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**CITY COUNCIL AGENDA
WEDNESDAY, SEPTEMBER 4, 2019
250 NORTH 5TH STREET
5:15 PM – PRE-MEETING – ADMINISTRATION CONFERENCE ROOM
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

To become the most livable community west of the Rockies by 2025

Call to Order. Pledge of Allegiance. Invocation

Baha'i Faith member Chris Cholas

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

Presentations

District 51 Bond Presentation: Building our Kid's Future - Dan Prinster

Proclamations

Proclaiming September 7, 2019 a Sister City Day in the City of Grand Junction

Proclaiming September 13 - October 15, 2019 as Hispanic Heritage Month in the City of Grand Junction

Proclaiming September 17 - 23, 2019 as Constitution Week in the City of Grand Junction

Appointments

To One Riverfront

Citizen Comments

Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

- a. Supplemental Documentation

City Manager Report**Council Reports****CONSENT AGENDA**

The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.

1. Approval of Minutes

- a. Summary of the August 19, 2019 Workshop
- b. Minutes of the August 21, 2019 Regular Meeting
- c. Summary of the August 22, 2019 Joint DDA Workshop

2. Set Public Hearings

All ordinances require two readings. The first reading is the introduction of an ordinance and generally not discussed by City Council. Those are listed in Section 2 of the agenda. The second reading of the ordinance is a Public Hearing where public comment is taken. Those are listed below.

- a. Legislative
 - i. An Ordinance Amending Ordinance No. 4861 to Change the Name of the Grand Junction Dos Rios General Improvement District to the City of Grand Junction Dos Rios General Improvement District and Set a Public Hearing for September 18, 2019
- b. Quasi-judicial

- i. Introduction of an Ordinance to Rezone the Community Pod 5 from Mixed Use (MU) to Planned Development (PD) and Approve an Outline Development Plan (ODP) for Approximately 39.25 Acres at 2372 G Road and Set a Public Hearing for September 18, 2019

3. Contracts

- a. Authorize the City Manager to Enter into a Community Solar Garden Subscription Agreement with Oak Leaf Energy Partners
- b. Contract for Assessment, Repair and Maintenance Services for the Solar Farm at the Persigo Wastewater Treatment Plant

4. Resolutions

- a. Assignment of the City's 2019 Private Activity Bond Allocation to Colorado Housing and Finance Authority

5. Other Action Items

- a. Ratification of Adopted Resolutions Concerning the November 2019 Special Election

REGULAR AGENDA

If any item is removed from the Consent Agenda by City Council, it will be considered here.

6. Public Hearings

- a. Quasi-judicial
 - i. An Ordinance 1) Amending the Comprehensive Plan from Park to Residential Medium, Retaining the Mixed Use Corridor Designation along Patterson Road; and 2) Rezoning from CSR (Community Services and Recreation) to R-8 (Residential Medium) and MXOC (Mixed Use Opportunity Corridor) for Two Properties with a Total of 18.433 Acres, Located at 2980 and 2982 Patterson Road (Currently Known as the Burkey Park Property)

- ii. A Resolution Accepting the Petition for Annexation of 3.557 Acres of Land and Ordinances Annexing and Zoning the Kiser Annexation to R-2 (Residential - 2 du/ac), Located at 136 Vista Grande Road

- b. Legislative

- i. An Ordinance Placing a Charter Amendment Concerning the Authorized Length of Leases on the Election Ballot for the Special Municipal Election

7. Non-Scheduled Citizens & Visitors

This is the opportunity for individuals to speak to City Council about items on tonight's agenda and time may be used to address City Council about items that were discussed at a previous City Council Workshop.

8. Other Business

9. Adjournment



2019 Bond Presentation



THE PLAN



1. Replace Grand Junction High School
2. Security and Safety for all high schools
 - Harden the security of our high schools by connecting all academic buildings under one room and creating a single point of entry/exit in each
 - Eliminate more than 120 non-secure entrances in all four high schools
 - Bring all high schools up to modern fire codes and full ADA compliance
3. Restore and modernize our classrooms
 - Critical infrastructure repairs and expansion will extend the lives of CHS, FMHS, and PHS another 25 years
 - Build additional classrooms district-wide to meet the needs of a growing student population
 - Expand vocational, STEM, and agriculture programs

GRAND JUNCTION HIGH SCHOOL



- Built in 1956
- 1,534 Students & 136 District Employees
- Bond will fully replace GJHS with a single building on structurally sound foundation at the opposite end of the campus
 - Eliminate 71 Unsecured Entrances/Exits
 - Meet current fire codes
 - Modern classroom design

GRAND JUNCTION HIGH SCHOOL

\$124 Million Investment



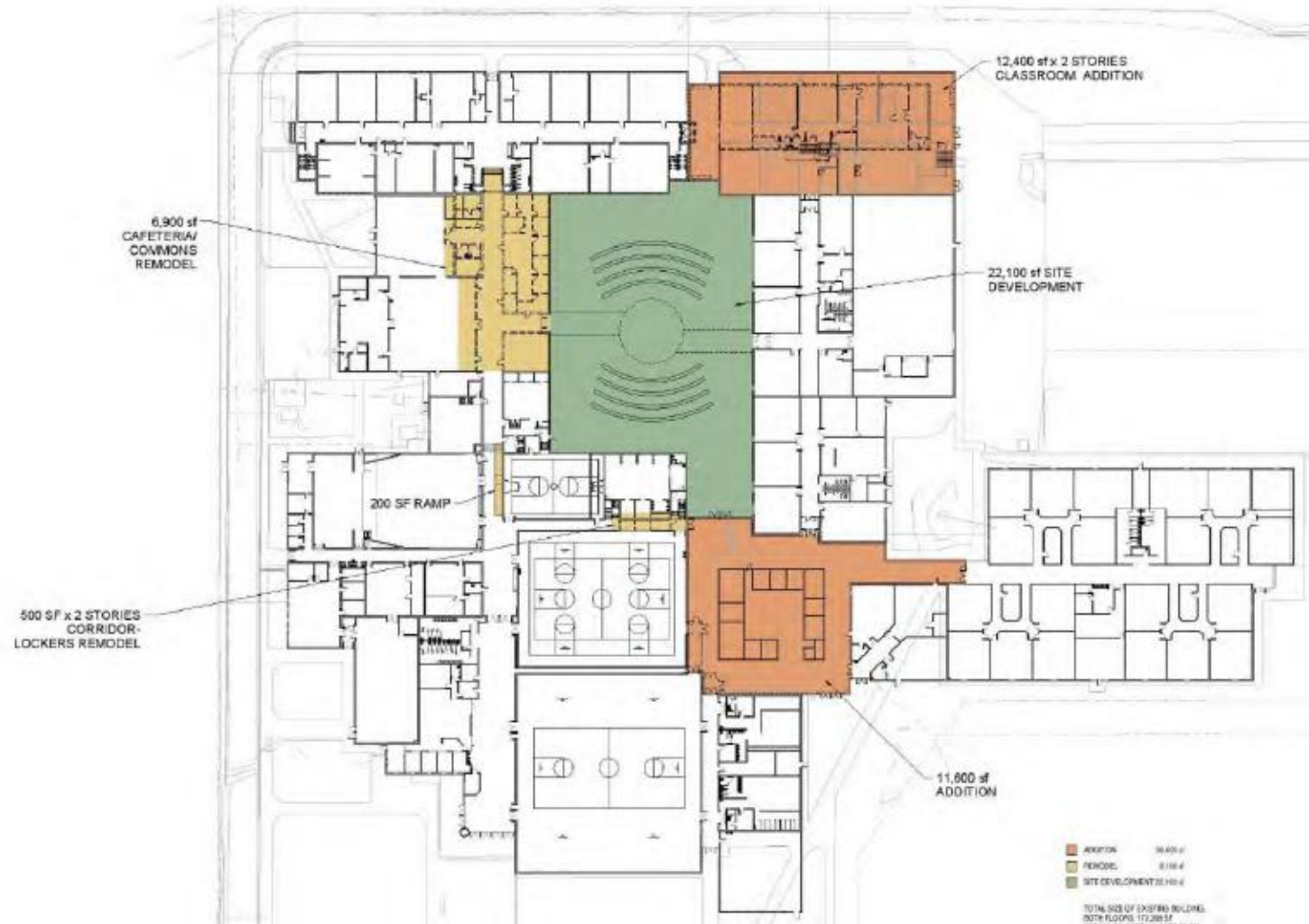
CENTRAL HIGH SCHOOL



- Built in 1960
- 1,598 Students & 128 District Employees
- Sound infrastructure – remodel will extend life 25 years
- Bond will:
 - Eliminate 16 Unsecured Entrances/Exits– connect all academic buildings and create a security vestibule
 - Improve ADA Compliance
 - Add sprinklers to comply with current fire codes
 - Abate asbestos
 - Expand vocational and STEM programs and add classrooms to expand capacity

CENTRAL HIGH SCHOOL

\$32 Million Investment



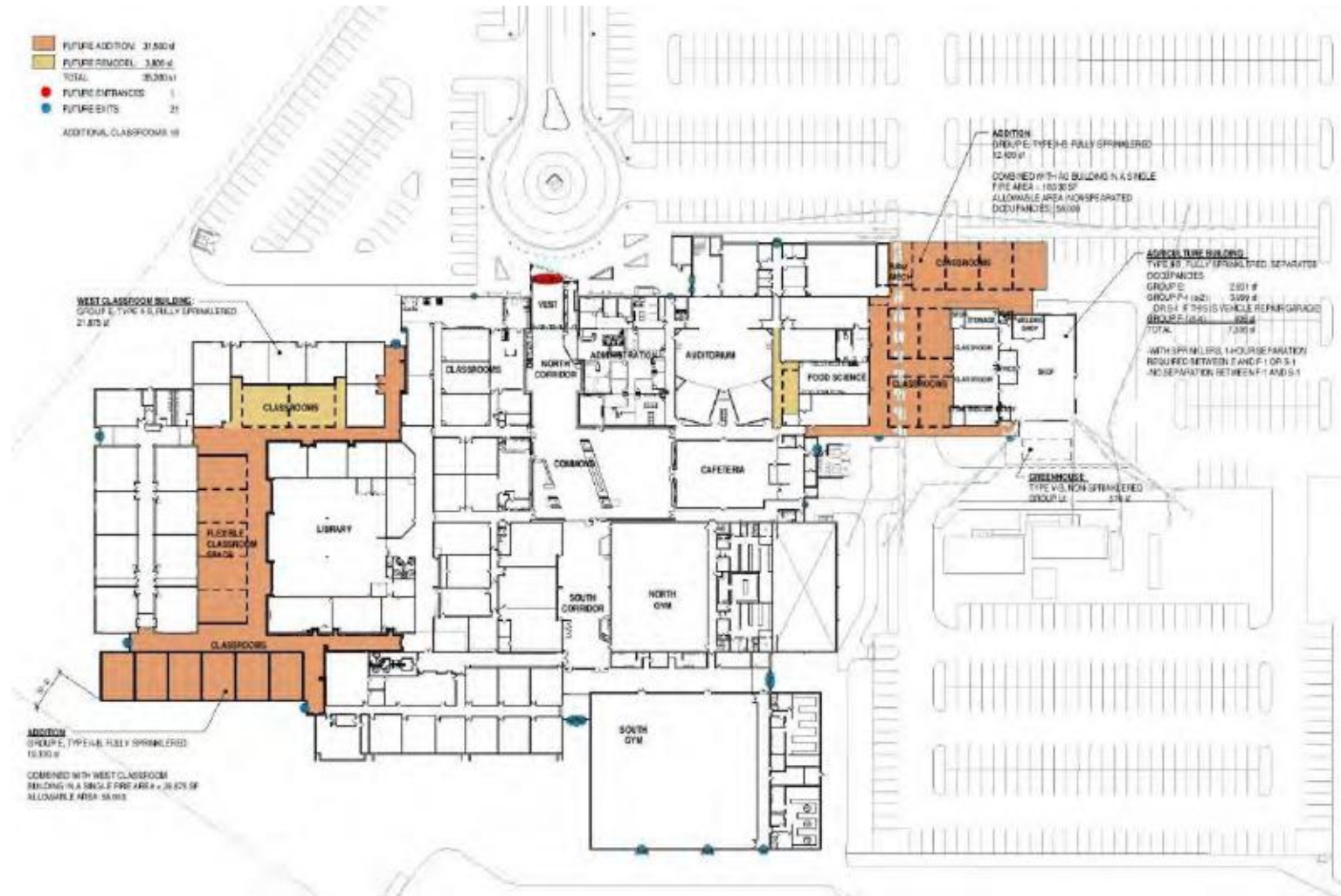
FRUITA MONUMENT HIGH SCHOOL



- Built in 1969
- 1,329 Students (Grades 10-12) & 107 District Employees
- Sound infrastructure – remodel will extend life 25 years
- Bond will:
 - Eliminate 27 Unsecured Entrances/Exits– connect all buildings under one room with a secure single entry/exit
 - Add sprinklers to comply with current fire codes
 - Add 18 classrooms to expand capacity and expand the agriculture program
 - **Normalize the high school to 9th-12th grades and normalize middle schools**

FRUITA MONUMENT HIGH SCHOOL

\$21 Million Investment



PALISADE HIGH SCHOOL



- Built in 1991
- 1,005 Students (Grades 10-12) & 86 District Employees
- Sound infrastructure – remodel will extend life 25 years
- Bond will:
 - Eliminate 10 Unsecured Entrances/Exits – creates one single point of entry/exit
 - Install fire sprinklers in all outbuildings to meet fire codes
 - Add 6 classrooms and expand capacity

PALISADE HIGH SCHOOL

\$12 Million Investment



COST BREAKDOWN



GRAND JUNCTION HIGH SCHOOL	\$124 MILLION
CENTRAL HIGH SCHOOL	+ \$32 MILLION
FRUITA HIGH SCHOOL	+ \$21 MILLION
PALISADE HIGH SCHOOL	+ \$12 MILLION
<hr/>	
TOTAL COST	\$189 MILLION
SAVINGS FROM 2017 BOND	-\$4.5 MILLION SAVED
SAVINGS FROM COST OF NEW GJHS ROOF	-\$5 MILLION SAVED
<hr/>	
TOTAL COST	\$179.5 MILLION
<hr/>	
TOTAL COST FOR \$300K HOMEOWNER	\$6.67/MONTH



www.citizensforsd51.com

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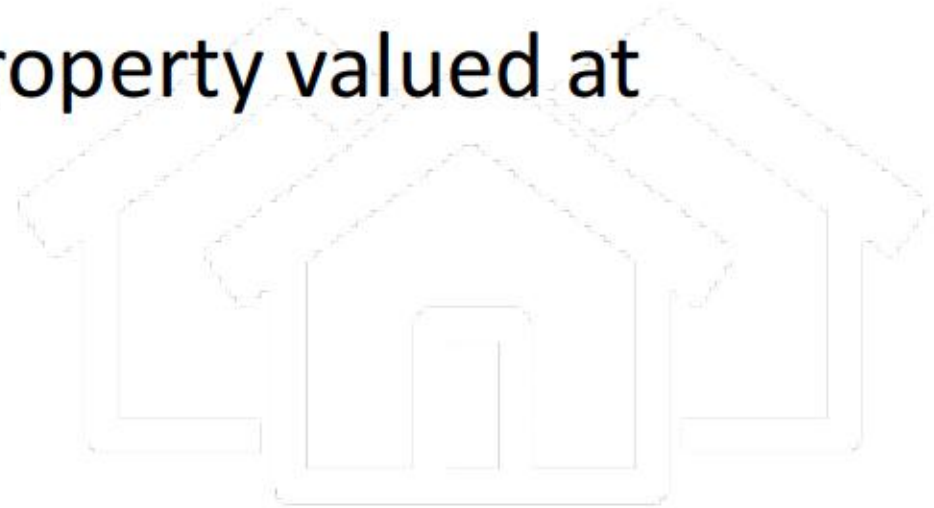
[/citizensforsd51](https://www.facebook.com/citizensforsd51)

Community Investment



\$6.67 per month for a home valued at \$300,000

\$27.35 per month for a business property valued at \$300,000



2017 Bond and Mill Levy - *On time and under budget*



- Focused on core infrastructure repairs at elementary and middle schools
 - Plumbing, roofing, parking lots, carpeting, security vestibules, etc.
- Extended school year five days for every student in district
- Purchased modern curriculum and up to date tech equipment
- Built new Orchard Mesa Middle School
- Built gyms at Palisade and DIA
- 90% of labor was locally sourced, exceeding expectations of GJEP economic impact study

2017 and 2019 bond information on website

The screenshot shows a web browser displaying the website for Mesa County Valley School District 51. The page is titled "Mesa County Valley School District 51" and includes contact information: "2115 Grand Ave, Grand Junction, CO 81501" and "Phone (970) 254-5100". The navigation menu includes "Home", "About Us", "Calendar", "Parents", "Students", "Staff", "Employment", "Resources", "Mental Health", and "Español". The "Resources" menu is expanded, showing a list of links including "Bond and Mill Levy Override Information", "2017 Bond and Mill Levy Override Background", "Projects & Purchases Timeline", "3A & 3B Financial Transparency Pages", "Bond Bidding Opportunities", "2019 Bond Project Status Update", and "Colorado Open Records Act". The main content area is titled "Mesa County Valley School District 51 / Resources / Bond and Mill Levy Override Information" and features a section for "2019 Bond Measure". The text states: "On July 1, 2019, the District 51 School Board decided to place a \$179.5 million bond measure on the Nov. 5, 2019, ballot. The bond measure proposes the following projects at D51 high schools:" followed by a list of projects:

- **Central High School** - Eliminate 16 non-secure doors and create a single entrance by connecting all buildings so the entire campus is under one roof, perform asbestos abatement, install fire sprinklers, improve accessibility and traffic flow, and enlarge the cafeteria. *(Estimated cost: \$32 million)*
- **Fruita Monument High School** - Create a single main entrance by connecting all buildings on campus under one roof and eliminating 27 non-secure doors; improve

The browser's address bar shows "d51schools.org" and the page title is "Nick bond presentation draft - Saved to my Mac". The browser's status bar at the bottom indicates "Slide 14 of 14" and "English (United States)".



City of Grand Junction, State of Colorado

Proclamation

Whereas, the City of Grand Junction has recognized El Espino, El Salvador as its official Sister City since September of 2005; and

Whereas, dozens of members of the Grand Valley community have participated in cultural exchange with the citizens of El Espino through cultural immersion trips with the Foundation for Cultural Exchange; and

Whereas, throughout the previous 14 years, this city through its community partnership has fostered long-term relationships between the people of Grand Junction and El Espino, thereby advancing peace, prosperity, and cultural understanding in both communities; and

Whereas, it is appropriate to recognize all the efforts of the Foundation for Cultural Exchange on this fourteenth anniversary and to express appreciation for the work they and other community members have done.

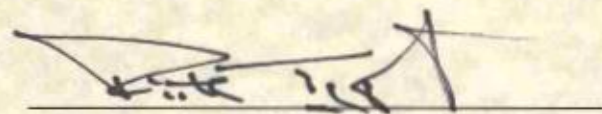
NOW, THEREFORE, I, Rick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim September 7, 2019 as

"Sister City Day"

in the City of Grand Junction and congratulate the Foundation and other community members who have participated in cultural exchanges with the people of El Espino.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 4th day of September, 2019.





Mayor



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** from America's earliest days, Hispanics have played an important role in our national heritage, and continue to embody the pioneering spirit of America today, demonstrating a steadfast commitment to faith, family, and hard work; and
- Whereas,** Hispanic-owned small businesses are the fastest growing businesses in America, growing at a pace 15 times the national average over the last decade. Hispanics own more than three million businesses and are a testament to the American promise that anyone can succeed in the United States through hard work; and
- Whereas,** Hispanics have not hesitated to defend and show their allegiance to this nation in many ways and in all branches of the Armed Forces, continuing a strong legacy of dedication to our country, a melting pot of diversity.
- Whereas,** Hispanics lift up our communities and our economy as entrepreneurs, executives, and small business owners, and make contributions in areas such as science, art, music, politics, academia, government, and sports; and
- Whereas,** this month, we recognize the countless contributions of Hispanics that help make our Nation a thriving and secure land of opportunity with a Kick-off event at the Art Center on September 13th, Inspiration Behind Success on September 19th, Youth and Talent Night on September 27th, Si Se Puede (Yes You Can) on October 4th, and a Closing Ceremony at the Riverside Park on October 12th.

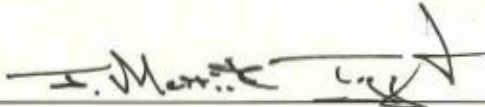
NOW, THEREFORE, I, Rick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim September 13 – October 15, 2019 as

"Hispanic Heritage Month"

in the City of Grand Junction and call upon public officials, educators and all Americans to observe this time with appropriate ceremonies, activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5th day of September, 2019.





Mayor



City of Grand Junction, State of Colorado

Proclamation

Whereas, our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and

Whereas, it is of the greatest importance that all citizens fully understand the provisions and principles contained in the Constitution in order to support, preserve, and defend it against all enemies; and

Whereas, signing of the Constitution provides an historic opportunity for all Americans to realize the achievements of the Framers of the Constitution and the rights, privileges, and responsibilities it affords; and

Whereas, the independence guaranteed to American citizens, whether by birth or naturalization, should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17 through 23, as designated by proclamation of the President of the United States of America in accordance with Public Law 915.

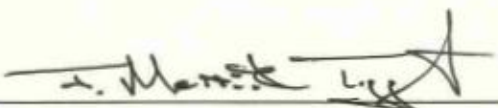
NOW, THEREFORE, I, Rick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim September 17 - 23, 2019 as

"Constitution Week"

in the City of Grand Junction and urge all our residents to reflect during that week on the many benefits of our Federal Constitution and American citizenship.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 4th day of September, 2019.





Mayor



Grand Junction City Council

Regular Session

Item #

Meeting Date: September 4, 2019
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Wanda Winkelmann

Information

SUBJECT:

To One Riverfront

RECOMMENDATION:

Appoint member to One Riverfront.

EXECUTIVE SUMMARY:

There is one vacancy on One Riverfront.

BACKGROUND OR DETAILED INFORMATION:

Vacancy is due to a term expiring.

FISCAL IMPACT:

n/a

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendation to One Riverfront.

Attachments

None



Grand Junction City Council

Regular Session

Item #a.

Meeting Date: September 4, 2019

Presented By:

Department: City Clerk

Submitted By:

Information

SUBJECT:

Supplemental Documentation

RECOMMENDATION:

EXECUTIVE SUMMARY:

BACKGROUND OR DETAILED INFORMATION:

FISCAL IMPACT:

SUGGESTED MOTION:

Attachments

1. Citizens Comments

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 8/29/19
Citizen's Name	Kevin Bray	
Subject	INTRODUCE STUDENTS ATTENDING MTC AS PART OF CLASS AT CMU	
Phone Number (optional)	Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!	

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date
Citizen's Name	Bruce Lohmiller	
Subject	Point of Light Roman "Current"	
Phone Number (optional)	Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!	

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 4 SEP 2019
Citizen's Name	RANDY SPYDELL	
Subject	RANKED CHOICE VOTING - COUNCIL VACANCIES	
Phone Number (optional)	Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!	

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 9/4/19
Citizen's Name	Elliot Van Meter	
Subject	Foundation for Cultural exchange: FCE does good work	
Phone Number (optional)	Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!	

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 9/4/19
Citizen's Name	Mikaela Sullivan	
Subject	Foundation for Cultural Exchange- Sister City	
Phone Number (optional)	Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!	

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 9/4/2019
Citizen's Name	Currey Ventling	
Subject	Foundation for Cultural Exchange impact	
Phone Number (optional)	Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!	

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 9/4/19
Citizen's Name	Liliana Flanigan	
Subject	3A Bond Issue	
Phone Number (optional)	Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!	

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date
Citizen's Name	Savan Shrader	
Subject	D91 Bond 3A	
Phone Number (optional)	Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!	

**CITY COUNCIL MEETING
CITIZEN PRESENTATION**

Date 9/4/2019

**Citizen's
Name**

Suzanne Foster Porter

Subject

3A Bond Initiative Request for
Support

**Phone
Number
(optional)**

*Including your phone number is helpful if
we would like to contact you in response to
your questions, comments, or concerns.
Thank you!*

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

August 19, 2019

Meeting Convened: 5:31 p.m. in the City Hall Auditorium

Meeting Adjourned: 9:02 p.m.

City Councilmembers present: Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Anna Stout, Duke Wortmann, and Mayor Rick Taggart.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Romero, General Services Director Jay Valentine, Public Works Director Trent Prall, Director of Community Development Tamra Allen, Fire Chief Ken Watkins, Police Chief Doug Shoemaker, Parks and Recreation Director Ken Sherbenou, Water Services Manager Mark Ritterbush, Customer Service Supervisor Debi Overholt, and City Clerk Wanda Winkelmann.

Agenda Topic 1. Discussion Topics

a. Impact Fees (Fire, Police, Municipal Facilities and Parks) and Water Plant Investment Fees

In July 2018, City Council provided direction to staff to conduct a nexus study on impact fees related to a variety of city capital improvements. In the Fall of 2018, the City contracted with TischlerBise a consultancy that conducts impact fee studies across the country. TischlerBise has provided a study for the maximum fee potential for impact fees related to Police, Fire, Municipal Facilities and Parks.

TischlerBise was also contracted to provide recommendations regarding the City's Water Plant Investment Fee. The consultant, Carson Bise, presented on these two studies and provided a summary of findings. The legal requirements for fees are need, benefit, and proportionality.

A position letter from community groups and a study conducted for the Grand Junction Area Realtor Association was received.

Discussion ensued about the reason some fees haven't been updated for years; the position letter and study presented; how fees impact housing affordability; the level of service that growth pays for; future population growth; and the phasing of implementing the fees.

Support was expressed for staff to meet with the community group to see if additional compromise can be achieved. The results of that discussion will be brought back for Council discussion.

A break was called for at 7:12 p.m. The workshop resumed at 7:20 p.m.

b. Update from Economic Development Partners

The North Star Report provided a framework for Economic Development in the Grand Junction area. Since that report additional funding has been provided to economic development and the functions continue to be through partnerships with local organizations.

Presentations were given by the Grand Junction Economic Partnership, Grand Junction Area Chamber of

Commerce, Business Incubator Center, Greater Grand Junction Sports Commission, and the Grand Junction Air Service Alliance about past and upcoming programs and initiatives.

Agenda Topic 2. Next Workshop Topics

City Manager Caton reported the September 2 workshop is canceled due to the Labor Day holiday. On September 16, possible topics include Impact Fees, Broadband, and an update by Xcel.

3. Other Business

Councilmember Andrews suggested changing the order of the August 21 agenda to have items taking less time be considered prior to the public hearing on the Maverick annexation. Due to the number of anticipated citizens participating in the public hearing, it was decided to hold it first.

Mayor Taggart stated he received a request from the District 51 fundraising committee to present about the upcoming ballot question at City Council's September 4 meeting.

Adjournment

The workshop adjourned at 9:02 p.m.

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

August 21, 2019

Call to Order. Pledge of Allegiance. Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 21st day of August, 2019 at 6:00 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Duke Wortmann and Council President Rick Taggart.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann and Deputy City Clerk Janet Harrell.

Council President Taggart called the meeting to order. Roca Eterna Iglesia members Karina Simental and Anaiah Guajardo led the Pledge of Allegiance which was followed by a moment of silence.

Certificates of Appointment

To the Grand Junction Regional Airport Authority Board

Councilmember McDaniel presented Linde Marshall with her Certificate of Appointment to the Grand Junction Regional Airport Authority Board for a partial term ending February 2021.

Citizen Comments

Karina Simental and Anaiah Guajardo spoke about deportation, shootings and suicide.

Bruce Lohmiller spoke about implementing sex education classes at District 51 and how to report school issues through 241-STOP.

Randy Spydell spoke about Ranked Choice Voting.

Dennis Simpson requested Council allow public comment on election agenda items dealing with debt.

City Manager Report

City Manager Caton noted school is back in session and encouraged everyone to plan ahead and obey posted speed limits in school zones.

Council Reports

Councilmember Stout said the Spanish speaking community does not feel engaged in City processes, and language and ethnicity based bullying has been reported.

CONSENT AGENDA

Councilmember Stout moved to adopt Consent Agenda items #1 - #4. Councilmember Wortmann seconded the motion. The motion carried by unanimous voice vote.

1. Approval of Minutes

- a. Summary of the August 5, 2019 Workshop
- b. Minutes of the August 7, 2019 Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. Introduction of an Ordinance Amending the Comprehensive Plan and Rezoning Two Properties with a Total of 18.433 Acres, Located at 2980 and 2982 Patterson Road (Currently Known as the Burkey Park Property) to R-8 (Residential 8 units per acre) and MXOC (Mixed Use Opportunity Corridor) and Set a Public Hearing for September 4, 2019
 - ii. Introduction of an Ordinance Zoning the Kiser Annexation R-2 (Residential - 2 du/ac), Located at 136 Vista Grande Road and Set a Public Hearing for September 4, 2019

3. Contracts

- a. Construction Contract for the 2019 Sewer Line Replacement Project - Phase B
- b. Design Services Contract for Improvements to the Hogchute (aka Carson)

Reservoir Dam, Spillway and Outlet Works

4. Resolutions

- a. A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for the Gray and Black Market Marijuana Enforcement Program for the Year July 1, 2020 to June 30, 2021
- b. A Resolution Assigning City Councilmembers to Various Boards, Commissions and Authorities
- c. A Resolution Authorizing the City to Approve a Grant Offer as a Co-sponsor with the Grand Junction Regional Airport Authority for the Construction of a New Runway

REGULAR AGENDA

A Resolution Accepting the Petition for Annexation of 19.608 Acres of Land and Ordinances Annexing and Zoning the Maverick Estates Annexation to R-4 (Residential - 4 du/ac), Located at 2428 H Road - Continued from May 1, 2019

GJ Maverick Investments, LLC ("Applicant") requested an annexation and zone of annexation to R-4 (Residential – 4 du/ac) for the Maverick Estates Annexation. The approximately 17.50-acre parcel ("Property") is located on the north side of H Road, between 24 and 24 ½ Roads. The property is vacant but was previously a sod farm and has a Comprehensive Plan (CP) Future Land Use Map designation of Residential Medium Low (2 – 4 du/ac), R-4 zoning is consistent with this CP designation.

The hearing for this annexation and zoning was continued from May 1, 2019 to ensure requisite noticing of the annexation for properties along the "flagpole" portion. Staff re-noticed in accordance with State Statute and City Code.

The proposed annexation is a five-part "Serial Annexation" as provided by State law and includes an additional 2.099-acres of the adjacent 24 ¼ and H Roads rights-of-way. The request is in anticipation of residential development of the property, which constitutes "annexable development" and as such is required to annex in accordance with the 1998 Persigo Agreement.

Senior Planner Scott Peterson presented the item.

Annexation discussion included staff's election to connect the annexation via the 24 ¼ Road

right-of-way since both directions are equidistant and it has more improvements than H Road, other area developments zoned R-4, that Grand Valley Irrigation Company would provide feedback when development begins, explanation of the CP vision of “urbanized for future” and projected density/growth designations, State Statute annexation criteria, statutory presumption of urbanization if contiguity is established, City annexations since 2001, how the Persigo Agreement effects annexations, the 1/6 perimeter criteria and how and by whom it is measured/substantiated.

Zoning discussion included how to balance the CP sustainable growth patterns in regard to disproportionate increases in cost of services and the Village Center focus to provide services, the Persigo Agreement, Transportation Capacity Payments incentives for in-fill areas, the Zoning Code transition buffering for different land use types, R-8 and R-4 developments to the west of the area and how this is not a tentacle annexation since it falls within the Persigo 201 boundary.

Attorney Rich Livingston represented the applicant who has followed all requirements and codes for this request since the inclusion of this area into the Persigo 201 Boundary. The applicant proposed to change the requested zoning from R-4 to R-2, reducing the density from 65 to 30 homes.

The public hearing opened at 7:08 p.m.

The following spoke against the item: Tom Harding, Bob Fuoco, Matt Rossman, Jane White, Steve Carter, Dave Zollner, Summre Steury, Paula Degroat, Edward Maurin and Linde Marshall. Diane Gallegos and Steve Hillard spoke against this item on behalf of the following individuals that elected not to provide individual comments: Nancy Miller, Daniel Johnson, Mark Vejraska, Sara Vejraska, Connie Fudge, Cathy Ball, Nancy Petty, Knute Knudson, Sandi Knudson, Anna Maria Fuoco, Carol Costopoulos, Marcus Costopoulos, Al Laase, M.J. Colvin, Kevin Davis, Brian Haut, Chance Walz, Kyle Prestangen, Brad Kiser, Zachery Putnam, Dan Duffy, Marina Young, Bruce Young, Alan Glover, Kathy Glover, Celia Eklund, Larry Eklund, Brian Sorenson, Sandra Holloway, R.J. Wilcox, S. Wilcox, Ronald Gray, Lauriel Heil, Mary Coombs, Katherine Swelstad, Mark Madsen, Patricia Beaudoin, Roger Beaudoin, Michael Johnson, Bruce Bolton, Burke Hill, Rev. Glenn Greuling, Karen Madsen, Sam Steury, Brian Witwer, Fran Sloadman, Dan Komlo, Cynthia Komlo and Missy Smith.

The public hearing closed at 8:11 p.m.

Council discussion included the Persigo Agreement’s presumption in favor of annexations and City/County road improvement responsibilities, City annexation costs, the letter submitted by the County Attorney acknowledging the City is in compliance regarding this item, purpose of

the Three Mile Plan and how it works with the Persigo Agreement (neither of which have changed for 10 and 20 years respectively), statutory requirements for the CP process, zoning criteria and eligibility requirements, current area road conditions and time line of the "D" grade and new school construction.

Councilmember Wortmann moved to adopt Resolution No. 52-19, a resolution accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, making certain findings, and determining that property known as the Maverick Estates Annexation, located at 2428 H Road, is eligible for annexation and Ordinance No. 4852, an ordinance annexing territory to the City of Grand Junction, Colorado, Maverick Estates Annexation approximately 19.608-acres, located at 2428 H Road, on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried with Councilmembers McDaniel, Pe'a and Council President Taggart voting NO.

Councilmember Wortmann moved to adopt Ordinance No. 4853, an ordinance zoning the Maverick Estates Annexation to R-2 (Residential - 2 du/ac), located at 2428 H Road, on final passage and ordered final publication in pamphlet form. Councilmember Stout seconded the motion. Motion failed with Councilmembers Andrews, McDaniel, Norris, Pe'a and Council President Taggart voting NO.

Councilmember Andrews moved to adopt Ordinance No. 4853, an ordinance zoning the Maverick Estates Annexation to R-1 (Residential - 1 du/ac), located at 2428 H Road, on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

Council took a break at 8:36 p.m.

The meeting resumed at 8:50 p.m.

A Resolution Accepting the Petition for Annexation of 1.336 Acres of Lands and Ordinances Annexing and Zoning the Townhomes at River Park Annexation to R-8 (Residential - 8 du/ac), Located at 3178 D Road

The applicant, Gato Development, LLC, requested annexation and zoning for two parcels of land containing 1.139 acres located at 3178 D Road. The proposed annexation includes 0.197 acres of the Roberts Road Right-of-Way for a total annexation area of 1.336-acres. The site is currently vacant. The owner is requesting annexation for future residential townhome development of the property, currently under city review, which constitutes "annexable development" and as such is required to annex in accordance with the Persigo Agreement.

