

Table of Contents

File RS-1995-032

Date 7/21/99

P r e s e n t	S c a n n e d	<p>A few items are denoted with a (*) are to be scanned for permanent record on the ISYS retrieval system. In some instances, not all entries designated to be scanned, are present in the file. There are also documents specific to certain files, not found on the standard list. For this reason, a checklist has been included.</p> <p>Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick guide for the contents of each file.</p> <p>Files denoted with (**) are to be located using the ISYS Query System. 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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X	X	*Summary Sheet - Table of Contents
		Application form
		Receipts for fees paid for anything
X	X	*Submittal checklist
X	X	*General project report
		Reduced copy of final plans or drawings
X		Reduction of assessor's map
		Evidence of title, deeds
X	X	*Mailing list to adjacent property owners
		Public notice cards
		Record of certified mail
		Legal description
		Appraisal of raw land
		Reduction of any maps - final copy
		*Final reports for drainage and soils (geotechnical reports)
		Other bound or nonbound reports
		Traffic studies
X		Individual review comments from agencies
X	X	*Consolidated review comments list
		*Petitioner's response to comments
X	X	*Staff Reports
		*Planning Commission staff report and exhibits
		*City Council staff report and exhibits
		*Summary sheet of final conditions
		*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)

DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:

X	X	E-mail to Rhonda Edwards from Dan Wilson re: refunds for Fountainhead - 11/29/95
X	X	Agreement - signed 5/21/91 between Fountainhead Dev. Corp. and the City of Grand Junction - **
X	X	Letter to Greg Cranston from Dan E. Wilson - 11/17/95
X	X	Preliminary Plan - NOT STAMPED
X	X	E-mail from Jim Shanks to Tom Dixon - approved road standards for all of Fountainhead per Jim Shanks were attached
X	X	Letter to Mark Achen from Audrie M. Salmon - 7/8/96
X	X	Letter to Gregg Cranston to Joseph Coleman, Coleman, Jouflas & Williams - 5/4/94
X	X	Letter to Comm. Dev. From A.E. Nixon - 7/21/94
X	X	Letter to A.E. Nixon from Larry Timm, Comm. Dev. - 8/11/94
X	X	Abstract & Title Co. of Mesa County, Inc.
X	X	Letter to J.R. Studebaker from James L. Shanks, Director of Public Works & Utilities - 12/30/94
X	X	Letter to John Crouch from Coleman, Jouflas & Williams, Attorneys at Law - January 30, 1995

1/11/95

SUBMITTAL CHECKLIST

RESUBDIVISION

RS-95-32

Location: Fountainhead Blvd.

Project Name: Fountainhead (The Holm II)

ITEMS	SSID REFERENCE	DISTRIBUTION																	TOTAL REQ'D.													
		City Community Development	City Dev. Eng.	City Utility Eng.	City Property Agent	City Parks/Recreation	City Fire Department	City Attorney	City G.J.P.C. (B sets)	City Downtown Dev. Auth.	City Police	County Planning	County Bldg. Dept.	County Surveyor	Walker Field	School Dist. #51	Irrigation District	Drainage District		Water District	Sewer District	U.S. West	Public Service	GVRP	CDOT	Corps of Engineers	Colorado Geological Survey	U.S. Postal Service	Peterson WWTF	Original	Remo	
● Application Fee \$10	VII-1																															
● Submittal Checklist*	VII-3																															
● Review Agency Cover Sheet*	VII-3																															
● Application Form*	VII-1																															
● 11"x17" Reduction of Assessor's Map	VII-1																															
● Evidence of Title	VII-2																															
○ Appraisal of Raw Land	VII-1																															
● Names and Addresses	VII-2																															
● Legal Description	VII-2																															
○ Easements	VII-2																															
○ Avigation Easement	VII-1																															
○ ROW	VII-3																															
○ Covenants, Conditions, & Restrictions	VII-1																															
○ Common Space Agreements	VII-1																															
● County Treasurer's Tax Cert.	VII-1																															
○ Improvements Agreement/Guarantee	VII-2																															
○ CDOT, 404, or Floodplain Permit	VII-3,4																															
● General Project Report	X-7																															
○ Location Map	IX-21																															
○ Composite Plan	IX-10																															
○ 11"x17" Reduction Composite Plan	IX-10																															
● Final Plat	IX-15																															
○ 11"x17" Reduction of Final Plat	IX-15																															
○ Cover Sheet	IX-11																															
○ Grading & Stormwater Mgmt Plan	IX-17																															
○ Storm Drainage Plan and Profile	IX-30																															
○ Water and Sewer Plan and Profile	IX-34																															
○ Roadway Plan and Profile	IX-28																															
○ Road Cross-sections	IX-27																															
○ Detail Sheet	IX-12																															
○ Landscape Plan	IX-20																															
○ Geotechnical Report	X-8																															
○ Phase I & II Environmental Report	X-10,11																															
○ Final Drainage Report	X-5,6																															
○ Stormwater Management Plan	X-14																															
○ Sewer System Design Report	X-13																															
○ Water System Design Report	X-16																															
○ Traffic Impact Study	X-15																															
○ Site Plan	IX-29																															

NOTES: 1) An asterisk in the item description column indicates that a form is supplied by the City.
 2) Required submittal items and distribution are indicated by filled in circles, some of which may be filled in during the pre-application conference. Additional items or copies may be subsequently requested in the review process.
 3) Each submitted item must be labeled, named, or otherwise identified as described above in the description column.

PRE-APPLICATION CONFERENCE

Date: 11 Jan 1995
Conference Attendance: Tom Dixon Greg Cranston
Proposal: Re-plot
Location: Fountainhead Blvd

Tax Parcel Number: 2701-334-
Review Fee: \$110
(Fee is due at the time of submittal. Make check payable to the City of Grand Junction.)
Related Files: # 179-94, # 101-94, # 29-91

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RS-95-3

Additional ROW required? _____
Area identified as a need in the Master Plan of Parks and Recreation? _____
Parks and Open Space fees required? \$225 (+115/+50) * Estimated Amount: _____
Recording fees required? _____ Estimated Amount: _____
Adjacent Half street improvements/fees required? _____
Revocable Permit required? _____
State Highway Access Permit required? _____
Applicable Plans, Policies and Guidelines _____
Located in identified floodplain? FIRM panel # _____
Located in other geohazard area? _____
Located in established Airport Zone? Clear Zone, Critical Zone, Area of Influence? _____
Avigation Easement required? _____

While all factors in a development proposal require careful thought, preparation and design, the following "checked" items are brought to the petitioner's attention as needing special attention or consideration. Other items of special concern may be identified during the review process.

- Access/Parking
 - Drainage
 - Floodplain/Wetlands Mitigation
 - Screening/Buffering
 - Landscaping
 - Availability of Utilities
 - Land Use Compatibility
 - Traffic Generation
 - Geologic Hazards/Soils
- * Other per annexation agreement

It is recommended that the applicant inform the neighboring property owners and tenants of the proposal prior to the public hearing and preferably prior to submittal to the City.

PRE-APPLICATION CONFERENCE

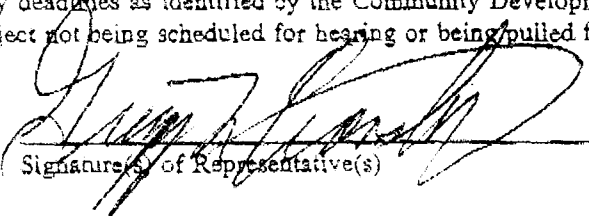
WE RECOGNIZE that we, ourselves, or our representative(s) must be present at all hearings relative to this proposal and it is our responsibility to know when and where those hearings are.

In the event that the petitioner is not represented, the proposed item will be dropped from the agenda, and an additional fee shall be charged to cover rescheduling expenses. Such fee must be paid before the proposed item can again be placed on the agenda. Any changes to the approved plan will require a re-review and approval by the Community Development Department prior to those changes being accepted.

