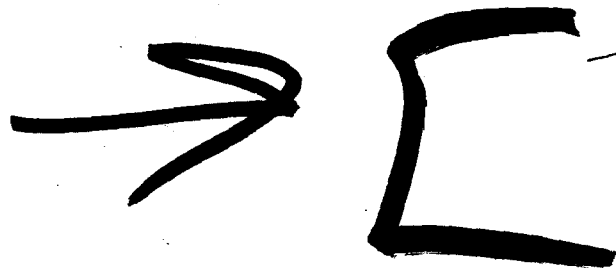
Ed Rozman
President

Ed Rozman
434-5927



City Of Grand Junction, Colorado
Community Development Department
250 North Fifth Street
81501-2668

- provide one curb cut
- line up with aisle
- ~~need circulation through~~
- ~~narrow alley curb cut~~



- provide landscaped areas along Glenwood
 1. SE corner of parking lot
 2. between driveway cuts
- landscaping in NE corner of lot
- increase landscaped areas in NW & SW corner of lot
- increase number of trees
- increase planting size of trees above required (req. - 1 1/2" caliper for deciduous measured 1" above ground & 6' tall for coniferous)
- Verify circulation with Don Newton
Lidell's extension?

7. The plan must show the location of the pay booth. Details of the booth must be submitted for Building Department review.
8. The 6' privacy fence along the east property line must extend to the south property line, but must "step down" in height from 6' at 20' north of the property line along Glenwood to 2.5' at the south property line. Details must be shown on the site plan and a fence permit is required.
9. As indicated in the staff comments dated 5/5/94, the total landscaping requirement is 4,098.5 sq.ft. Of the required area, 40% must be in shrubs and 9 trees must be provided. The submitted plan shows only 1,415 sq.ft. of landscaped area (as scaled from the drawing). The landscaping shown in the ROW will be counted toward the requirement, but the remaining required landscaping must be provided on site. At least some of the additional landscaping must be provided along Glenwood Avenue and interior to the parking lot.

As we discussed the required square footage of landscaping can be reduced if more trees are provided and/or the planting size of the trees is more than the required 1 1/2" caliper for deciduous measured 1' above ground and 6' height for conifers. Additional landscaped area could be provided at the south-east corner of the parking lot and between driveway cuts along Glenwood and in the north-east corner of the lot. The landscaped areas in the north-west and south-west corner of the lot could also be increased in size.
10. A drainage fee of \$787.17 shall be paid.
11. A permit will be required from the Public Works Department for all work in the public right-of-way.
12. An appraisal for the property rezoned to "P" (parking) must be submitted. Open space fees equal to 5% of the appraised value must be paid.
13. As agreed to by Jim Shanks, Public Works and Utilities Director, a Power of Attorney for future alley improvements to the east-west alley north of the property will be accepted in lieu of the original requirement for payment of \$22.50 per linear foot.
14. An improvements agreement and guarantee will be required for all of the required improvements if the parking lot is to continue to be used.

A revised site plan, POA for alley improvements, appraisal and draft improvements agreement/guarantee must be received in the Community Development office by 5:00 p.m. September 30, 1994 to

will be counted toward the requirement, but the remaining required landscaping must be provided on site. At least some of the additional landscaping must be provided along Glenwood Avenue and interior to the parking lot.

As we discussed the required square footage of landscaping can be reduced if more trees are provided and/or the planting size of the trees is more than the required 1 1/2" caliper for deciduous measured 1' above ground and 6' height for conifers. Additional landscaped area could be provided at the south-east corner of the parking lot and between driveway cuts along Glenwood and in the north-east corner of the lot. The landscaped areas in the north-west and south-west corner of the lot could also be increased in size.

The total square footage of landscaping shown on the revised plan is 2012 sq.ft. with only 8 trees shown. The additional square footage must be provided. A proposal may be made for our review increasing the number of trees instead of providing all of the required additional square footage of landscaping.

6. A drainage fee of \$787.17 shall be paid.
7. A permit will be required from the Public Works Department for all work in the public right-of-way.
8. An appraisal for the property rezoned to "P" (parking) must be submitted. Open space fees equal to 5% of the appraised value must be paid.
9. As agreed to by Jim Shanks, Public Works and Utilities Director, a Power of Attorney for future alley improvements to the east-west alley north of the property will be accepted in lieu of the original requirement for payment of \$22.50 per linear foot.
10. An improvements agreement and guarantee will be required for all of the required improvements if the parking lot is to continue to be used.