The applicant requested an R-8 (Residential - 8 du/ac) zone district. The Comprehensive Plan Future Land Use Map designates this property as Residential Medium (4-8 du/ac) and this request conforms to this land use designation.

Principle Planner David Thornton presented the item and entered the staff report into the record.

The public hearing opened at 8:57 p.m.

There were no public comments.

The public hearing closed at 8:58 p.m.

Councilmember Wortmann moved to adopt Resolution No. 53-19, a resolution accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, making certain findings, and determining that property known as the Townhomes at River Park Annexation, located at 3178 D Road, is eligible for annexation, Ordinance No. 4866, an ordinance annexing territory to the City of Grand Junction, Colorado, Townhomes at River Park Annexation, approximately 1.336-acres, located at 3178 D Road, on final passage and ordered final publication in pamphlet form and Ordinance No. 4867, an ordinance zoning the Townhomes at River Park Annexation to R-8 (Residential - 8 du/ac), located at 3178 D Road on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion passed by unanimous roll call vote.

A Resolution Accepting the Petition for Annexation of 16.00 Acres of Lands and Ordinances Annexing and Zoning the Two Ponies Annexation to C-1 (Light Commercial) and R-8 (Residential - 8 du/ac). Located at 3095 D ½ Road

The applicants, Steven W. and Susan L. Miller, requested to annex and zone land located at 3095 D ½ Road. The proposed annexation is 16 acres and includes a portion of the 31 Road and D ½ Road rights-of-way and the site currently has a single family house and several outbuildings. The owner is requesting annexation for a simple subdivision and future commercial and residential development of the property, which constitutes "annexable development" and as such is required to annex in accordance with the Persigo Agreement.

The applicants requested C-1 (Light Commercial) for three acres of the site at the corner of D ½ Road and 31 Road and R-8 (Residential - 8 du/ac) for the remaining acreage.

Principle Planner David Thornton presented this item and entered the staff report into the record.

Lisa Cox of Vortex Engineering represented the applicant and requested her presentation be entered into the record.

The public hearing opened at 9:08 p.m.

There were no public comments.

The public hearing closed at 9:08 p.m.

Discussion included concerns for public safety created by “spotty” development, how annexation outcomes may differ based on public input rather than set criteria.

Councilmember Stout moved to adopt Resolution No. 54-19, a resolution accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, making certain findings, and determining that property known as the Two Ponies Annexation, located at 3095 D ½ Road, is eligible for annexation, Ordinance No. 4868, an ordinance annexing territory to the City of Grand Junction, Colorado, Two Ponies Annexation approximately 16.00 acres, located at 3095 D ½ Road, on final passage and ordered final publication in pamphlet form and Ordinance No. 4869, an ordinance zoning the Two Ponies Annexation to C-1 (Light Commercial) and R-8 (Residential - 8 du/ac), located at 3095 D ½ Road on final passage and ordered final publication in pamphlet form. Councilmember Wortmann seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance for Supplemental Appropriation for the Acquisition of Real Property

This request is to appropriate funds and authorize spending for the acquisition of real property at 1441 Winters Avenue from Winters Ave, LLC for a purchase price of \$1,800,000. The funds are available in the General Fund Reserve Balance and authorized to be used for this purpose as described in the General Fund Minimum Reserve Policy adopted by City Council.

Finance Director Jodi Romero presented this item.

Discussion included that this purchase would create a greater value for the future sale and economic development of City property in this area, that no earnest money would be lost if this item is not approved and other City projects in need of funds.

The public hearing opened at 9:13 p.m.

There were no public comments.

The public hearing closed at 9:14 p.m.

Councilmember Wortmann moved to adopt Ordinance No. 4870, an ordinance making Supplemental Appropriations to the 2019 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2019 and ending December 31, 2019. Councilmember Stout seconded the motion. Motion carried with Councilmembers Andrews, Norris and Pe'a voting NO.

A Resolution Setting a Title and Submitting to the Electorate on November 5, 2019 a Measure Concerning the Issuance of Bonds to Finance Transportation Improvements and to Retain and Spend Revenues as Defined by Article X, Section 20 of the Colorado Constitution for Payment of Transportation Debt and Providing Other Details Relating Thereto

The purpose of this item is to place a question on the November ballot concerning the issuance of bonds for transportation improvements.

City Attorney John Shaver presented this item. City Manager Greg Caton explained how some of the resolution ballot language changed since originally presented to Council at the August 5th Workshop and then described how these projects are proposed to be funded.

Councilmember Andrews moved to adopt Resolution No. 55-19, a resolution setting a title and submitting to the electorate on November 5, 2019 a measure concerning the issuance of bonds to finance transportation improvements and to collect, retain and spend revenues as defined by Article X, Section 20 of the Colorado Constitution for payment of transportation debt and maintenance of transportation infrastructure and providing other details relating thereto. Councilmember Wortmann seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Placing a Charter Amendment Concerning the Authorized Length of Leases on the Election Ballot for the Regular Municipal Election and Setting a Public Hearing for September 4, 2019

The purpose of this item is to place a Charter amendment on the November ballot concerning the leasing of property in and near Las Colonias.

City Attorney John Shaver presented this item.

Councilmember Stout moved to introduce an ordinance placing a Charter Amendment to change the authorized length of leases of certain public property from twenty-five up to ninety-nine years on the election ballot for the Special Municipal Election to be held the 5th day of November, 2019, set a public hearing for September 4, 2019 and ordered publication in

pamphlet form. Councilmember Andrews seconded the motion. Motion carried by unanimous roll call vote.

A Resolution Calling a Special Election for November 5, 2019

The purpose of this item is to call a Special Municipal Election to be held in conjunction with the November 5, 2019 Mesa County Coordinated Election.

City Clerk Wanda Winkelmann presented this item.

Councilmember Andrews moved to adopt Resolution No. 56-19, a resolution calling a Special Election in the City of Grand Junction, Colorado concerning the issuance of bonds to finance transportation improvements and a Charter amendment to increase lease terms and providing other details relating thereto. Councilmember Stout seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

Reverend Glenn Greuling asked for Council's opinion on cannabis.

Connie Fudge stated she attended tonight's meeting for the Maverick Estate hearing and appreciated City Council listening to the neighborhood's concerns.

Other Business

There was none.

Adjournment

The meeting adjourned at 9:40 p.m.

Wanda Winkelmann, MMC
City Clerk

GRAND JUNCTION CITY COUNCIL - DOWNTOWN DEVELOPMENT AUTHORITY

WORKSHOP SUMMARY

August 22, 2019

Meeting Convened: 7:32 a.m. in the City Hall Auditorium

Meeting Adjourned: 8:52 a.m.

City Councilmembers present: Councilmembers Chuck McDaniel, Phyllis Norris, Anna Stout, Duke Wortmann, and Mayor Rick Taggart.

DDA Board members present: Josh Niernberg, Libby Olson, Dan Meyer Maria Rainsdon, Duncan Rowley, Anna Stout, and Doug Simons Jr.

City Staff present: City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Romero, General Services Director Jay Valentine, Public Works Director Trent Prall, Director of Community Development Tamra Allen, Fire Chief Ken Watkins, Police Chief Doug Shoemaker, Parks and Recreation Director Ken Sherbenou, Forestry/Horticulture Supervisor Randy Coleman, Sr. Assistant to the City Manager Gregory LeBlanc, and City Clerk Wanda Winkelmann.

Downtown Development Authority (DDA) Staff present: DDA Executive Director Brandon Stam, Administrative Specialist Vonda Bauer, Marketing & Communication Specialist Caitlyn Love.

Agenda Topic 1. Discussion Topics

a. Downtown Plan – DDA Board Priorities

Mayor Taggart welcomed everyone to this morning's workshop.

A recent *Downtown Plan of Development* was created to support the DDA's primary responsibility of economic development in the downtown through capital investment and construction. Through various mechanisms (meetings, surveys, and workshops) community feedback was obtained to assist in the development the Plan. The major elements of the plan include community engagement, opportunities, connectivity, placemaking, and development.

Discussion ensued about DDA Board Priorities, with a main priority to be to activate the plaza area downtown (on Colorado between 4th and 5th) to have it available for events. For example, it could be a great area for food trucks or a weekend farmers market. The resources needed for this effort, such as traffic control, engineering, infrastructure needs, alleyways, and lighting were reviewed.

Other priorities discussed include:

- The importance of wayfinding.
- The possibility of matching grants to make store fronts look nicer. Some stores are sharing a single entrance to maximum the use of the space available.
- Connectivity from 2nd Street to the depot. It was noted that there is a tremendous opportunity with new conference center and hotel with a connected plaza and further down to the river.
- Multiple pathways to/from the river and to/from downtown.
- Infill development in downtown.

Conversation about infill projects followed. What types of incentives should be considered to invest in infill projects? It is important that parking and zoning requirements remain flexible to allow for creative projects.

b. **City of Grand Junction – DDA Partnerships**

The funding relationship between the City and DDA was discussed, particularly the Tax Increment Financing (TIF) (sales tax TIF and property tax TIF). It was noted that the Memorandum of Understanding (MOU) outlines this relationship and it was recommended that a quarterly financial report from the treasurer would be helpful.

Conversation was held about the resources dedicated to the downtown, such as Police and Parks personnel.

Mr. Stam noted that the timeline to adopt the Plan by the DDA board is in September. The DDA will discuss their budget with City Council in October.

Mr. Caton stated it is helpful to have a conversation about the budget and the financing of projects.

Agenda Topic 2. Next Workshop Topics

Support was expressed for the City Council and the DDA board to meet every six months to receive updates and discuss future efforts.

3. Other Business

There was none.

Adjournment

The workshop adjourned at 8:52 a.m.



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: September 4, 2019
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

An Ordinance Amending Ordinance No. 4861 to Change the Name of the Grand Junction Dos Rios General Improvement District to the City of Grand Junction Dos Rios General Improvement District and Set a Public Hearing for September 18, 2019

RECOMMENDATION:

Staff recommends adoption of the ordinance.

EXECUTIVE SUMMARY:

The purpose of this item is to amend Ordinance 4861 regarding the name of the Dos Rios General Improvement District (GID).

BACKGROUND OR DETAILED INFORMATION:

By way of Ordinance No. 4861, the Grand Junction Dos Rios General Improvement District was formed. While the District was approved as "Grand Junction" this ordinance amends the name to include the words "City of" Grand Junction Dos Rios General Improvement District. Section 31-25-604(2)(a), C.R.S., provides that the name of a general improvement district shall include the name of the municipality creating the district; the City is by Charter known and referred to as "the City of Grand Junction" and to preclude any challenge staff recommends the amendment.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to introduce an ordinance of the City of Grand Junction, Colorado, amending a portion of Ordinance No. 4861 to change the name of the Grand Junction Dos Rios General Improvement District to the City of Grand Junction Dos Rios General Improvement District and set a public hearing for September 18, 2019.

Attachments

1. Ordinance Correcting Name of GID

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GRAND JUNCTION, COLORADO, AMENDING A PORTION OF ORDINANCE NO. 4861 TO CHANGE THE NAME OF THE GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT TO THE CITY OF GRAND JUNCTION DOS RIOS GENERAL IMPROVEMENT DISTRICT

WHEREAS, the City of Grand Junction (the "City") is a home-rule municipal corporation duly organized and existing under the laws of the State of Colorado and the City's Home Rule Charter; and

WHEREAS, on July 17, 2019, the City Council adopted Ordinance No. 4861 Establishing the Grand Junction Dos Rios General Improvement District and Other Details Relating Thereto; and

WHEREAS, pursuant to Section 31-25-604(2)(a), C.R.S., the name of a general improvement district shall include the name of the municipality creating the district; and

WHEREAS, pursuant to Section 1 of Article I of the Charter of the City of Grand Junction, the municipality is known as the "City of Grand Junction"; and

WHEREAS, in designating the name of the general improvement district established by Ordinance No. 4861 as "Grand Junction Dos Rios General Improvement District", the words "City of" were inadvertently omitted, and the City Council desires to amend Ordinance No. 4861 to correct the name.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, AS FOLLOWS:

1. **Amendment of Ordinance No. 4861**. The caption and Section 3 of Ordinance No. 4861 are hereby amended by adding the capitalized and double-underlined text as follows:

AN ORDINANCE OF THE CITY OF GRAND JUNCTION, COLORADO
ESTABLISHING THE CITY OF GRAND JUNCTION DOS RIOS GENERAL
IMPROVEMENT DISTRICT AND OTHER DETAILS RELATING THERETO

* * *

3. **Establishment of District**. In accordance with the provisions of Section 31-25-607(4)(c), C.R.S., the Council, having jurisdiction, power and authority under the law to adopt this Ordinance, hereby declares the GID organized and that it shall be known as the CITY OF Grand Junction Dos Rios General Improvement District, by which, in all proceedings, it shall be known. The GID shall be a public or quasi-municipal subdivision of the State of Colorado and a body corporate with the powers set forth in Part 6, Article 25, Title 31, C.R.S. The ex officio Board of Directors of the GID shall be the Council. The GID may

not, until authorized by the eligible voters thereof, incur any indebtedness or other financial obligations or liabilities.

2. **Recording**. Within thirty (30) days after the adoption of this Ordinance, the City Clerk shall transmit for recording to the County Clerk and Recorder in Mesa County, Colorado, a copy of this Ordinance, including but not limited to, recording a certified copy of the Ordinance upon the public records of Mesa County, Colorado in accordance with the provisions of Section 31-25-608, C.R.S.

3. **Authorized Actions**. The City Manager, City Clerk, and City Attorney are authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance.

4. **Repealer Clause**. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

5. **Severability**. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no manner affect any remaining provision of this Ordinance.

INTRODUCED ON FIRST READING AND ORDERED PUBLISHED this 4th day of September, 2019.

ADOPTED ON SECOND READING AND ORDERED PUBLISHED this ____ day of _____, 2019.

President of City Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: September 4, 2019
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance to Rezone the Community Pod 5 from Mixed Use (MU) to Planned Development (PD) and Approve an Outline Development Plan (ODP) for Approximately 39.25 Acres at 2372 G Road and Set a Public Hearing for September 18, 2019

RECOMMENDATION:

Planning Commission recommended approval of this request 7 - 0 at their hearing on August 27, 2019.

EXECUTIVE SUMMARY:

The Applicant, Club Deal 127 Merk Grand Junction LP is requesting approval of a Rezone of 39.25 acres located at 2372 G Road to Planned Development (PD) and approval of an Outline Development Plan (ODP) to be known as The Community Pod 5. The property is currently zoned Mixed Use (MU), and this request is to change it to a Planned Development (PD) zone with a default zone of Business Park (BP).

This rezone request to PD is complementary to the "The Community" a mixed use Planned Development that received approval by the City for four development pods on May 15, 2019. Pod 5 is proposed to allow single-family, multi-family, business, and commercial land uses in a mixed use development.

BACKGROUND OR DETAILED INFORMATION:

The Applicant, Club Deal 127 Merk Grand Junction LP is requesting a Rezone to Planned Development (PD) for The Community Pod 5 and approval of an Outline

Development Plan (ODP) consisting of 39.25 acres located at 2372 G Road. The property is currently zoned Mixed Use (MU), and this request is to change it to a Planned Development (PD) zone with a default zone of Business Park (BP). The intent is to create a PD zone with compatible uses as those found in the recently adopted Ordinance No. 4855 approved by City Council on May 15, 2019 for "The Community", a 4-Pod, 177-acre tract located to the south of this proposed rezone.

Like three of the four Pods in "The Community" Planned Development ODP to the south, Pod 5 is proposed to be a PD Zone with an underlying default zone of Business Park Mixed Use (BP). Specifically, it will be similar to Pod 1 characteristics of "The Community" ODP.

Proposed Rezone/ODP and Phasing Schedule

The Applicant is proposing to zone the property from Mixed Use (MU) to Planned Development (PD) with modifications to allowed uses and bulk standards found in the proposed default zone district of Business Park Mixed Use (BP) and proposes performance standards and a phasing schedule.

The Applicant is requesting zoning changes that are not allowed under the default zone of BP. These changes include adding other housing types, in addition to the multifamily already allowed in BP, including Single Family Detached, Single Family Attached (Townhomes) and Duplexes, reducing the minimum density from 8 to 5.5 du/ac, and to limit the amount of that type of housing in development of Pod 5 to no more than 70% of the land area or 29.4 acres. Further, several additional non-residential land uses are proposed to provide for a greater range of options for the future development of this property. Under the PD zoning the list of authorized uses will be allowed without the need for approval of a conditional use permit for any of the allowed uses.

Specific proposed changes to the default zone of BP for Pod 5 are as follows:

Pod 5:

1. Add Single Family Detached, Single Family Attached (Townhomes) and Duplex Residential as allowed uses at a minimum density of 5.5 units per acre on no more than 70% of the acreage of Pod 1.

2. Add additional land uses as follows:

- a. Accessory Dwelling Units,
- b. Business Residence,
- c. Museums, Art Galleries, Opera Houses, Libraries
- d. Public Safety and Emergency Response Services
- e. Fuel Sales, Automotive/Appliance
- f. General Retail Sales, outdoor Operations, Display or Storage

- g. Government and Public Purpose Facilities,
- h. Parks and Open Space, and
- i. Agricultural uses.

3. Reduce the street setback for principal structures from 15 feet to 10 feet (except no change to 30 feet setback for non-residential buildings along Arterial roadways).

4. Reduce minimum lot width from 100 feet to 20 feet.

5. Reduce the minimum lot area from 1 acre to 1,800 square feet.

6. Establish a multi-family density of 12 to 24 du/ac.

Other regulations and performance standards also approved with the "The Community" Planned Development will apply to this PD zone as follows.

1. Title 25, 24 Road Corridor Standards in the current Zoning and Development Code (Code) shall apply, unless otherwise amended by the City.

2. Unless otherwise included in this PD Ordinance, the development regulations, standards and administration contained within Section 21.06 of the Code, as may be amended including any applicable overlay zones apply to this PD and ODP, except the following:

3. There are no hours of operations limitations for uses in Pod 5

4. Loading docks and trash areas or other service areas shall be located only in the side or rear yards and must be screened from adjacent right-of-ways with either a wall, fence or landscaping.

5. Vibration, Smoke, Odor Noise, Glare, Wastes, Fire Hazards and Hazardous Materials. No person shall occupy, maintain or allow any use without continuously meeting the following minimum standards regarding vibration, smoke, odor, noise, glare, wastes, fire hazards and hazardous materials.

a. Vibration: Except during construction or as authorized by the City, an activity or operation which causes any perceptible vibration of the earth to an ordinary person on any other lot or parcel shall not be permitted.

b. Noise: The owner and occupant shall regulate uses and activities on the property so that sound never exceeds sixty-five decibels (65 dB) at any point along the property line.

c. Glare: Lights, spotlights, high temperatures processes or otherwise, whether direct or reflected, shall not be visible from any lot, parcel or right-of-way.

d. Solid and Liquid Waste: All solid waste, debris and garbage shall be contained within a closed and screened dumpster, refuse bin and/or trash compactor. Incineration of trash or garbage is prohibited. No sewage or liquid wastes shall be discharged or spilled on the property.

e. Hazardous Materials: Information and materials to be used or located on the site, whether on a full-time or part-time basis, that are required by the SARA Title III Community Right to Know shall be provided at the time of any City review, including the site plan. Information regarding the activity or at the time of any change of use or expansion, even for existing uses, shall be provided to the Director

f. Outdoor Storage and Display: Outdoor storage shall only be located in the rear half of the lot. Permanent display areas may be located beside or behind the principal structure. For lots with double or triple frontage the side and rear yards that are to be used for permanent display areas shall be established with site plan approval. Portable display of retail merchandise may be permitted as provided in GJMC 21.04.040(h).

Proposed Outline Development Plan Map:

The Community Pod 5 has been identified on the ODP as the fifth pod of "The Community". The proposed number and general location of access points are shown for Pod 5 with two future access points to G Road, one future access point to 23 ½ Road and a future access point to the future 23 ¾ Road adjacent to the east.

The Community Pod 5 ODP proposes a landscaped linear park and trail for pedestrian and non-motorized use that runs east to west on the north side of G Road, in the southern portion of the subject property. This trail network will eventually connect to the east to Canyon View Park and the 24 Road corridor around G Road. The landscaped linear park and trail corridor is much greater in size and scope than what G Road would be constructed as a minor arterial street section, thereby providing a community benefit that satisfies the community benefit requirement of the PD rezone and deviations being requested for the proposed Pod 5. G Road constructed as a minor arterial would typically have either an attached sidewalk or possibly a detached sidewalk with a narrow park strip for street trees within its 80 feet of right-of-way. Please see the attached illustrative graphics of the linear park and trail section.

Proposed Development Phasing Schedule:

The proposed development schedule for The Community Pod 5 states a Preliminary Development Plan for Pod 5 must be approved within six (6) years of the PD

Ordinance. A Final Development Plan and plat shall be approved within eight (8) years for Pod 5, or the ODP will expire and the zoning will revert to the original MU. A regulation of the Zoning and Development Code, a maximum 10 years can be approved for a development schedule.

Default Zones and Deviations:

The Applicant is proposing to utilize the dimensional standards, including maximum nonresidential floor area of the Business Park (BP) zone districts. Under Section 21.05.040 (a) Generally, “Planned Development shall comply with the development standards of the default zone and all other applicable code provisions, except when the City Council specifically finds that a standard or standards shall not be applied.” The applicant is requesting a reduction in minimum density from the default zone of BP of 8 du/ac and reducing that minimum to 5.5 du/ac. Under paragraph (b) of that same section it states under Residential Density, “Dwelling unit densities in planned development shall comply with the maximum and minimum densities of the Comprehensive Plan or default zone”, which is 8 du/ac. Staff recommends to Planning Commission and City Council that the minimum density of 8 du/ac should not be applied, but reduced to 5.5 du/ac for reasons discussed in this staff report and more specifically the ability of this development to provide for greater housing choice, a Guiding Principle of the Comprehensive Plan. A reduction in the density will provide for housing that includes single family attached, detached and duplexes. The nonresidential intensity as discussed in 21.05.040(c) will default to the BP zone district. Single Family Attached, Single Family Detached, Townhomes, and Duplexes are not allowed in the BP zone. Proposed deviations are shown in the following table:

Dimensional Standards	Default BP	Proposed PD
Minimum Lot Area	1 acre	1,800 s.f.
Minimum Lot Width	100 ft.	20 ft.
Minimum Street Frontage	No Minimum	No change
Minimum Setbacks		
Front-Street (see footnote1)	15	10
Accessory (F/S/R)	25/5/10	No change
Side/Rear	10 / 10	0
Minimum and Maximum Density		
S.F/attached/detached/duplex	8 du/ac	5.5 du/ac
Multi-family	8-24 du/ac	12/du/ac
Maximum Height	65 Ft.	No change

Footnotes: 1. Non-Residential buildings shall be setback a minimum of 30 feet from “Arterial” designated right-of-ways.

For maximum flexibility in the design of this site and to allow for single family detached and single family attached dwelling units, the Applicant is requesting the following deviations:

1. Reduction in minimum lot size from 1 acre to 1,800 square feet.
2. Reduction of the Minimum Lot width from 100 feet to 20 feet.
3. Reduction of the front (street) yard setback for principal structure from 15 feet to 10 feet.
4. Reduction of the side and rear yard setbacks for a principal structure from 10 feet to 0 feet and for an accessory structure no change.
5. Reduction of the minimum density from 8 dwelling units per acre to 5.5 dwelling units per acre to accommodate the one, two dwelling and townhome housing type.

The requested minimum setback standards will be conditioned to meeting Section 21.05.040(f)(1) of the Zoning Code in that final building plans will demonstrate each building can be safely designed and that the design is compatible with lesser setbacks, to be evaluated under the International Fire Code and any other applicable life, health or safety codes. Also the reduction of setbacks from the PB default zone will be offset by increased screening of residential uses from nonresidential uses through separation and/or building orientation, or primary recreation facilities in private or common open space.

Deviations:

Section 21.05.040 (g) of the Zoning and Development Code allows for the Planning Commission to recommend the City Council deviate from the default district standards subject to the provision of any of the community amenities as identified below. In order for the Planning Commission to recommend and the City Council to approve the deviation, the listed amenities to be provided shall be in excess of what would otherwise be required by the code. These amenities include:

1. Transportation amenities including, but not limited to, trails other than required by multimodal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelter;
2. Open space, agricultural land reservation or land dedication of 20% or greater;
3. Community facilities for provision of public services beyond those required for development within the PD;

4. The provision of affordable housing for moderate, low and very low income household pursuant to HUD definitions for no less than 20 years; and
5. Other amenities, in excess of minimum standards required by this Code, that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.

The Applicant is seeking approval of deviations to the default zone district for Pod 5. The proposal is to provide transportation amenities satisfying criterion 1 under Section 21.05.040(g) of the code. Staff finds that this proposal to provide a 25 ft. wide linear park with an 8 to 10 ft. wide concrete path non-motorized transportation trail within “The Community” Pod 5 meets criterion 1 above. Additional discussion of this amenity is found below in the analysis section of the staff report.

NOTIFICATION REQUIREMENTS

As required by § 21.02.080 (e) of the Zoning and Development Code, a Neighborhood Meeting was held on March 7, 2019. Nine (9) people attended the meeting along with City Staff. Generally, those in attendance were supportive of the proposal.

Notice was provided in accordance with §21.02.080 (g) of the Zoning and Development Code. On July 12, 2019 notice of the application was mailed to property owners within 500 feet of the subject property. An application sign was posted on the property on or before July 12, 2019 and notice of the public hearing was published August 20, 2019 in the Daily Sentinel.

ANALYSIS

The Grand Junction Comprehensive Plan does not have a future land use designation that matches well with what The Community Pod 5 Planned Development proposes. There is no individual land use designation that allows the range of land use intensity and density that the proposed 39.25-acre Pod 5 is requesting. Yet everything that is included within the proposed PD zoning embodies the underlying guiding principles, goals and policies of the Comprehensive Plan. It is through compliance and support of the Guiding Principles that Pod 5 is in conformance with the Comprehensive Plan.

The four Guiding Principles from the Comprehensive Plan that support “The Community” include:

- Guiding Principal 2. Sustainable Growth Patterns – Fiscal sustainability where we grow efficiently and cost-effectively. Encourage infill and redevelopment and discourage growth patterns that cause disproportionate increases in cost of services.

Pod 5 with the range of residential density and range of nonresidential development proposed under the PD zoning will allow for a development mixed with residential of a wide variety of housing choice from single family to multifamily, allowing residents to age in place with medical services within walking distance and live where jobs, neighborhood goods and services are also within walking distance. Pod 5 is 39-acres located in an infill area of Grand Junction adjacent to the 24 Road/Mesa Mall Village Center with a regional mall and shopping including a full service grocery store. Development of Pod 5 along with other four pods located within “The Community” approved to the south of Pod 5, will help lessen pressure of Grand Junction to grow outward as it helps development to infill within the Northwest Grand Junction planning area.

- Guiding Principle 3. Housing Variety—allow/encourage more variety in housing types (besides just large lot single family homes) that will better meet the needs of our diverse population—singles, couples, families, those just starting out, children who have left home, retirees, etc.

Pod 5 is proposing single family detached to apartment living opportunities for residents. Providing a mix of housing types promotes housing choice for each homeowner’s individual needs whether that need is for a small single family detached home, apartment living, a townhome or living in a larger home for families. It gives residents options to age in place where medical facilities are existing and located next door.

- Guiding Principle 4. A Grand Green System of Connected Recreational Opportunities - Take advantage of, and tie together the exceptional open space assets of Grand Junction, including the Colorado River, our excellent park system, trails and our surrounding open spaces.

The Community Pod 5 proposes to construct a non-motorized linear park trail system providing pedestrians and bicycle access along and through the development adjacent to G Road. This park trail corridor will stub to the east with the ability for the property to the east to continue it east to the City’s Canyon View Park area and regional shopping in the 24 Road area. In the future this trail connection will also eventually link with the Leach Creek Active Transportation corridor running north and south along the east side of 24 Road. The Leach Creek Active Transportation corridor links Paradise Hills neighborhood to the north and the Redlands area to the south when the entire corridor is constructed.

- Guiding Principle 5. Balanced Transportation - Accommodate all modes of transportation including: air, transit, freight, auto, bike and pedestrian.

In addition to providing for the required street network established by the Grand Junction Circulation Plan, Pod 5 will provide a safe non-motorized corridor with its linear park trail system providing access to both east and west of the property.

In addition, there are two goals of the Comprehensive Plan that support “The Community. Each has policy(ies) that further support this proposal. These are included within the analysis under section 21.02.150(b)(2) below.

With the approval of the rezone and ODP for The Community Pod 5, the 39 acres of mixed used use will combine will the 177 acres of Pods 1-4 of “The Community” located to the south. Together this creates a large 216 acres of infill development in an area of town between existing commercial and industrial uses on the west and the growing 24 Road corridor/Mesa Mall Village Center area to the east. At 216 acres, it makes it possible to blend land uses and create compatibility between them. For Pod 5, this can be accomplished through a preliminary and final plan that will be required following ODP approval and within the Planned Development zoning.

Proposed Zoning to PD for 39.25 acres

The Zoning and Development Code states the purpose of PD zoning under section 21.05.010, and establishes the need to provide long-term community benefits when used for zoning a proposed development.

21.05.010 Purpose.

The planned development (PD) zone applies to mixed use or unique single-use projects where design flexibility is desired and is not available through application of the standards established in Chapter 21.03 GJMC. Planned development zoning should be used when long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan can be achieved. The Director shall determine whether substantial community benefits will be derived. Specific benefits that the Director may find that would support a PD zoning include, but are not limited to:

(a) More effective infrastructure;

The Applicant has stated that the use of geothermal (if local builders accept it) is a much more efficient and environmentally sustainable way to deliver the natural heat of the earth into the homes. Their plans are to use a unique geogrid system and ground source heat pumps inside the homes to heat and cool the homes. Staff finds that creating a true mix of land use where housing , services and jobs are found in a walkable environment also utilizes the infrastructure in a optimal way.

(b) Reduced traffic demands;

This is also true with reducing traffic demands. Allowing people to live close to where they live and obtain their services reduces traffic.

(c) A greater quality and quantity of public and/or private open space;

The pedestrian park system as proposed in the linear park/trail system as shown on the proposed ODP will ultimately tie the G Road corridor to Canyon View Park and will increase public open space by approximately 0.7 acres, in addition to beautifying the G Road corridor.

(d) Other recreational amenities;

Biking and walking is an important activity in the region and will benefit from the landscaped park/trail system as proposed and the pedestrian amenities such as benches provided for gathering and socializing that are proposed. This will be an important segment in the trail corridor in creating connectivity of the trail system as the larger neighborhood develops..

(e) Needed housing types and/or mix;

The applicant has stated that "clustered residential density that will be accomplished with this PD is badly needed by the city. This project will create more affordable and diversified housing. Because of the proximity to Community Hospital, the PD will allow such needed housing mixes as assisted care and memory care housing as well as age in place homes and extended care facilities. The PD will also allow hotels, apartments and low maintenance townhomes. This variety of housing types will significantly address the needs of the community in this part of the city." Staff concurs that a mix of housing types in one area is a benefit to the city.

(f) Innovative designs;

The proposed formal linear park/trail system is innovative and not seen elsewhere in Grand Junction along minor arterial roadways such as G Road. The propose use of geothermal energy for housing and nonresidential construction is innovative as well.

(g) Protection and/or preservation of natural resources, habitat areas and natural features; and/or.

The applicant states they are working with local builders to introduce more energy efficient homes using geothermal heating and cooling, as well as energy producing solar voltaic on the homes. The result will be housing that is zero energy capable. This type of energy delivery is extremely friendly to the environment and also dramatically reduces outdoor sound pollution by eliminating noisy outdoor condensers. Staff concurs that these methods would greatly benefit the environment.

(h) Public art.

There is no specific public art proposed as a requirement of the ODP and rezone request, however with the development of the linear park/trail corridor future space would be available to introduce art into this development.

21.05.020 Default Standards.

The use, bulk, development, improvement and other standards for each planned

development shall be derived from the underlying zoning, as defined in Chapter 21.03 GJMC. In a planned development context, those standards shall be referred to as default standards or default zone.

The proposed default zone of BP (Business Park) will apply for all bulk standards except for those deviations being requested as discussed in this staff report. There is no straight zone district found in the zoning code that supports the entire range of land uses proposed with this rezone to PD. The BP zone best complies with the intensity of nonresidential land uses proposed and supports the multi-family densities down to 8 du/ac, however the PD zone request is for single family and duplex land uses down to a minimum density of 5.5 du ac, similar to what is allowed in R-8. The R-8 zone district is an allowed zone district for the Business Park Mixed Use Land Use designation, but not for the Commercial/Industrial land Use designation the property is currently designated and proposed to remain. The Business Park Mixed Use land use designation does not allow for C-2 and I-1 zoning, therefore maintaining Commercial/Industrial is the preferred Land use designation.

21.05.030 Establishment of uses.

The same issues and reasoning for default standard deviations applies also to established land uses in the PD; because the BP zone best complies with the intensity of nonresidential land uses proposed and supports the multi-family densities down to 8 du/ac. The Zoning Code states that “the type and density of allowed uses should generally be limited to uses allowed in the default zoning”, but does not prohibit allowing a larger range of land use intensity and density to be allowed within a PD zone district.

21.05.040 Development Standards and Community Benefit.

This section of the code discusses residential density, nonresidential intensity and set back standards. In regards to reducing the minimum density to 5.5 du/ac, clearly this request is unique due to there not being any straight zone that permits the range of density requests coupled with the range of intensity of nonresidential lands uses requested. Because of this wider range of density and intensity requested under one PD zone district, there will be a higher level of compatibility focus when preliminary and final design of Pod 5 is submitted following rezone and ODP approval. Building and fire codes will be followed to ensure safety, increased screening of residential uses from nonresidential uses will be addressed through separation and/or building orientation, etc. Reduced setbacks are needed to provide a single family detached and attached housing product, thereby creating more housing choice. For maximum floor area for nonresidential development, it will be restricted to the default zone of BP which has no maximum building size or lot coverage.

The Community benefit proposed to allow for the approval of the deviations requested as found under section 21.05.040(g) is “bike or pedestrian amenities” that will be

provided in the proposed linear park and trail corridor, thus meeting community amenity No. 1: Transportation amenities including, but not limited to, trails other than required by multi-modal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelter.

The applicant is proposing as part of the Outline Development Plan (ODP) for The Community Pod 5 to establish a linear park and non-motorized trail that will run east to west along the southern portion of the property. It will also provide trail linkage stubbing to the east that will provide a future trail connection to the Leach Creek Active Transportation Corridor (as identified on the Grand Junction Circulation Plan Map) and currently being established along the east side of the 24 Road corridor.

G Road as a minor arterial road is shown on the Active Transportation Map as an active Transportation corridor, but expected to be constructed as a complete street cross section, constructed entirely within right-of-way. Pod 5 is proposing to construct the non-motorized facility outside of the 80 feet of right-of-way and enclose it within a 25 feet wide linear park facility with landscaping and pedestrian amenities, such as benches, trash receptacles, etc.