WE UNDERSTAND that incomplete submittals will not be accepted and submittals with insufficient information, identified in the review process, which has not been addressed by the applicant, may be withdrawn from the agenda.

WE FURTHER UNDERSTAND that failure to meet any deadlines as identified by the Community Development Department for the review process may result in the project not being scheduled for hearing or being/pulled from the agenda.

Signature(s) of Petitioner(s)


Signature(s) of Representative(s)

TO: CITY OF GRAND JUNCTION
FROM: BANNER ASSOCIATES, INC.

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RS-95-32

GENERAL PROJECT REPORT

FILING TWO FOUNTAINHEAD SUBDIVISION GRAND JUNCTION, CO.

PURPOSE:

This is a narrative describing the proposed Filing Two of Fountainhead Subdivision, to be known as "THE HELM TWO" at Fountainhead. The developer, Fountainhead Development Corp., desires to replat portions of Block Five and Tract "E" of the "Replat of Fountainhead Subdivision". The developer is also replatting the "Mini Cove", a replat of a portion of Filing One of Fountainhead Subdivision.

HISTORY:

Fountainhead Subdivision known as "Replat of Fountainhead Subdivision" was originally filed with Mesa County, Colorado in 1983. Fountainhead Subdivision, as of January 30, 1995, consists of approximately 40.4 acres. Of this total, 8.499 acres has been or is currently being constructed as Filing One, "The Cove at Fountainhead". Filing One consists of nine condominium units and twenty eight single family lots. Filing Two, "The Helm Two" at Fountainhead will be 5.896 acres with thirty condominium units. The remaining 26± acres is undeveloped and is zoned for 12 units per acre density. Fountainhead Subdivision was annexed in the City of Grand Junction, May 21, 1991. Filing Two will comply with the agreements as stated within the annexation contract.

EXISTING CONDITIONS:

Platted Block Five consists of 12.123 acres zoned for 12 units per acre density of Townhomes and Condominiums. Platted Block Five is split into Lots C-1 through C-7. Tract E consists of 0.872 acres dedicated as utility and access easement. Access to Block Five lots is from Tract E. Tract E as platted is a private roadway known as Sandy Cay Street. Grand Junction Drainage District has an existing sub-surface drain easement, not noted on the existing plat. The subsurface drainage is a twenty foot wide easement NE to SW through Block Five and a twenty foot collector easement from the west connecting to the NE-SW easement. Platted "Mini Cove" consists of 4 single residence lots & open space and utility easements.

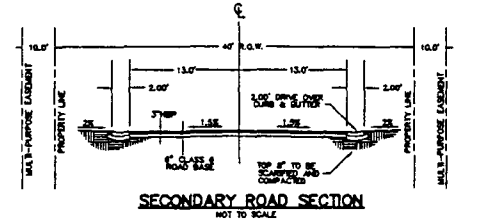
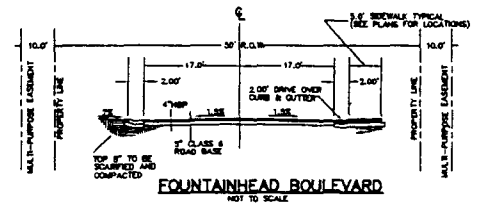
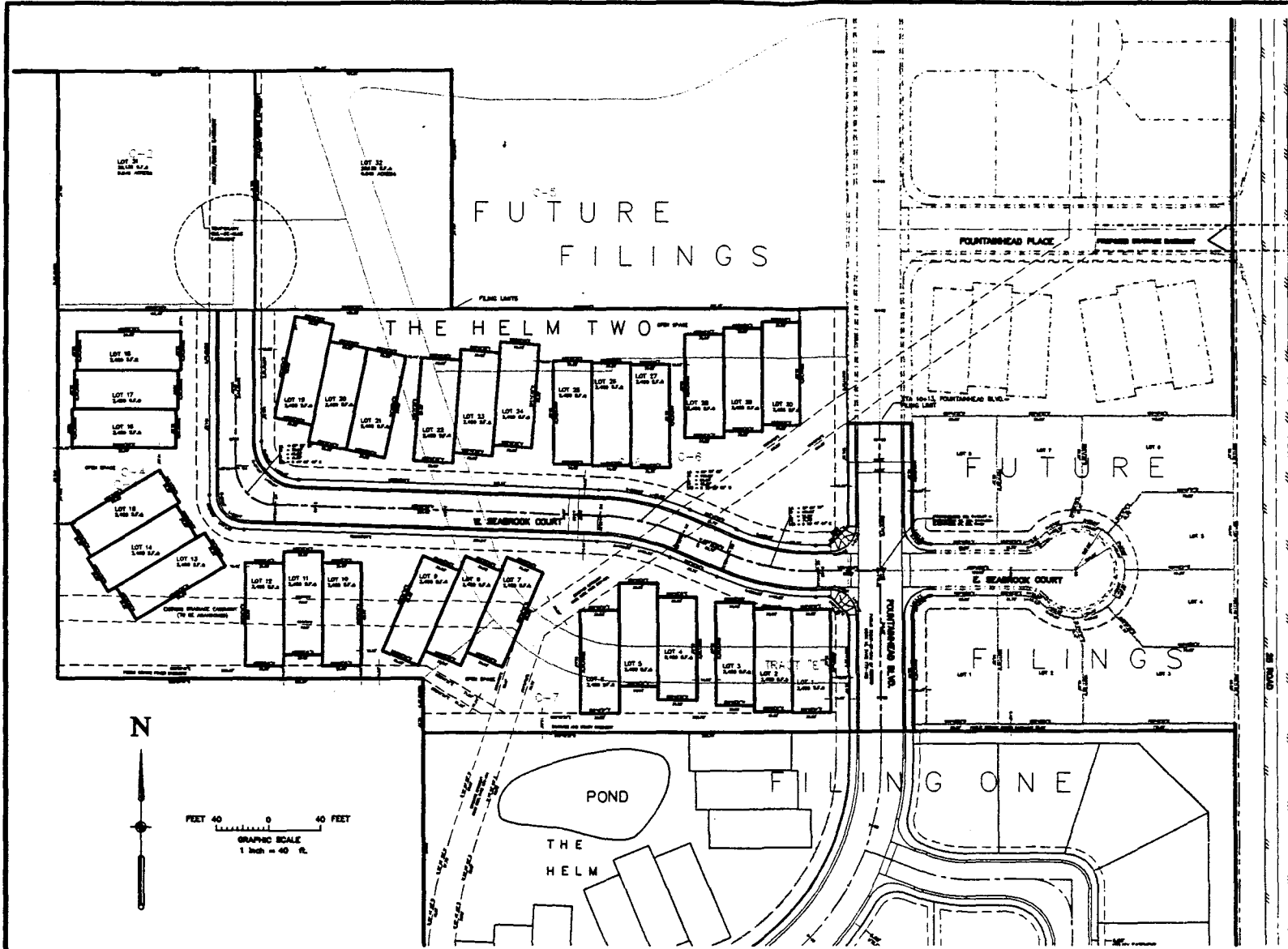
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PROPOSED:

Filing Two of Fountainhead Subdivision, to be known as "The Helm Two" consists of 10 blocks of triple condominium units with the lot lines defined as the foundation limits, and two residential lots. Total acreage of Filing Two is 5.896 acres. The condominium lots will total 1.653 acres. W. Seabrook Court will be an urban residential street, Public dedicated R.O.W., and will take 0.586 acres. The two residential lots total 1.292 acres. The remainder of "The Helm Two" is 2.365 acres consisting of open space and various easements. Access to the condominium lots and the residential lots will be from W. Seabrook Court. Access to W. Seabrook Court will be from a 240 foot extension of Fountainhead Boulevard, within the existing dedicated Public R.O.W., extended north from the existing end of Fountainhead Blvd. in Filing One. There is a ten foot easement dedicated as multi-purpose along both sides of W. Seabrook Court and along the westerly side of Fountainhead Boulevard. There is a ten foot easement along the south filing line for Public Service Utility easement. There is a fifteen foot easement along the south filing line north of Filing One dedicated for drainage and Public Service Utility. There is a forty foot wide Access/Egress easement through the residential Lots 31 & 32. There is an access easement for a temporary cul-de-sac within residential Lots 31 & 32. The existing sub-surface drainage easement will remain except that the twenty foot wide collector easement from the west will be abandoned. The roadway geometry and typical section will remain as used in Filing One. All condominium lots are setback a minimum of ten feet from the rear to Filing Two limits. Front setbacks are a minimum of fifteen feet from the curb on W. Seabrook Court. There is a minimum of twelve feet between building clusters.