A revised site plan, POA for alley improvements, appraisal and draft improvements agreement/guarantee is still required. Upon approval of the plan, the drainage fee and open space fee must be paid and the improvements agreement/guarantee finalized and recorded.

Because all of the conditions as set forth in the September 19th letter were not met I have no option but to turn this case over to our Code Enforcement Division. All of the above conditions must be met for the property to be in compliance with the Code.

Thompson-Langford Corporation

529 25 1/2 Road, Suite B2
Grand Junction, Colorado 81505

Phone: (970) 243-6067

INVOICE

09/14/95

Ed Rozman

3010 C Road

Grand Junction CO 81503

ATTN: Ed Rozman

Invoice No. 0909

Job No. 0183 - 001 . 00

Billing Period August 1995

| Labor Charges: | HOURS | RATE | AMOUNT |
|-------------------------|-------|-------|-----------------|
| Senior Project Engineer | 5.00 | 68.00 | 340.00 |
| Computer Technician | 4.50 | 40.00 | 180.00 |
| Designer | 3.00 | 46.00 | 138.00 |
| Total Labor | | | \$658.00 |

Reimbursable Charges:

| AMOUNT | MULT. | CHARGE |
|--------------------|-------|--------|
| Total Reimbursable | | |

*ADDITIONAL
ENGINEERING COST, PER CITY
LAST MINUTE CHANGE*

GR

TOTAL \$658.00

Job Name: 12th & Glenwood Parking
Comments:

Invoices not Paid: n/a

NET DUE 15 DAYS FROM RECEIPT OF INVOICE



Paving Division

618 Dike Road, P.O. Box 3609
 Grand Junction, CO 81502
 (303) 243-4900
 FAX: (303) 243-5945

INVOICE NO. 5546
PLEASE PAY FROM INVOICE

S
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COMMERCIAL LAND COMPANY
 MR ED ROZMAN
 3040 "C" ROAD
 GRAND JUNCTION CO 81503

A
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J
O
R

UNITED JOB NO 00677
 ROZMAN PARKING LOT
 12TH & GLENWOOD
 GRAND JUNCTION CO

| CUSTOMER NO. | CUSTOMER ORDER NO. | DATE WORK PERFORMED | INVOICE DATE |
|--|--------------------|---------------------|---------------------------|
| 12660C | | Through 9/8/95 | 9/12/95 |
| DESCRIPTION | QUANTITY | PRICE | AMOUNT |
| Progress Billing #2: | | | |
| Alternate #2 - Parking Lot: | | | \$20,900.00 |
| Change Order No.1: (Road Base) | 130.00 tns | \$8.90/ton | 1,157.00 |
| 1 Cubic Yards 5 Sack Cement: | 1.00 cy | 58.00/cy | <u>58.00</u> |
| TOTAL AMOUNT DUE THIS INVOICE | | | <u>\$22,115.00</u> |

THANK YOU!

*CITY'S LAST MINUTE
 CHANGE.
 ER*

TERMS: NET 10 - A FINANCE CHARGE WILL BE ADDED TO ANY INVOICE NOT PAID BY THE LAST DAY OF THE MONTH IN WHICH IT IS DUE. 100% OF ALL FEES INCURRED WHILE COLLECTING PAST DUE ACCOUNTS WILL BE CHARGED TO THAT ACCOUNT.

City of Grand Junction

Community Development Department
Planning • Zoning • Code Enforcement
250 North 5th Street
Grand Junction, CO 81501-2668

Phone: (970) 244-1430
FAX: (970) 256-4031



August 20, 2001

Commercial Land Company
3040 C Road
Grand Junction, CO 81503

Re: 1200 N. 12th Street

In reference to the above address, one of the development requirements for the parking lot per revised drawings was to provide posts at the north end of the property to close the alley to through traffic. It has been brought to our attention that these posts have been removed and adjacent property owners have raised concerns over cut-through traffic.

Replacement of these posts need to be accomplished in a timely manner. A site check will be performed September 14, 2001 to verify that this requirement has been met. If you have any questions concerning this matter, please give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Ronnie Edwards".

Ronnie Edwards
Associate Planner
256-4038

*Phone call from Terry
Wakefield 9/17/01 -
calls, etc - replaced to
stop thru traffic.*