Pursuant to **Section 21.02.150 (b) (2)** of the Grand Junction Zoning and Development Code, requests for an Outline Development Plan (ODP) shall demonstrate conformance with all of the following:

a) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies;

The request to approve The Community Pod 5 Outline Development Plan is consistent with the following Goals and Policies of the Comprehensive Plan. It is also in conformance with four of the six Guiding Principal of the Comprehensive Plan as discussed previously in this staff report.

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

Policy A. To create large and small “centers” throughout the community that provide services and commercial areas.

Policy B. Create opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

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

Policy B. Encourage mixed-use development and identification of locations for increased density.

Proposed Pod 5 is a mixed use development that provides a large range of land uses including housing, services, retail uses, commercial, and employment; thereby providing the opportunity to reduce trips and housing for a variety of life stages. In addition, this proposed PD will allow a mix of housing types that provides housing choice at the potential of a full range of housing, single family detached to apartments/condos. Therefore, staff finds this criterion has been met.

b) The rezoning criteria provided in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code.

(1) Subsequent events have invalidated the original premises and findings; and/or The original premises for the MU (Mixed Use) zone district was to provide for a transition from MU zoning found in the Village Center Future Land Use designation found along the 24 Road corridor and the Commercial/Industrial Future Land Use designation where this property resides and the Industrial Future Land Use designation to the west. Although this PD zone provides a transition between the Village Center zoning to the east and the industrial zoning to the west, the original premises is not invalidated. Therefore, Staff finds that this criterion has not been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or
“The Community” Planned Development received PD and ODP approval for mixed use in 2015 which was amended in 2019 to add additional housing types and densities, as well as modify the bulk standards, to allow for additional land uses and zoning deviations providing for a residential and commercial mixed use zoning. The PD zoning “The Community” received in 2019 is the same as proposed for the Pod 5 Rezone request to PD.

The condition of the Mesa Mall/24 Road area continues to change as new projects, such as Community Hospital, office, retail and lodging have come on-line. Housing demand community-wide has accelerated the past few years and is anticipated to be high in the 24 Road area in close proximity to the growing employment center and supportive services. Providing for a wide range of housing types, as proposed with Pod 5 development, allows for more flexibility in housing type that can meet the future demand in the 24 Road area and the Grand Junction community. Therefore, Staff finds that this criterion has been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

All major utilities are available to the property and are adequate to serve the proposed density and intensity of development as proposed. Staff finds that this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

There are limited vacant properties in the Grand Junction city limits that are at the size and scale of the Pod 5 property. This proposed PD development of 39.2 acres is being planned for and will be a compatible addition to the 177-acre "The Community" Planned Development was approved May 15, 2019 by City Council. In addition, this location west of 24 Road is appropriate to have a range of land uses as proposed and in line with the land uses approved for "The Community" to the south. It further provides for infill development within the City limits south of I-70 in an area that has remained largely undeveloped for decades as commercial/industrial development has been built to the west of 23 ½ Road and residential development has been built to the east of 24 Road. The proposed PD zone increases the options of mixed use and will enhance and provide benefit to a new growth area within the city. However, with the recent PD zoning for 177-acre "The Community" to say that there is an inadequate supply, Staff finds this criterion has not been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Pod 5 development provides a mixed use neighborhood that meets the intent of the Comprehensive Plan. The proposed zoning will allow for additional housing types than the underlying zone district of Business Park allows. The PD will provide for a range and choice of housing opportunity that will appeal to a larger segment of the population. This provides a public benefit by encouraging development in an infill area where there is growth opportunity and providing additional housing types for varying life stages, all in an area near medical facilities, shopping and employment. Therefore, Staff finds that this criterion has been met.

c) The planned development requirements of Section 21.05.040 (f) of the Zoning and Development Code;

(1) Setback Standards. Principal structure setbacks shall not be less than the minimum setbacks for the default zone.

Reductions to setbacks were also established and approved for the four pods in "The Community". These same reductions are being sought for The Community Pod 5 development. Reduced setbacks for principal structure providing flexibility for residential uses in construction and housing style are proposed. The Applicant is

proposing to reduce front yard setbacks from 15 feet to 10 feet for principal structures, except for nonresidential structures along arterial streets such as 23 ½ Road. Setbacks for accessory structures will not change and remain at 25 ft. Side and rear setbacks will remain at 0 ft.

(2) Open Space. All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone and required in the Zoning and Development Code.

No changes are proposed to open space requirements. Open Space requirements will be determined by the type of use proposed.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i).

No changes are proposed. Fencing and screening will be as per Code.

(4) Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

No changes are proposed. Landscaping will be as per Code.

(5) Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050.

No changes are proposed. Parking requirements will be as per Code.

(6) Street Development Standards. Streets, alleys and easements shall be designed and constructed in accordance with TEDS (GJMC Title 29) and applicable portions of GJMC 21.06.060.

All streets located in Pod 5 will be constructed in accordance with City standards.

d) The applicable corridor guidelines and other overlay districts.

The Pod 5 PD development is located with the 24 Road Corridor Zoning Overlay. Requirements of this Zoning Overlay will apply.

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

All major utilities are available to the property and are adequate to serve the density and intensity of development proposed. Staff finds that this criterion has been met.

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

Adequate circulation and access will be provided in accordance with the Grand Junction Circulation Plan and all applicable Codes, and as proposed with the ODP. Staff finds that this criterion has been met.

g) Appropriate screening and buffering of adjacent property and uses shall be provided;

Screening and buffering will be provided as per Code and as previously discussed in this staff report will be finalized with preliminary and final subdivision development. Staff finds that this criterion has been met.

h) An appropriate range of density for the entire property or for each development pod/area to be developed;

The proposed single family detached, single family attached (townhome), duplex development is proposed with a minimum density of 5.5 du/ac. This is an appropriate minimum density and is the same density found in the City's R-8 zone district. Multi-family uses will be required to have a minimum density of 12 du/ac with no change to the maximum density of 24 du/ac. Pod 5 will allow for the single family housing options, but will be further constrained with a maximum percentage 70% of the acreage can be developed with single family housing types. This provides assurance that the entire pod will not develop as single family housing, providing for a mixed use development to occur.

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

Following are the proposed changes to the dimensional standards proposed for Pod 5 of "The Community". Also included are minimum standards that are not changing from the BP default zone:

	Default BP	Proposed PD
Minimum Lot Area	1 acre	1,800 s.f.
Minimum Lot Width	100 ft.	20 ft.
Minimum Street Frontage	No Minimum	No change
Minimum Setbacks		
Front-Street (see footnote1)	15	10
Accessory (F/S/R)	25/5/10	No change
Side/Rear	10 / 10	0
Minimum and Maximum Density		
S.F/attached/detached/duplex	8 du/ac	5.5 du/ac

	Multi-family 8-24 du/ac	12/du/ac
Maximum Height	65 Ft.	No change

Footnotes:

1. Non-Residential buildings shall be setback a minimum of 30 feet from “Arterial” designated right-of-ways.

With these proposed amendments there continues to be appropriate “default” or minimum standards for Pod 5 in this PD zoned district.

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

As noted earlier in this staff report, the proposed development schedule for Pod 5 states a Preliminary Development Plan for Pod 5 must be approved within six (6) years of the PD Ordinance. A Final Development Plan and plat shall be approved within eight (8) years, or the ODP will expire and the zoning will revert to the original MU.

FINDING OF FACT

After reviewing the request for approval to rezone from Mixed Use (MU) to Planned Development (PD) and approve an Outline Development Plan for 39.2 acres, located at 2372 G Road for The Community Pod 5, File number (PLD-2019-328), to include the land uses and deviations to the default zone of BP as outlined in this staff report, the following findings of fact have been made:

1. The Outline Development Plan conforms with the requirements of Section 21.02.150 (b) (2) of the Grand Junction Zoning and Development Code, including meeting more than one of the rezoning criteria provided in Section 21.02.140.
2. The PD and Plan achieves long-term community benefits by providing needed housing types and mix and reducing traffic demands.
3. Pursuant to 21.05.040(g) Deviation from Development Default Standards, it has been found to provide amenities in excess in what would otherwise be required by the code.
4. The Planned Development is consistent with the vision, guiding principles, goals and policies of the Comprehensive Plan.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such

as future development and related construction may have direct fiscal impact depending upon type of use.

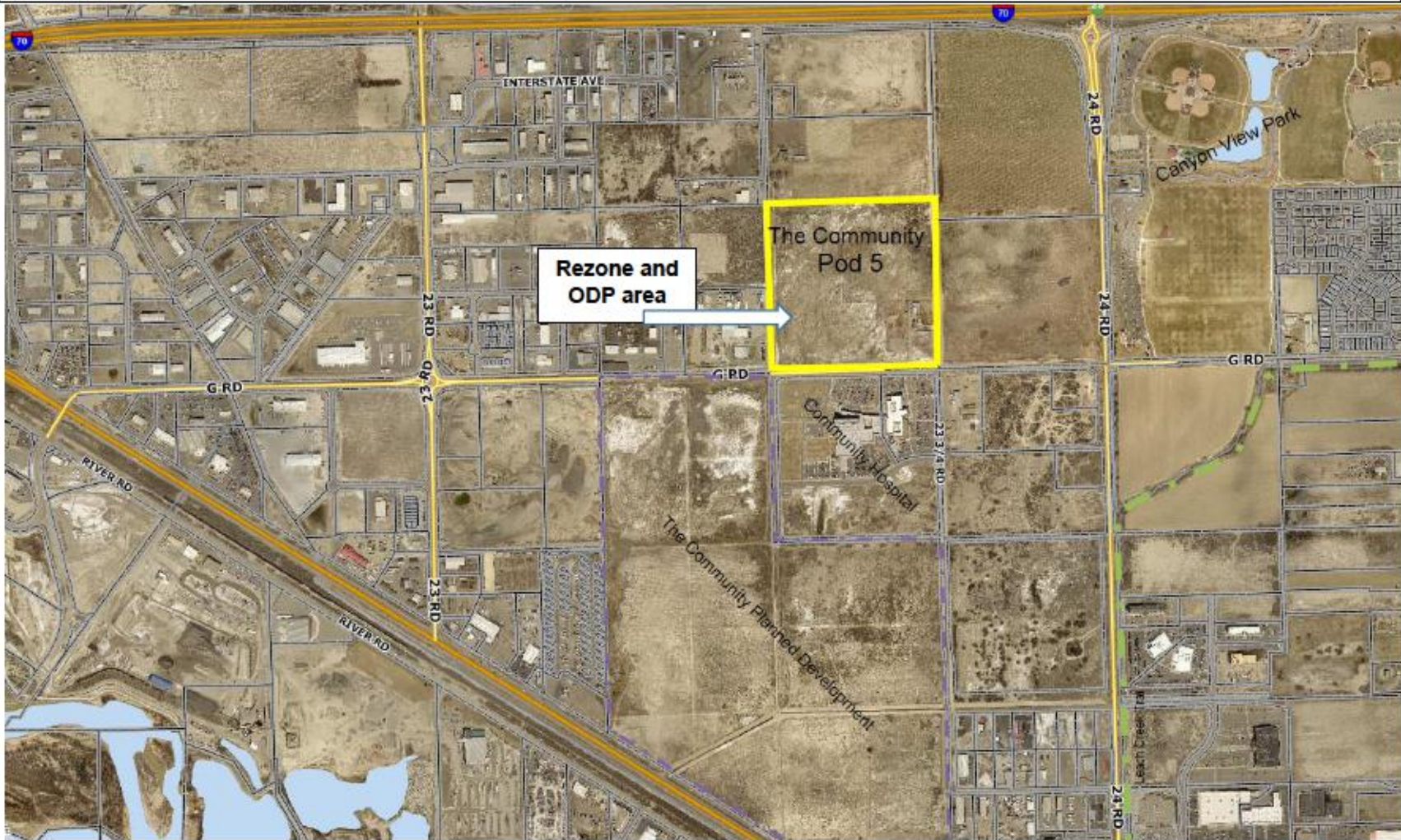
SUGGESTED MOTION:

I move to introduce an ordinance zoning the Club Deal 127 Merk Grand Junction LP Development to a PD (Planned Development) zone, by approving an Outline Development Plan for POD 5, with a default zone of BP (Business Park Mixed Use), located at 2372 G Road and set a public hearing for September 18, 2019.

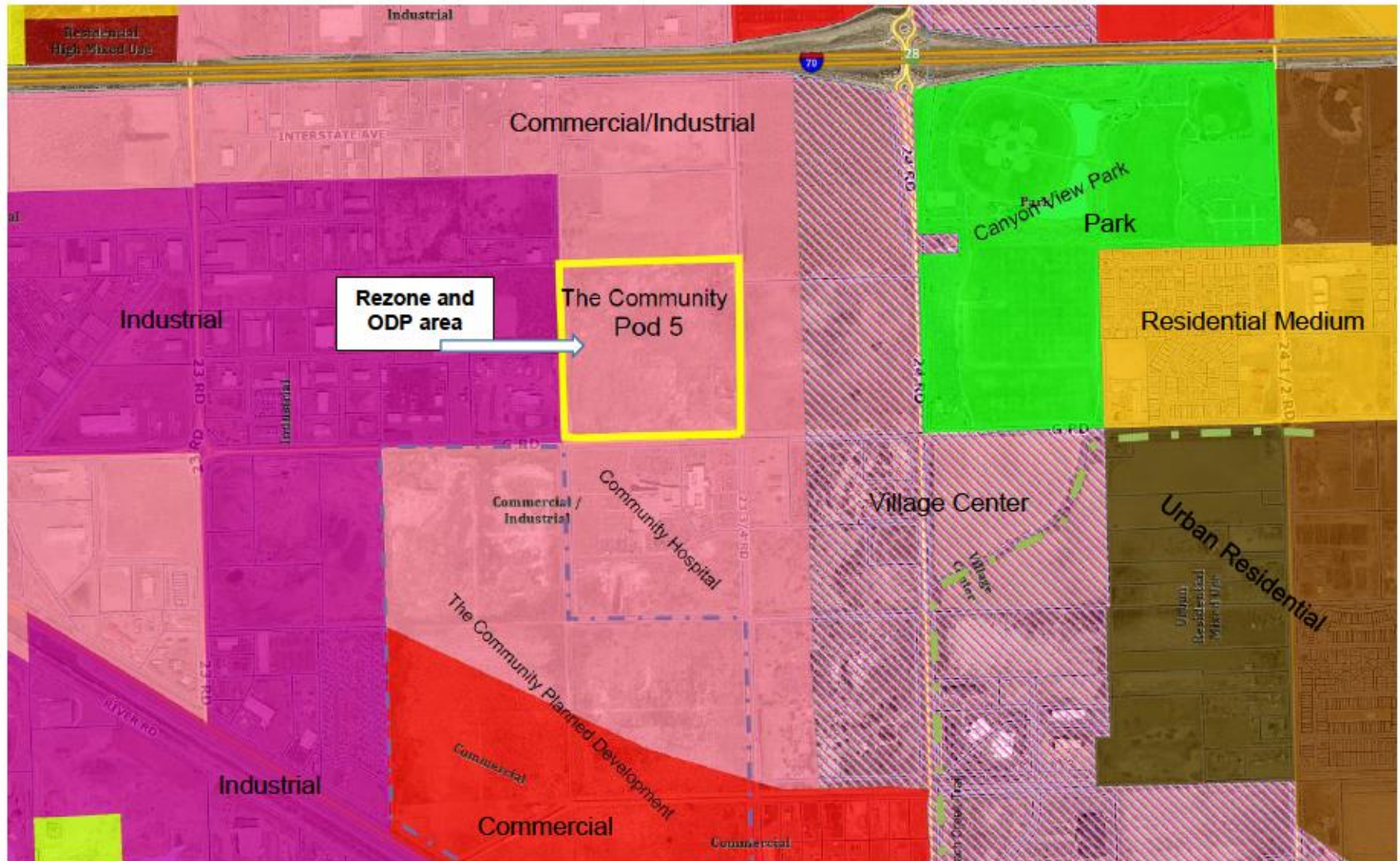
Attachments

1. Maps and Photos
2. ODP Map and Drawings
3. Development Application - Pod 5
4. Proposed Ordinance

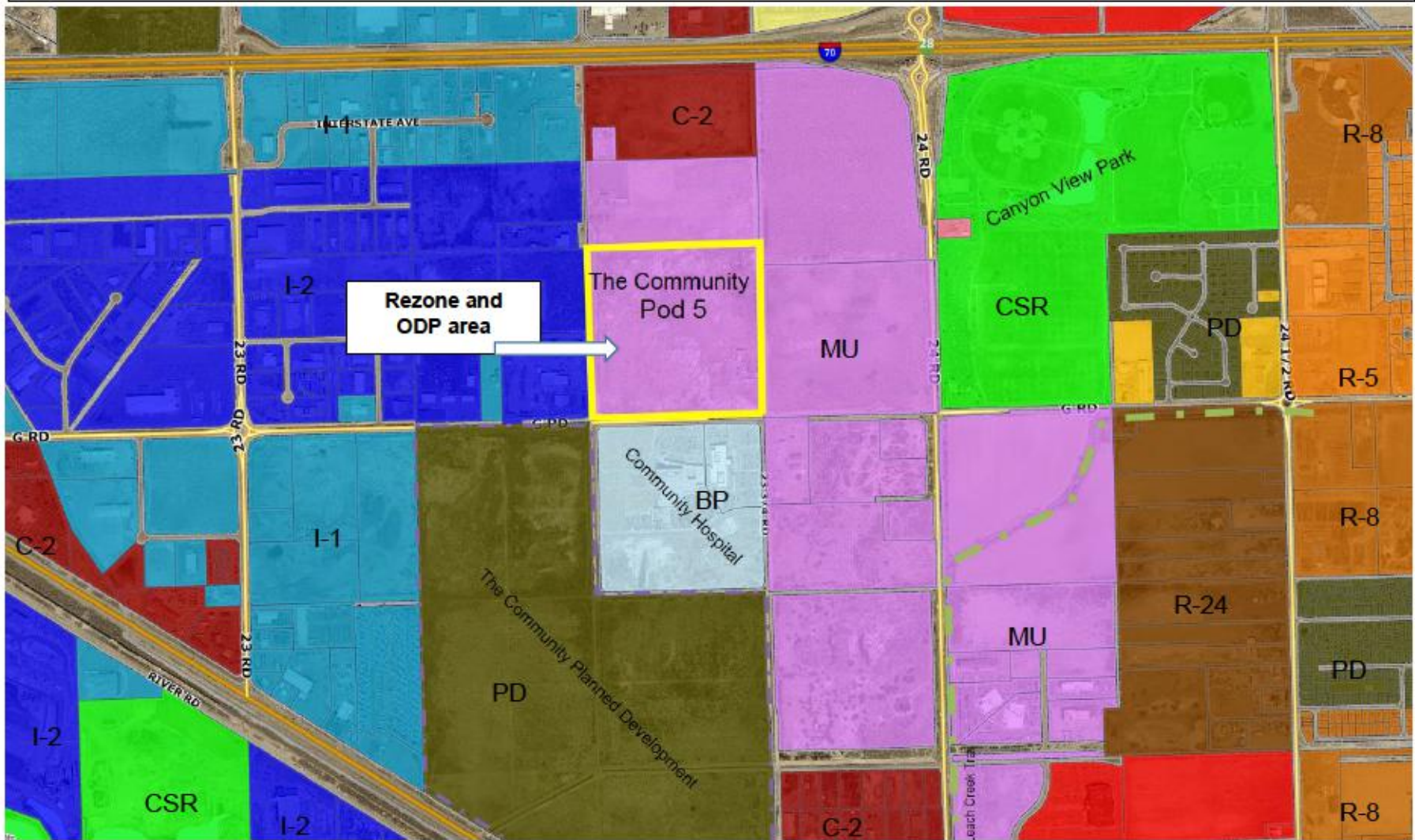
The Community Pod 5 Rezone to PD and ODP Site Location Map



The Community Pod 5 Rezone to PD and ODP Future Land Use Map



The Community Pod 5 Rezone to PD and ODP Existing Zoning Map



Site Photo - Southwest corner of Site looking Northeast







Site Photo - Southeast corner of Site looking Northwest



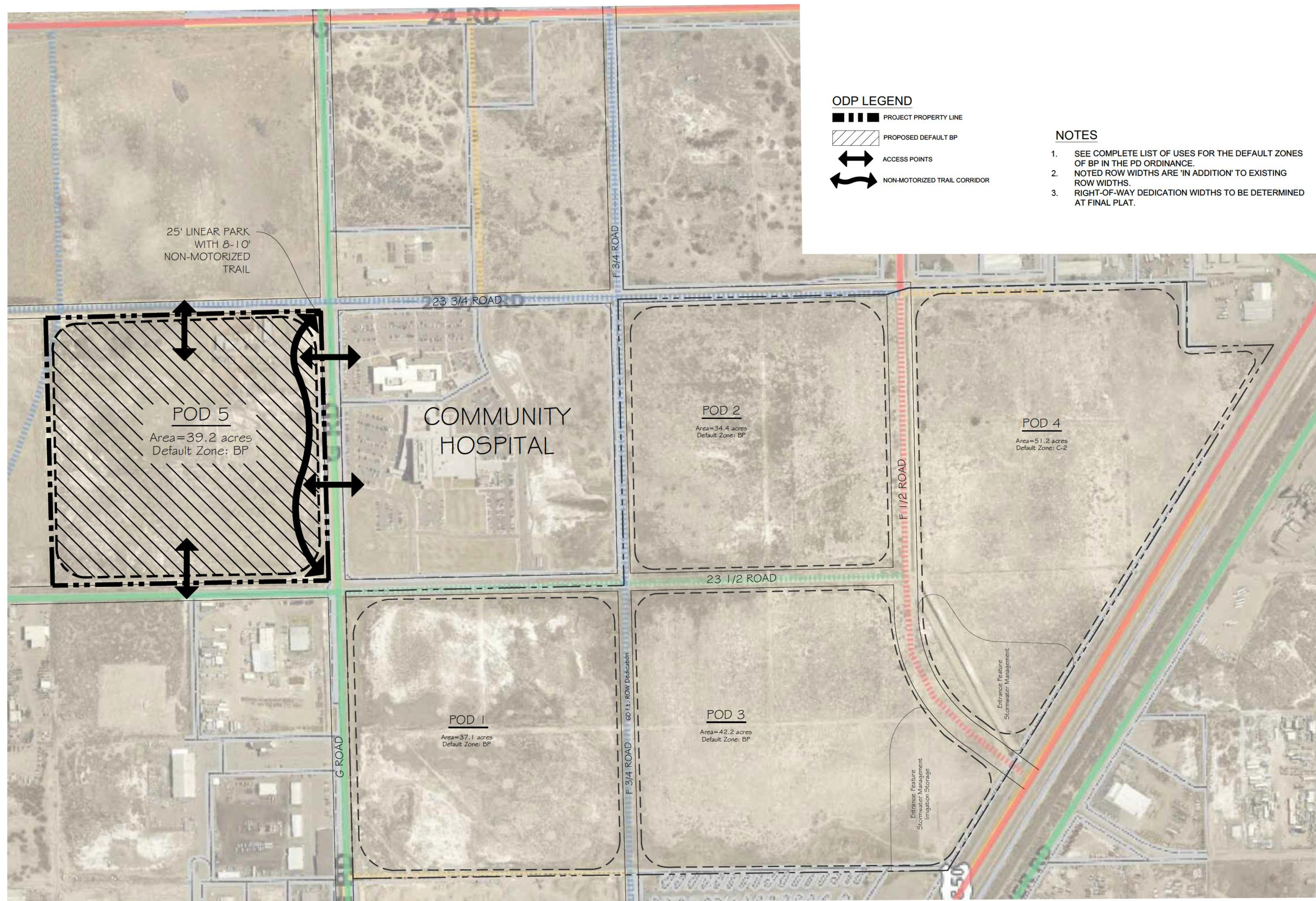
DRAWN BY MR
 CHECKED TC
 JOB NO. 1917
 DATE 08-13-2019
 REVISIONS

ODP LEGEND

-  PROJECT PROPERTY LINE
-  PROPOSED DEFAULT BP
-  ACCESS POINTS
-  NON-MOTORIZED TRAIL CORRIDOR

NOTES

1. SEE COMPLETE LIST OF USES FOR THE DEFAULT ZONES OF BP IN THE PD ORDINANCE.
2. NOTED ROW WIDTHS ARE 'IN ADDITION' TO EXISTING ROW WIDTHS.
3. RIGHT-OF-WAY DEDICATION WIDTHS TO BE DETERMINED AT FINAL PLAT.



SCALE 1"=200'



THE COMMUNITY POD 5
GRAND JUNCTION, CO

CLAVONNE, ROBERTS & ASSOCIATES, INC.
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 LANDSCAPE ARCHITECTURE
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 www.clavonne.com

THE COMMUNITY
 POD 5

OUTLINE DEVELOPMENT
 PLAN

SHEET NO.

1-2

A REZONE OF POD 5 TO PD

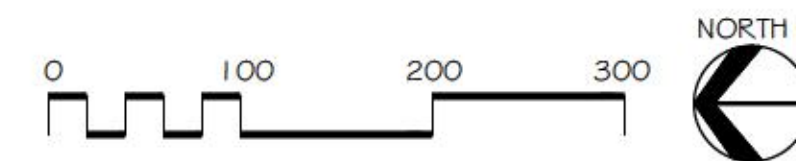
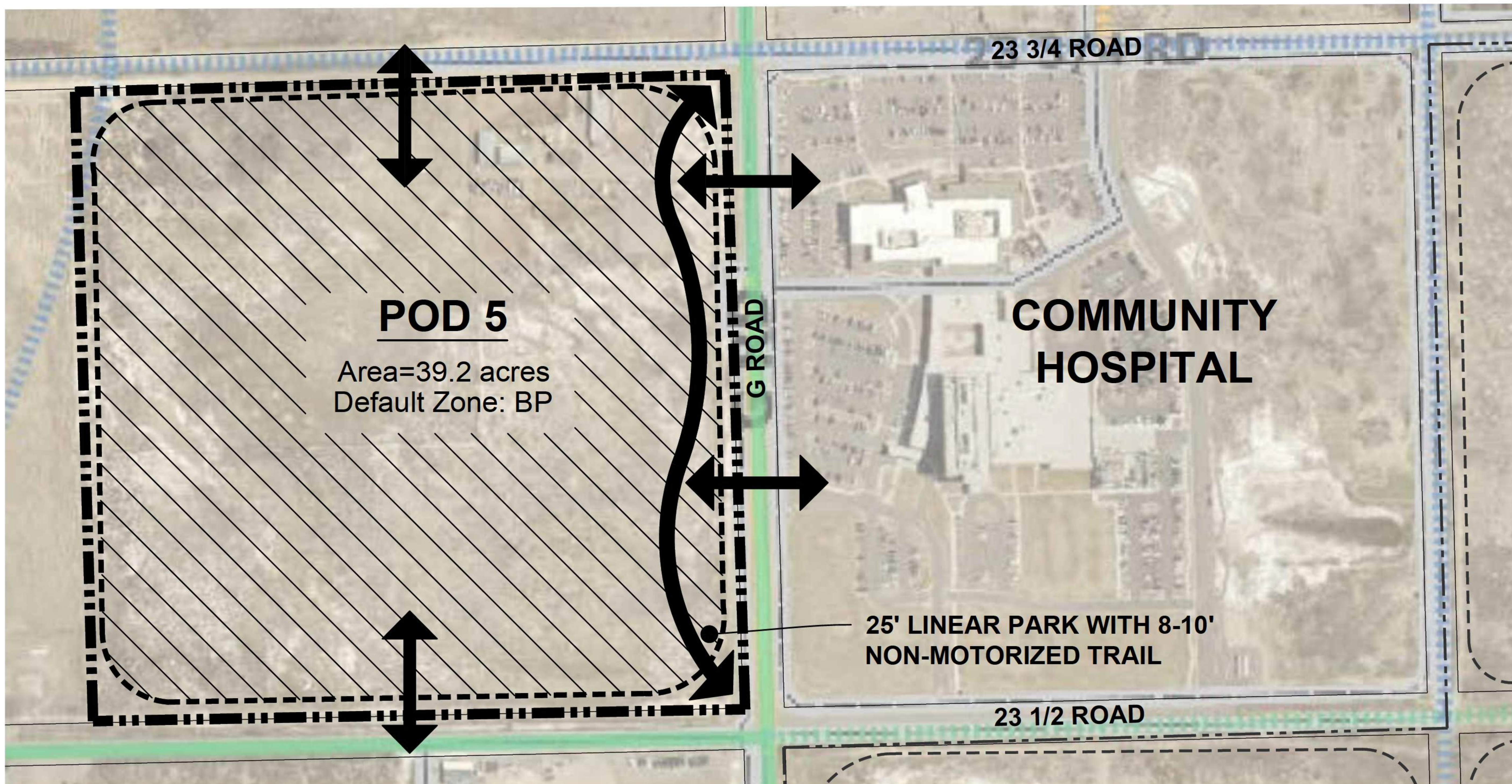


ODP LEGEND

- PROJECT PROPERTY LINE
- PROPOSED DEFAULT BP
- ACCESS POINTS
- NON-MOTORIZED TRAIL CORRIDOR

NOTES

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DRAWN BY	MR
CHECKED	TC
JOB NO.	1917
DATE	08-13-2019
REVISIONS	

THE COMMUNITY POD 5
GRAND JUNCTION, CO

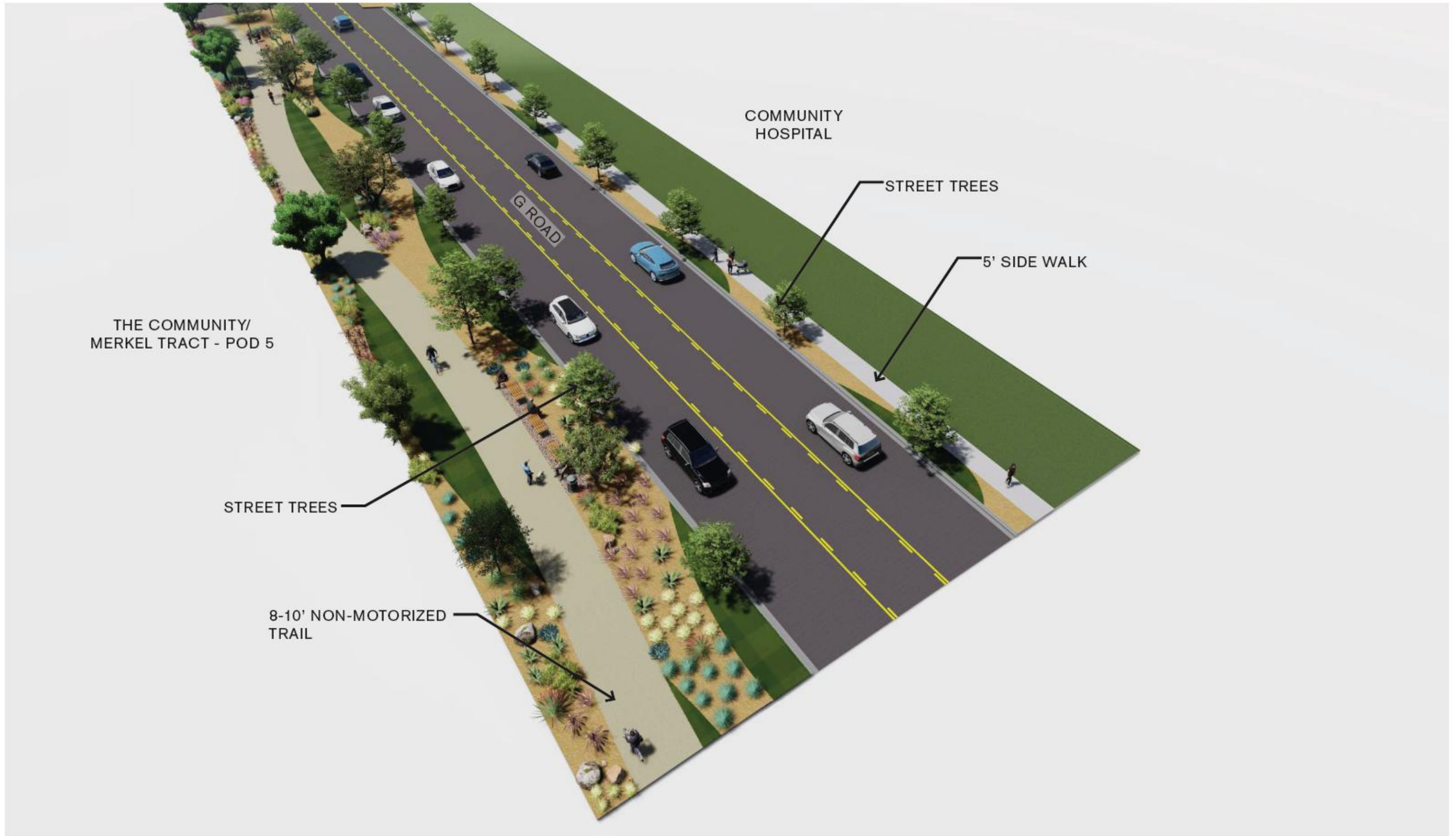
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A REZONE OF POD 5 TO PD

THE COMMUNITY
POD 5

OUTLINE DEVELOPMENT
PLAN

SHEET NO.
2-2



THE COMMUNITY/
MERKEL TRACT - POD 5

COMMUNITY
HOSPITAL

STREET TREES

5' SIDE WALK

STREET TREES

8-10' NON-MOTORIZED
TRAIL

THE COMMUNITY - POD 5 GRAND JUNCTION, CO ▪ LINEAR PARK AND TRAIL

PN 3519005 | 08.14.2019 | TAURUS INVESTMENT HOLDINGS

STREET TREES

STREET TREES

8-10' NON-MOTORIZED TRAIL

5' SIDE WALK



25'
LINEAR PARK

RIGHT OF WAY



THE COMMUNITY - POD 5 GRAND JUNCTION, CO ▪ LINEAR PARK AND TRAIL

PN 3519005 | 08.14.2019 | TAURUS INVESTMENT HOLDINGS

LandDesign.



THE COMMUNITY - POD 5 GRAND JUNCTION, CO ▪ LINEAR PARK AND TRAIL

PN 3519005 | 08.14.2019 | TAURUS INVESTMENT HOLDINGS

LandDesign.



Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For:

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation	<input type="text" value="Light Commercial"/>	Existing Zoning	<input type="text" value="MU"/>
Proposed Land Use Designation	<input type="text" value="Residential/Health Care/Mixed Use"/>	Proposed Zoning	<input type="text" value="PD"/>

Property Information

Site Location:	<input type="text" value="2372 G Road"/>	Site Acreage:	<input type="text" value="39.25"/>
Site Tax No(s):	<input type="text" value="2701-324-00-097"/>	Site Zoning:	<input type="text" value="MU"/>
Project Description:	<input type="text" value="Rezone to a PD/Anebd the Future Land Use Map"/>		

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application Date

Signature of Legal Property Owner Date

Rezone and Outline Development Plan for the Merkel Tract POD 5

General Project Report

Project Overview

The applicant, Club Deal 127 Merk Grand Junction LP (c/o Taurus of Texas), is requesting approval of a Rezone and Outline Development Plan (ODP) for approximately 39 acres of property located at 2372 G Road, Grand Junction, Colorado. The property is currently zoned Mixed Use (MU), and this request is to change it to a Planned Development (PD) zone. The intentions are to create compatible uses of this +39 acre property with the recently amended Ordinance 4676 which is the 177 acre tract to the south known as The Community. This +39-acre property is referred to as The Merkel Tract, Pod 5 (herein referred to as POD 5).