"Mini-Cove" is being replatted to provide for seventy feet of frontage for Lot 1A along East Harbor Circle. Lot 1B is being moved northerly fifteen feet. Lot acreage will increase by .02 acres and the open space will decrease by .02 acres. The existing utility easements and in-place facilities will be unaffected.

C:\DCA\162290501\FILE2-3 Fc1 Feb 10 15: 42: 13 1995 BANNER ASSOCIATES, INC.



NOTE: ROAD SECTIONS ARE AS APPROVED, PER ANNEXATION CONTRACT. REFER TO MAY 1991, "D" PLANS, BY BANNER ASSOCIATES.

THE ROADWAY AND SIDEWALK THERE PROPOSED HEREON, SHALL BE MAINTAINED THROUGHOUT ALL FUTURE FILINGS OF FOUNTAINHEAD. (PER "D" PLANS, SHEET 3 OF 22)

RS-95-372

DRAWN BY: BKR DESIGNED BY: BKR CHECKED BY: BKR	REVIEWED: _____ DATE: _____ FOR _____ REVIEWED: _____ DATE: _____ FOR BANNER ASSOCIATES, INC.	 <p>BANNER BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & SURVEYORS 5777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81505 • PHONE 843-5905 605 E. MAIN • SUITE 8 • ASPEN, CO 81611 • PHONE 925-2227</p>	REVISION: _____ DATE: _____ DESCRIPTION: _____ BY: _____ CTD: _____	FOUNTAINHEAD DEVELOPMENT CORP. GRAND JUNCTION, COLORADO	SCALE: 1" = 40' SHEET NO: 1 OF 1	DATE: 1/1/95
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REVIEW COMMENTS

Page 1 of 2

FILE #RS-95-32

TITLE HEADING: Resubdivision - The "Helm",
Filing #2

LOCATION: Fountainhead Subdivision, NW corner 25 & G Roads

PETITIONER: Fountainhead Development Corp.

PETITIONER'S ADDRESS/TELEPHONE: P.O. Box 7207
Boulder, CO 80306
(303) 250-0101

PETITIONER'S REPRESENTATIVE: Banner Associates

STAFF REPRESENTATIVE: Tom Dixon

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT FOUR (4) COPIES OF WRITTEN RESPONSE AND REVISED DRAWINGS ADDRESSING ALL REVIEW COMMENTS ON OR BEFORE 5:00 P.M., , 1995.

CITY DEVELOPMENT ENGINEER **2/15/95**
Jody Kliska **244-1591**

1. The radius of West Seabrook Court needs to meet the attached standard.
2. Since there are no sidewalks on Seabrook Court, is there a plan for pedestrian circulation off-street?
3. Final construction plans for streets and utilities must be submitted prior to approval for construction.

CITY UTILITY ENGINEER **2/15/95**
Bill Cheney **244-1590**

Plans are adequate for preliminary submittal but are not adequate for final. Plan/profile of sewer and water installations are required for final approval along with a "Development Improvements Agreement" for proposed infrastructure.

GRAND JUNCTION FIRE DEPARTMENT **2/17/95**
Hank Masterson **244-1414**

1. The proposed condominium units for Block 5 are required to be served by an 8" looped or 10" dead end water line. The maximum allowable length for dead end lines is 1000'. Hydrants are required at intersections and must be spaced no more than 300' apart.
2. The water lines must be capable of supplying the required fire flows. To determine fire flow requirements, complete building plans for the condominium units must be submitted to the fire department. Petitioner must then submit documentation that the required fire flows will be available.

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Marvin & Mary Meyers 2480 G Rd Grand Jet, CO 81505-9547	2701-334-12-004	Donald & Ann Borgman 2484 G Rd Grand Jet, CO 81505-9547	2701-334-12-005	Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-08-004
Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-08-006 <i>PO Box 7207 Boulder, Colo 80306</i>	Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-08-008	Audrie Mae Salmon PO Box 7207 Boulder, CO 80306	2701-334-16-001
Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-16-002	Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-16-003	Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-16-004
Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-16-005	Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-16-006	Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-04-056
Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-04-057	Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-04-058	Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-04-059
Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-04-060	Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-04-061	Del & Katherine Adolf 785 25 Rd Grand Jet, CO 81505	2701-334-04-095 <i>"Mini" Code</i>
Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-04-096	O Reed & Lanny Guthrie 3591 Stone Dr Marietta, GA 30062-1256	2701-334-04-097 <i>"Mini" Code</i>	Anthony J Ferrara 737 Horizon Dr #200 Grand Jet, CO 81506	2701-334-04-098 <i>"Mini" Code</i>
Allan & Bernadette MacDougal 707 E. Harbor Circle Grand Jet, CO 81505	2701-334-15-001	Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-04-099	Les & Peggy Wassom 705 E. Harbor Circle Grand Jet, CO 81505	2701-334-15-002
Kirk Granum 687 Stepside Dr Grand Jet, CO 81506	2701-334-15-003	Charles & Myrna Carlson 2494 E. Harbor Circle Grand Jet, CO 81505-9600	2701-334-15-004	Armo & Margaret Nixon PO Box 55292 Grand Jet, CO 81505	2701-334-15-005
Fountainhead Dev Corp 2488 E. Harbor Circle Grand Jet, CO 81505	2701-334-15-008	Monument Homes Dev Inc 759 Horizon Dr Grand Jet, CO 81506-8737	2701-334-15-006	Monument Homes Dev Inc 759 Horizon Dr Grand Jet, CO 81506-8737	2701-334-15-007

Fountainhead Dev Corp 2701-334-15-008
2488 E. Harbor Circle
Grand Jet, CO 81505

Steve Gaudio 2701-334-14-001
2485 e. Harbor Circle
Grand Jet, CO 81505-9625

James A Parker 2701-334-14-002
2487 E. Harbor Circle
Grand Jet, CO 81505-9625

Stephen & Donna Sanford 2701-334-14-014
712 E. Harbor Circle
Grand Jet, CO 81505

Contractors West, Inc.
2818 1/2 North Avenue
Grand Jet, Colo
81501

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

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25-95-32

SCHEDULE A—Continued

2. Covering the Land in the State of Colorado, County of Mesa
Described as:

Lots C-1 through C-6, both inclusive and a portion of C-7 lying North
of The Helm at Fountainhead, a Replat of Tract B and Block 3 of The Cove
at Fountainhead Subdivision"

AND a portion of Tract "E"

All in Block 1 of

REPLAT OF FOUNTAINHEAD SUBDIVISION EXCEPT LOT 1 BLOCK THREE.

AND

Lots T56 through T37, both inclusive and a portion of the open space Tract "A"
lying North of "The Cove at Fountainhead"

in Block 1 of

REPLAT OF FOUNTAINHEAD SUBDIVISION EXCEPT LOT 1 BLOCK THREE.

NOTE: This legal description will be amended, when Abstract and Title has received
a exact description of the subject property to be conveyed.

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MESA COUNTY PLANNING
Verna Cox

2/24/95
2/24/95

No comments.

MESA COUNTY SCHOOL DISTRICT
Lou Grasso

2/27/95
242-8500

See attached sheet.