Like three of the four Pods in The Community Planned Development ODP to the south, POD 5 will be a PD Zone with an underlying default zone of Business Park Mixed Use (BP). Specifically it will be similar to Pod 1 characteristics of The Community Planned Development ODP.

The following Code Sections are addressed in this report and/or its attachments:

- o Section 21.02.140 – Rezone from Mixed Use (MU) to Planned Development (PD);
- o Section 21.02.150 – Outline Development Plan (ODP) with underlying zoning of BP.

A. Project Description

Location

- 2372 G Road, Grand Junction, Colorado ... immediately north of Community Hospital across G Road.

Acreage

- Approximately +39 acres.

Proposed Use

- Rezone from MU to PD; the Default zone will be BP;
- POD 5 will allow Medical Office/Clinic, Group Living, Restaurants, General Office, Hotel, Attached, Detached Residential and Multi-Family Residential land uses. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 70% of the acreage in POD 5. Multi-Family residential uses shall have a density between 12 and 24 units per acre. See Item E Below for a more complete list of allowed uses.

B. Public Benefit

The development of Community Hospital is a game changer to the potential types of development that will now want to locate in that area, particularly the types of businesses and the residential support to the hospital and surrounding uses. In addition, the city needs more clustered density residential to provide housing as Grand Junction grows and adds more jobs. Clustered density residential with a minimum of 5.5 units to the acre along with other types of residential uses such as aging in place, extended stay, memory care facilities, hotels and apartments are needed in this area because of the presence of Community Hospital. These types of diverse residential uses will increase the success of the hospital in serving the community. In addition, the proximity of major parks like Canyon View Park and the expansion of the community pedestrian connection program from that park and through this land will enhance the quality of life for the city in this area. Public benefits from this Rezone and ODP include:

- The development of property within the City 201 boundary;
- The facilitation of business and residential development that will support the community's newest hospital and existing businesses in the area;
- the similarity of this POD 5 with the existing 'The Community Planned Development';
- The provision of a non-motorized trail within a 25' wide pedestrian corridor;
- Commitment to landscaping, including limited site furniture, within the +/- 1/3 acre pedestrian corridor containing the non-motorized trail through the Merkel Tract Pod 5;
- The ability to proceed with a destination quality development plan for one of the largest and most strategic vacant parcels in the City;
- Being the catalyst for new road, drainage, and utility improvements within the City system, in an area that is critical to the growth of the city and has been overlooked for decades.

C. Neighborhood Meeting

A neighborhood meeting was held on March 7, 2019 for both the amendments to The Community ODP (fka One West), and for this POD 5 parcel that would be rezoning with a PD / ODP.

D. Project Compliance, Compatibility, and Impact

Adopted Plans and Policies

The proposed PD /ODP conforms to the Growth Plan, the City Zoning and Development Code, and known City regulations.

Surrounding Land Use

- NORTH is vacant
- EAST is vacant
- SOUTH is Community Hospital
- WEST is Industrial and Vacant

Adjacent zoning:

- NORTH is MU
- EAST is MU
- SOUTH is BP
- WEST is I2

Site Access & Traffic Patterns

Access is not modified by the proposed rezone. Access to the acreage includes G Road on the south and 23½ Road on the west. Access within the property is non-existent for the most part.

Availability of Utilities

Some of the necessary infrastructure and utilities are constructed to the perimeter of the project.

- Water – Ute
- Sewer – City
- Drainage – Grand Junction Drainage District
- Irrigation water – Grand Valley Irrigation Company
- Power / gas – Grand Valley Power, Excel gas
- Telephone – Qwest
- Cable TV – Bresnan

Special or Unusual Demands on Utilities

There are no known special or unusual demands on the utilities.

Effects on Public Facilities

The proposed rezone will have no unusual impacts on Public Facilities.

Site Soils

NA to this rezone.

Impact on Geology and Geological Hazards

No known geological hazards exist on this property.

Hours of Operation

NA to this rezone.

Number of Employees

NA to this rezone.

Signage Plans

NA to this rezone.

E. Additional General Report Discussion Items

The following Code Sections are addressed as listed below:

- o Section 21.02.140 – Rezone from Mixed Use (MU) to Planned Development (PD);
- o Section 21.02.150 – Outline Development Plan (ODP) with underlying zoning of BP.

21.02.140 Code amendment and rezoning. (see Outline Development Plan)

The applicant is seeking a rezone of the +39 acre property from MU to Planned Development (PD) which would make it compatible with the zoning of the approximate 177 acres of The Community Planned Development.

(a) **Approval Criteria.** *In order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if:*

- (1) *Subsequent events have invalidated the original premises and findings; and/or*
 - We are not seeking a map amendment, only a rezone; however, the adjacent subdivision and PD zoning by One West (recently amended by Taurus) along with the construction of Community Hospital, are both events that invalidate the original premises and findings;
- (2) *The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or*
 - The character of the area has changed with the approval of the One West (now The Community) ODP and the construction of Community Hospital.
- (3) *Public and community facilities are adequate to serve the type and scope of land use proposed; and/or*
 - There are no additional demands on Public and community facilities associated with the rezone from MU to PD.
- (4) *An adequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or*
 - Large contiguous parcels of property that can be master planned are rare in the community. Residential growth pressure is high throughout the community.
- (5) *The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.*
 - These were noted in 'B. Public Benefits' above.

21.02.150 Planned development (PD). (see Outline Development Plan)

The Planned Development (PD) / Outline Development Plan (ODP). With this approval, the land uses in POD 5 will be consistent with the 177 ac planned development to the south and allow the area to be

uniformly zoned PD and overall Outline Development Plan (ODP). This ODP proposes the underlying zoning of BP which correlates to the existing Comprehensive Plan.

(a) Purpose. The planned development (PD) district is intended to apply to mixed use or unique single use projects to provide design flexibility not available through strict application and interpretation of the standards established in Chapter 21.05 GJMC. The PD zone district imposes any and all provisions applicable to the land as stated in the PD zoning ordinance. The purpose of the PD zone is to provide design flexibility as described in GJMC 21.05.010. Planned development rezoning should be used when long-term community benefits will be derived, and the vision, goals and policies of the Comprehensive Plan can be achieved. Long-term community benefits include:

- (1) More efficient infrastructure;*
 - The Community Planned Development, (the existing PODS 1-4), and this POD 5 is the catalyst for road and utility infrastructure into this underdeveloped area of Grand Junction;
- (2) Reduced traffic demands;*
 - This Planned Development will include on and off-street pedestrian ways that can be interconnected to the larger community, potentially to Canyon View Park, and through The Community to the Colorado Riverfront.
- (3) More usable public and/or private open space;*
 - See (2) above for "usable" open space.
 - PODs 1-5 in their entirety, allow for regional detention that also serves as open space.
- (4) Recreational amenities; and/or*
 - This PD Zone does not in itself provide recreational amenities beyond that noted in (2) above; however, the proposed linear trail corridor will be providing connectivity to the Grand Valley Circulation Plan.
- (5) Needed housing choices.*
 - This POD 5, and the four PODs in The Community Planned Development all include a range of housing types, as noted in the 'allowed uses'. The PD / ODP allows for product flexibility to respond to market "needs".

(b) Outline Development Plan (ODP). (see Outline Development Plan)

(1) Applicability. An outline development plan is required. The purpose of an ODP is to demonstrate conformance with the Comprehensive Plan, and coordination of improvements within and among individually platted parcels, sections or phases of a development prior to the approval of a final plat. At ODP, zoning for POD 5 is established. This step is recommended for larger, more diverse projects that are expected to be developed over a long period of time. Through this process, the general pattern of development is established with a range of densities assigned to individual "pods" that will be the subject of future, more detailed planning.

(2) Approval Criteria. An ODP application shall demonstrate conformance with all the following:

- (i) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies;*
 - Approval of demonstrated conformance has been requested as part of this submittal;
- (ii) The rezoning criteria provided in GJMC 21.02.140;*
 - Approval of demonstrated conformance has been requested as part of this submittal;
- (iii) The planned development requirements of Chapter 21.05 GJMC;*
 - Approval of demonstrated conformance with Chapter 21.05 has been addressed above, or within the ODP drawing, and is requested as part of this submittal;
- (iv) The applicable corridor guidelines and other overlay districts in GJMC Titles 23, 24 and 25;*
 - This PD is subject to the 24 Road Design Standards;
- (v) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development;*
 - This is appropriately addressed at time of Final Development Plans;
- (vi) Adequate circulation and access shall be provided to serve all development pods/areas to be developed;*
 - This is appropriately addressed at time of Final Development Plans;

- (vii) *Appropriate screening and buffering of adjacent property and uses shall be provided;*
 - This is appropriately addressed at time of Final Development Plans;
- (viii) *An appropriate range of density for the entire property or for each development pod/area to be developed;*
 - Approval of demonstrated conformance has been requested as part of this submittal, and is specifically addressed on the ODP drawing;
- (ix) *An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed;*
 - Approval of demonstrated conformance has been requested as part of this submittal, and is specifically addressed on the ODP drawing;
- (x) *An appropriate phasing or development schedule for POD 5; and*
 - Approval of demonstrated conformance has been requested as part of this submittal, and is specifically addressed on the ODP drawing and related exhibits;
- (3) *Decision-Maker.*
 - (i) *The Director and Planning Commission shall make recommendations to City Council.*
 - (ii) *City Council shall approve, conditionally approve or deny all applications for an ODP and accompanying planned development rezoning.*
- (4) *Additional Application and Review Procedures.*
 - (i) *Simultaneous Review of Other Plans. An applicant may file an ODP with a final development plan for all or a portion of the property, as determined by the Director at the preapplication conference.*
 - (ii) *Density/Intensity. Density/intensity may be transferred between development pods/areas to be developed unless explicitly prohibited by the ODP approval.*
 - (iii) *Validity. The effective period of the ODP/phasing schedule shall be determined concurrent with ODP approval.*
 - (iv) *Required Subsequent Approvals. Following approval of an ODP, a subsequent final*

F. Development Schedule and Phasing

POD 5 intends on breaking ground for Phase 1 in the next 24 months. It is anticipated that each following Phase will be spread over multiple years. Understanding that the City permits a 10-year Phasing Plan, the applicant will seek the allowed two years between earlier Phases (acknowledging potential extensions), along with some one-year phasing for an estimated eight phases.

Formation of a Metro District (2)

It is anticipated that POD 5 will experience significant development expenses both on site and off site. To help alleviate the burden of these costs the developer may be asking the city to allow a Metro District to be formed along with other possible reimbursement mechanisms to help defray these costs and to provide the best possible community in the most efficient manner.

G. Authorized Uses





1. The list of authorized uses allowed within the BP zone includes only the following, which are allowed without the need for approval of a conditional use permit.
 - a) POD 5 – BP Default Zone
 - 1) Colleges and Universities
 - 2) Multifamily
 - 3) Single Family Detached, Single Family Attached, Townhomes, Accessory Dwelling Units, Duplexes, Business Residences
 - 2) Vocational, Technical and Trade Schools
 - 3) Community Activity Building
 - 4) All other Community Service
 - 5) Museums, Art Galleries, Opera Houses, Libraries
 - 6) General Day Care

- 7) Medical and Dental Clinics
- 8) Physical and Mental Rehabilitation (Resident)
- 9) All other Health Care
- 10) Religious Assembly
- 11) Funeral Homes, Mortuaries, Crematories
- 12) Public Safety and Emergency Response Services
- 13) Hotels and Motels and Lodging
- 14) General Offices
- 15) Health Club
- 18) Drive through Restaurants
- 19) Drive through Retail
- 20) Food Service, Catering
- 21) Food Service, Restaurant (including Alcohol Sales)
- 22) Fuel Sales, Automotive/Appliance
- 23) General Retail Sales, Indoor Operations, Display and Storage
- 24) General Retail Sales, Outdoor Operations, Display or Storage
- 26) Personal Services
- 27) All other Retail Sales and Services
- 28) Mini-Warehouse- Self Storage
- 30) Car Wash, Gasoline Service Station
- 37) Bus/Commuter Stops
- 38) Agricultural Uses*
- 39) Government and Public Use Facilities
- 40) Parks and Open Space

* Agricultural Uses including indoor or outdoor activities primarily involving raising, producing or keeping plants or animals but excluding uses such as industrialized agricultural for example feedlots, pig farming, a use of a scale that requires significant structures or accessory structures, or a use that has the propensity to be a significant nuisance such as pig farming or other particularly odiferous. This use is intended to be interim in nature.

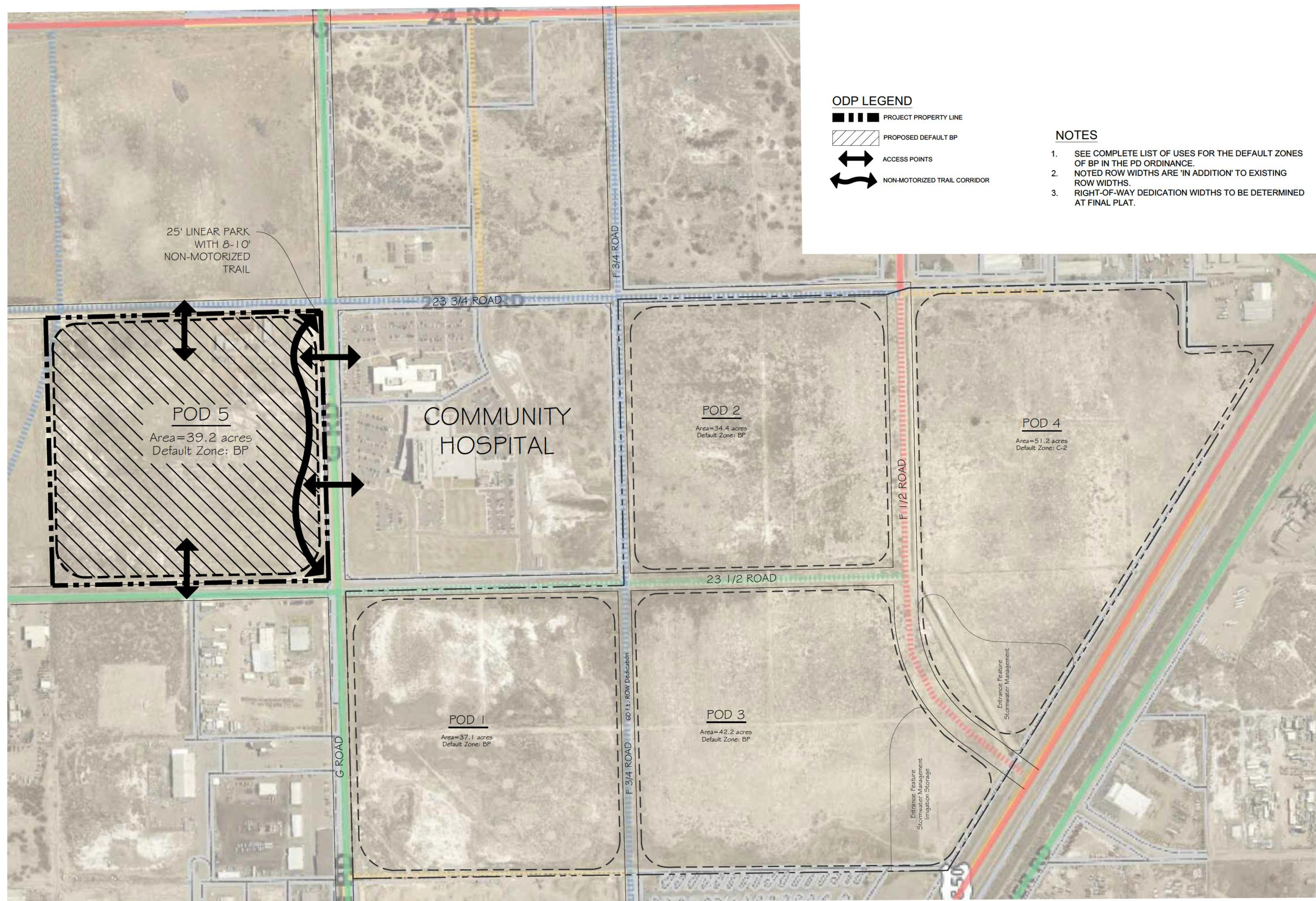
DRAWN BY MR
 CHECKED TC
 JOB NO. 1917
 DATE 08-13-2019
 REVISIONS

ODP LEGEND

-  PROJECT PROPERTY LINE
-  PROPOSED DEFAULT BP
-  ACCESS POINTS
-  NON-MOTORIZED TRAIL CORRIDOR

NOTES

1. SEE COMPLETE LIST OF USES FOR THE DEFAULT ZONES OF BP IN THE PD ORDINANCE.
2. NOTED ROW WIDTHS ARE 'IN ADDITION' TO EXISTING ROW WIDTHS.
3. RIGHT-OF-WAY DEDICATION WIDTHS TO BE DETERMINED AT FINAL PLAT.



THE COMMUNITY POD 5
 GRAND JUNCTION, CO

CLAVONNE, ROBERTS & ASSOCIATES, INC.
 LAND PLANNING AND
 LANDSCAPE ARCHITECTURE
 222 N. 7TH STREET
 GRAND JUNCTION, CO 81501
 970-241-0745 P
 970-241-0765 F
 www.clavonne.com

THE COMMUNITY
 POD 5

OUTLINE DEVELOPMENT
 PLAN

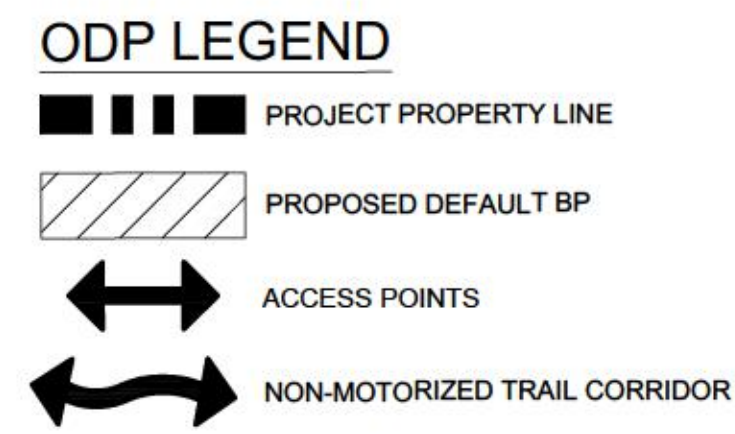
SHEET NO.

1-2

A REZONE OF POD 5 TO PD

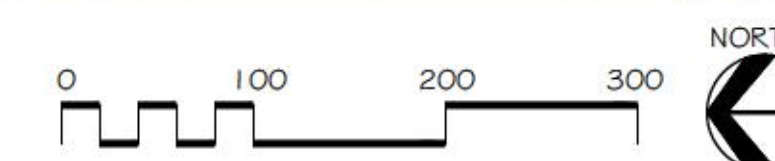
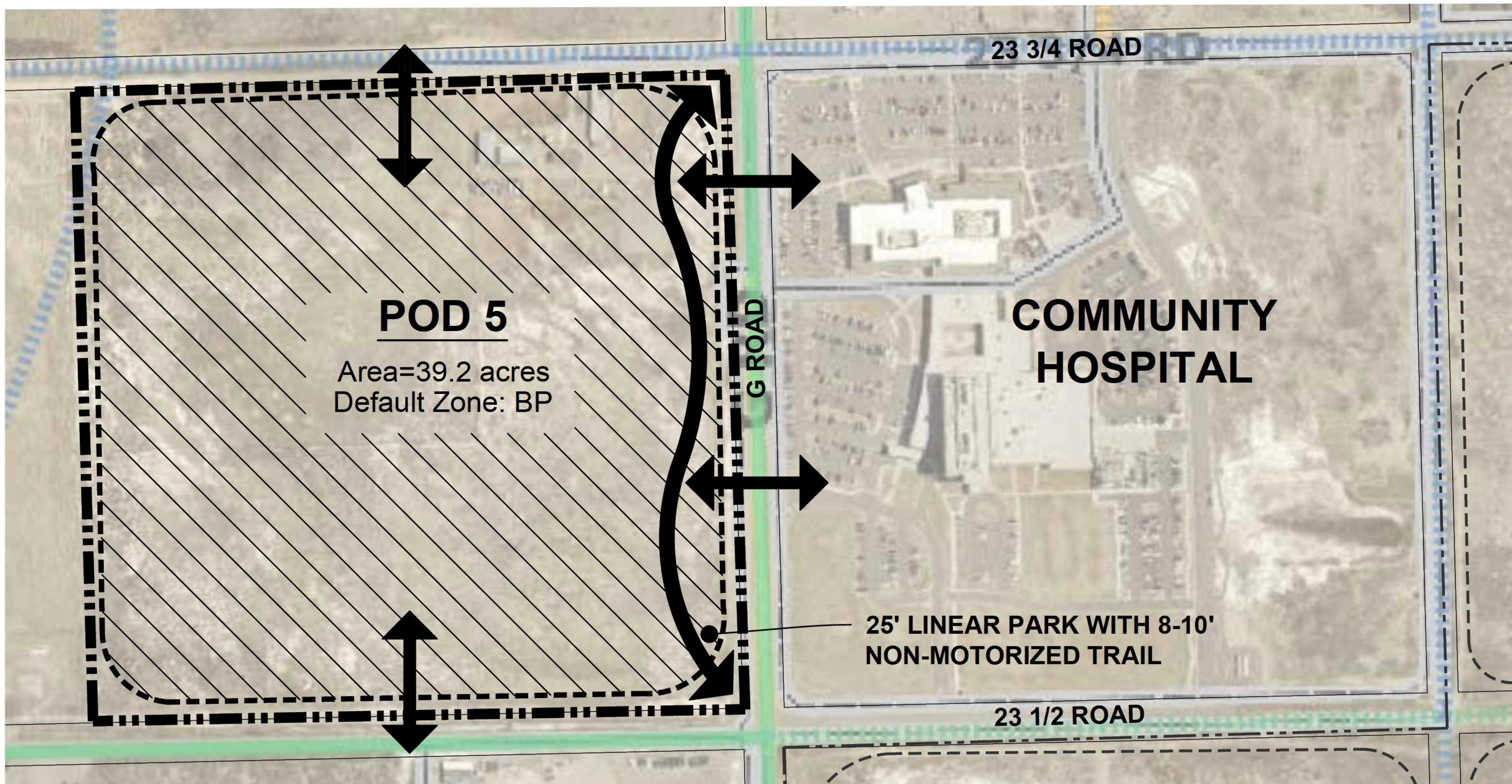
SCALE 1"=200'





NOTES

1. SEE COMPLETE LIST OF USES FOR THE DEFAULT ZONES OF BP IN THE PD ORDINANCE.
2. NOTED ROW WIDTHS ARE 'IN ADDITION' TO EXISTING ROW WIDTHS.
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DRAWN BY MR
 CHECKED TC
 JOB NO. 1917
 DATE 08-13-2019
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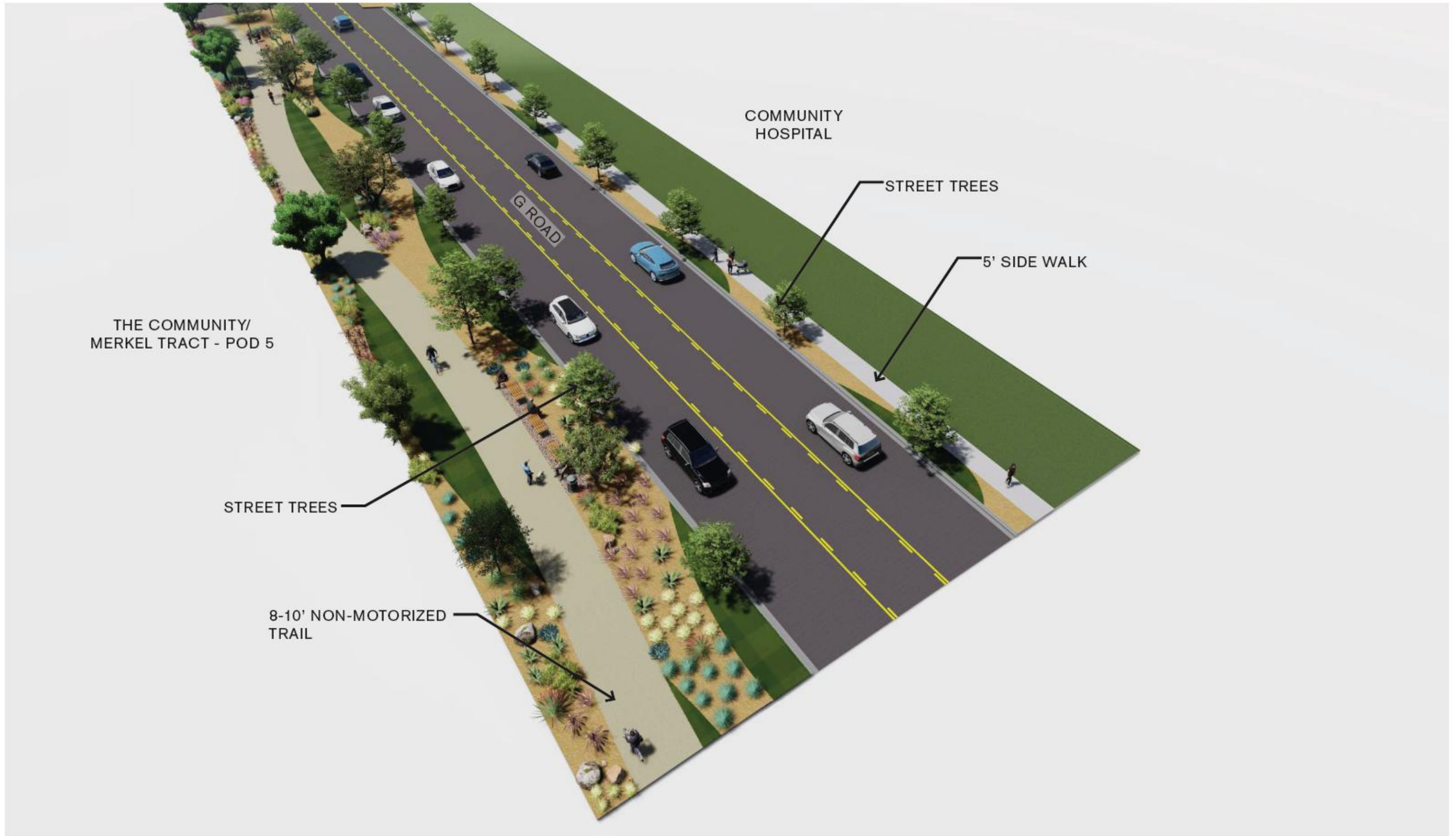
A REZONE OF POD 5 TO PD

THE COMMUNITY
 POD 5

OUTLINE DEVELOPMENT
 PLAN

SHEET NO.

2-2



THE COMMUNITY/
MERKEL TRACT - POD 5

COMMUNITY
HOSPITAL

STREET TREES

5' SIDE WALK

STREET TREES

8-10' NON-MOTORIZED
TRAIL

THE COMMUNITY - POD 5 GRAND JUNCTION, CO ▪ LINEAR PARK AND TRAIL

PN 3519005 | 08.14.2019 | TAURUS INVESTMENT HOLDINGS

STREET TREES

STREET TREES

8-10' NON-MOTORIZED TRAIL

5' SIDE WALK



25'
LINEAR PARK

RIGHT OF WAY



THE COMMUNITY - POD 5 GRAND JUNCTION, CO ▪ LINEAR PARK AND TRAIL

PN 3519005 | 08.14.2019 | TAURUS INVESTMENT HOLDINGS

LandDesign.



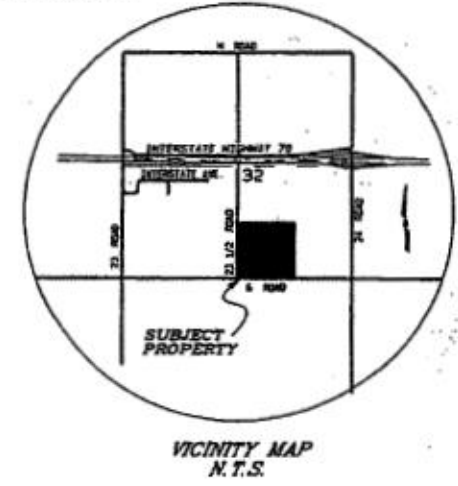
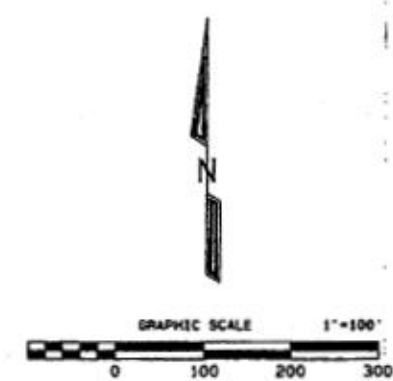
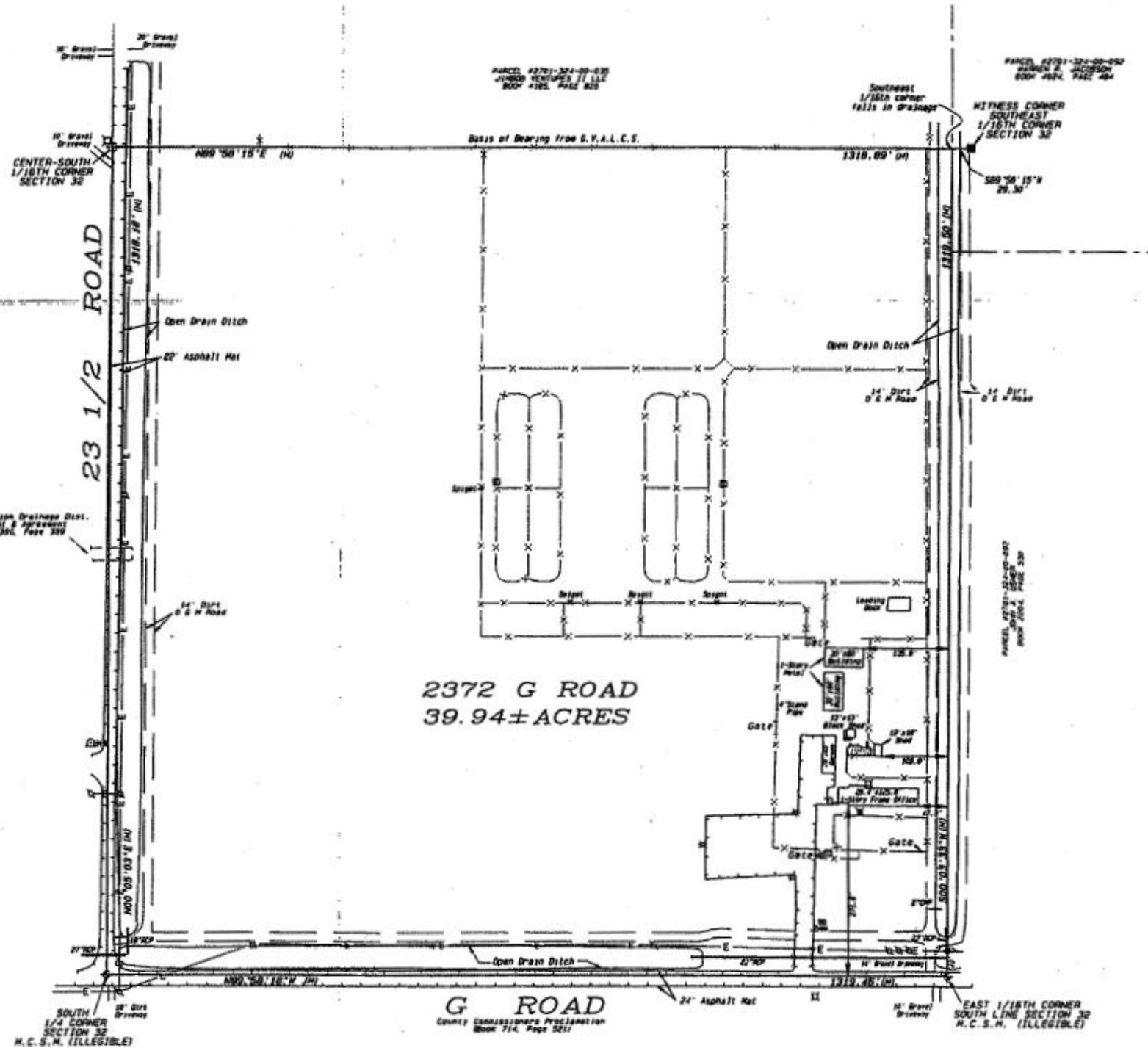
THE COMMUNITY - POD 5 GRAND JUNCTION, CO ▪ LINEAR PARK AND TRAIL

PN 3519005 | 08.14.2019 | TAURUS INVESTMENT HOLDINGS

LandDesign.

ALTA/ACSM LAND TITLE SURVEY

SW 1/4 SE 1/4 SECTION 32, TOWNSHIP 1 NORTH, RANGE 1 WEST, UTE MERIDIAN



PROPERTY DESCRIPTION AS SHOWN ON TITLE POLICY
 The Southwest 1/4 of the Southeast 1/4 of Section 32, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado.

LEGEND & ABBREVIATIONS

◆ FOUND MESA COUNTY SURVEY MARKER (MCSM)	OW WATER METER
⊕ FOUND 3" ALUMINUM CAP ON 2 7/8" IRON PIPE STAMPED "LS 24943"	Spigot WATER SPIGOT
■ FOUND 3 1/4" ALUMINUM CAP ON #8 REBAR STAMPED "THOMPSON LANGFORD CORP PLS 18478"	X ELECTRIC BOX
● FOUND 2" ALUMINUM CAP STAMPED "THOMPSON LANGFORD CORP PLS 18478"	M LIGHT POLE
⊞ TELEPHONE PEDESTAL	⊞ ELECTRIC OUTLET
⊞ POWER POLE	CHP = CORRUGATED METAL PIPE
⊞ FIRE HYDRANT	RCF = REINFORCED CONCRETE PIPE
- WATER VALVE	M.C. = WITNESS CORNER
- FENCE LINE	O & M = OPERATION & MAINTENANCE
- OVERHEAD POWER LINE	BO = WATER BLOWOFF VALVE
— EDGE ASPHALT ROAD	(M) = MEASURED
	G.V.A.L.C.S. = GRAND VALLEY AREA LOCAL COORDINATE SYSTEM

SURVEYOR'S CERTIFICATE
 To Taurus of Texas Holding LP, a Texas Limited Partnership, Clud Deal 127 HERS Grand Junction Limited Partnership, a Delaware Limited Partnership, a Delaware Limited Partnership, Key Law Offices and Abstract Title Co. of Mesa County, Inc.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail" Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS in 2005, and includes items 1, 2, 3, 6 and 10, of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Colorado, the Relative Positional Accuracy of this survey does not exceed 0.07 feet for 20 msl ±50ppm.

Date: July 31, 2007
 Registration No. 24306

JULY 31, 2007 REVISION TO CERTIFICATION ONLY

ALTA/ACSM LAND TITLE SURVEY
 LOCATED IN THE
 SW 1/4 SE 1/4 SECTION 32, T.1N., R.1W., U.M.
 CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

D H SURVEYS, INC.
 118 OURAY AVE. - GRAND JUNCTION, CO.
 (970) 245-8749

Designed By: S.L.H. Checked By: M.W.D. Job No. 835-06-04
 Drawn By: TERRAMODEL Date: AUGUST 2006 Sheet 1 OF 1

PLAT NOTES

Grand Junction Drainage District claims an easement of a width necessary for operation and maintenance of drain ditches on west, east and south sides of property.