GRAND JUNCTION DRAINAGE DISTRICT
John L. Ballagh

2/27/95
242-4343

The easements granted to the Grand Junction Drainage District are correctly shown on the plat. The easements are over existing facilities which originate off-site. The existing easements will only be abandoned when alternate routes are in place. Easements for the relocated facilities must be granted prior to relocation. The developer, Mr. Studebaker and the City have been notified in writing that the District's policy is to have the party wanting the relocation pay all the costs of relocation. The existing GJDD facilities serve other properties as well as Fountainhead. The District cannot be expected to approve diminution of service to upstream properties merely for convenience to a downstream property. The District does not have any agreement to relocate facilities as of February 27, 1995.

UTE WATER
Gary R. Mathews

2/27/95
242-7491

1. A utility composite is required showing fire hydrant, valve and line locations before approval.
2. Policies and fees in effect at the time of application will apply.

COMMUNITY DEVELOPMENT DEPARTMENT
Tom Dixon

3/6/95
244-1447

See attached.

ADMINISTRATIVE REVIEW

FILE: #RS-95-32

DATE: March 6, 1995

STAFF: Tom Dixon, AICP

REQUESTS: 1) Replat of a portion of Fountainhead Subdivision into 30 townhome lots in ten clusters of triple units and two additional lots of .64 acre each,
2) Second Replat of the Replat of the Mini "Cove" Subdivision by reconfiguring two lots (1A and 1B) and the Open Space and Utility Easement

LOCATION: Northwest side of Fountainhead Boulevard, approximately 400 feet north of G Road

APPLICANT: J.R. Studebaker

EXISTING LAND USE: Undeveloped

PROPOSED LAND USE: Attached single-family residential

SURROUNDING LAND USE (AND APPROXIMATE DENSITY):

NORTH: Undeveloped

SOUTH: Single-family Residential (8 units per acre)

EAST: Single-family Residential (8 units per acre)

WEST: Single-family Residential (2 units per acre)

EXISTING ZONING: PR-12

SURROUNDING ZONING:

NORTH: PR-12

SOUTH: PR-12

EAST: PR-12

WEST: AFT (Mesa County)

RELATIONSHIP TO COMPREHENSIVE PLAN/POLICIES/GUIDELINES: No such plans have been adopted for this part of the City.

STAFF ANALYSIS: The 30 proposed townhouses, comprising ten clusters of three units each, is similar to a replat that occurred at The Helm filing #1 (directly south) in December, 1994. Staff's primary concern with this proposed replat is that driveways be consolidated as much as possible so that the streetscape is not dominated by 30 separate curbcuts and individual driveways. This pattern of consolidating driveways was part of the approval of The Helm filing #1 replat where the nine units were allowed only five curbcuts onto Fountainhead Boulevard.

ADMINISTRATIVE REVIEW

FILE: #RS-95-32

DATE: March 7, 1995

STAFF: Tom Dixon, AICP

REQUESTS: 1) Replat of a portion of Fountainhead Subdivision into 30 townhome lots in ten clusters of triple units and two additional lots of .64 acre each,
2) Second Replat of the Replat of the Mini "Cove" Subdivision by reconfiguring two lots (1A and 1B) and the Open Space and Utility Easement

LOCATION: Northwest side of Fountainhead Boulevard, approximately 400 feet north of G Road

APPLICANT: J.R. Studebaker

EXISTING LAND USE: Undeveloped

PROPOSED LAND USE: Attached single-family residential

SURROUNDING LAND USE (AND APPROXIMATE DENSITY):

NORTH: Undeveloped

SOUTH: Single-family Residential (8 units per acre)

EAST: Single-family Residential (8 units per acre)

WEST: Single-family Residential (2 units per acre)

EXISTING ZONING: PR-12

SURROUNDING ZONING:

NORTH: PR-12

SOUTH: PR-12

EAST: PR-12

WEST: AFT (Mesa County)

RELATIONSHIP TO COMPREHENSIVE PLAN/POLICIES/GUIDELINES: No such plans have been adopted for this part of the City.

STAFF ANALYSIS: The 30 proposed townhouses, comprising ten clusters of three units each, is similar to a replat that occurred at The Helm filing #1 (directly south) in December, 1994. Staff's primary concern with this proposed replat is that driveways be consolidated as much as possible so that the streetscape is not dominated by 30 separate curbcuts and individual driveways. This pattern of consolidating driveways was part of the approval of The Helm filing #1 replat where the nine units were allowed only five curbcuts onto Fountainhead Boulevard.

The concept of the proposed replat for The Helm filing #2 is within the originally approved Fountainhead development which provided a mixture of housing types with an overall density not to exceed 12 units per acre. The street standard approved in the annexation agreement does not require sidewalks on any street other than Fountainhead Boulevard. However, some pedestrian linkage between this replat and both existing and future phases of Fountainhead should be provided in order for the development to function as a united entity rather than as separate parts.

ADMINISTRATIVE DECISION: The proposed replat for The Helm filing #2 is approved subject to the following:

- 1) All comments of review agencies shall be addressed and satisfied prior to the final replat.
- 2) A pedestrian circulation system should be identified and incorporated into the final replat which ties in with both The Helm filing #2 and all other areas of The Fountainhead development, both existing and future.

CITY OF GRAND JUNCTION FILE #RS-95-32 THE HELM SUBDIVISION, FILING #2, A RESUBDIVISION OF FOUNTAINHEAD SUBDIVISION, LOCATED AT FOUNTAINHEAD BOULEVARD & WEST SEABROOK COURT IN THE CITY OF GRAND JUNCTION HAS BEEN REVIEWED AND APPROVED BY THE UTILITY COORDINATING COMMITTEE.

CHAIRMAN

DATE

No plat - not sure what they're doing

COLEMAN, JOUFLAS & WILLIAMS

ATTORNEYS AT LAW

2452 Patterson Road

P.O. Box 55245

Grand Junction, Colorado 81505

Joseph Coleman
Gregory Joufflas
John Williams

Telephone
(303) 242-3311

Telecopier
(303) 242-1893

May 4, 1994

Gregg Cranston
REMAX GRAND JUNCTION REAL
ESTATE GROUP
1401 North First Street
Grand Junction, Colorado 81501

Re: Fountainhead Development

Dear Gregg:

Because of some recent confusion in the City Planning Department relative to the May 21, 1991 Annexation Agreement involving Fountainhead, I personally met with Dan Wilson, City Attorney, and Kathy Portner, from the City Planning Department. The purpose of this letter is to provide you with written confirmation that paragraph 17 of the Annexation Agreement, portions of which are quoted below, are still controlling between the City and Fountainhead and the City has assured me that it will perform in compliance with paragraph 17.

The relevant portions of paragraph 17 is as follows:

Without the need for a public hearing but as an administrative process, the developer shall cause the final plat(s) of the property to be amended by the preparation, and submittal to the City for its approval, of a new final plat at the same time as the developer proposes additional phases of the property to be developed and along with a proposed additional improvement agreement. The administrative approval, not subject to public hearing, shall apply to the several plats associated with the property.

In marketing the Fountainhead property, you have a right to inform prospective purchasers of the above development benefits associated with the property as a consequence of paragraph 17.

By copy of this letter I am informing both Dan Wilson, City Attorney, and Kathy Portner, as a representative of the City Planning Department, of my understanding of the City's existing commitment to comply with paragraph 17 of the Annexation Agreement. Unless they either advise you directly or contact me relative to any disagreement with the provisions of this letter, you should be comfortable in showing prospective purchasers both the Annexation Agreement and this letter.

Gregg Cranston
May 4, 1994
Page 2

If you encounter any further problems relative to the Annexation Agreement, please contact me at your earliest convenience. I am confident that through our recent communication with City officials, paragraph 17 of the Annexation Agreement can now be implemented without problems or delay.

Very Truly Yours,

COLEMAN, JOUFLAS & WILLIAMS



JOSEPH COLEMAN

xc: Dan Wilson, City Attorney
Kathy Portner, City Planning Department
Fountainhead Development Corporation

A.E. Nixon
P.O. Box 55292
Grand Junction CO 81505

July 21, 1994

BOOK 2218 PAGE 632

Grand Junction Community
Planning Department
Mr. Larry Timm, Director
250 North Fifth Street
Grand Junction CO 81501-2668

1751058 1212PM 03/26/96
MONIKA TODD CLK&REC MESA COUNTY CO

Dear Mr. Timm:

My wife and I are residents of the Fountainhead subdivision which is located at 25 and G Roads. That portion of the subdivision in which we are located is known as the Cove at Fountainhead, and consists solely of single family residences.

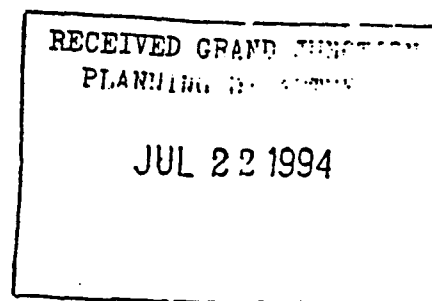
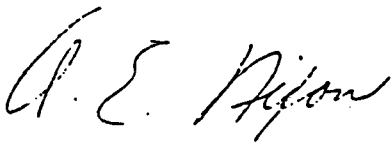
It is our understanding that the most recent plat recorded at the Mesa County Assessor's office shows the remainder of the subdivision as being planned to contain numerous multi-family homes. This plat was drawn and recorded prior to annexation of the total property by the city of Grand Junction.

I will appreciate learning from you whether this plat, and current zoning, are sufficient to allow start of construction of multi-family units, or will some further authorization or approval be required.

The developer is now advertising multi-family lots for sale. We feel this presents many of the same potential problems as were involved with the low-income housing project that Hudson Housing proposed for the northeast corner of 25 and G Roads. (School overcrowding, road overloads, etc.), and wish to know whether it is too late to register effective protests.

Thank you for help.

Sincerely,



File #29-91



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

August 11, 1994

BOOK 2219 PAGE 633

A. E. Nixon
P.O. Box 55292
Grand Junction, CO 81505

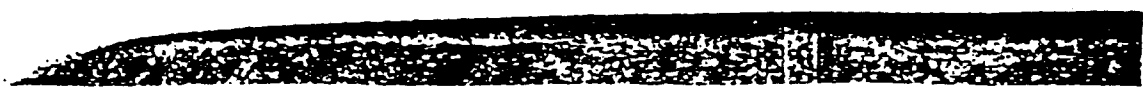
Dear Mr. Nixon,

The Fountainhead Subdivision, which you expressed concern about in your letter, was originally platted on December 29, 1982 when it was still under the jurisdiction of Mesa County. At that time the County zoned it PR-12, Planned Residential, 12 units per acre which zoning remains today. This zone allows condominium and townhouse development.

The original proposal for the Fountainhead Subdivision went through a process of public review and public hearings with both the Mesa County Planning Commission and the County Commissioners. At that time the zoning and allowed density in the subdivision were established. The Fountainhead Subdivision was annexed to the City of Grand Junction, by vote of the City Council pursuant to an annexation agreement, on September 8, 1991. The zone of annexation was PR-12, the same zone approved by Mesa County. In response to your letter, all future filings will be handled administratively, which was part of the annexation agreement.

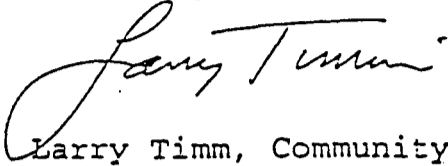
*As it now stands, Fountainhead will not be required to go through additional public reviews or hearings for future filings of the subdivision. An exception to this would be if dedicated rights-of-way are vacated. Such a vacation would require a hearing and approval by the City Council.

At this time, the developer can proceed with the construction of condominiums and townhouse residential structures, which is consistent with the approved plan. The City has no method to control whether these become owner-occupied or rental units. The Planned Residential (PR) zone allows a range of residential types and structures provided that the overall density of 12 units per acre is not exceeded. The PR zone is intended to encourage creative residential development that considers site features, public infrastructure investments, and the diverse housing needs of the valley's residents.



I hope this answers your questions regarding future development at Fountainhead. If you have further questions, you may want to contact Tom Dixon, Senior Planner, at 244-1447 or the developer, J.R. Studebaker. His address is:
Fountainhead Development Corporation
P.O. Box 7207
Boulder, CO 80306-7207

Sincerely,

A handwritten signature in cursive script that reads "Larry Timm". The signature is written in dark ink and is positioned above the typed name.

Larry Timm, Community Development Director

cc: File #29-91

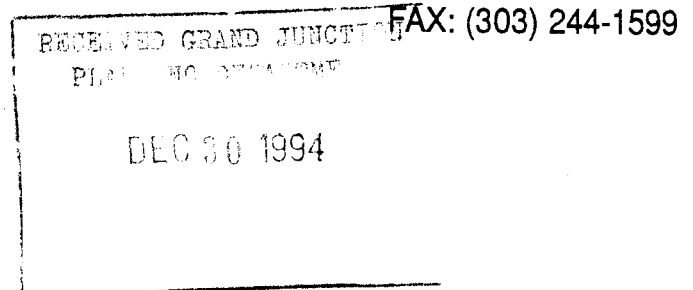
Tom Dixon



December 30, 1994

City of Grand Junction, Colorado
250 North Fifth Street
81501-2668

J.R. Studebaker
Fountainhead Development Corp.
2488 E. Harbor Cir.
Grand Junction, CO 81505



Re: Traffic Study

Dear J.R.:

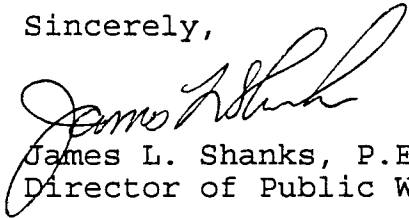
You provided me a copy of a traffic analysis prepared for you by Banner & Associates and asked for our reaction to it. The following are our comments. If you wish for us to formally consider an amended traffic study as a part of any future development plans please inform Banner that their formal traffic report to us needs to be signed by a professional engineer.

- 1) The number of units assumed in understated. The traffic evaluation assumed 76 single family units and 131 townhomes for the entire 33.15 acres. To date there have been 28 single family and 9 townhomes platted on 7.32 acres. The remaining 25.83 acres has 221 townhomes platted. You have indicated that you plan to replat this area which could be built out at the 12 units per acre density. The City's zoning and development code calculates density based on gross acreage, not subtracting for open space and right-of-way.
- 2) No traffic was distributed to 24 3/4 Road. Depending upon how development is phased there could be a substantial impact to 24 3/4 Road.
- 3) The schematic drawing that you provided does not show any alignment changes to Fountainhead Boulevard. Under the current alignment we believe that the distribution of vehicle trips to 25 Road is considerably lower than what is predicted in the traffic report.

The Annexation Agreement defines the street standard for Fountainhead Boulevard. This street is a residential collector street. In any reviews of future filings we will review the proposed alignment and connections to Fountainhead Boulevard to insure that residential collector street standards are maintained. With the exception of the 9 lots currently being platted, no additional driveways will be allowed to enter or exit Fountainhead Boulevard. The schematic drawing that you provided shows no additional driveways on Fountainhead Boulevard.

If you wish to change the alignment of Fountainhead Boulevard and the proposed street connecting to 25 Road, please submit a schematic plan showing the proposed layout and we will review that. A changed layout may also affect the distribution of traffic and the classification of streets. Please feel free to call if you have any questions.

Sincerely,



James L. Shanks, P.E.
Director of Public Works & Utilities

xc: Jody Kliska
Tom Dixon

file: fnthead

Draft

COLEMAN, JOUFLAS & WILLIAMS
ATTORNEYS AT LAW
2452 Patterson Road, Suite 200
P.O. Box 55245
Grand Junction, CO 81505

Joseph Coleman
Gregory Jouflas
John Williams

Telephone
(303) 242-3311

Telecopier
(303) 242-1893

January 30, 1995

John Crouch
Doralyn Genova
Kathy Hall
Mesa County Commissioners
750 Main Street
Grand Junction, CO 81501

(all) c: Jim
Bruce
John
Larry T
file
2/2/95
CR

RE: Joint County and City Sewer System

Dear Commissioners:

Commencing with discussion in October of 1994, followed by a November 1, 1994 letter to Lyle Dechant and culminating in a number of telephone conversations with Mr. Dechant, I, on behalf of my client, Fountainhead Development Corporation, have set forth a proposal involving the Joint Sewer System. The purpose of this letter is to formally document the discussions and to provide the Commissioners and Mr. Dechant with a copy of the specific Agreement which seeks to implement the previous discussions.