Subject property falls within Flood Zone X (Areas determined to be outside 500 year flood plain) as shown on Flood Insurance Rate Map, Community Panel No. 090115 0460 2, Panel 460 of 1000.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in the survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of this certification/statement shown hereon.

ZONING INFORMATION

SOURCE: CITY OF GRAND JUNCTION ZONING REGULATIONS
 ZONED: R1 (Mixed Use)
 MINIMUM LOT SIZE WIDTH = 100.00'
 MINIMUM AREA = 1.0 ACRE
 MINIMUM SETBACKS
 FRONT = 15.0'
 SIDE = 15.0'
 REAR = 25.0'
 MAXIMUM FLOOR AREA RATIO = 0.50
 MAXIMUM HEIGHT = 40.0'

Legal Description

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado.

Grand Junction Fire Department New Development Fire Flow Form

Instructions to process the application: Step 1) Applicant should first fill out all items in Section A. Step 2) Deliver/mail this form to the appropriate water purveyor.¹ The water supplier signs and provides the required information of Section B. Step 3) Deliver/mail the completed and fully signed form to the City or County Planning Department.²

SECTION A

Date: 05-02-19
Project Name: MERKEL G ROAD PROPERTY
Project street address: 2372 G Road
Assessor's Tax Parcel Number: 2701-324-00-097
Property Owner name: Club Deal 127 Merk Grand Junction
City or County project file #:
Name of Water Purveyor: Ute

Applicant Name/Phone Number: Mark Austin / 242-7540
Applicant E-mail: mark@austincivilgroup.com

1. If the project includes one or two-family dwelling(s):
 - a. The maximum fire area (see notes below) for each one or two family dwelling will be 3,500 square feet.
 - b. All dwelling units will , will not include an approved automatic sprinkler system.
Comments: _____
2. If the project includes a building other than one and two-family dwelling(s):
 - a. List the fire area and type of construction (See International Building Code [IBC]) for all buildings used to determine the minimum fire flow requirements: 5,000 SF Commercial Bldgs -
 - b. List each building that will be provided with an approved fire sprinkler system: _____
3. List the minimum fire flow required for this project (based on Appendix B and C in the International Fire Code [IFC]): 1,500 gpm

Comments: _____

Notes:

Fire Area: The aggregate floor area enclosed and bounded by fire walls, fire barriers, exterior walls or horizontal assemblies of a building. Areas of the building not provided with surrounding walls shall be included in the fire area if such areas are included within the horizontal projection of the roof or floor next above.

Fire Flow Rule: The City's Fire Code³ sets minimum fire flows for all structures. In general, at least 1,000 gpm at 20 p.s.i. is required for residential one or two family dwellings up to 3,600 square feet (sf) of fire area. For dwellings greater than 3,600 sf of fire area or all commercial structures, the minimum fire flow is 1,500 gpm at 20 p.s.i. (See Fire Flow Guidance Packet⁴). Inadequate fire flows are normally due to water supply pipes that are too small or too little water pressure, or a combination of both.

Applicant/Project Engineer: Refer to City of Grand Junction most recently adopted IFC, Appendix B and C, [IFC 2012] to determine the minimum fire flow required for this project, based on the Water Purveyor's information (*i.e.*, location, looping and size of water lines; water pressure at the site, etc.) and the type, density and location of all structures. Base your professional judgment on the City approved utility plans and Water Provider information shown on this Form. Each time the utility plans/other information relating to treated water changes, resubmit this form just as you did the first time.

End of Section A. Section B continues on the next page

Grand Junction Fire Department New Development Fire Flow Form

SECTION B

[To be completed by the Water Supplier]

Attach fire flow test data for the hydrants

Failure to attach the fire flow test data and/or diagram may delay your project review.

1. Circle the name of the water supplier: **Ute** Clifton Grand Junction
2. List the approximate location, type and size of supply lines for this project, or attach a map with the same information:
See Attached Map

3. Attach the fire flow test data @ 20 p.s.i. for the fire hydrants nearest to the development/project that must be use to determine available fire flow. Test data is to be completed within the previous 12 months or year. Identify the fire hydrants used to determine the fire flow:

See Attached Results

[Or: 1. attach a map or diagram with the same information, or 2. attach a map/diagram with flow modeling information.]

4. If new lines are needed (or if existing lines must be looped) to supply the required fire flows, or if more information is needed to state the available minimum g.p.m. @ 20 p.s.i. residual pressure, please list what the applicant/developer must do or obtain: _____

Print Name and Title of Water Supplier Employee completing this Form:

Dusty kriegshauser Maintenance I/Hydrants

Date: 5/3/2019

Contact phone/E-mail of Water Supplier: 242-7491 hydrant@utewater.org

Note: Based on the facts and circumstances, the Fire Chief may require the applicant/developer to engage an engineer⁵ to verify/certify that the proposed water system improvements, as reflected in the approved utility plans submitted in support of the application/development, will provide the minimum fire flows to all structures in this project. If required, a State of Colorado Licensed Professional Engineer shall submit a complete stamped-seal report to the Grand Junction Fire Department. All necessary support documentation shall be included.

¹ There are three drinking water suppliers: Ute Water 970-242-7491, Clifton Water 970-434-7328 and City of Grand Junction water 970-244-1572.

² Address: City – 250 N 5th St, Grand Junction, CO 81501; County – PO Box 20000, Grand Junction, CO 81502

³ International Fire Code, 2012 Edition

⁴ <http://www.gjcity.org/residents/public-safety/fire-department/fire-prevention-and-contractors/>

⁵ City Code defines engineer as one who is licensed as a P.E. by the state of Colorado.

Fire Flow Hydrant Master With Graph



Company Name: Ute Water Conservancy District
Address: 2190 H 1/4 Rd
City: Grand Junction
State: Colorado
Zip: 81505

Test Date: 5/3/19 12:00 am

<u>NFPA Classification:</u>	
Blue	AA
4491.12	

Work Order: 841
Operator: Dusty K, Cody W

Test did not reach recommended drop of 25% per NFPA 291

Test Hydrant: 4334
Address: _____ G Rd
Cross Street: _____
Location: _____
District: _____
Sub-Division: Community Health & Wellness Sub

Latitude: 706037.975
Longitude: 4331184.666
Elevation: 4546.63
State X / Y: _____ / _____

Pumpers:

Nozzles:

Open Dir:

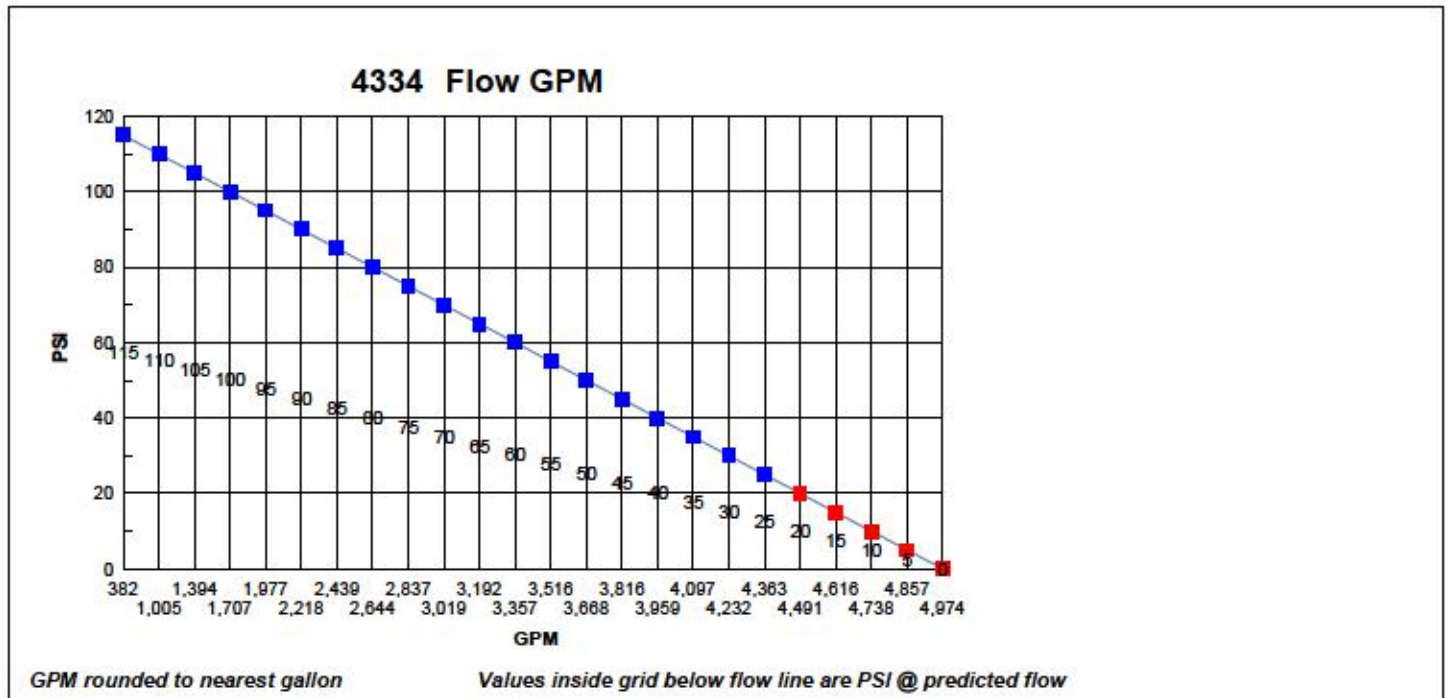
Manuf: Kennedy
Model: Guardian

Installed: 01/01/2012
Main Size: 0.00

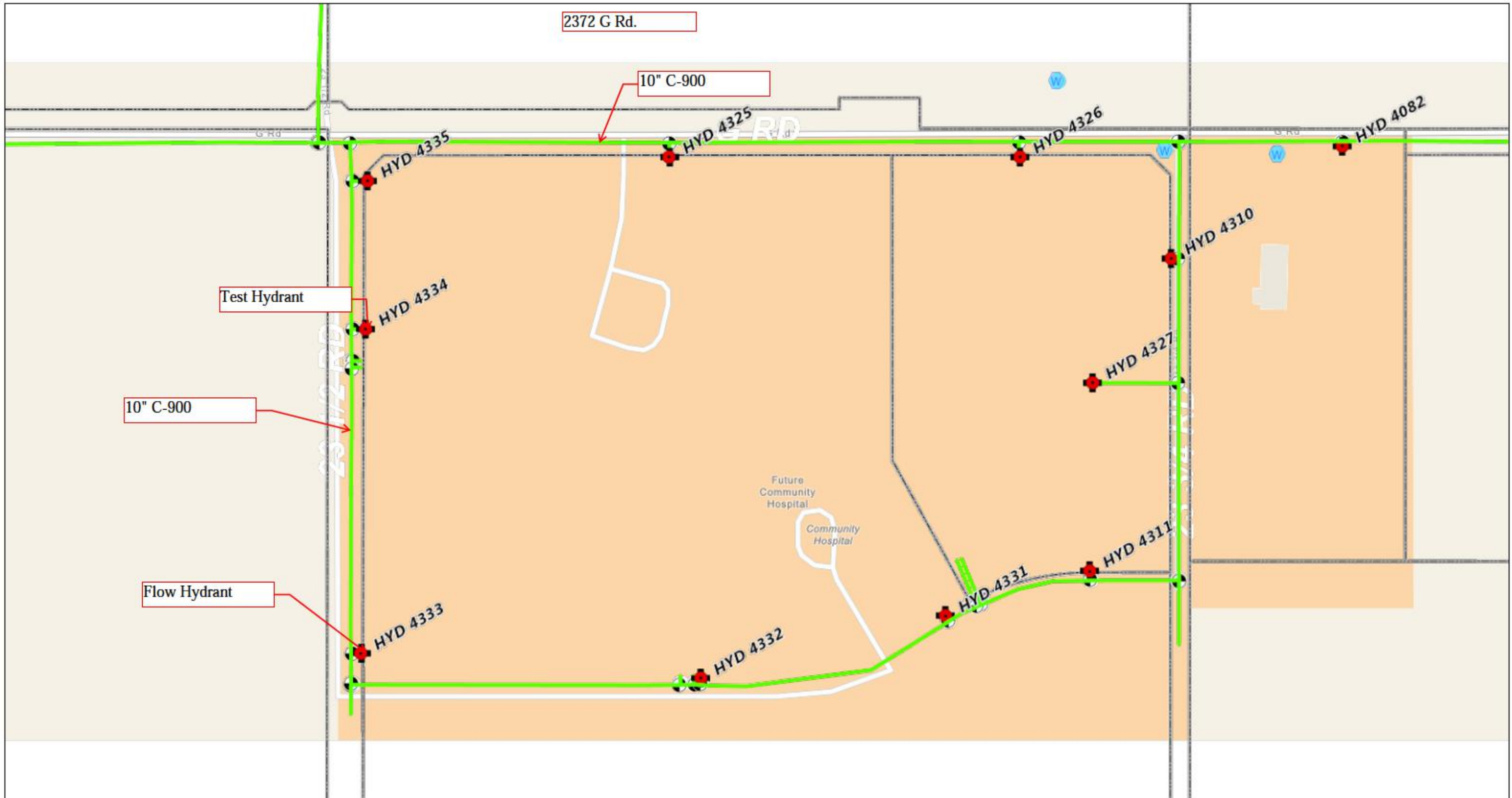
Vandal Proof:
Bury Depth: 0.00

	<u>Flow Hydrant</u>	<u>Flow Device</u>	<u>Diameter</u>	<u>GPM</u>	<u>Gallon Used</u>
1:	4333	2.5" Hose Monster	2.50	1250.89	6254.45
2:					
3:					
4:					
5:					

Pitot / Nozzle PSI: 55.00	Total Gallons Used: 6254.45
Static PSI: 116.00	Max GPM during test: 1,250.89
Residual PSI: 107.00	Elapsed Time Min:Sec: 5 : 0
Percent Drop: 7.76	Predicted GPM @ 20 PSI: <u>4491.12</u>

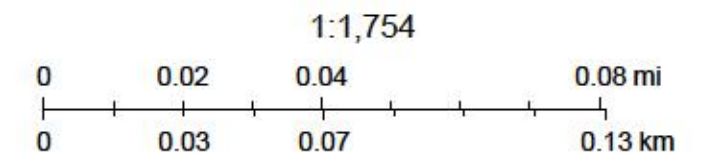


2372 G Rd



May 3, 2019

- | | | | | |
|------------------------|----------------|------------------|----------------------|--------------|
| Inclusion Area Hatched | Sample Station | 1" thru 4" | System Valves | Regulator |
| Inclusion Boundary | Lateral Lines | Cathodic Station | Gate Valve | Fire Hydrant |
| Tanks | Mains | Control Valve | Ball Valve | Parcels |
| Fill Station | 12" Larger | Curb Stop Valve | Butterfly Valve | Roads |
| | 6" thru 10" | | Meter | |



Ute Water, Mesa County

HALANDRAS NEIGHBORHOOD MEETING
March 7, 2019 @ 5:15pm
NOTES

A Neighborhood Meeting was held on March 7, 2019 regarding an amendment to the ONEWEST Development PD and ODP on property located at 2350 Highway 6 and 50 between 23¼ and 23¾ Roads, from G Road to Highway 6 and 50, Grand Junction, Colorado

In Attendance:

Representatives: Douglas Gilliland (Taurus Investment Holdings LLC)
Ted Ciavonne (Ciavonne, Roberts & Associates Inc.)
Mallory Reams (Ciavonne, Roberts & Associates Inc.)
Dave Thornton (City of Grand Junction)

About 5 Neighbors attended the meeting and had only one question:

- If all goes as planned, when will development start? – **As soon as the process allows. If everything goes smoothly, possibly as early as next year. This is a 10-20 year project from start to finish.**

SIGN-IN SHEET

NEIGHBORHOOD MEETING

Thursday March 7, 2019 @ 5:15pm

FOR: PD Amendment @ 2350 Highway 6 and 50 between 23 $\frac{1}{4}$ and 23 $\frac{3}{4}$
Roads, from G Road to Highway 6 and 50

NAME	ADDRESS	PHONE # / EMAIL
TED CAVONNE	222 N. 7 TH ST.	tedcavonne.com
Dave Marsh	670 23 Road	dmarsh@wsiron.com
Douglas Gilliland	9285 Huntington Sq. N. Richland Hills TX	dougilliland@tiholdings.com
Joe Clemen	2454 Peterson, G.S PO 76183	joe@cplawfirm.net
RICHARD DAVIS	2377 F $\frac{1}{2}$ Rd. G.J., CO 81505	RICK@MUCGJ.COM
Ray Rickard	2152 E. Road GJ CU	ray@gjproperties.com
Mik Singh	2122 Hwy 645	971 245 21 X M. K. B. SCOTT EVS 244-1450
DAVID THORNTON	250 N. 5 TH ST	

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Club Deal 127 Merit Grand Junction c/o Taurus ^{of Texas GP} ("Entity") is the owner of the following property:

(b) 2372 G Road GJ CO 81505 (2701-324-00-097)

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

My legal authority to bind the Entity both financially and concerning this property is unlimited.

My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

[Empty box for limited authority details]

The Entity is the sole owner of the property.

The Entity owns the property with other(s). The other owners of the property are:

[Empty box for other owners]

On behalf of Entity, I have reviewed the application for the (d) Rezone, ODP, FLU Map Amendment

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) none

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: Doug Gilliland

Printed name of person signing: Doug Gilliland

State of Texas)

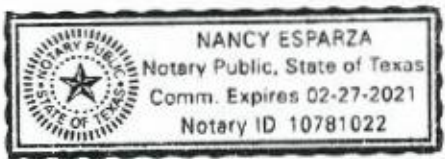
County of Travis) ss.

Subscribed and sworn to before me on this 15th day of March, 2019

by Doug Gilliland

Witness my hand and seal.

My Notary Commission expires on 02-27-2021



Nancy Esparza
Notary Public Signature

Instructions

An ownership statement must be provided for each and every owner of the property.

- (a) Insert complete name of owner as it appears on deed by which it took title. If true name differs from that on the deed, please provide explanation by separate document
- (b) Insert legally sufficient description of land for which application has been made to the City for development. Include the Reception number or Book and Page for recorded information. Assessor's records and tax parcel numbers are not legally sufficient description. Attach additional sheet(s) as necessary, and reference attachment(s) here. If the legal description or boundaries do not match those on the plat, provide an explanation.
- (c) Insert title/capacity within the Entity of person who is signing.
- (d) Insert the type of development application request that has been made. Include all pending applications affecting the property.
- (e) Insert name of all other owners, if applicable.
- (f) Insert the type of development application request(s) that has/have been made. Include all pending development applications affecting the property.
- (g) Explain the conflict and/or possible conflict and describe the information and/or evidence available concerning the conflict and/or possible conflict. Attach copies of written evidence.

3 PAGE DOCUMENT

WARRANTY DEED

This Warranty Deed made this 16 day of Sept., 2015 by and between **Club Deal 127 Merk Grand Junction, Limited Partnership, a Delaware Limited Partnership, ("Grantor")**, whose address is 610 N. Wymore Road, Suite 200, Maitland, FL 32751, for and in consideration of Ten and 00/100 Dollars, (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to the **City of Grand Junction, a Colorado home rule municipality, ("Grantee")**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, its successors and assigns forever, the following described tract or parcel of land for Public Roadway Right-of-Way purposes, as described on attached Exhibit "A" and depicted in attached Exhibit "B" incorporated herein.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 16th day of September, 2015.

Club Deal 127 Merk Grand Junction, Limited Partnership,
a Delaware Limited Partnership, by CD 127 GP, LLC,
a Delaware Limited Liability Company

By: *Douglas H. Gilliland*
Douglas H. Gilliland
Manager of CD 127 GP, LLC

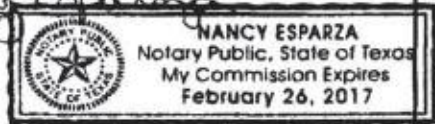
By: *Linda G. Kassof*
Linda G. Kassof
Manager of CD 127 GP, LLC

State of Texas)
County of Tarrant)ss

The foregoing instrument was acknowledged before me this 16th day of September 2015 by Douglas H. Gilliland, as Manager of CD 127 GP, LLC, a Delaware Limited Liability Company, the General Partner of Club Deal 127 Merk Grand Junction Limited Partnership, a Delaware Limited Partnership.

My commission expires 2/26/2017
Witness my hand and official seal.

Nancy Esparza
Notary Public



State of Florida)
County of Orange)ss

The foregoing instrument was acknowledged before me this 15 day of September 2015 by Linda G. Kassof, as Manager of CD 127 GP, LLC, a Delaware Limited Liability Company, the General Partner of Club Deal 127 Merk Grand Junction Limited Partnership, a Delaware Limited Partnership.

My commission expires 10/18/2018
Witness my hand and official seal.

Veronika Davis
Notary Public



SHEET 1 OF 3

EXHIBIT "A"

2701-324-00-097
RIGHT OF WAY

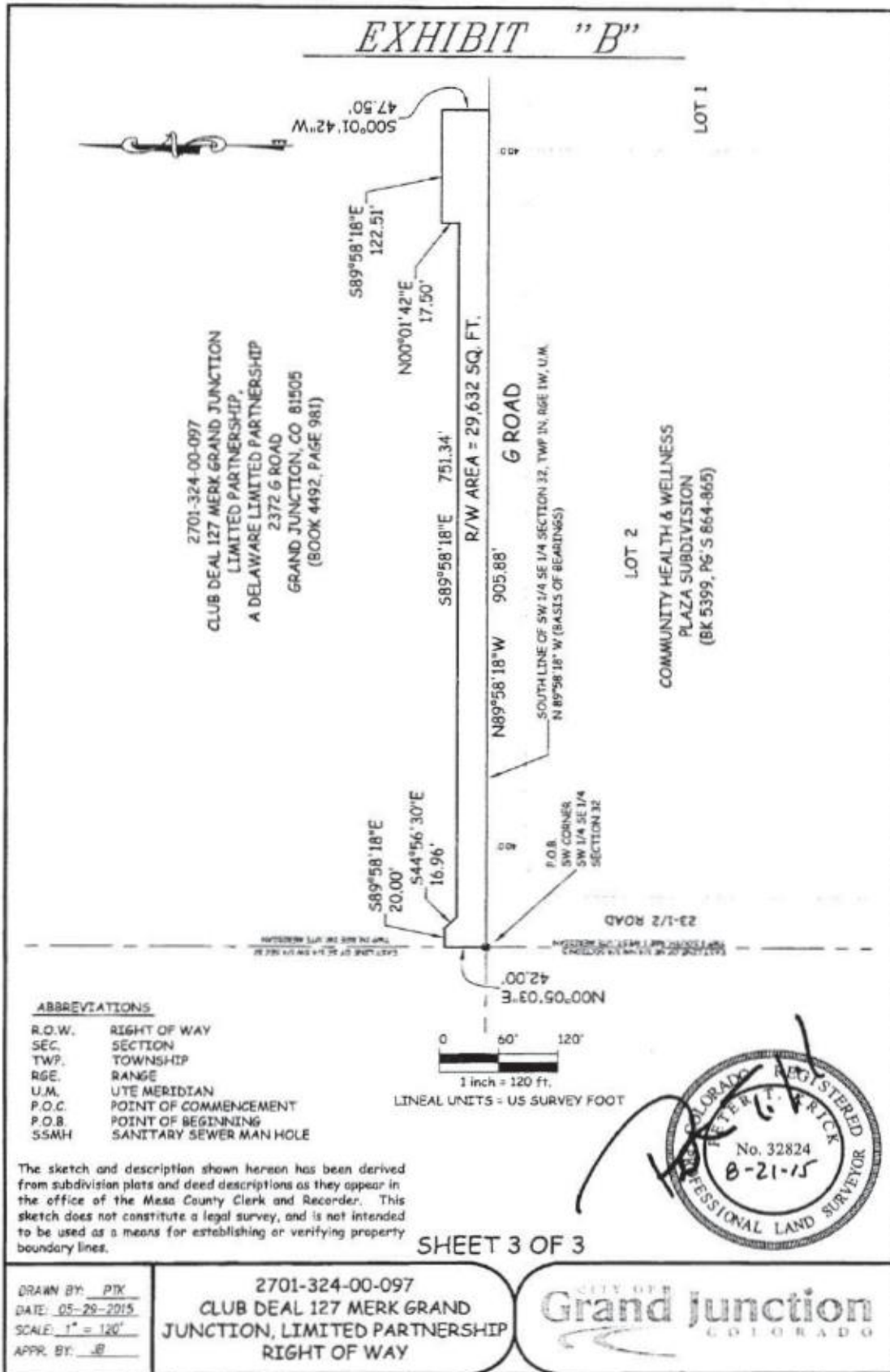
A certain parcel of land lying in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 32, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of the SW 1/4 SE 1/4 of said Section 32 and assuming the South line of the SW 1/4 SE 1/4 of said Section 32 bears N 89°58'18" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 00°05'03" E, along the West line of the SW 1/4 SE 1/4 of said Section 32, a distance of 42.00 feet; thence S 89°58'18" E, a distance of 20.00 feet; thence S 44°56'30" E, a distance of 16.96 feet; thence S 89°58'18" E, along a line 30.00 feet North of and parallel with, the South line of the SW 1/4 SE 1/4 of said Section 32, a distance of 751.34 feet; thence N 00°01'42" E, a distance of 17.50 feet; thence S 89°58'18" E, along a line 47.50 feet North of and parallel with, the South line of the SW 1/4 SE 1/4 of said Section 32, a distance of 122.51 feet; thence S 00°01'42" W, a distance of 47.50 feet; thence N 89°58'18" W, along the South line of the SW 1/4 SE 1/4 of said Section 32, a distance of 905.88 feet, more or less, to the Point of Beginning.

CONTAINING 29,632 Square Feet or 0.680 Acres, more or less, as described.

Authored by: Peter T. Krick
City Surveyor
City of Grand Junction

EXHIBIT "B"



2 PAGE DOCUMENT

918147

WARRANTY DEED

Grantor(s), WDM Corporation, a Colorado corporation whose address is 2525 N 8th Street, Grand Junction, CO 81501, for the consideration of Seven Million Nineteen Thousand Six Hundred and no/100s in hand paid, hereby sell(s) and convey(s) to Club Deal 127 Merk Grand Junction, Limited Partnership, a Delaware limited partnership

whose legal address is 1350 East Newport Center Drive, Suite 206, Deerfield Beach, FL 33442, County of Broward, and State of Florida the following real property in the County of MESA, and State of Colorado, to wit:

The Southwest 1/4 of the Southeast 1/4 of Section 32, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado.

also known as street and number: 2372 G Road, Grand Junction, CO 81505

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 2007, payable in 2008 and all subsequent years and the items shown on Exhibit "A" attached hereto and made a part hereof.

Signed this 3rd day of August, 2007.

WDM Corporation
William D. Merkel
By: William D. Merkel, President

STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 3rd day of August, 2007 by William D. Merkel, President of WDM Corporation, a Colorado corporation.

My commission expires: 1/13/2011

Witness my hand and official seal.
Scott D. Williams
Notary Public

*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

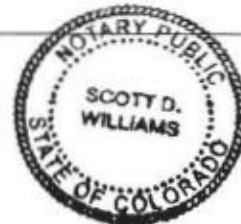


Exhibit "A" Permitted Exceptions

1. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded June 24, 1908 in Book 70 at Page 451.
2. Easement and right of way for the installation, operation maintenance of a drain pipe line as granted to the Grand Junction Drainage District recorded August 10, 1982 in Book 1386 at Page 389.
3. Road on the South (G Road) as declared to be a Public Highway by order of the Board of County Commissioners of Mesa County, Colorado dated March 11, 1890 and recorded August 7, 1957 in Book 714 at Page 521.
4. Any and all rights of way for 23 1/2 Road on the West.
5. Any rights of way for Drain Ditches as disclosed on Alta/Acsm Land Survey of D H Surveys Inc., dated August 14, 2006.

2 PAGE DOCUMENT

918147

WARRANTY DEED

Grantor(s), **WDM Corporation** a Colorado corporation whose address is **2525 N 8th Street, Grand Junction, CO 81501**, for the consideration of **Seven Million Nineteen Thousand Six Hundred and no/100s** in hand paid, hereby sell(s) and convey(s) to **Club Deal 127 Merk Grand Junction, Limited Partnership, a Delaware limited partnership** whose legal address is **1350 East Newport Center Drive, Suite 206, Deerfield Beach, FL 33442**, County of **Broward**, and State of **Florida** the following real property in the County of **MESA**, and State of **Colorado**, to wit: **The Southwest 1/4 of the Southeast 1/4 of Section 32, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado.**

NOTE: This deed has been re-executed and is being re-recorded solely to correct paragraphs 3, 4 and 5 of Exhibit "A" Permitted Exceptions as attached to that certain Warranty Deed filed of record in Book 4485 at Page 756, of the Official Records of Mesa County, Colorado.

also known as street and number: **2372 G Road, Grand Junction, CO 81505** with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 2007, payable in 2008 and all subsequent years and the items shown on Exhibit "A" attached hereto and made a part hereof. Signed this 10th day of **August, 2007**.

WDM Corporation
William D. Merkel
By: **William D. Merkel, President**

STATE OF COLORADO,
County of **Mesa** } ss.

The foregoing instrument was acknowledged before me this 10th day of **August, 2007** by **William D. Merkel, President of WDM Corporation, a Colorado corporation.**

My commission expires: **1/13/2011** Witness my hand and official seal.
Scott D. Williams
Notary Public

*If in Denver, insert "City and".
Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)



Exhibit "A" Permitted Exceptions

1. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded June 24, 1908 in Book 70 at Page 451.
2. Easement and right of way for the installation, operation maintenance of a drain pipe line as granted to the Grand Junction Drainage District recorded August 10, 1982 in Book 1386 at Page 389.
3. Road across the South 30 feet of subject property (G Road) as declared to be a Public Highway by order of the Board of County Commissioners of Mesa County, Colorado dated March 11, 1890 and recorded August 7, 1957 in Book 714 at Page 521.
4. Any and all rights of way for 23 1/2 Road across the West 30 feet of subject property.
5. Easements to Grand Junction Drainage District for Drain Ditches across the West, East and South sides of subject property, as disclosed on Alta/Acsm Land Survey of D H Surveys Inc., dated August 14, 2006.

All references herein are to the Official Records of Mesa County, Colorado unless otherwise noted

Sheila Reiner, Mesa County Treasurer
544 Rood Ave - Grand Junction CO 81501
Dept. 5027 - PO Box 20,000 - Grand Junction CO 81502-5001
Phone Number: (970) 244-1824

Account Number R017823
 Acres 39.260
 Assessed To

Parcel 270132400097

CLUB DEAL 127 MERK GRAND JUNCTION
 C/O-TAURUS OF TEXAS G P
 9285 HUNTINGTON SQ
 NORTH RICHLAND HILLS, TX 76182

Legal Description	Situs Address
SW4SE4 SEC 32 1N 1W UM EXC R.O.W. RECD B-5773 P-583 R-2737632 MESA CO RECDS - 39.26AC	2372 G RD

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2018	\$1,157.12	\$0.00	\$0.00	(\$578.56)	\$578.56
Total Tax Charge					\$578.56
First Half Due as of 05/31/2019					\$0.00
Second Half Due as of 05/31/2019					\$578.56

Tax Billed at 2018 Rates for Tax Area 10301 - 10301

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.2560000	\$4.16	GRAZING LAND - AG	\$760	\$220
MESA CNTY ROAD & BRIDGE-GRA	0.2215000	\$3.60	FARM/RANCH - IMP	\$94,870	\$6,830
CITY OF GRAND JUNCTION	8.0000000	\$129.92	FARM/RANCH SUPPORT BLDG	\$31,690	\$9,190
GRAND RIVER MOSQUITO CONTRO	1.4520000	\$23.58			
GRAND VALLEY DRAINAGE DISTR	1.8600000	\$30.21	Total	\$127,320	\$16,240
LIBRARY DISTRICT	3.0590000	\$49.68			
COUNTY - DEVELOP DISABLED	0.2840000	\$4.61			
COUNTY GENERAL FUND	9.2680000*	\$150.49			
COUNTY ROAD & BRIDGE-1/2 LE	0.2215000	\$3.60			
SOCIAL SERVICES	2.3600000	\$38.33			
COUNTY TRANSLATOR TV FUND	0.0020000	\$0.03			
SCHOOL DIST# 51 GENERAL	24.3280000	\$395.08			
SCHOOL DIST# 51 BOND	10.3380000	\$167.89			
SCHOOL DIST# 51 OVERRIDE 96	2.8720000	\$46.64			
SCHOOL DIST# 51 2006 OVERID	2.3730000	\$38.54			
SCHOOL DIST# 51 2017 OVERRI	3.8570000	\$62.64			
UTE WATER CONSERVANCY	0.5000000	\$8.12			
Taxes Billed 2018	71.2520000	\$1,157.12			

* Credit Levy

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING THE CLUB DEAL 127- MERK GRAND JUNCTION LP
DEVELOPMENT
TO A PD (PLANNED DEVELOPMENT) ZONE,
BY APPROVING AN OUTLINE DEVELOPMENT PLAN FOR POD 5,
WITH A DEFAULT ZONE OF BP (BUSINESS PARK MIXED USE)**

LOCATED AT 2372 G ROAD

Recitals:

The applicant and owner, CD 127 Merk Grand Junction Development owner of 39.2 acres of land at 2372 G Road, (referred to herein and more fully described below as the "Property"), propose a rezone from Mixed Use (MU) to Planned Development (PD) and approval of an Outline Development Plan (ODP).

A request to rezone to PD and approval of an ODP with default zone of BP (Business Park Mixed Use) and with specific deviations from the default zone has been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance will establish the standards, default zoning, and adopt the Outline Development Plan for the "Property". If this approval expires or becomes invalid for any reason, the "Property" shall be fully subject to the default standards specified herein.

The City Council finds, after a public hearing and review of the proposed Rezone to Planned Development (PD) with its Outline Development Plan (ODP), determined that they satisfy the applicable criteria of the Code and are consistent with the purpose and intent of the Comprehensive Plan.

The Planning Commission found in a public hearing held on August 27, 2019, and the City Council hereby finds, in recommending and approving this Rezone to Planned Development (PD) and the Outline Development Plan (ODP) adopted therewith, the PD zoning ordinance and ODP satisfied the criteria of the Code, was consistent with the purpose and intent of the Comprehensive Plan, and achieved long-term community benefits through the provision of transportation amenities. They also find the minimum density of the default zone shall not apply. The following findings of fact have been made:

1. The Outline Development Plan conforms with the requirements of Section 21.02.150 (b) (2) of the Grand Junction Zoning and Development Code, including meeting more than one of the rezoning criteria provided in Section 21.02.140.

2. With an increase in residential housing options the PD and Plan achieves additional long-term community benefits by providing needed housing types and mix and reducing traffic demands.
3. Pursuant to 21.05.040(g) Deviation from Development Default Standards, it has been found to provide amenities in excess in what would otherwise be required by the code.
4. The Planned Development is consistent with the vision, guiding principles, goals and policies of the Comprehensive Plan.