I. BACKGROUND

In approximately December of 1991, Fountainhead Development Corporation installed a Sewer Trunk Line between 24 and 25 Roads, along G Road. This line (hereinafter "Trunk Line") classifies as a sewer trunk line extension within the 201 sewer service area. Fountainhead expended approximately \$168,032.00 for a one mile trunk line extension. The City estimates that a third party contractor would have charged approximately _____ for an analogous trunk line extension. The Trunk Line was timely inspected and duly accepted by the Joint Sewer System. Fountainhead presently possesses rights to recapture 85% of its expenditures, plus interest, from property owners connecting onto the Trunk Line.

In August of 1993, the City and the County jointly approved a Resolution establishing a "Sewer Trunk Line Extension Fund" and a policy for constructing sewer trunk line extensions and imposing development fees onto properties either directly or indirectly connecting onto the trunk line. For areas of new construction with densities equal to or greater than 3 units per acre, the Joint Sewer System recovers \$1,500.00 from each property owner connecting onto a trunk line which falls within the trunk line extension policy.

While projections of future growth are at best an "inexact science", the City originally estimated a total of 1,152 total units within the basin served by the Trunk Line. However, since its initial estimate, the City has acquired significant park land within this area, prompting a reduction of 160 units from the projection; and Fountainhead Development is being developed at a lower density than initially

John Crouch
Doralyn Genova
Kathy Hall
January 30, 1995
Page 2

approved and has already been partially developed, prompting another 200 unit reduction. These factors prompt me to reduce the City projection from 1,152 total units to 792 future units. With this projection, the \$1,500.00 per unit extension fee will, over time, foreseeably generate \$1,188,000.00 for the Sewer Trunk Line Extension Fund, assuming the Joint Sewer System is allowed to terminate Fountainhead's recapture rights and impose the standard extension fee onto all future lots within the basin, the remaining Fountainhead units included.

II. PROPOSAL

In prior discussions, Lyle Dechant has been informed of the following proposal and he advises that the time has come to present the proposal formally to the Commissioners, in their role as a party to the Joint Sewer Agreement. Therefore, I have attached a proposed Agreement for consideration by both the County and the City. By this Agreement, the Joint Sewer System will be placed in the same position as if it had initially financed the Trunk Line that was installed by Fountainhead. The cost of obtaining these rights will be a one time charge of \$200,000.00 against the Sewer Trunk Line Extension Fund. However, from and after execution of the proposed agreement, the Joint Sewer System will be in a position to charge extension fees which will foreseeably total, over time, many times the amount of the initial investment.

III. LITIGATION

a. Fountainhead and the City. In May of 1991, Fountainhead and the City entered into an Annexation Agreement which addressed a number of issues. One issue involved "City Services". Fountainhead claims that City water was one such service. Because of a variety of reasons, including the Ute Water dispute, the City has not provided Fountainhead with any domestic water. This situation lead to litigation between Fountainhead and the City.

As I previously discussed with Lyle Dechant, I formulated the above ~~involving~~ concerning the Sewer Line Extension Fund after my investigation in the pending lawsuit reviewing various sewer and water agreements associated with the Fountainhead Development. During this process, I discovered the 1993 Resolution of the Joint Sewer System, which addressed new trunk lines and fees charged for connection to trunk lines.

b. City and County. I am generally aware of the disputes between the City and the County relative to operation of the Joint Sewer System. Therefore, I wish to address, up front, the fact that Fountainhead's proposed Agreement has two significant aspects. First, I believe that the proposed Agreement is beneficial to both the Sewer System and Fountainhead. In the long term, significantly money becomes available to the Joint Sewer System for future trunk lines. The Agreement simultaneously helps Fountainhead with financial problems caused, in part, by issues raised in the Fountainhead v. City Litigation. Second, the proposed Agreement helps Fountainhead and the City terminate the expenditure of time and money associated with on going litigation.

Draft

AGREEMENT

THIS AGREEMENT is entered into this _____ day of January, 1995 by and among Fountainhead Development Corporation, a Colorado Corporation ("Fountainhead"), the City of Grand Junction, a Municipal Corporation, ("City") and the County of Mesa, a political subdivision of the state of Colorado ("County").

RECITALS

A. On May 1, 1980, the City and the County entered into a joint Sewerage Service Agreement ("Service Agreement").

B. The Service Agreement contains various provisions concerning the joint City and County ownership and management of the Joint Sewer System. While the City and County are presently involved in litigation concerning various aspects of the Service Agreement, this agreement shall not be construed as an admission by either the City or the County relative to any issue in the litigation or relative to any authority granted by or reserved to the City or the County by the Service Agreement.

C. In approximately May of 1991, Fountainhead and the City entered into an Annexation Agreement which addressed a multitude of issues, including by not limited to construction of a sewer trunk line from an existing sewer line at 24 and G Roads to the Fountainhead property located at 25 and G Road, ("Trunk Line"). The Annexation Agreement also referenced City services being provided to Fountainhead on a basis equal to other areas of the City.

D. On or about December 1, 1991, Fountainhead completed construction of a sewer trunk line which serves a separate drainage basin within the existing 201 Sewer Service Area. Fountainhead presently possesses rights to recapture a portion of the costs incurred in constructing the trunk line, plus interest.

E. By Resolution No. 47-93 of the City of Grand Junction, Colorado, endorsed by the County of Mesa, State of Colorado, the City and the County established a procedure for financing and constructing sewer trunk line extensions to ~~serve~~ drainage basins within the existing 201 Sewer Service Area.

F. Litigation is presently pending between Fountainhead and the City, Civil Action No. 93 CV 385, Mesa County District Court ("Fountainhead Litigation"), concerning the Annexation Agreement and the scope of the City's obligation to provide "City Services" and whether this commitment has been performed; or whether the City's performance has been rendered impossible as a consequence of acts and emissions of a third party entity.

G. The Joint Sewer System is willing to reimburse Fountainhead its expenses and reasonable interest for constructing the Trunk Line, thereby enabling the Joint Sewer System to treat this Trunk Line extension the same as other trunk line extensions and impose the standard and customary development fees onto all properties which hereafter connect, either directly or indirectly, into the Trunk Line.

H. Fountainhead and the City wish to terminate the Fountainhead Litigation, thereby ultimately saving taxpayers (who consist of both City and County residents) and Fountainhead the expenses of continuing attorney fees.

TERMS AND CONDITIONS

In consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which all parties hereby acknowledge, the parties agree as follows.

1. Sewer Trunk Line.

a. Fountainhead hereby relinquishes any and all rights it previously possessed to recapture or receive a payback as a consequence of its construction and installation of the Trunk Line. This waiver shall be effective and apply to any connections made to the Trunk Line on or after the date of execution of this Agreement by all parties.

b. As of ^{the} ~~this~~ date of the full execution of this Agreement by all parties, Fountainhead assigns, transfers, and conveys to the ~~Joint City and County Sewer System~~ any and all of its rights in the Trunk Line, including but not limited to rights to recapture construction costs from individuals hereinafter connecting, directly or indirectly, to the Trunk Line.

c. From and after the date of the full execution of this Agreement by all parties, the ~~Joint City and County Sewer System~~ shall be treated, for all purposes, as if it had originally incurred the full expense of construction of the Trunk Line and shall be entitled to assess fees and charges against all properties which, after the date of full execution of this Agreement, connect either directly or indirectly into the Trunk Line.

d. Simultaneous with execution of this Agreement by all parties, the ~~Joint City and County Sewer System~~ shall pay, from the Sewer Trunk Extension Fund, \$200,000.00 in cash to Fountainhead.

which constitutes full payment of all amounts due to Fountainhead

*what
receipt
has cleared
to date?*

*ask
W.*

07 Other

e. From and after the date of the full execution of this Agreement, the extension and development fees authorized by Resolution No. 47-93 shall be due from owners of properties which connect either directly or indirectly into the Trunk Line. Such fees shall be paid into the Sewer Trunk Line Extension Fund.

f. Fountainhead agrees and acknowledges that the projected number of properties which, in the future, will connect either directly or indirectly into the Trunk Line will result in payment of development/extension fees which will substantially exceed the \$200,000.00 payment made to Fountainhead. Despite this fact, Fountainhead shall have no further recapture rights or claims associated with the Trunk Line or against the properties connecting into the Trunk Line or against the joint City and County Sewer System relative to the Trunk Line. The \$200,000.00 payment is a negotiated, compromise amount which is intended to be a one-time, full and complete payment, regardless of future events.