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

A. This Ordinance applies to the following described property: The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado.

B. The Community Pod 5 Outline Development Plan (ODP) is approved with the Findings of Fact/Conclusions, and Conditions listed in the Staff Report dated **August 27**, 2019 and including attachments and Exhibit A and Exhibit B attached to this ordinance.

C. Purpose

The proposed Planned Development will provide for a mix of office park employment centers, health care facilities, retail services, light manufacturing, multifamily residential, attached residential, and detached residential uses with appropriate screening, buffering and open space, and other amenities such as common landscape and streetscape character and a transportation corridor for non-motorized transportation within "The Community" Planned Development.

D. Unified Development

The project will be developed over time in a phased fashion, but in a unified manner with similar architectural styles and themes throughout. Pod 5 will be unified with the other four Pods previous approved in "The Community". In addition, detached sidewalks, where appropriate, along the arterial frontages are intended to provide for a safe multi-modal transportation haven and provide access to uses within the development. These detached sidewalks will also provide connectivity from the development to other existing and future points of interest adjacent to the subject property.

E. Default Zones

The default land use zone is BP (Business Park Mixed Use) with deviations contained within this ordinance.

F. Pod Character

The Community Pod 5 will be developed in a manner that is in character to the following primary uses as more particularly detailed in the Pod 5 Use Table:

Pod 5 Uses: Default zone – BP. Pod 5 will generally consist of Multi-Family Residential, Attached and Detached Residential, Hotel/Motel, Restaurants, General Offices, Light Industrial and Medical Office/Clinic. A list of allowed land uses is included under Section G. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 70% of the acreage in Pod 5. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

G. Authorized Uses

1. The list of authorized uses allowed within the BP zone includes only the following, which are allowed without the need for approval of a conditional use permit.

a) Pod 5 – BP Default Zone

- 1) Colleges and Universities
- 2) Multifamily
- 3) Single Family Detached, Single Family Attached, Townhomes, Accessory Dwelling Units, Duplexes, Business Residences
- 2) Vocational, Technical and Trade Schools
- 3) Community Activity Building
- 4) All other Community Service
- 5) Museums, Art Galleries, Opera Houses, Libraries
- 6) General Day Care
- 7) Medical and Dental Clinics
- 8) Physical and Mental Rehabilitation (Resident)
- 9) All other Health Care
- 10) Religious Assembly
- 11) Funeral Homes, Mortuaries, Crematories
- 12) Public Safety and Emergency Response Services
- 13) Hotels and Motels and Lodging
- 14) General Offices
- 15) Health Club
- 18) Drive Through Restaurants
- 19) Drive Through Retail
- 20) Food Service, Catering

- 21) Food Service, Restaurant (including Alcohol Sales)
- 22) Fuel Sales, Automotive/Appliance
- 23) General Retail Sales, Indoor Operations, Display and Storage
- 24) General Retail Sales, Outdoor Operations, Display or Storage
- 26) Personal Services
- 27) All other Retail Sales and Services
- 28) Mini-Warehouse- Self Storage
- 30) Car Wash, Gasoline Service Station
- 37) Bus/Commuter Stops
- 38) Agricultural Uses*
- 39) Government and Public Use Facilities
- 40) Parks and Open Space

* Agricultural Uses including indoor or outdoor activities primarily involving raising, producing or keeping plants or animals but excluding uses such as industrialized agricultural for example feedlots, pig farming, a use of a scale that requires significant structures or accessory structures, or a use that has the propensity to be a significant nuisance such as pig farming or other particularly odiferous. This use is intended to be interim in nature.

b) Uses Not Mentioned

- 1) To change uses from those specified above, the developer must request an amendment consistent to the Zoning and Development Code as amended, to allow a use which is not currently an allowed use for this pod.
- 2) If a question or interpretation arises regarding where, how or whether a proposed use fits into the list of uses found in this section, the Director shall decide if a use not specifically mentioned can reasonably be interpreted to fit into a principal use category or a general use category where similar uses are described as found in the Use Table within the City's Zoning and Development Code.

H. Dimensional and Intensity Standards

Minimum Lot Area	
Pod 5	1,800 sf

Minimum Lot Width	
Pod 5	20 feet

Minimum Street Frontage	
Pod 5	No minimum

Minimum Setbacks	Principle Structure / Accessory Structure
-------------------------	--

Pod 5	
Street (see footnote 1)	10' / 25'
Side / Rear yard	0' except identified Buffer Area is 15' / see default zone for accessory setbacks

Density (Minimum/Maximum)	
Pod 5	5.5 du/ac min. density for Single Family Attached, Single Family Detached, Townhomes, and Duplexes 12 du/ac to 24 du/ac max. for Multi-Family

Maximum Height	
Pod 5	65 feet

Footnotes:

1. Non-Residential buildings shall be setback a minimum of 30 feet from "Arterial" designated right-of-ways.
- I. Deviations from bulk standards from default zones.
1. To provide for flexibility necessary for the unique, efficient and effective design of the site, the following deviations from the default zone standards shall be applied to the site:
 - a. Minimum lot size shall be 1800 sf.
 - b. Minimum lot width shall be 20'.
 - c. Front (street) yard setback shall be 10'.
 - d. Rear yard setback shall be 0'.
- J. Development Schedule, Extensions and Lapse of Plan
1. Development and Phasing Schedule - A Preliminary Development Plan for Pod 5 must be approved within six (6) years of the PD Ordinance. A Final Development Plan and plat shall be approved within eight (8) years for Pod 5 approved with a Preliminary Development Plan, or the ODP will expire and the zoning will revert to the original MU.
 2. Should the Development and Phasing Schedule need to be extended, the city shall consider and hear the request consistent with the provisions of the Code in place at that time. A request for extension shall be timely in that the request shall be received by the City prior to the lapse or expiration of one of the established phasing Thresholds.
 3. Failure to develop the PD and ODP as shown in the adopted Development and Phasing Schedule will result in the lapse of approval of the PD and ODP.

Upon lapse, the zoning of the property will revert back to MU (Mixed-Use) as shown in Exhibits A & B.

K. Other Regulations

- 1, Title 25, 24 Road Corridor Standards of the Zoning and Development Code shall apply, unless otherwise amended by the City.
2. Unless otherwise included in this PD Ordinance, the development regulations, standards and administration contained within Section 21.06 of the Code, as may be amended including any applicable overlay zones apply to this PD and ODP, except the following:
 - a. There are no hours of operations limitations for uses in Pod 5
 - b. Loading docks and trash areas or other service areas shall be located only in the side or rear yards and must be screened from adjacent right-of-ways with either a wall, fence or landscaping.
 - c. Vibration, Smoke, Odor Noise, Glare, Wastes, Fire Hazards and Hazardous Materials. No person shall occupy, maintain or allow any use without continuously meeting the following minimum standards regarding vibration, smoke, odor, noise, glare, wastes, fire hazards and hazardous materials.
 - 1) Vibration: Except during construction or as authorized by the City, an activity or operation which causes any perceptible vibration of the earth to an ordinary person on any other lot or parcel shall not be permitted.
 - 2) Noise: The owner and occupant shall regulate uses and activities on the property so that sound never exceeds sixty-five decibels (65 dB) at any point along the property line.
 - 3) Glare: Lights, spotlights, high temperatures processes or otherwise, whether direct or reflected, shall not be visible from any lot, parcel or right-of-way.
 - 4) Solid and Liquid Waste: All solid waste, debris and garbage shall be contained within a closed and screened dumpster, refuse bin and/or trash compactor. Incineration of trash or garbage is prohibited. No sewage or liquid wastes shall be discharged or spilled on the property.
 - 5) Hazardous Materials: Information and materials to be used or located on the site, whether on a full-time or part-time basis, that are required by the SARA Title III Community Right to Know shall be provided at the time of any City review, including the site plan. Information regarding the activity or at the time of any change of use or expansion, even for existing uses, shall be provided to the Director
 - d. Outdoor Storage and Display: Outdoor storage shall only be located in the rear half of the lot. Permanent display areas may be located beside or

behind the principal structure. For lots with double or triple frontage the side and rear yards that are to be used for permanent display areas shall be established with site plan approval. Portable display of retail merchandise may be permitted as provided in GJMC 21.04.040(h).

3. Signage regulations and standards contained within Section 21.06 of the GJMC shall apply with the following modifications:
 - a. A sign package will be required as part of each Final Development Plan and/or Site Plan.
 - b. New Outdoor Advertising Signs (Billboards) within the PD will not be permitted.

L. All applications for the development of the property (subdivision, site plans, etc.) shall be subject to the Code in effect at the time of submittal, including the standards of this ODP and the PD Ordinance as may be amended.

Introduced for first reading on this _____ day of _____, 2019 and ordered published in pamphlet form.

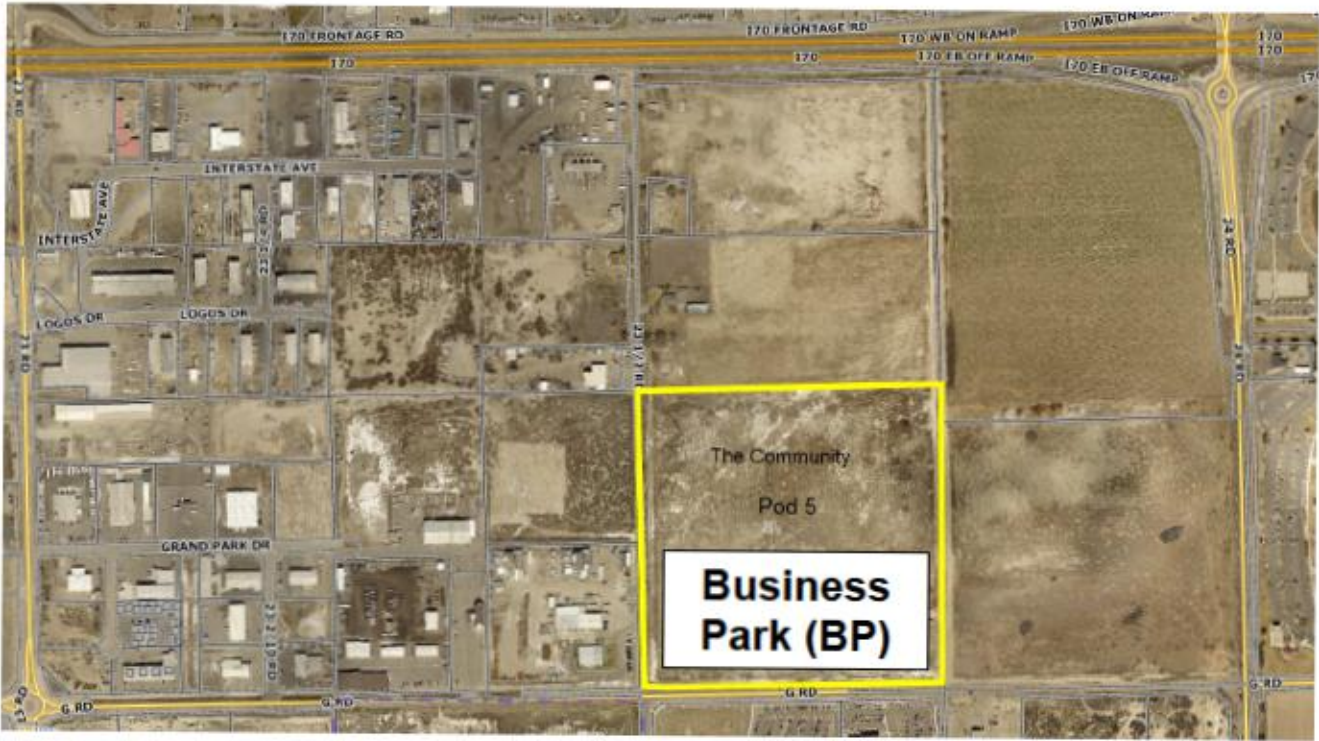
PASSED and ADOPTED this _____ day of _____, 2019 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk

EXHIBIT B
Default Zone





Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: September 4, 2019

Presented By: Jay Valentine, General Services Director

Department: General Services

Submitted By: Jay Valentine

Information

SUBJECT:

Authorize the City Manager to Enter into a Community Solar Garden Subscription Agreement with Oak Leaf Energy Partners

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Oak Leaf Energy Partners is offering the City a subscription to a new solar garden featuring a large low income component. The Grand Junction Housing Authority board has approved participation in this garden that will bring them to 100% renewable. Oak Leaf is proposing that the City of Grand Junction subscribe to 40% of the power produced to bring Two Rivers Convention Center to 100% renewable. The savings resulting from this subscription is estimated at approximately \$488,000 over the 20-year subscription period.

BACKGROUND OR DETAILED INFORMATION:

Oak Leaf Energy Partners is offering the City a subscription to a new solar garden featuring a large low income component. The Grand Junction Housing Authority board has approved participation in this garden that will bring them to 100% renewable. Oak Leaf is proposing that the City of Grand Junction subscribe to 40% of the power produced to make Two Rivers Convention Center 100% renewable resulting in an estimated savings of approximately \$488,000 over the 20-year subscription period.

In 2012, Xcel Energy released its Solar* Rewards Community Program to provide incentives to stimulate the development of community solar gardens in its service

territory. A community solar garden operates at a centralized location, generating energy that is sold directly to Xcel via an energy procurement agreement. Each kWh produced generates a “virtual net metering” credit and a renewable energy certificate. Subscribers to the solar garden purchase power from the solar provider and receive a credit from Xcel on their monthly utility statement. Subscribers to a solar garden are allowed to take up to 40% of the power produced, and must enter into a 20-year lease. Typically, 5% of any garden must be allocated to low-income subscribers. This garden, however, will provide at least 25% of the power produced to low income organizations.

The City is currently a subscriber to the first Community Solar Garden developed in Mesa County by Ecoplexus/Fresh Air Energy VIII, LLC, located on School District owned property in Pear Park (D ¼ Road and 29 Road). The City subscribes to 23% of the 2 MW project and has realized significant savings based on credits received from Xcel Energy for the subscribed accounts, approximately \$80,000 annual savings.

The City also subscribes to 32% of the Oak Leaf Community Solar Garden located at Cameo that benefits the Police building and the Water Treatment Plant and is resulting in an estimated savings of approximately \$27,300 annually. The Cameo solar garden agreement provides for 57% of the Police building’s energy usage and 100% of the Water Treatment Plant’s remaining energy usage that is not already covered by the on-site solar system.

FISCAL IMPACT:

This Community Solar Garden opportunity will save the City approximately \$488,000 over the 20-year period. The payment to Oak Leaf in year 1 is approximately \$78,000 and assumes a 1.35% price increase annually. The average credit to the City from Xcel is approximately \$82,000 in year 1 and assumes a 3.1% annual credit increase.

SUGGESTED MOTION:

I move to authorize the City Manager to enter into a Community Solar Garden Subscription Agreement with Oak Leaf Solar Energy Partners.

Attachments

1. Oak Leaf - City of Grand Junction Subscription Agreement - SRC068903 - Draft

COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT

This Community Solar Garden Subscription Agreement (“Agreement”) is made and entered into by and between Oak Leaf Solar 43 LLC (“Operator”) a Colorado limited liability company with offices at 2645 E. 2nd Avenue, Suite 206, Denver, CO 80206, or its successors and assigns and the City of Grand Junction, (“Subscriber”) a municipal corporation jointly referred to as the “Parties.”

Recitals

WHEREAS, Operator intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Exhibit C; and

WHEREAS, the Parties intend that, pursuant to the Tariff and the Power Purchase Agreement (“Producer Agreement”), the System will qualify as a Community Solar Garden and will generate Bill Credits to be applied to Subscriber’s monthly invoices from Public Service Company of Colorado for retail electric service for Subscriber Meters; and

WHEREAS, Subscriber is willing to purchase, or pay to be allocated, Subscriber’s Allocated Percentage as described in Exhibit C of the Delivered Energy to be generated by the System commencing on the Commercial Operation Date and continuing through the Term, and Operator is willing to sell, or cause to be allocated, Subscriber’s Allocated Percentage of the Delivered Energy to be generated by the System to Subscriber commencing on the Commercial Operation Date and continuing through the Term, as provided under the terms of this Agreement; and

WHEREAS, this Agreement is for Community Solar Garden SRC068903.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

Capitalized terms are defined as follows:

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

“Agreement” or “Contract” means the Community Solar Garden Subscription Agreement which consists of this agreement and all exhibits.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, permit, authorization, guideline, Governmental Approval, consent or requirement of the federal government or the State of Colorado, enforceable at law or in equity, including the interpretation and administration thereof by such authority.

“Bankruptcy Event” means with respect to a Party, that either: (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of 60 days.

“Bill Credit” means the monetary value of the electricity generated by the Solar System commensurate with Subscriber’s Allocated Percentage, as calculated pursuant to the Producer Agreement and the Tariff, and credited to Subscriber by Public Service Company of Colorado (“PSCO”) on its monthly invoice for electric service for the Subscriber Meters in accordance with the Producer Agreement.

“Bill Credit Rate” means the rate in the PSCO community solar garden tariff assigned to the Subscriber’s meter(s).

“Billing Cycle” means the monthly billing cycle established by PSCO.

“Business Day” means any day other than Saturday, Sunday, or a legal holiday.

“Community Solar Garden” means a community solar garden that qualifies for the Solar*Rewards Community Program as set forth in C.R.S. §40-2-127, et seq., and Rule 3665, 4 CCR 723-3, related PUC orders and the Tariff.

“Construction Commencement” means the date on which the Operator issues a notice to proceed under the applicable construction contract for the System.

“Date of Commercial Operation” means the first day of the first full calendar month upon which commercial operation is achieved following completion of all Interconnection Agreement requirements and processes, as defined by the Producer Agreement executed by the Operator and PSCO.

“Delivered Energy” means the amount of alternating current (AC) energy generated by the System as inverted to AC and delivered to PSCO at the Production Meter (as defined in the Producer Agreement).

“Early Termination Date” means any date the Agreement terminates other than for expiration of the Term.

“Effective Date” means the date on which the Agreement is signed by authorized representatives of both Parties in accordance with Section 2.1.

“Environmental Attributes” means, without limitation, carbon trading credits, Renewable Energy Credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

“Estimated Remaining Payments” means as of any date, the estimated remaining Payments to be made through the end of the Term, as reasonably determined and supported by Operator.

“Event of Non-Appropriation” means an appropriation and resulting encumbrance for this Agreement is not made for a fiscal year by the Subscriber.

“Expiration Date” means the date the Agreement terminates by reason of expiration of the Term.

“Financing Party” or “Lender” means, as applicable (i) any Person (or its agent) from whom Operator (or an affiliate of Operator) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Operator (or an Affiliate of Operator) with respect to the System.

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, “Force Majeure Event” shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of Operator or as a result of such Party’s failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Subscriber is a Governmental Authority and Subscriber is the Party whose performance is affected by such action nor inaction); and (vi) any event of force majeure under the Producer Agreement. A Force Majeure Event shall not be based on the economic hardship of either Party.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means any federal, state, regional, county, town, city, watershed district, park authority, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Operator at the Premises.

“Interconnection Agreement” means the Interconnection Agreement entered into or to be entered into between Operator and PSCO as required by the Producer Agreement.

“Interconnection Obligations” means all costs, fees, charges and obligations required to connect the System to the PSCO distribution system, including fees associated with system upgrades, production, and operation and maintenance carrying charges, as provided in the Interconnection Agreement.

“PSCO” means PSCO, a Colorado Corporation and any successor thereto and Xcel Energy Inc., to the extent it has control over PSCO’s business.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Producer Agreement” means the Solar*Rewards Community Producer Agreement to be entered into by and between Operator and PSCO whereby PSCO agrees to purchase all of the energy produced by the Community Solar Garden and to pay for such energy by providing Bill Credits to Subscriber (and other Subscribers). A copy of the Producer Agreement will be attached to this Agreement as Exhibit G.

“Premises” means the premises described in Exhibit C.

“PUC” means the Colorado Public Utilities Commission.

“Solar Incentives” means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies and all other solar or renewable energy subsidies and incentives.

“Subscriber’s Allocated Percentage” means Subscriber’s allocated portion, stated as a percentage, of the Delivered Energy in a given month, as described in Exhibit C.

“Subscriber Meters” means the meters associated with specific subscriber PSCO accounts/premises listed in Exhibit I as updated from time to time by the Parties.

“Stated Rate” means a rate per annum equal to one and one-half percent per month or as otherwise established by Colorado Statute.

“System” or “Solar System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Exhibit C.

“System Operations” means Operator’s operation, maintenance and repair of the System performed in accordance with the requirements of this Agreement.

“Tariff” means the Solar*Rewards Community Program tariff in PSCO’s rate book.

2. TERM AND TERMINATION.

2.1 Effective Date. This agreement is effective upon signature by authorized representatives of both Parties to the agreement.

2.2 Term. The term of the Agreement begins on the Effective Date and continues for 20 years from the Commercial Operation Date, unless terminated earlier under the provisions of this Agreement. Without limiting either Party's termination rights elsewhere in this Agreement, this Agreement will terminate if (i) Subscriber has moved out of or relocated from the county in which the Solar System is located or relocated from the PSCO service territory, and has not, within 90 days after such move or relocation, assigned this Agreement in accordance with the provisions of Section 12.2, or (ii) the Producer Agreement is otherwise terminated.

2.3 Operator Termination Before Commercial Operation. If any of the following events or circumstances occur before Construction Commencement, the Operator may terminate the Agreement immediately upon written notice, in which case neither Party will have any liability to the other except for any liabilities that accrued before termination:

(a) After the performance of due diligence using industry standard methods and techniques, if there exist site conditions (including environmental conditions and ecological concerns such as presence of wildlife species) at the Premises or construction requirements that could not have been reasonably known or discovered through due diligence as of the date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed;

(b) There has been a material adverse change in the (i) rights of Operator to construct the System on the Premises, or (ii) financial prospects or viability of the Solar System, whether due to market conditions, cost of equipment or any other reason;

(c) After timely application to PSCO and best efforts to secure interconnection services, Operator has not received evidence that interconnection services will be available with respect to energy generated by the System;

(d) After the performance of due diligence using industry standard methods and techniques, Operator has determined and did not previously know that there are easements, other liens or encumbrances, or other facts, circumstances or developments that would materially impair or prevent, or have a material adverse effect on, the installation, operation, maintenance or removal of the System

2.4 Subscriber Termination Prior to Construction Commencement. If any of the following events or circumstances occur before Construction Commencement, Subscriber may terminate the Agreement immediately upon written notice, in which case neither Party will have any liability to the other except for any liabilities that accrued before termination:

(a) If PSCO or another party with the authority to do so, disqualifies the Operator of the System from treatment as Operator of the Community Solar Garden under Colorado Statutes or Colorado Public Utilities Commission order, directed or applicable to Operator;

2.5 Force Majeure. Upon the occurrence of a force majeure event, the Agreement may be terminated consistent with the provisions of Section 10.3 of this Agreement.

2.6 Termination for Default. If either Party defaults on their responsibilities under this Agreement, the Agreement may be terminated under Section 11.

2.7 Termination upon Mutual Agreement. This Agreement may be terminated at any time, for any reason, by mutual agreement of the Parties in writing.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 System Acceptance Testing.

(a) Operator must test the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system contractors in the United States and as otherwise required by the Producer Agreement and the PSCO Tariff.

(b) Commercial Operation occurs when the "Date of Commercial Operation" occurs under the Producer Agreement. No more than 7 days before the Date of Commercial Operation, Operator will send a written notice to Subscriber providing the Date of Commercial Operation and the provided date will be the Commercial Operation Date for the purposes of this Agreement. Operator has the sole responsibility to notify PSCO of this date and receive necessary approvals from PSCO.

4. SYSTEM OPERATIONS.

4.1 Operator as Owner and Operator. The System will be owned by Operator or Operator's Financing Party and will be operated and maintained in accordance with the Producer Agreement and the PSCO Tariff and, as necessary, maintained and repaired by Operator at its sole cost and expense. Installation of the System, upgrades and repairs will be under the direct supervision of an NABCEP-certified solar professional. Maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components.

4.2 Metering. There will be two meters installed and maintained by PSCO, which will measure the amount of electrical energy flowing to and from the Premises as further described in the Producer Agreement. The Production Meter (as defined in the Producer Agreement) will record the amount of Delivered Energy. Operator will make the raw meter data available to Subscriber upon Subscriber's request.

5. DELIVERY OF ENERGY.

5.1 Purchase Requirement. Subscriber agrees to make payments calculated as Subscriber's Allocated Percentage multiplied by Delivered Energy generated by the System beginning on the Commercial Operation Date and continuing for each applicable month of the Term. If there is a difference between the Bill Credit by PSCO to the Subscriber on the Subscriber Meter bills, and the Delivered Energy, for any reason not the fault of the Subscriber, the

Subscriber's payments will be based on the number of kWhs credited by PSCO on the Subscriber Meter bills.

5.2 Estimated Annual Delivered Energy. The total annual estimate of Delivered Energy for any given year is the "Estimated Annual Delivered Energy." The Estimated Annual Delivered Energy and the estimated amount of electricity to be allocated to Subscriber for each year of the Term starting on the Commercial Operation Date are identified in Exhibit D. The estimated amount of electricity allocated to Subscriber is Subscriber's Allocated Percentage of the Estimated Annual Delivered Energy.

5.3 Environmental Attributes and Solar Incentives.

(a) Subscriber's purchase does not include Environmental Attributes or Solar Incentives;

(b) Subscriber disclaims any right to Solar Incentives or Environmental Attributes based upon the installation of the System, and to avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Attributes will be certified by Green-e® or a similar organization Subscriber will, at the request of Operator, execute documents or agreements reasonably necessary to fulfill the intent of this Section at no cost to Subscriber;

(c) When reasonably possible, Subscriber and Operator will consult with each other about press releases or public communications to help ensure that the Operator's rights to claim Environmental Attributes are not compromised while allowing both Parties to claim as much publicity as possible without compromising Operator's rights; and

(d) Without limiting the foregoing, Subscriber agrees that PSCO will acquire from Operator under the Producer Agreement all energy generated by the Solar System and all Renewable Energy Credits (as defined in the Producer Agreement) associated with the Solar System. Operator and Subscriber agree not to make any statement contrary to PSCO's ownership.

5.4 Title to System. Throughout the Term, Operator or Operator's Financing Party is the legal and beneficial owner of the System at all times, and the System will remain the personal property of Operator or Operator's Financing Party.

5.5 Obligations of Parties. The Parties will work cooperatively and in good faith to meet all Community Solar Garden program requirements under Applicable Law, the Producer Agreement and the Tariff, including applicable interconnection and metering requirements. The Parties agree that beginning on the Commercial Operation Date (a) Operator will transmit all of the Delivered Energy into the PSCO system for the benefit of Subscriber, and (b) Subscriber (or its designee) shall be entitled to any and all Bill Credits issued by PSCO resulting from such transmission and corresponding with Subscriber's Allocated Percentage.

6. PRICE AND PAYMENT.

6.1 Consideration. Subscriber shall pay to Operator a monthly payment ("Payment") for Subscriber's Allocated Percentage of Delivered Energy beginning on the Commercial

Operation Date and continuing through the Term. The Subscriber will pay a price per kilowatt hour (“kWh Rate”) in the first year for its Allocated Percentage of the Delivered Energy up to but limited to the amount of kWh’s for which the Subscriber receives Bill Credits. The kWh Rate in the first year is defined as \$.0635/kWh. The kWh Rate will increase 1.35% per year.

6.2 Invoices. Operator shall invoice Subscriber within 30 days of the last Business Day of each calendar month (each such date on which an invoice is issued by Operator to Subscriber, an “Invoice Date”) for the Payment in respect of Subscriber’s Allocated Percentage of Delivered Energy during the immediately preceding calendar month. Subscriber’s first invoice under this Agreement shall be for the first full calendar month after the Commercial Operation Date. For the avoidance of doubt, Subscriber shall (i) neither receive nor be entitled to any Bill Credits associated with Delivered Energy prior to the Commercial Operation Date, and (ii) have no obligation to make or any liability for Payments for Delivered Energy prior to the Commercial Operation Date. If the first month of commercial operation is less than a full calendar month, the Operator will bill Subscriber for any Delivered Energy on the invoice for the first full calendar month of operation.

6.3 Time of Payment. Subscriber will pay all undisputed amounts due hereunder within 35 days of the Invoice Date.

6.4 Method of Payment. Subscriber will make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Operator from time to time. If Subscriber does not have electronic funds transfer capability, or does not desire to use electronic funds transfer, payments shall be considered timely if a check is postmarked by the 30 day due date. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a reasonable dispute arises with respect to any invoice, Subscriber shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Subscriber is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

6.6 Billing Adjustments Following PSCO Billing Adjustments. If, as a result of an PSCO billing adjustment, the quantity of Delivered Energy is decreased (the “Electricity Deficiency Quantity”) and PSCO reduces the amount of Bill Credits allocated to Subscriber for such period, Operator will reimburse Subscriber for the amount paid by Subscriber in consideration for the Electricity Deficiency Quantity. If as a result of such adjustment the quantity of Delivered Energy allocated to Subscriber is increased (the “Electricity Surplus Quantity”) and PSCO increases the amount of Bill Credits allocated to Subscriber for such period, Subscriber will pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period. All payments made under this Section 6.6 shall be paid thirty (30) business days after both Parties have been made aware of the PSCO billing adjustment.

6.7 Non-Appropriation. It is expressly understood and agreed that the obligation of the Subscriber to make any payment to the Operator shall only extend to monies annually appropriated by the Subscriber's governing authority and encumbered for the purposes of this Agreement. The Operator acknowledges that (i) the Subscriber does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Subscriber. If an appropriation and resulting encumbrance for this Agreement is not made for a fiscal year by the Subscriber (a "Non-Appropriation Event"), Operator, in its sole and absolute discretion, may terminate this Agreement or waive the City's payment obligation.

7. GENERAL COVENANTS.

7.1 Operator Covenants. Operator covenants and agrees to the following:

(a) Notice of Damage or Emergency. Operator will within 3 business days notify Subscriber if it becomes aware of any significant damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

(b) System Condition. Operator shall make commercially reasonable efforts to ensure that the System is capable of operating at a commercially reasonable continuous rate.

(c) Governmental Approvals. While providing the Installation Work and System Operations, Operator shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Operator and to enable Operator to perform such obligations.

(d) Interconnection Fees. Operator is responsible for all costs, fees, charges and obligations required to connect the System to the PSCO distribution system, including fees associated with system upgrades, production, and operation and maintenance carrying charges, as provided in the Interconnection Agreement ("Interconnection Obligations"). In no event shall Subscriber be responsible for any Interconnection Obligations and/or terms of the Interconnection Agreement.

(e) Compliance with Producer Agreement, Tariff and Interconnection Agreement. Operator shall cause the System to be designed, installed and operated at all times in compliance with the Producer Agreement, the Tariff and the Interconnection Agreement.

(f) Communications. The Producer Agreement requires that Operator (as opposed to PSCO) is responsible for answering all questions from Subscriber regarding its participation in the Solar System. Operator is solely responsible for resolving disputes with PSCO or Subscriber regarding the accuracy of Subscriber's Allocated Percentage and the Delivered Energy allocated to Subscriber in connection therewith. Notwithstanding the foregoing, Subscriber acknowledges that PSCO is responsible for resolving disputes with Subscriber regarding the applicable rate used to determine the Bill Credit.

(h) Good Standing. The Operator is duly organized and validly existing and in good standing in the jurisdiction of its organization, and authorized to do business in the State of Colorado.

7.2 Subscriber's Covenants. Subscriber covenants and agrees as follows:

(a) Consents and Approvals. Subscriber will ensure that any authorizations required of Subscriber under this Agreement are provided in a timely manner. To the extent that only Subscriber is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Subscriber will cooperate with Operator to obtain such approvals, permits, rebates or other financial incentives.

(b) Subscriber Agency and Consent Form. On the Effective Date, Subscriber will execute and deliver to Operator a Subscriber Agency Agreement and Consent Form in the form attached hereto as Exhibit A. Subscriber acknowledges that such agreement is required of Subscriber pursuant to the Producer Agreement.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the date of this Agreement and on the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Specific Representations and Warranties of Subscriber. Subscriber represents and warrants to Operator as of the date of this Agreement and on the Effective Date that:

(a) Subscriber is the sole party in interest agreeing to purchase Subscriber's Allocated Percentage and is acquiring Subscriber's Allocated Percentage for its own account, and not with a view to the resale or other distribution thereof, in whole or in part, and agrees that it will not transfer, sell or otherwise dispose of Subscriber's Allocated Percentage in any manner in violation of applicable securities laws;

(b) Subscriber is not relying on (i) Operator, or (ii) other subscribers, or any of the employees, members of boards of directors (or equivalent body) or officers, of those parties, or this Agreement with respect to tax and other economic considerations involved in the Agreement

(c) Subscriber's Allocated Percentage, combined with any other distributed resources serving the Subscriber Meters, represents no more than 120 percent of Subscriber's average annual consumption at the Subscriber Meters over the last twenty-four (24) months;

(d) Subscriber is a retail electric service customer of PSCO and the Subscriber Meters are within the same county as the Solar System;

8.3 Exclusion of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 3.1, 4.1, 7.1, THIS SECTION 8, THE SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY OPERATOR TO SUBSCRIBER UNDER THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO SUBSCRIBER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY OPERATOR.

9. TAXES AND GOVERNMENTAL FEES. Operator is responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of Operator or as a result of such Party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Subscriber is a Governmental Authority and Subscriber is the Party whose

performance is affected by such action nor inaction); and (vi) any event of force majeure under the Producer Agreement. A Force Majeure Event shall not be based on the economic hardship of either Party.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Subscriber shall not be excused from making any payments and paying any unpaid amounts due in respect of Subscriber's Allocated Percentage of Delivered Energy prior to any performance interruption due to a Force Majeure Event.

10.3 Termination for Force Majeure. Either Party may terminate this Agreement upon 15 days written notice to the other Party if any Force Majeure Event affecting such other Party has been in existence for a period of 180 consecutive days or longer, unless such Force Majeure Event expires before the end of the 15 day notice period.

11. DEFAULT.

11.1 Operator Defaults and Subscriber Remedies.

(a) Operator Defaults. The following events are defaults with respect to Operator (each, an "Operator Default"):

- (i) A Bankruptcy Event occurs with respect to Operator;
- (ii) Operator fails to pay Subscriber any undisputed amount owed under the Agreement within 30 days from receipt of notice from Subscriber of such past due amount;
- (iii) Operator breaches any material term of this Agreement and (A) if operator can cure the breach within 30 days after Subscriber's written notice of such breach and Operator fails to so cure, or (B) Operator fails to commence and pursue a cure within such 30 day period if a longer cure period is needed;
- (iv) The Producer Agreement is terminated for any reason; or

(b) Subscriber's Remedies. If an Operator Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, Subscriber may terminate the Agreement and exercise any other remedy it may have at law and equity or under the Agreement. In the event of such termination, Subscriber shall use reasonable efforts to mitigate its damages.

11.2 Subscriber Defaults and Operator's Remedies.

(a) Subscriber Default. The following events shall be defaults with respect to Subscriber (each, a “Subscriber Default”):

- (i) A Bankruptcy Event occurs with respect to Subscriber;
- (ii) Subscriber fails to pay Operator any undisputed amount due Operator under the Agreement within 30 days from receipt of notice from Operator of such past due amount; and
- (iii) Subscriber breaches any material term of this Agreement and (A) if such breach can be cured within 30 days after Operator’s written notice of such breach and Subscriber fails to so cure, or (B) Subscriber fails to commence and pursue said cure within such 30 day period if a longer cure period is needed.
- (iv) A Non-Appropriation event as described in Section 6.7.

(b) Operator’s Remedies. If a Subscriber Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, Operator may terminate this Agreement, sell Subscriber’s Allocated Percentage to one or more persons other than Subscriber, recover from Subscriber the actual, reasonable and verifiable damages related to lost Community Solar Garden subscription and REC revenues, and Operator may exercise any other remedy it may have at law and equity or under the Agreement. In the event of such termination, Operator shall use reasonable efforts to mitigate its damages.

12. ASSIGNMENT.

12.1 Assignment by Operator. Operator may not assign this Agreement or any interest therein, without the prior written consent of Subscriber, except as part of a Permitted Assignment as defined in Section 12.1(a). Operator shall provide Subscriber with such information concerning the proposed transferee (including any person or entity liable for the performance of the terms and conditions of this Agreement) as may be reasonably required to ascertain whether the conditions upon Subscriber’s approval to such proposed assignment have been met.

(a) Permitted Assignment. Operator may, without the consent of Subscriber, (1) transfer, pledge or assign all or substantially all of its rights and obligations hereunder as security for any financing and/or sale-leaseback transaction or to an affiliated special purpose entity created for the financing or tax credit purposes related to System, (2) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Operator; provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof, (3) assign this Agreement to one or more affiliates; provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof or (4) assign its rights under this Agreement to a successor entity in a merger or acquisition transaction; provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. Subscriber agrees to provide acknowledgments, consents or certifications reasonably requested by any Lender in conjunction with any financing of the System.

(b) In the event of a Permitted Assignment by Operator of its interest in this Agreement to a person who has assumed, in writing, all of Operator’s obligations under

this Agreement, Operator, without the necessity of any further document signed or actions taken by any party, shall be released from any and all further obligations hereunder, and Subscriber agrees to look solely to such successor-in-interest of the Operator for performance of such obligations.

Any Financing Party is an intended third-party beneficiary of this Section 12.1.

12.2 Assignment by Subscriber.

(a) Subscriber will not assign this Agreement or any interest herein, without the prior written consent of Operator; provided however that Operator shall not unreasonably withhold, condition or delay its consent; and provided, further, that Operator's consent shall not be required to the assignment by Subscriber to another governmental entity in the event the State of Colorado or the City as a home rule municipality reassigns responsibility to such other governmental entity for providing the services currently undertaken by Subscriber at the facilities associated with the Subscriber Meters, or to another governmental entity with comparable investment credit rating, and that otherwise meets the requirements of the Community Solar Garden program.

(b) Subscriber does not need Operator's consent to change the Subscriber Meters for the same amount of subscription as long as all the Subscriber Meters are owned by the Subscriber and meet the requirements of the Community Solar Garden program. For such changes, Subscriber will notify Operator in writing and Operator will inform PSCO of the change as soon as practicable.

(c) Subscriber's request for Operator's consent to any proposed change or assignment as contemplated in Section 12.2 (a) must be in writing and provided to Operator at least 30 days before the proposed effective date of such change or assignment, which request must include: (i) Subscriber's name and mailing address; (ii) the current Subscriber Meter(s); (iii) the assignee's meters; (iv) the name of the individual or entity to whom Subscriber is requesting to assign this Agreement (if applicable) and the consideration (if any) proposed to be provided to Subscriber for such assignment; and (v) the proposed effective date of such proposed change or assignment. In the case of any assignment of this Agreement in whole or in part to another individual or entity, (i) such assignee's meters shall be located within PSCO's service territory and within the same county as the Solar System or a contiguous county, (ii) such assignee shall execute a new Colorado Community Solar Program Subscription Agreement substantially in the same form as this Agreement, specifically including the representations and warranties in Section 8.2; and (iii) the value of any consideration to be provided to Subscriber for assignment of this Agreement may not exceed the aggregate amount of Bill Credits that have accrued to Subscriber, but have not yet been applied to Subscriber's monthly invoice(s) from PSCO.

(d) Upon any assignment of this Agreement by Subscriber pursuant to this Section 12.2, Subscriber will surrender all right, title and interest in and to this Agreement. Any purported assignment in contravention of this Section 12.2 shall be of no force and effect and null and void ab initio. No assignment will extend the Term of this Agreement.

13. NOTICES.

13.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses below, or at such other address as may be designated in writing to the other Party from time to time.

Subscriber:

City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
Attn: City Manager

Operator:

Oak Leaf Solar 43 LLC
2645 E. 2nd Avenue, Suite 206
Denver, CO 80206
Attn: Counsel
Email: contracts@oakleafep.com

With a copy to

Lender:

13.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by email and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by email (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service, or 5 Business Days after deposit in the mail when sent by U.S. mail.

13.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Subscriber. Invoices shall be sent by regular first class mail postage prepaid.

14. INDEMNIFICATION, LIABILITY AND INSURANCE

14.01 Indemnification. Operator shall defend, indemnify, and hold harmless Subscriber, its present and former council members, officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting from any act or omission of Operator, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Operator to perform any obligation under this Agreement.

14.02 Insurance. With respect to the services provided pursuant to this Agreement, Operator shall at all times during the term of this Agreement and beyond such term when so required have and keep in force the following insurance coverages:

Limits

1. Commercial General Liability on an occurrence basis with contractual liability coverage:

General Liability	
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Advertising Injury and Personal Injury Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$1,000,000

2. Workers' Compensation and Employer's Liability:

Workers' Compensation Statutory

If Operator is based outside the state of Colorado, coverage must comply with Colorado law.

Employer's Liability. Bodily injury by:

Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of Operator to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, Operator shall promptly submit copies of insurance policies to Subscriber.

Operator shall not commence work until it has obtained required insurance and filed with Subscriber a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Subscriber as the certificate holder and as an additional insured for the liability coverage(s) for all operations covered under the Agreement. Operator shall furnish to Subscriber updated certificates during the term of this Agreement as insurance policies expire.

14.03 Liability. Without Subscriber waiving any statutory immunities, each Party agrees that it will be responsible for its own acts and omissions and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts and omissions of another Party and the results thereof. Subscriber warrants that it has an insurance or self-insurance program with minimum coverage consistent with the liability limits in Colorado Statutes. Subscriber may assert the Governmental Immunity Act pursuant to C.R.S. 24-10-101.

15. COMPLIANCE

15.01 The Operator must comply with all applicable federal, state, and local laws, rules, and regulations, including any ruling of the Colorado Public Utilities Commission (PUC).

16. DISCONTINUATION OF COMMUNITY SOLAR GARDEN PROGRAM

Notwithstanding anything herein to the contrary, this Agreement shall terminate immediately, without notice, if PSCO terminates the Producer Agreement associated with the Community Solar Garden identified by the PSCO unique garden identified in Exhibit C. In addition, this Agreement shall terminate immediately if the Community Solar Garden program is limited or materially adversely changed prior to Operator executing a Producer Agreement with PSCO, so long as the Operator has used its best efforts to secure the Producer Agreement up to the point of program change.

17. MISCELLANEOUS

17.1 Integration; Exhibits. This Agreement, together with the attached Exhibits, constitute the entire agreement and understanding between Operator and Subscriber with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof. The Exhibits attached hereto are integral parts of the Agreement and are made a part of the Agreement by reference.

17.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Operator and Subscriber. To the extent any amendment changes Subscriber's Allocated Percentage, such amendment shall include the representation by Subscriber set forth in Section 8.2(c).

17.3 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Operator or Subscriber shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

17.4 Limited Effect of Waiver. The failure of Operator or Subscriber to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

17.5 Survival. The obligations under Section 8.3 (Exclusion of Warranties), Section 9 (Taxes and Governmental Fees), Section 13 (Notices), Section 14 (Indemnification, Liability and Insurance), Section 17 (Miscellaneous), or pursuant to other provisions of this Agreement that, by

their sense and context, are intended to survive termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

17.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without reference to any choice of law principles. The Parties agree that the courts of Colorado and the federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law.

17.7 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

17.8 Relation of the Parties. The relationship between Operator and Subscriber shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Operator and Subscriber, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

17.9 Successors and Assigns. This Agreement and the rights and obligations under the Agreement are binding upon and shall inure to the benefit of Operator and Subscriber and their respective successors and permitted assigns.

17.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument

17.12 No Reliance. Subscriber is not relying on any representation, warranty or promise with respect to the Solar*Rewards Community Solar Program or the Solar System made by or on behalf of PSCO or Operator, except to the extent specifically stated in this Agreement.

17.13 Record Keeping. Operator will maintain books, records, documents and other evidence directly pertinent to performance of the work under this Agreement in accordance with generally accepted accounting and utility metering principles and practices, including all meter production records and adjustments thereto. Operator will also maintain the financial information and data used in preparation or support of the cost submission for any negotiated Agreement amendment and provide electronic, printed or copied documentation to the Subscriber as requested. These books, records, documents, and data must be retained for at least 6 years after the term of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Operator agrees to maintain them until the Subscriber and any of its duly authorized representatives have disposed of the litigation or claims.

17.14 Audit. The records, books, documents, and accounting procedures and practices of the Operator and of any subcontractor relating to work performed pursuant to this Agreement shall be subject to audit and examination by the Subscriber. The Operator and any subcontractor shall

permit the Subscriber or its designee to inspect, copy, and audit its accounts, records, and business documents at any time during regular business hours, as they may relate to the performance under this Agreement. Audits conducted by the Subscriber under this provision shall be in accordance with generally accepted auditing standards. Financial adjustments resulting from any audit by the Subscriber shall be paid in full within thirty (30) days of the Operator's receipt of audit.

18.15 Dispute Resolution. Disputes must be submitted in writing by the disputing party to the non-disputing party any dispute regarding the meaning and intent of this Agreement or arising from performance of this Agreement within 60 days after the dispute arises. The non-disputing party or his/her designee must respond to the disputing party in writing with a decision within 60 calendar days following receipt of the disputing party's dispute. Submission of a dispute to Dispute Resolution is a condition precedent to the disputing party initiating any litigation relating to this Agreement.

Pending final decision of a dispute, the Parties will proceed diligently with the performance of the Agreement. Failure by the disputing party to comply precisely with the time deadlines under this paragraph as to any claim shall operate as a release of that claim and a presumption of prejudice to the non-disputing party.

19. LENDER PROVISIONS

19.1 Lender Collateral Assignment. Subscriber hereby:

(a) Acknowledges and consents to the sale, assignment or conveyance or pledge or the collateral assignment by Operator to the Lender, of Operator's right, title and interest in, to and under this Agreement, as consented to under Section 12.1 of this Agreement;

(b) Acknowledges that any Lender as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Operator's interests in this Agreement;

(c) Acknowledges that it has been advised that Operator has granted a security interest in the System to the Lender and that the Lender has relied upon the characterization of the System as personal property, as agreed in this Agreement, in accepting such security interest as collateral for its financing of the System; and

(d) Acknowledges that any Lender shall be an intended third-party beneficiary of this Section 19.1.

19.2 Lender Cure Rights Upon System Owner Default. Upon any Event of Default by Operator, a copy of any notice delivered under Article 11 shall be delivered concurrently by Subscriber to any Lender at the addresses provided in writing by Operator to Subscriber. Following receipt by any Lender of any notice that Operator is in default in its obligations under this Agreement, such Lender shall have the right but not the obligation to cure any such default, and Subscriber agrees to accept any cure tendered by the Lenders on behalf of Operator in accordance with the following: (a) a Lender shall have the same period after receipt of a notice of default to

remedy an Event of Default by Operator, or cause the same to be remedied, as is given to Operator after Operator's receipt of a notice of default hereunder; provided, however, that any such cure periods shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the System (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure, but in no event longer than 180 days; and (b) the Lender shall not be required to cure those Events of Default that are not reasonably susceptible of being cured or performed by Lender. The Lender shall have the absolute right to substitute itself or an Affiliate for Operator and perform the duties of Operator hereunder for purposes of curing such Event of Default. Subscriber expressly consents to such substitution, and authorizes the Lender, its affiliates (or either of their employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all of the rights and privileges of Operator, but subject to the terms and conditions of this Agreement

19.3 Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Operator under the United States Bankruptcy Code, at the request of the Lender made within ninety (90) days of such termination or rejection, Subscriber shall enter into a new agreement with the Lender or its assignee having the same terms and conditions as this Agreement.

19.4 Except as otherwise set forth in this Article 19, the Parties' respective obligations will remain in effect during any cure period.

19.5 If the Lender (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Operator's assets and shall, within the time periods described in Section 19.3 above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement and this Agreement shall continue in full force and effect.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized officers on the dates below:

SUBSCRIBER: CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, acting by and through its City Council.

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

City Clerk

Operator: OAK LEAF SOLAR 43 LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A

[Insert form of Subscriber Agency Agreement and Consent Form as required by Producer Agreement]

Exhibit B – Reserved

Exhibit C Description of Premises and System

Solar System Location: To be inserted once address is assigned.

Solar System Size: Up to 2000 kW (DC) (representing an initial estimate, which may vary depending on the final design of the System)

Subscriber's Allocated Percentage: Allocated Percentage: 40%

Anticipated Commercial Operation Date: [To be inserted once PSCO completes its interconnection study.]

PSCO Unique Garden Identifier: SRC068903

Exhibit D Estimated Annual Energy.

Estimated Annual Delivered Energy commencing on the Commercial Operation Date, and continuing through the Term, with respect to System under the Agreement shall be based on the kWh Rate described in Section 6.1. Estimated production (which will be updated upon final completion) and allocation to Subscriber is listed below:

Year	Total Garden Output (kWh)	Subscriber Percentage (%)	Estimated Annual Delivered Energy (kWh)
1	4,040,133	40.00%	1,616,053
2	4,019,932	40.00%	1,607,973
3	3,999,833	40.00%	1,599,933
4	3,979,834	40.00%	1,591,933
5	3,959,934	40.00%	1,583,974
6	3,940,135	40.00%	1,576,054
7	3,920,434	40.00%	1,568,174
8	3,900,832	40.00%	1,560,333
9	3,881,328	40.00%	1,552,531
10	3,861,921	40.00%	1,544,768
11	3,842,611	40.00%	1,537,045
12	3,823,398	40.00%	1,529,359
13	3,804,281	40.00%	1,521,713
14	3,785,260	40.00%	1,514,104
15	3,766,334	40.00%	1,506,533
16	3,747,502	40.00%	1,499,001
17	3,728,764	40.00%	1,491,506
18	3,710,121	40.00%	1,484,048
19	3,691,570	40.00%	1,476,628
20	3,673,112	40.00%	1,469,245
Total	77,456,290		30,830,908

* For the purposes of the table Term year 1 begins on the Commercial Operation Date

The values in the table above are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. Due to rounding, the values in this Exhibit may not be exact. The table will be updated upon final design of the System; provided, however, any such updated values are also estimates. Estimated Delivered Energy may be reduced if the system size is reduced due to square footage limitations on the leased land. Operator used the following methodology to develop the above production projections: National Renewable Energy Laboratory's PVWatts and SAM software tools.

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Exhibit E - Reserved

Exhibit F Commercial Operation Date Notification

[To be added when the Commercial Operation Date is Finalized]

Exhibit G Producer Agreement between Operator and PSCO

To be inserted prior to Commercial Operation Date

Exhibit H – Reserved

Exhibit I – Subscriber Meters

Subscriber will provide Operator with the Subscriber Meters and the relevant detail below prior to Construction Commencement.

Exhibit I					
Location	Address	Account Number	Premise Number	kW	Percentage of Subscription
Hotel Meter #1	159 Main St.	1876594	300687829	430.72	53.89%
Hotel Meter #2	159 Main St.	1876594	300687830	6.04	0.76%
Avalon Theater	645 Main St.	2113650	300686227	188.69	23.61%
City Hall	250 N 5th St.	1295002	300090848	173.75	21.74%



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: September 4, 2019
Presented By: Randi Kim, Utilities Director
Department: Utilities
Submitted By: Randi Kim

Information

SUBJECT:

Contract for Assessment, Repair and Maintenance Services for the Solar Farm at the Persigo Wastewater Treatment Plant

RECOMMENDATION:

Authorize the City Manager to execute a contract with Atlasta Solar Center for Assessment, Repair and Maintenance Services for the Solar Farm at the Persigo Wastewater Treatment Plant in the amount of \$65,784.16.

EXECUTIVE SUMMARY:

This request is to award a contract for Assessment, Repair and Maintenance Services for the Solar Farm at the Persigo Wastewater Treatment Plant to Atlasta Solar Center in the amount of \$65,784.16. Atlasta Solar Center was the sole responder to a request for proposals that was issued by the City. Typically, items over \$200,000 require City Council approval; however, with items over \$50,000, where there is a sole bidder, City Council authorization is required. The proposal was responsive to the request for proposal, meets the specifications for the scope of work, and is within budget.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction operates a 98 kilowatt ground-mounted photovoltaic system at the Persigo Wastewater Treatment. The system was designed, constructed, and commissioned in 2012 and has experienced numerous shutdowns due to faulty equipment and malfunctioning parts. Currently the solar system is non-operational. It is believed that the SATCON PVS-100 inverter has failed.

The City issued a request for proposals to hire a competent and qualified solar electric service firm to perform a system wide assessment, inspection and evaluation to diagnosis the cause of ongoing failures, to perform repairs or replacements as needed to fix current failure, and to provide an annual maintenance service contract of the system for ongoing upkeep.

A formal Request for Proposals was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractor's Association, and advertised in The Daily Sentinel.

Atlasta Solar Center, based in Grand Junction, Colorado, was the sole responder to this request for proposals. Atlasta Solar Center will provide professional services for the assessment, repair, and maintenance of the Persigo Solar Farm per specifications in the amount of \$65,784.16.

FISCAL IMPACT:

The Sewer Operating Fund (902) has budgeted for this project within the Plant Backbone Improvements capital project (F0010-F001049).

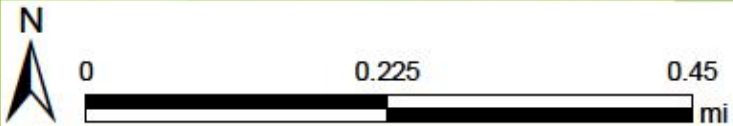
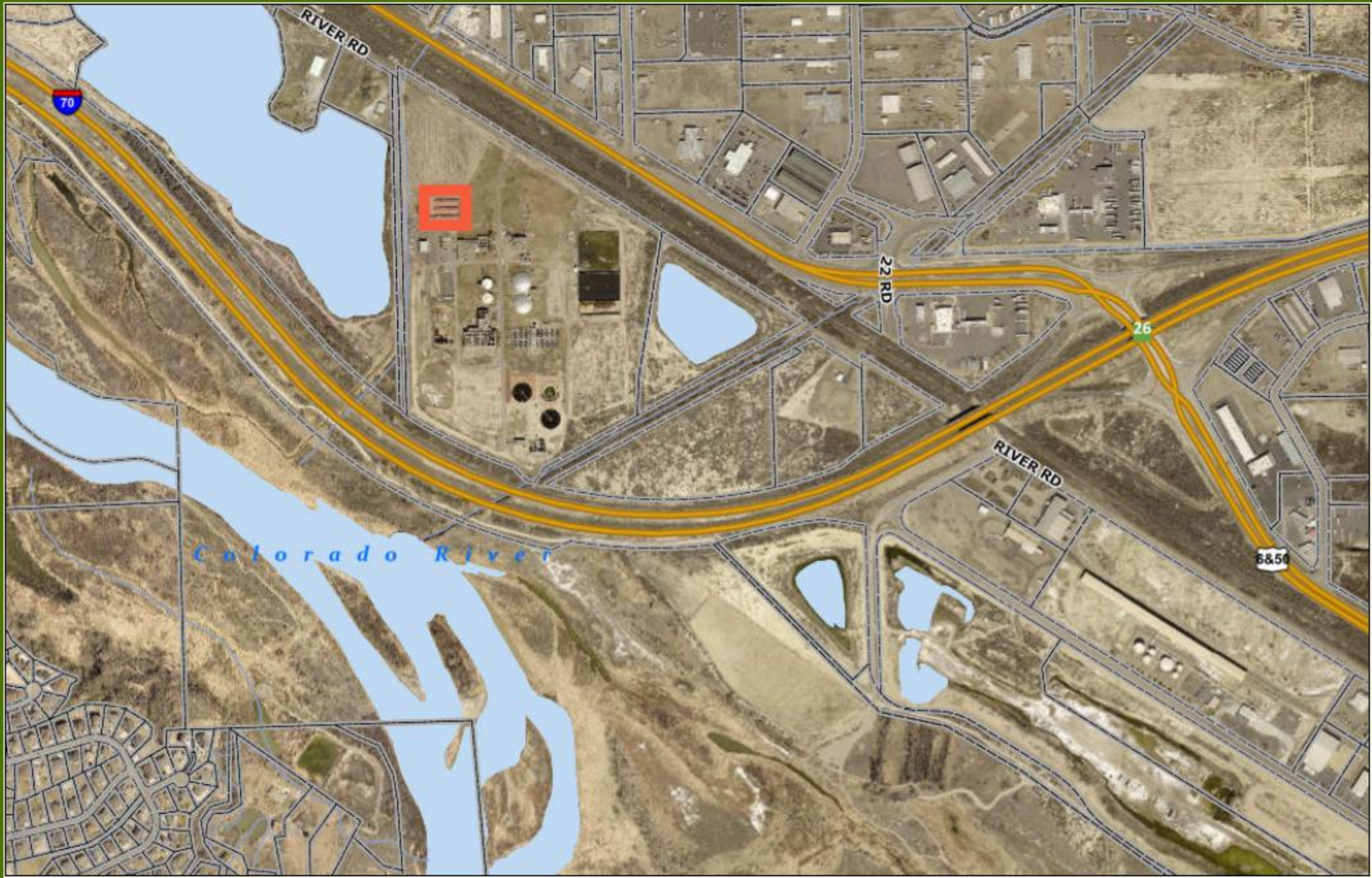
SUGGESTED MOTION:

I move to authorize the City Manager to enter into a contract with Atlasta Solar Center for assessment, repair and maintenance services for the Solar Farm at the Persigo Wastewater Treatment Plant in the amount of \$65,784.16.

Attachments

1. Persigo Wastewater Treatment Plant - Solar Farm Location Map

Persigo Wastewater Treatment Plant - Solar Farm Location Map



Printed: 8/29/2019

1 inch = 752 feet



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: September 4, 2019
Presented By: Jodi Romero, Finance Director
Department: Finance
Submitted By: Jodi Romero, Finance Director

Information

SUBJECT:

Assignment of the City's 2019 Private Activity Bond Allocation to Colorado Housing and Finance Authority

RECOMMENDATION:

Staff recommends adopting Resolution No. 57-19, authorizing the assignment of the City's 2019 Private Activity Bond Allocation to Colorado Housing and Finance Authority.

EXECUTIVE SUMMARY:

The Colorado Housing and Finance Authority (CHFA) is requesting the assignment of the City's Private Activity Bond (PAB) allocation from the State of Colorado for use in CHFA's single-family home ownership program known as FirstStep. If approved, this allocation will be used by CHFA to fund first-time homebuyers who meet income eligibility requirements and are purchasing their home in the City.

BACKGROUND OR DETAILED INFORMATION:

Each year the State of Colorado allocates the authority to issue tax exempt Private Activity Bonds (PABs) directly to local governments whose population warrants an allocation of \$1 million or more. PABs may be used for housing projects and certain types of eligible development (ie. small manufacturing). The tax-exempt bonds are issued by the City on behalf of the project, but are not considered debt of the City. If the local government does not have a designated use of the PABs, they are required to either turn back the funds for Statewide use or assign the allocation to another issuer.

The City has been receiving a direct allocation of PABs since 1997, and the 2019

allocation is \$3,472,193. Many of the past years the City Council has assigned the allocation to either the Colorado Housing and Finance Authority (CHFA) or the Grand Junction Housing Authority. The City does not have a qualifying project for this year's allocation and Grand Junction Housing Authority also has confirmed that they would not be requesting an assignment of the 2019 PABs.

CHFA is again requesting the assignment of the City's allocation for 2019 for use in its single-family home ownership program known as FirstStep. This allocation will be used by CHFA to fund first-time homebuyers who meet income eligibility requirements and are purchasing their home in the City.

Attached is the resolution and the the request letter from CHFA as well as literature provided by CHFA describing the economic impact of using the PABs for homebuying, and expanded information on Housing Affordability in Colorado.

FISCAL IMPACT:

Private Activity Bonds are an authorization by the State of Colorado that allows the City to issue tax exempt bonds on behalf of a qualified project; therefore assignment of the City's bond allocation does not have a direct fiscal impact.

SUGGESTED MOTION:

I move to adopt Resolution 57-19, a resolution authorizing assignment to the Colorado Housing and Finance Authority of a private activity bond allocation of Grand Junction, Colorado pursuant to the Colorado Private Activity Bond Ceiling Allocation Act.

Attachments

1. 2019 PAB Assignment Resolution
2. CHFA 2019 PAB Assignment Request
3. CHFA Economic Impact 2019 PABs
4. WP_HousingContinuum2018

RESOLUTION NO. ____-19

AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE
AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF GRAND
JUNCTION, COLORADO PURSUANT TO THE COLORADO PRIVATE ACTIVITY
BOND CEILING ALLOCATION ACT

RECITALS:

The City of Grand Junction, Colorado ("City") is authorized and empowered under the laws of the State of Colorado ("State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families. The City is also authorized and empowered to issue revenue bonds for the purpose of providing single-family mortgage loans to low and moderate-income persons and families.

The Internal Revenue Code of 1986, as amended ("Code") restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes and pursuant to the Code, the State adopted the Colorado Private Activity Bond Ceiling Allocation Act, C.R.S. 24-32-1701 *et. seq.* (the "Allocation Act") providing for the allocation of the ceiling among the Colorado Housing and Finance Authority ("Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority.

Pursuant to an allocation under §24-32-1706 of the Allocation Act the City has an allocation of the 2019 Ceiling for the issuance of a specified principal amount of Private Activity Bonds (the "2019 Allocation.") The City has determined that, in order to increase the availability of adequate affordable housing for low and moderate-income persons and families it is necessary or desirable to provide for the utilization of all or a portion of the 2019 Allocation before September 15, 2019.

With the Resolution the City has determined that the 2019 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates. By, through and with this Resolution the City Council of the City of Grand Junction, Colorado has determined to assign \$3,472,193.00 of its 2019 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the City and the Authority (the "Assignment of Allocation").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The assignment to the Authority of \$3,472,193.00 of the City's 2019 Allocation is hereby approved.

2. The form and substance of the Assignment of Allocation are hereby approved; provided, however, that the City Manager and City Attorney are authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as they shall deem necessary or appropriate and not inconsistent with the approval thereof by this resolution.

3. The City Manager is authorized to execute and deliver the final form of the Assignment of Allocation on behalf of the City and to take such other steps or actions as may be necessary, useful or convenient to effect the aforesaid assignment in accordance with the intent of this resolution.

4. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

5. This resolution shall be in full force and effect upon its passage and approval.

PASSED, ADOPTED AND APPROVED this 4th day of September, 2019.

CITY COUNCIL OF THE CITY OF GRAND JUNCTION

Rick Taggart
Mayor and President of the Council

ATTEST:

Wanda Winkelmann
City Clerk



denver

1981 Blake Street
Denver, CO 80202

303.297.chfa (2432)
800.877.chfa (2432)

PO Box 60
Denver, CO 80201

800.659.2656 tdd
www.chfainfo.com

western slope

348 Main Street
Grand Junction, CO 81501

970.241.2341
800.877.8450

CHFA's REQUEST FOR ASSIGNMENT OF CITY OF GRAND JUNCTION'S 2019 PRIVATE ACTIVITY BOND (PAB) CAP

The Colorado Housing and Finance Authority (CHFA) respectfully requests consideration by the City of Grand Junction's City Council for assignment of the City's 2019 PAB cap, \$3,472,193, to CHFA for use in its single family homeownership program known as FirstStep.

Private Activity Bonds are used to support single family housing, multifamily housing and small manufacturing projects. Not since 2016 has Grand Junction assigned to CHFA, then for an unspecified single family or multifamily use. With the growth in population in Grand Junction, the strong real estate market and the availability of affordable inventory, this is a perfect time to renew our partnership between the City and CHFA and assist more families purchase their first home.

The CHFA program requirements mirror the IRS PAB program requirements:

- Borrowers must be a first-time homebuyer (cannot have owned their primary residence in the last three years) or a qualified (honorably or generally discharged) veteran;
- Borrowers must reside in the home as their primary residence;
- Borrowers must meet the program income and purchase price limits; and
- Borrowers may be required to pay Recapture Tax (CHFA reimburses any borrower who is subject to Recapture Tax).

Upon receipt of the PAB assignment, CHFA will create a setaside for 12 months within the FirstStep program equivalent to the 2019 City of Grand Junction's PAB allocation of \$3,472,193. Any homebuyers who meet the above requirements and are purchasing their first home within the City will have their loans funded from the Grand Junction setaside. At the end of 12 months, any unused funds in the setaside will be incorporated into the general FirstStep program to be used anywhere in the state. CHFA's FirstStep program is supported by PAB cap. All homebuyers will be eligible to receive a 4% downpayment and closing cost assistance deferred loan funded by CHFA.

In 2016-2018:

- 117 families purchased homes in Grand Junction using the FirstStep program.
- \$19,367,921 total mortgage amount
- Average:
 - Income - \$49,228
 - Household size – 2.3 persons
 - Loan Amount - \$165,538

CHFA is confident that the full amount of the setaside will be expended in Grand Junction within the 12-month setaside period, continuing to serve the new families that will be calling Grand Junction home.

grand junction



private activity bonds (PAB)

Grand Junction's 2019 PAB allocation is \$3,472,193.

Injecting PAB capital into the community has a direct impact on real estate, construction, and financial markets by stimulating economic activity and jobs. The following are examples of potential economic activity that your 2019 PAB allocation may create.

single family	multifamily	manufacturing
\$4.6M in economic activity and 18 jobs	\$5.4M in economic activity and 17 jobs	\$5.1M in economic activity and 24 jobs

The following table summarizes CHFA's production with PAB from 2012 to 2018 in Grand Junction.

single family MRB loans or MCCs		
	number of loans or MCCs	dollar amount of loans or MCCs
2012 – 2018	554	\$83.6M

denver

1981 Blake Street
Denver, Colorado 80202

303.297.chfa (2432)
800.877.chfa (2432)

www.chfainfo.com

western slope

348 Main Street
Grand Junction, Colorado 81501

970.241.2341
800.877.8450



With respect to its programs, services, activities, and employment practices, Colorado Housing and Finance Authority does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, or any other protected classification under federal, state, or local law. Requests for reasonable accommodation, the provision of auxiliary aids, or any complaints alleging violation of this nondiscrimination policy should be directed to the Nondiscrimination Coordinator, 1.800.877.2432, TDD/TTY 800.659.2656, CHFA, 1981 Blake Street, Denver, Colorado 80202-1272, available weekdays 8:00am to 5:00pm.

October 2018



Housing Affordability in Colorado

the
housing
continuum



the housing continuum

Contents

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A housing continuum shows the range of housing options, from emergency shelters to homeownership and everything in between. Each part of the housing continuum serves a unique need in the housing market. One size does not fit all, and ideally a community will have a range of housing options affordable for residents and its workforce.

Housing Affordability Defined

Housing affordability is an important consideration for everyone, regardless of income. Whether a household earns \$250,000 or \$50,000 annually, they must balance how much they can afford to spend on housing costs, so that they also have sufficient income for other needs, such as food, clothes, transportation, medical expenses, and savings for emergencies.

Generally, a household should not spend more than 30 percent of its annual gross income towards housing costs.

- When renting, housing costs include both rent and utility expenses.
- In homeownership, housing costs include the mortgage loan principal, interest, property taxes, and insurance payment (PITI), as well as any homeowners association (HOA) dues or mortgage insurance required.

Households spending more than 30 percent of their gross annual income on housing are considered “cost-burdened.”

Households spending 50 percent or more of their gross annual income towards housing are defined as “extremely cost-burdened.”

Area Median Income (AMI)

Area Median Income is the annual household income earned by the median or “middle” household in a region.

AMI is published annually by the U.S. Department of Housing and Urban Development (HUD) based on U.S. Census data for each metropolitan and nonmetropolitan statistical area in the nation.