2. Litigation.

a. Fountainhead and the City shall, simultaneous with the execution of this Agreement by all parties, execute a Joint Stipulation for Dismissal, with prejudice, of the pending litigation.

b. Fountainhead and the City both acknowledge that the litigation contains various uncertainties and that this Agreement is intended as a full and complete compromise settlement of the litigation, regardless of such uncertainties. Both parties have consulted with independent legal counsel of their choice and are relying upon their own attorneys and their own investigation into the merits of the dispute and the fairness of this Agreement. Each party knowingly and intentionally assumes the risks that they may have incorrectly evaluated their legal positions or incorrectly assumed the course of future events.

release

c. To clarify uncertainty and to update the May 21, 1991 Annexation Agreement, simultaneously with the execution of this Agreement by all parties, the City and Fountainhead shall execute Appendix A which shall fully and completely replace and constitute a novation of all terms, conditions and obligations of the May 21, 1991 Annexation Agreement.

3. City Water.

a. The City acknowledges that Fountainhead still wishes to have the option of obtaining domestic water from the City, as opposed to obtaining such water from the Ute Water Conservancy District. However, both Fountainhead

(including payment of all costs of extending facilities needed to supply water to F.)

and the City recognize that pending litigation between Ute Water and the City impacts the City's ability to provide such water.

unfoundedly

b. Fountainhead and the City agree, as part of the settlement of their litigation, that if the City and Ute Water litigation is resolved, such that the City may legally provide domestic water to the Fountainhead property described in Appendix B, Fountainhead, in its discretion, shall have a right to elect to connect to the City water system subject to paying fees and charges and satisfying such other conditions uniformly imposed by the City onto other potential or actual water users located within areas of the City that are not located within the boundaries of the Ute Water Conservancy District.

4. County.

a. Nothing in paragraphs 2 and 3 shall be construed as committing the County to any position relative to the issues addressed herein. The County expressly disavows any responsibility or involvement relative to the provisions of paragraphs 2 and 3 and the County takes no position relative to the merits of the litigation between the City and Fountainhead or between the City and Ute Water.

b. The County's sole involvement with this Agreement is to approve the provisions of paragraph 1 relative to the Trunk Line.

5. Miscellaneous.

a. All prior negotiations by and among the parties concerning the subject matter of this agreement are hereby merged into this agreement.

b. This agreement may not be modified orally and for any amendment to be binding upon a party, the amendment must be in writing and signed by the party against whom enforcement is sought.

FOUNTAINHEAD DEVELOPMENT CORPORATION, a Colorado Corporation

ATTEST:

By _____
J. R. Studebaker, President

By _____
Secretary of Fountainhead Corporation

CITY OF GRAND JUNCTION

ATTEST:

By _____
Mark K. Achen, City Manager

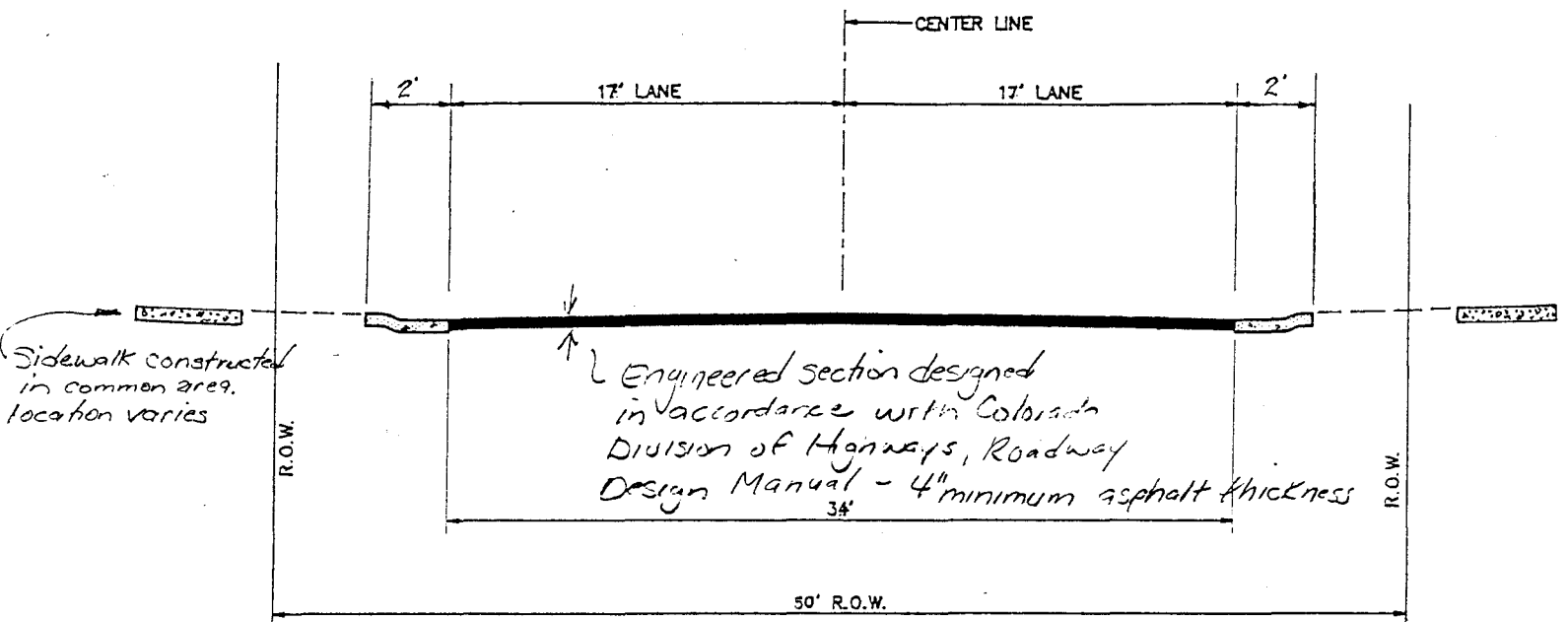
By _____
City Clerk of Mesa County

COUNTY OF MESA, STATE OF COLORADO ATTEST:

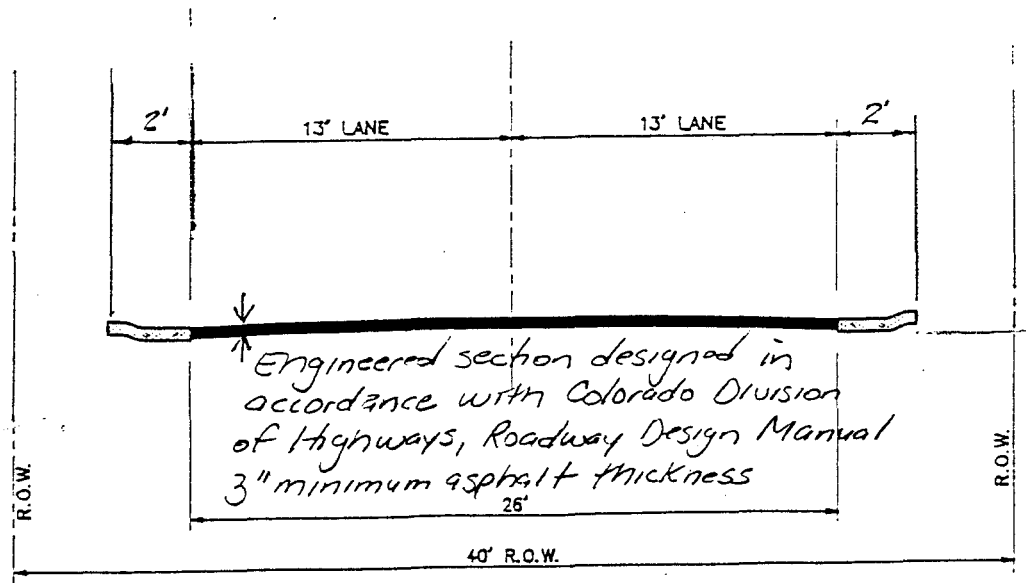
By _____

By _____

Approved road standards for all of Fountainhead per Jim Shanks.



Typical Section - Fountainhead Blvd



Typical Section - Residential Streets

"D" plans

To: TOMD (Tom Dixon)
Cc: Jodyk, Donn, Markr
From: Jim Shanks
Subject: Re: The Helm Two at Fountainhea
Date: 3/03/95 Time: 9:00a

Originated by: TOMD 3/01/95 4:08p
Replied by: JIMS 3/03/95 9:00a

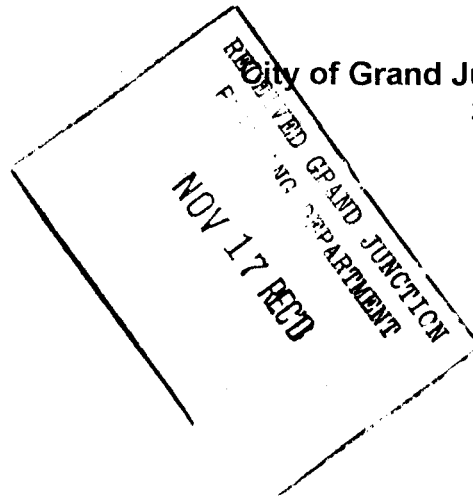
Dan and I looked at the annexation agreement. The street standard that was agreed to in the Fountainhead annexation agreement is the street standard for the entire property. There is a drawing in the agreement showing the typical sections for the roadways. Jim

Kathy Portner



City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX: (970)244-1599

November 17, 1995



Greg Cranston
REMAX
1401 North First Street
Grand Junction, CO 81501

Dear Greg:

I'm glad that you happened to call Kathy Portner concerning the open space platted as a part of the Mini "Cove" at Fountainhead. Kathy informs me that she informed you that the open space is for the benefit of all of the homeowners, and cannot be sold by Studebaker, or the corporation, to private interests.

The purpose of this letter is to confirm Kathy's information, and our conversation of November 17, 1995.

As you and I discussed, the dedicatory language reads: "Those areas labeled Open Space are dedicated for utility easements and common Open Space." It is true that the plat language does not specifically also say "to the homeowner's association." Nevertheless, a dedication has occurred. And, the dedication is for "common open space."

I have, as I mentioned, written to the attorney for Mr. Studebaker suggesting that Mr. Studebaker grant a warranty deed to the homeowner's association as soon as possible.

For your purposes, I wanted to express to you in writing that the open space cannot be conveyed to any private third party, without the written consent of all affected homeowners and the City. The City will not grant such consent, thus, for your purposes please assume that the open space cannot be conveyed at all.

The City intends to take such action as may be necessary to stop such an attempt to convey what one does not own.

If you learn of other attempts to convey open space, I would appreciate hearing from you immediately, so that the City can take appropriate and timely action.

Please tell me which title company you have engaged for any title commitments so that I may inform such company of the facts, the

applicable law as I understand it, and the City's position.

I look forward to hearing from you. Thank you again for your cooperation.

Very truly,

A handwritten signature in black ink, appearing to read "Dan E. Wilson". The signature is stylized and cursive.

Dan E. Wilson
City Attorney

c: Kathy Portner, Planning Supervisor
John Shaver, Assistant City Attorney
John Williams, Esq.

To: Rhonda Edwards
From: Dan Wilson
Subject: <None>
Date: 11/29/95 Time: 8:31AM

It is time to refund to the persons who paid the TCP for Fountainhead. Do not return to Fountainhead or Studebaker unless they paid you directly.
Do you need more than this for authority?
Thanks for your patience.

① Monument Homes
759 Horizon Dr. 81506
for \$3,000⁰⁰

③ Weber Built Homes
6800 Reeder Mesa Rd
Whitewater 81527 ✓
for \$1,200⁰⁰

② Jennifer Elliott
P.O. Box 2942 ✓
G.J. 81502
for \$500⁰⁰

total is \$4700⁰⁰

July 8, 1996

Mr. Mark K. Achen, City Manager
CITY OF GRAND JUNCTION
250 North 5th Street
Grand Junction, CO 81501-2668

Dear Mr. Achen:

After careful deliberation, I have chosen a course of action in an attempt to protect my investment in the City of Grand Junction. As a local property owner and taxpayer, I am concerned about the interference with sales of my properties; due to the confusion created by Mr. Dan Wilson, City Attorney, surrounding the Fountainhead Annexation Agreement. In recent months, I have lost several sales due in part with the City's non-compliance of this Agreement.

Due to Mr. Wilson's continual cover-ups/duping of public officials as his normal course of business, I suspect many elected officials are not even aware of any issues regarding the Fountainhead Annexation Agreement;. It is obvious that Mr. Wilson is being allowed to continue to hold purchasers in abeyance at Fountainhead. He is an agent of your City and should be held accountable for his actions and bound by those responsibilities to do what is best for the City residents as a whole.

In support of my concerns, I have attached a copy of a letter from Mr. Joseph Coleman, Coleman, Joufflas, & Williams to Mr. Gregg Cranston of ReMax of Grand Junction (my local Realtor) which makes reference to portions of the Fountainhead Annexation Agreement with the City of Grand Junction. I have also attached a copy of a letter from a former resident in Fountainhead subdivision as well as the City of Grand Junction's detailed response and explanation of several provisions of the Fountainhead Annexation Contract. These items are a part of the Mesa County public record, Book #2218, Page #632 dated March 26, 1996.

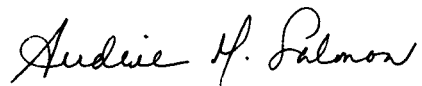
How can ReMax of Grand Junction, or any business in the City, conduct their daily affairs without misrepresentation to potential purchasers/clients if the City Administration cannot be trusted to perform their obligations, particularly, City Officials who are controlled by the City Attorney? Will the City Officials ever comply with contractual agreements entered into with the City of Grand Junction without protracted legal actions? Should I as a taxpayer and investor in your City ever have this question?

Mr. Mark K. Achen, City Manager
CITY OF GRAND JUNCTION
July 8, 1996
Page Two

I intend to demand public investigation of Mr. Wilson's office. I will contact and work with the Press to expose Mr. Wilson's arrogance, seeming invulnerability and flagrant misuse of his office for personal vendettas; *and getting away with it at the expense of property owners in the community.* I will gain media coverage throughout Colorado using the Daily Sentinel, Denver Post, Boulder Daily Camera, local flyers, farm reports and, if necessary, the judicial system. If credible assistance within the City is not able to address Mr. Wilson's reign through fear and intimidation, I will contact objective professional outside sources who can. It is obvious to me that I have not been his only victim.

The public will be made aware; starting with elected and appointed City Officials and Department Heads of Grand Junction and unless a satisfactory explanation is addressed by the 15th of July regarding the City's posture on this issue, I will commence with further action.

Sincerely,



Audrie M. Salmon

AMS:paf

Attachments

cc: Linda Afman, Mayor
City Council Members
Joseph Coleman, Coleman, Jouflas, & Williams