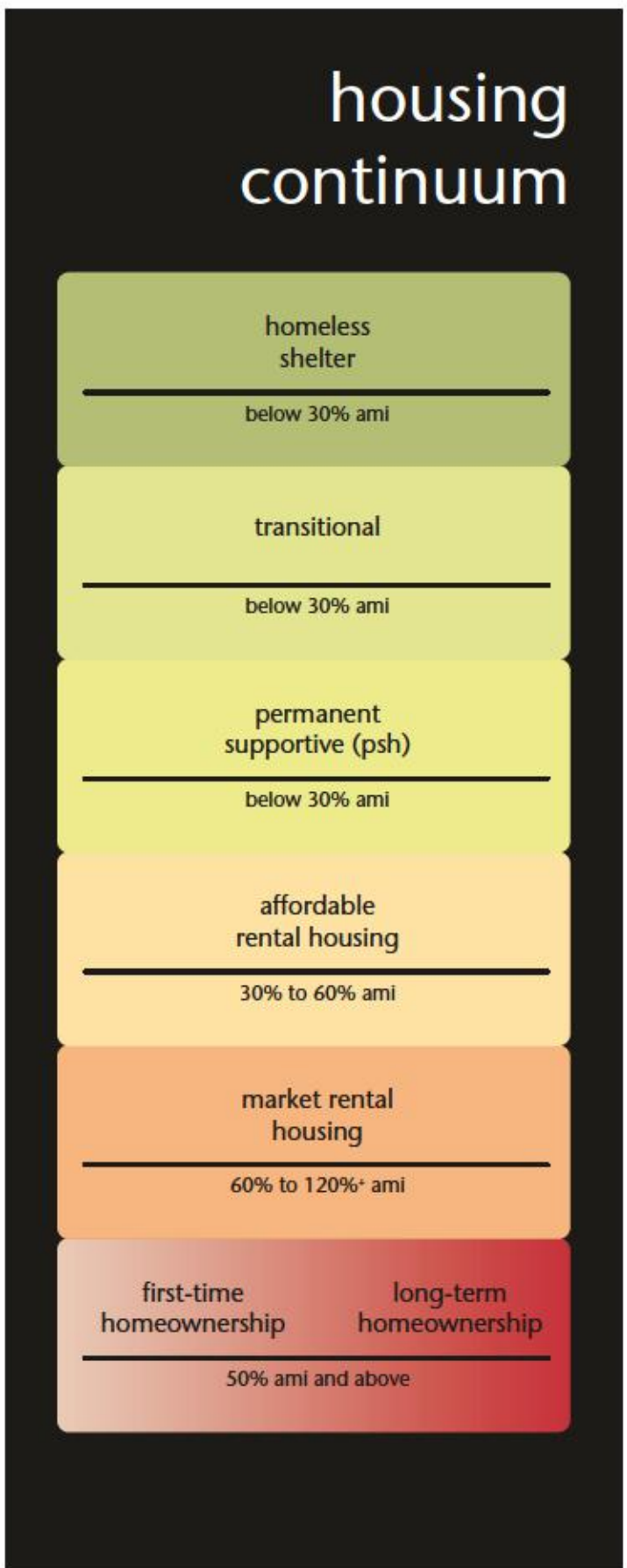
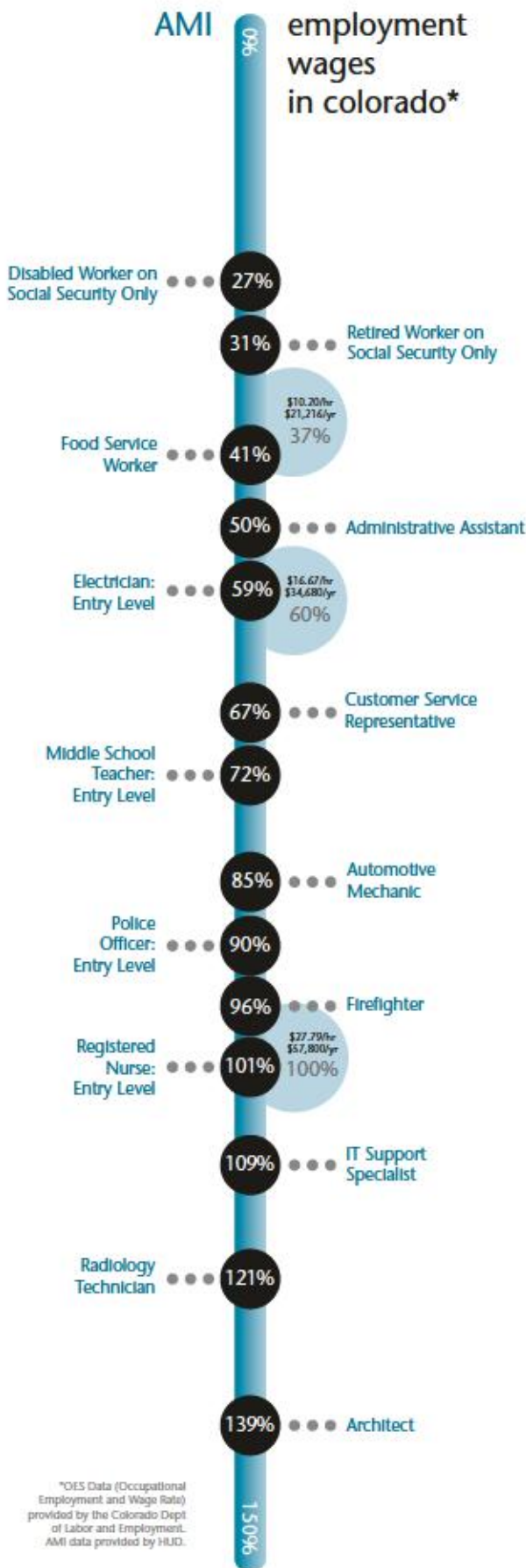
AMI varies not only by geographic region, but also by household size.

In 2017, 100 percent of AMI in the following counties was defined as follows for the various household types:

County	1-person	2-person	3-person	4-person
Adams	\$63,000	\$72,000	\$81,000	\$89,900
Denver	\$63,000	\$72,000	\$81,000	\$89,900
El Paso	\$54,400	\$62,200	\$70,000	\$77,700
Mesa	\$47,200	\$53,900	\$60,600	\$63,900
Weld	\$57,300	\$65,500	\$73,700	\$82,400

Source: www.huduser.gov/portal/datasets/il/il2018/2018summary.odn

AMI is used by HUD to establish income limits that determine eligibility for several assisted housing programs. HUD income limits are based on both the Median Family Income estimates and Fair Market Rent area definitions.



The Housing Continuum Explained

Unsheltered

An individual who is unsheltered lacks fixed, regular, and adequate nighttime residence. Someone who is unsheltered may be sleeping in their car, or in a public park, or couch-surfing with family and friends.

Shelter

A shelter is a public or privately owned facility that is designed to provide temporary living accommodations.

Shelters vary in type and scope of services offered. Some may include a hot meal and showers. Most have waiting lists or limited availability. Some may be drop-in for day or night only. Shelters may also cater to unique populations, such as women and children, seniors, or veterans.

The Family Cold Weather Shelter (FCWS) is an example of a shelter. Located in Lakewood, FCWS is the only severe weather shelter in Jefferson County. This shelter is open between October 1 and April 30 when the temperature is 32 degrees or colder with snow or rain, or 20 degrees or colder and dry. FCWS can take up to 12 families with children under 18 on a single night. Learn more at www.meanstreetministry.org.

Transitional Housing

Transitional housing facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months).

Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless persons with mental or physical disabilities, and homeless families with children.

Warren Village is an example of a transitional housing provider. Located in Denver's Capitol Hill neighborhood, Warren Village helps low-income, single-parent families achieve and sustain personal and economic self-sufficiency by providing residents with affordable housing, early child care and education, and family services. Warren Village clients complete a rigorous, two-year program that includes working or going to school full-time, attending life skills classes, and volunteering. Learn more at www.warrenvillage.org.

Permanent Supportive Housing (PSH)

Permanent supportive housing is affordable rental housing that is combined with supportive services, including innovative approaches to assist homeless persons in the transition from homelessness, and to enable them to live as independently as possible.

Pathways Village in Grand Junction is an example of permanent supportive housing. Pathways Village offers 40 one-, two-, and three-bedroom units of housing for homeless individuals and families, and supportive services coordinated through local-provider Hilltop Community Resources. Pathways Village tenant services plans are based on each tenant and their respective needs. Services may include, but are not limited to, case management, job training and placement, parenting, domestic violence education, substance abuse treatment, and mental healthcare. Learn more at www.pathwaysvillageapts.com.

Affordable Rental Housing

Affordable rental housing is rental housing that is provided at an affordable rent to low- and moderate-income households, or households earning no more than 60 percent Area Median Income (AMI).

Often, affordable rental housing is the beneficiary of a private and/or public sector subsidy designed to reduce the development costs of a property. These subsidies may be contributed as grants, tax credits, development waivers, land and material donations, or favorable loan terms. Or, in the case of housing vouchers, the subsidy may take the form of rental payment assistance on behalf of the resident.

Typically, affordable rent restrictions are required to remain in place for a specified period, and may be recorded with the property when subsidy is a factor.

There are an estimated 158,097 affordable rental housing units in Colorado.

Source: Colorado Division of Housing

https://public.tableau.com/views/ColoradoHousingAffordabilityDataExplorer/Introduction?:embed=y&:display_count=yes&authuser=0

Market Rate Rental Housing

Market rate rental housing is rental housing for which rental costs are based on current market prices. While there are no income limits or special requirements, residents do have to prove that they have sufficient income to pay rent and comply with property restrictions.

Over 35 percent of the state's households are renters. To learn more visit the Colorado Apartment Association at www.caahq.org (US Census, American Community Survey, 2017 one-year estimates).

First-time Homeownership

A first-time homebuyer is an individual who has never owned a home or has had no ownership interest in principal residence during the prior three-year period. This includes a single parent who has only owned a property with a former spouse while married.

In 2017, there were approximately 46,000 homes purchased in Colorado by first-time homebuyers (Colorado Association of REALTORS®, National Association of REALTORS®).

Long-term Homeownership

Long-term homeownership is defined as the successful maintenance of homeownership over a prolonged period. This may or may not include the selling and new acquisition of property, mortgage refinance, and/or mortgage loan payoff.

In 2017, Colorado's rate of homeownership was at 65.2 percent as compared to the national average of 63.9 percent (US Census, American Community Survey 2017 one-year estimates).

Key Housing Types



Single-family Home

A residence that is either detached and stands alone, or is semi-attached.

Semi-attached homes, such as townhomes or row homes, must be separated from an adjacent unit by a ground-to-roof wall, and must not share heating or air-conditioning systems, common facilities such as attic or basement, or utilities such as water supply, power supply, or sewage disposal lines.

Multifamily

A residential building that contains units built one on top of another and/or side-by-side that share common facilities and/or do not have a ground-to-roof wall.

Manufactured Housing

Any pre-constructed building or unit or combination of building units, that is designed for residential occupancy in either temporary or permanent locations; is constructed in compliance with the federal HUD Code Act, factory-built residential requirements, or mobile home standards; includes electrical, mechanical, or plumbing services that are fabricated, formed, or assembled at a location other than the site of the completed home; does not have a motor power; and is not licensed as a recreational vehicle.

Modular Home

A residence built using a construction method in which the finished three-dimensional sections of the complete dwelling are built in a factory and transported to the site to be joined together on a permanent foundation. Modular homes are built in compliance with the site-built standards in effect for the state or local jurisdiction in which the residence will be located.

Mobile Home

A pre-constructed home built prior to the enactment of the HUD Code on June 15, 1976.

Housing Cooperative

Housing in which each member shares in the ownership of the whole project with the exclusive right to occupy a specific unit and participate in project operations through the purchase of stock.



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Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: September 4, 2019
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: Wanda Winkelmann

Information

SUBJECT:

Ratification of Adopted Resolutions Concerning the November 2019 Special Election

RECOMMENDATION:

Staff recommends ratification of the resolutions.

EXECUTIVE SUMMARY:

The purpose of this item is to ratify two resolutions related to the November 2019 Special Election and confirm the Intergovernmental Agreement regarding the conduct of the election.

BACKGROUND OR DETAILED INFORMATION:

At its August 21, 2019 meeting, City Council adopted two resolutions related to the November 2019 Special Election:

1. Resolution No. 55-19 concerning funding for transportation improvements; and
2. Resolution No. 56-19 calling the special election.

In order to ensure clarity regarding the specific actions been taken to date regarding the November election, staff has included the ratification of Resolutions 55-19 and 56-19 and confirmation of the IGA for the conduct of the election on the this agenda.

On the Discussion Agenda is second reading of an ordinance for a Charter amendment for the term of leases. That item is a public hearing and accordingly will be separately considered.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to ratify the Council and staff actions relating to Resolution 55-19, a resolution setting a title and submitting to the electorate on November 5, 2019 a measure concerning the issuance of bonds to finance transportation improvements and to collect, retain, and spend revenues as defined by Article X, Section 20 of the Colorado Constitution for payment of transportation debt and maintenance of transportation infrastructure and providing other details relating thereto, Resolution No. 56-19, a resolution calling a Special Election in the City of Grand Junction, Colorado concerning the issuance of bonds to finance transportation improvements and a Charter amendment to increase lease terms and providing other details relating thereto and the IGA with Mesa County regarding the conduct of the election.

Attachments

1. Resolution 55-19 Transportation Improvements
2. Resolution 56-19 Calling a Special Election
3. IGA Mesa County Nov 2019 Election

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION 55-19

A RESOLUTION SETTING A TITLE AND SUBMITTING TO THE ELECTORATE ON NOVEMBER 5, 2019 A MEASURE CONCERNING THE ISSUANCE OF BONDS TO FINANCE TRANSPORTATION IMPROVEMENTS AND TO COLLECT, RETAIN AND SPEND REVENUES AS DEFINED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION FOR PAYMENT OF TRANSPORTATION DEBT AND MAINTENANCE OF TRANSPORTATION INFRASTRUCTURE AND PROVIDING OTHER DETAILS RELATING THERETO

RECITALS:

The City of Grand Junction, Colorado is a home rule municipal corporation duly organized and existing under the laws and Constitution of the State of Colorado and the City Charter. The City Council is duly authorized by the Charter and the Constitution to act for and on behalf of the City and the Council does hereby find and determine that it is in the public interest to finance the construction of various sidewalk, road, as well as pedestrian and bike route improvement projects. The City has experienced significant growth, which when coupled with aging transportation infrastructure, as well as the lack of prior investment in providing safe, effective, and efficient walking, biking, and driving routes on many roads, causes the City Council to refer this measure to the voters. The estimated cost of improving the transportation system is significant and without a commitment toward tackling the problems, the cost and impact on users will only increase.

Projects proposed with this ballot question will be funded without increasing taxes; however, it is necessary to issue bonds and to use funds above limits established by Article X, Section 20 of the Colorado Constitution ("TABOR") for purposes of the projects and to help fund the repayment of the debt. The projects include enhancements to B ½ Road, D ½ Road, F ½ Road, G Road, 24 Road, 24 ½ Road, 26 ½ Road, Horizon Drive at G and 27 ½, five Patterson Road intersections, and improved access with River Road and the Redlands Parkway.

The Council is seeking voter approval of the plan as provided in this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Junction that:

1. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the City and the officers thereof, directed towards the election and the objects and purposes herein stated are hereby ratified, approved and confirmed.
2. Pursuant to the Charter and all other applicable laws of the State of Colorado, the Council hereby determines that an election shall be held on November 5, 2019 at which there shall be submitted to the registered electors of the City the question set forth herein.
3. The Council hereby authorizes and directs the City Clerk to submit the following ballot title to the registered electors on Tuesday, November 5, 2019.

City of Grand Junction Referred Measure __

AUTHORIZING THE CITY TO INCUR ADDITIONAL DEBT FOR TRANSPORTATION PROJECTS COLLECTIVELY KNOWN AND REFERRED TO AS THE KEEP GRAND JUNCTION MOVING WITH NO NEW TAXES PLAN ("PLAN") AND TO KEEP AND SPEND FUNDS IN EXCESS OF AMOUNTS WHICH THE CITY IS PERMITTED TO KEEP

AND SPEND UNDER TABOR IN ORDER TO PAY DEBT SERVICE AND FINANCING AND

CONSTRUCTION COSTS OF SPECIFIED TRANSPORTATION IMPROVEMENT PROJECTS.

WITHOUT ANY INCREASE OF ANY EXISTING TAX RATE AND WITHOUT IMPOSING

ANY NEW TAXES SHALL CITY OF GRAND JUNCTION, COLORADO (CITY) DEBT BE

INCREASED UP TO \$70,000,000.00 WITH A REPAYMENT COST OF UP TO

\$114,000,000.00 TO PROVIDE FINANCING FOR THE PURPOSE OF PAYING FOR ALL

OR ANY PORTION OF THE COSTS OF THE DESIGN, CONSTRUCTION AND MAINTENANCE OF TRANSPORTATION IMPROVEMENTS WHICH INCLUDE SIDEWALK,

ROAD, PEDESTRIAN AND BIKE ROUTE IMPROVEMENTS

- *TO B 1/2 ROAD FROM 29 TO 29 3/4 ROADS,*
- *D1/2 ROAD FROM 29 TO 30 ROAD,*
- *F 1/2 ROAD PARKWAY FROM 24 ROAD TO PATTERSON ROAD,*
- *F 1/2 ROAD FROM 30 TO 30 3/4 ROAD,*
- *G ROAD FROM 23 1/2 TO 24 1/2 ROAD,*
- *24 ROAD FROM PATTERSON ROAD TO I-70,*
- *24 1/2 ROAD FROM PATTERSON ROAD TO G 1/4 ROAD,*
- *26 1/2 ROAD FROM HORIZON DRIVE TO SUMMERHILL WAY AND INCLUDING A BIKE AND PEDESTRIAN BRIDGE AT I-70,*
- *A ROUNDABOUT AT HORIZON DRIVE, G ROAD AND 27 1/2 ROAD INTERSECTION,*
- *AND INTERSECTION AND TURN LANE IMPROVEMENTS AT FIVE LOCATIONS ON PATTERSON ROAD, AND*
- *IMPROVEMENTS TO RIVER ROAD AND THE REDLANDS PARKWAY NEAR THE JUNIOR SERVICE LEAGUE PARK, INCLUDING A BIKE AND PEDESTRIAN PATH TO CONNECT TO CANYON VIEW PARK;*

SHALL SUCH DEBT BE PAYABLE FROM SUCH CITY REVENUES AS THE CITY COUNCIL MAY DETERMINE AND BE ISSUED WITH SUCH TERMS AS THE CITY COUNCIL DETERMINES TO BE NECESSARY AND IN THE BEST INTERESTS OF THE CITY; AND WITHOUT ANY INCREASE OF ANY EXISTING TAX RATE AND WITHOUT

IMPOSING ANY NEW TAXES, SHALL THE CITY BE AUTHORIZED BEGINNING IN 2023,

TO CONTINUE TO COLLECT, RETAIN AND SPEND, UNTIL NO LATER THAN 2037, ALL

REVENUES IN EXCESS OF AMOUNTS WHICH THE CITY IS PERMITTED

TO COLLECT, RETAIN, AND SPEND UNDER ARTICLE X, SECTION 20 OF THE

COLORADO CONSTITUTION (TABOR) FOR THE PURPOSE OF PAYING CITY DEBT

ISSUED FOR STREET IMPROVEMENT PROJECTS AND TO MAINTAIN NEW AND EXISTING TRANSPORTATION INFRASTRUCTURE?

_____ YES _____ NO

4. If a majority of the votes cast on the question to authorize the bonds and project financing submitted at the election shall be in favor as provided in such question, then the City acting through the Council shall be authorized to proceed with the necessary action to issue the bonds and finance the project(s) in accordance with the question. Any authority to issue bonds and finance the project(s), if conferred by the results of the election, shall be deemed and considered a continuing authority and the partial exercise of the authority so conferred shall not be considered as exhausting or limiting the full authority so conferred. If a majority of the votes cast on the question to incur debt submitted at the election is in favor of incurring debt as provided in such question, the City intends to issue such debt in the approximate aggregate principal amount of \$70,000,000.00 to pay the costs of the projects described in the debt question, including the reimbursement of certain costs incurred by the City prior to the execution and delivery of such debt, upon terms acceptable to the City, as authorized in an ordinance to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith. The officers, employees, and agents of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the project and to otherwise carry out the transactions contemplated by this resolution. This resolution is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulation §1.150-2. The City shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

5. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this ordinance (including, without limitation, § 31-11-111, C.R.S.) are hereby superseded to the extent of any

inconsistencies or conflicts between the provisions of this ordinance and such statutes. Any such inconsistency or conflict is intended by the City Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

6. Pursuant to §1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set, and for contests concerning the order of a ballot, within five days after the ballot order is set by the county clerk and recorder and not thereafter.

7. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

8. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

INTRODUCED, READ AND APPROVED this 21st day of August 2019.



Rick Taggart
Mayor and President of the City Council

ATTEST:



Wanda Winkelmann
City Clerk



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 56-19

A RESOLUTION CALLING A SPECIAL ELECTION IN THE CITY OF GRAND JUNCTION, COLORADO CONCERNING THE ISSUANCE OF BONDS TO FINANCE TRANSPORTATION IMPROVEMENTS AND A CHARTER AMENDMENT TO INCREASE LEASE TERMS AND PROVIDING OTHER DETAILS RELATING THERETO

WHEREAS, the City of Grand Junction, in the County of Mesa and State of Colorado (the "City"), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter (the "Charter"); and

WHEREAS, the members of the City Council of the City (the "Council") have been duly elected and qualified; and

WHEREAS, the Council hereby finds and determines that it is in the public interest to pose certain questions to the electors regarding incurring debt for transportation projects and amending the Charter to increase lease terms; and

WHEREAS, Article X, Section 20 of the Constitution ("TABOR") requires voter approval for tax and debt measures and for spending certain moneys above limits established by TABOR; and

WHEREAS, TABOR requires the City to submit ballot issues (as defined in TABOR) to the City's electors on limited election days before action can be taken on such ballot issues; and

WHEREAS, November 5, 2019, is one of the election dates at which ballot issues may be submitted to the City's electors pursuant to TABOR; and

WHEREAS, the County Clerk of Mesa County (the "County Clerk") is conducting a coordinated election on November 5, 2019, pursuant to §1-7-116, C.R.S.; and

WHEREAS, the Council is of the opinion that the City should seek voter approval for the purposes provided in this resolution and each resolution setting the ballot question; and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the election.

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

Section 1. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the City and the officers thereof, directed towards the election and the objects and purposes herein stated are hereby ratified, approved and confirmed. Unless otherwise defined herein, all terms used herein shall have the meanings defined in §1-1-104, C.R.S., and TABOR.

Section 2. Pursuant to the Uniform Election Code and all other applicable laws of the State of Colorado, the Council hereby determines that an election shall be held on November 5, 2019, at which there shall be submitted to the registered electors of the City the questions described in Section 3. hereof. The City shall participate in the coordinated election being conducted by the County Clerk on November 5, 2019. The officers of the City are authorized to enter into an intergovernmental agreement with the County Clerk pursuant to §1-7-116 of the Uniform Election Code. Any such intergovernmental agreements heretofore entered into in connection with the Election are hereby ratified, approved and confirmed.

Section 3. The Council hereby authorizes and directs the designated election official to certify to the County Clerk, on or before September 6, 2019, the ballot issues in substantially the form of each resolution pertaining to the same.

Section 4. The Council hereby appoints the City Clerk as the designated election official for purposes of performing acts required or permitted by law in connection with the election. Pursuant to §1-1-111(2), C.R.S., all powers and authority granted to the Council

may be exercised by the designated election official, including but not limited to the power to appoint election judges.

Section 5. If a majority of the votes cast on each question are in favor, then the City shall be authorized to act as provided in the questions and if a majority of the votes cast on each question are opposed then the City shall not be authorized to act.

Section 6. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

INTRODUCED, READ, APPROVED, AND ADOPTED this 21st day of August, 2019.



President of the Council

ATTEST:



City Clerk





Mesa County Election Services Intergovernmental Agreement

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made effective this **6th** day of **August, 2019**, between the Mesa County Clerk and Recorder ("**Clerk**") and the **City of Grand Junction** ("**Public Entity**");

The Public Entity desires to conduct an election pursuant to its statutory authority ("**Election**"), the election shall occur on November 5, 2019. This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.).

An agreement concerning the preparation, conduct and actual cost of a coordinated election is required. This agreement shall be signed no later than August 27, 2019, pursuant to C.R.S. §1-7-116(2).

The Clerk has agreed to perform certain coordinated election services set forth herein in consideration of the performance by the Public Entity of its obligations and payment of costs and fees as set forth herein.

The Clerk has designated Jessica Empson, whose telephone number is (970) 244-1749, as the "Contact Officer" to act as the primary liaison between the Clerk and the Public Entity for the purposes of the Election. The Contact Officer shall act under the authority of the Clerk.

The Public Entity has designated Wanda Winkelmann City Clerk whose phone number is 970-244-1509 as its Designated Election Official ("**DEO**") C.R.S. §1-1-104(8). The DEO shall act as the primary liaison between the Public Entity and the Clerk.

If the Public Entity encompasses territory within other counties, this Agreement shall apply only to that portion of the Public Entity within Mesa County.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

I. Duties of the Clerk

The Clerk agrees to perform the following duties, or such other duties as may be mutually agreed upon by the parties in writing, in connection with the Election:

A. Preparation for the Election

1. Provide the Public Entity a street locator file, which lists the street addresses located in the Public Entity within the Clerk's voter registration system.
2. Assist and inform the Public Entity on any matter that should ensure the efficient preparation and conduct of the Election. The Clerk shall not provide legal advice.
3. Manage all voter records and correspondence in accordance with Title 1 of the Colorado Revised Statutes and the Colorado Secretary of State Election Rules for the relevant year of the Election.
4. Supply, deliver and set up all necessary items for the conduct and preparation of the Election.

5. Certify the election judges and determine their compensation. Provide a list of election judges upon request by the Public Entity. Train election judges prior to the election, including specific instruction in the secure operation of the election equipment. C.R.S. § 1-6-101(6), C.R.S. § 1-6-104, C.R.S. § 1-6-115.
6. Provide, no later than twenty days before the Election, notice by publication of a Voter Service & Polling Center election pursuant to C.R.S. §1-5-205. Such notice shall satisfy the publication requirement for all Public Entities participating in the Election. C.R.S. §1-5-205.
7. Conduct all required tests and audits of the voting system prior to and after the Election pursuant to C.R.S. §1-7-509 and Secretary of State Election Rules.
8. Establish backup procedures and a backup site for the counting of the Election, should the counting equipment or location become unavailable during the count.
9. Negotiate an agreement for the printing of the official ballots. After receipt from the Public Entity of the certified ballot content (per Section II.A.8 of this Agreement), the Clerk shall provide a copy of the ballot layout, per statutory requirements, for proofreading before authorization to begin printing of all ballots. The Public Entity agrees to return the proofed ballot to the Clerk no later than 24 hours after receipt.

B. Conduct of the Election

1. Coordinate the proper number and location of Voter Service & Polling Centers. All Voter Service & Polling Centers will be accessible to electors with disabilities. Voter Service & Polling Centers and ballot drop off locations for the election are published on our website at: <http://vote.mesacounty.us> C.R.S. §1-5-101, C.R.S. §1-5-102.9 C.R.S. §1-5-703.
2. Provide for the security and processing of all mail-in ballots. Provide for the verification of signatures on the self-affirmation section on the return envelopes. C.R.S. §1-7.5-107.2, C.R.S. §1-7.5-107.3, C.R.S. §1-7.5-107.5
3. Facilitate special accommodations for all registered military and overseas citizens as provided by the Uniform Military Overseas Voter Act. Article 8.3 of Title 1 of the Colorado Revised Statutes.
4. Provide provisional ballots to electors who qualify. Provide a telephone number that provisional voters may call to inquire if their provisional ballot counted. C.R.S. §1-8.5-101, C.R.S. §1-8.5-104.
5. Provide properly trained personnel for the preparation and conduct of the Election. Provide personnel at the tabulation center on Election day/night to release unofficial results.
6. Preserve all Election records for at least twenty-five months after a coordinated election pursuant to the Records Retention policy for the Clerk & Recorder's office and C.R.S. §1-7-802.
7. Conduct a recount of any contest where the final ballot tabulation results are close enough to require a recount or if a recount is requested by an interested party. Article 10.5 of Title 1 of the Colorado Revised Statutes.

8. Conduct a canvass of the votes and certify the results of the Coordinated Election within the time required by Applicable Election Laws. A certified copy will be provided to the Public Entity for their records. The Clerk shall determine, in the Clerk's sole discretion, whether or not to appoint any individual who may be designated by the Public Entity as a canvass board member for the Coordinated Election. C.R.S. § 1-10-202, as amended. Notwithstanding anything to the contrary that may be contained herein, the Clerk shall have the authority to appoint a representative from both major political parties (i.e., the Republican and Democratic parties) to the canvass board. Applicable background checks and security guidelines apply in accordance to Section 24-72-305.6, C.R.S. and Election Rule 20.4 to 20.4.5.
9. Provide, maintain and operate the County's electronic voting machines and vote-counting equipment.
10. Notify and provide information and materials to property owners, including overseas or military voters, where an eligible elector may vote at any Voter Service & Polling Center or make application for a mail ballot. C.R.S. §1-5-304, C.R.S. §1-7-104.

C. Election Costs

1. Keep an accurate account of all Election costs including, but not limited to, supplies, polling center expenses, printing costs, ballot creation, legal notices, labor, postage, consumables, transportation and other expenses attributable to the Clerk's administration of the Election for the Public Entity.
2. Charge the Public Entity for its portion of the costs of the Election incurred by the Clerk for that Public Entity up to and including the date of cancellation of the Election or any additional costs related to removing Public Entity from ballot programming or publications. The Clerk shall submit to the Public Entity an invoice for all expenses incurred under this Agreement.
3. The cost of any recount(s) will be charged to the Public Entity, or if more than one Public Entity is involved in the recount, the cost will be prorated among the participating Public Entities.
4. Charge the Public Entity for its portion of the costs in relation to storage of election ballots and related materials.

D. TABOR Notice

1. If the Applicable Election Laws require that the Clerk prepare a TABOR notice, the Clerk shall do so in compliance with Article X, § 20 of the Colorado Constitution and any other Applicable Election Laws.
2. Charge the Public Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Said expenses shall be prorated among all Public Entities participating in the TABOR notice. Such proration is to be based, in part, upon the space used by each Public Entity in the notice.
3. Mail to each elector within Mesa County who may be affected by certain TABOR ballot issues the TABOR notice and application for property owner ballot if applicable not less than thirty days prior to the election pursuant to Colorado Constitution Article X, Section 20(3)(b). The Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address where one or more active registered voters of the Public Entity reside. Nothing herein shall preclude the Clerk from sending the TABOR Notice of the Public Entity to persons other than electors of the Public Entity if such sending arises from the Clerk's efforts to mail the TABOR Notice at least cost.
4. Gathering all necessary comments for the Public Entity is the responsibility of the Designated Election Official ("DEO") if applicable.

II. Duties of the Public Entity

The Public Entity shall perform the following duties in connection with the Election:

A. Preparation for the Election

1. Post and/or publish any and all legal notices required pursuant to the Applicable Election Laws, with the exception of the Notice required by C.R.S. §1-5-205, which the Clerk shall publish.
2. Provide the Clerk with a written notice that the Public Entity will participate in the Election in accordance with the terms and conditions of this Agreement.
3. Gather all necessary petitions, if applicable.
4. Be solely responsible for determining whether a ballot issue or question is properly placed before the voters.
5. Provide the Clerk with a copy of the ordinance or resolution stating that the Public Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Public Entity or other designated person to execute this Agreement.
6. Provide a certified copy of the ballot content (issues and questions) to the Clerk, as an email attachment to Jessica.Empson@mesacounty.us at the earliest possible time and, in any event, no later than sixty days before the election, or **September 5, 2019 at 1:00 p.m.** C.R.S. §1-5-203(3) (a). Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed case. Ballot content submitted to the County after the deadline will not appear on the ballot.
7. The certified list of ballot issues and/or ballot questions shall be final and the Clerk will not be responsible for making any changes after the certification. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity. Determine the order of candidates in each race. Defer to the Clerk to determine the number and letter of each ballot issue and question. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the Clerk.
8. The Public Entity understands and agrees that any ballot content submitted to the Clerk after the above-noted date may result in their issues or questions not being on the ballot. In such event, the Public Entity will be required to provide for its own election at its sole cost and expense.
9. Within 24 Hours of receipt from the Clerk, proofread the layout and the text of the Public Entity's portion of the official ballots and provide written notice of acceptance to the County via email to the Clerk at Jessica.Empson@mesacounty.us. The DEO shall be available for proofing and approving ballot content for printing. Due to limited printing availability and time constraints, the DEO must be available from 8:00 a.m. to 5:00 p.m. from **September 9, 2019**, until **September 13, 2019**, or until final approval of printing of ballots has been reached. The Clerk agrees to keep the DEO apprised of ballot printing status. Should the DEO fail to contact the Clerk within 24 hours of transmission of the ballot content to the DEO for review, the Clerk shall not be held responsible for any errors or omissions if the Clerk proceeds with printing the ballots.

10. Notify the Clerk in the event that the Public Entity resolves not to participate in the Election prior to the submission of ballot certification. After ballot certification day, the Public Entity which withdraws from participating in the election shall be liable for accrued election costs. The Public Entity shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the Code) and, if the Public Entity is a special district in the office of the Division of Local Government. The Public Entity shall not cancel the election after the twenty-fifth day prior to the election, October 11, 2019. C.R.S. §1-5-208.

B. Conduct of the election

1. The Public Entity shall immediately notify the Clerk of any Election contest that is initiated and shall keep the Clerk apprised of the need to retain Election records for use in such a contest.

C. TABOR Notice

1. Be responsible for the additional costs associated with such TABOR Notice if notice is required on behalf of the Public Entity. (See also Section I.D.2 of this Agreement).
2. If the Public Entity is required to prepare a TABOR notice for any ballot issue(s) pursuant to the Applicable Election Laws, the Public Entity shall be solely responsible for its preparation, accuracy and the language contained therein, and shall submit such notice, including pro and con summaries and fiscal information, to the Clerk no later than **September 23, 2019** at 1:00 p.m. C.R.S. §1-7-904. Such notice shall be provided to the Clerk in written form and by email. The Clerk shall not be responsible for failure to meet Article X, § 20 constraints if the Public Entity fails to submit the TABOR notice and summaries in the form required by the Clerk.
3. The DEO shall receive and summarize written comments for and against proposals subject to Article X, § 20 of the Colorado Constitution. The Clerk shall have no duty or obligation to receive or summarize such comments.
4. Proofread and approve the Public Entity's TABOR content for printing within 24 Hours receipt from the Clerk. The DEO must be available for proofing and approving TABOR content for printing. Due to limited printing availability and time constraints, the DEO must be available from 8:00 a.m. to 5:00 p.m. from **September 24, 2019 until September 27, 2019**, or until the TABOR notice is mailed. The Clerk agrees to keep the DEO informed of TABOR printing status. Should the DEO fail to contact the Clerk within one (1) business day of transmission of the TABOR content to it for review, the Clerk shall not be held responsible for any errors or omissions if the Clerk proceeds with printing the TABOR content.
5. Incorporate a local election office address and telephone number into the TABOR notice. Such local election office and telephone shall be open during the Clerk's regular business hours. The Clerk shall respond to all correspondence and calls that the Clerk receives within its expertise relating to election procedures but shall refer inquiries concerning the substance of the ballot issues and ballot questions or the operations of the Public Entity to the DEO.
6. Incorporate into the TABOR notice information for absentee property owners that are within a Public Entity's jurisdiction, to opt in to receive a ballot. Mail, as may be required by law, to all property owners within the Jurisdiction's jurisdiction, other than those property owners to whom the Clerk has mailed notice above, the notice required, as may be required by law, to all property owners within the Public Entity's jurisdiction, other than those property owners to whom the Clerk has mailed notice above, the notice required by Article X, § 20 of the Colorado Constitution, such mailing to be in accordance with the requirements of the Colorado Constitution, statutes and rules and regulations.

III. Election Costs

The minimum fee for election services is \$1000.00.

1. Proportional share of costs are based on County expenditures relative to the Election, the number of electors per entity and/or space used on the ballot.
2. The Public Entity avers that it has sufficient funds available in its approved budget to pay its prorated Election expenses.
3. If it is determined that counting must be moved to an established backup site, all related costs shall be paid by the Public Entity (shared with any other Public Entity whose ballots are being counted during the Election in the timeframe using the backup procedures and site).
4. Upon receipt of the invoice, pay to the Clerk within thirty days a fee which is determined in accordance with the formula in Exhibit A.
5. Public Entity will be responsible for any additional or unique election costs resulting from Public Entity delays and/or special preparations or cancellations relating to the Public Entity's participation in the Election.

IV. Additional Provisions

1. Expected Timelines:

Public Entity	
Executed IGA Returned to Clerk	August 27, 2019
Resolution/Ordinance to Conduct Election Under Title 1	August 27, 2019
Certified Copy of Ballot Content Due to Clerk	September 5, 2019
Ballot Content Proof Due to Clerk	24 Hours After Receipt from Clerk
DEO Availability Needed for Ballot Content Proofing	September 9-13 th , 2019
Last Day for DEO to submit Pro/Con Comments	September 20, 2019
TABOR Notice Content Due	September 23, 2019
Certified Absentee Property Owner List Provided to Clerk	September 23, 2019
TABOR Notice Proof Due	24 Hours After Receipt from Clerk
DEO Availability Needed for TABOR Notice	September 24-27 th , 2019
Last Day DEO to Cancel Participation in Election	October 11, 2019
Publish Notice of Election	October 16, 2019
Election Notice must be posted in DEO's Office	October 25, 2019
Election Day	November 5, 2019
Mesa County Clerk	
Election Plan on File with Secretary of State	July 26, 2019 Complete
Watcher and Accommodation Plan Submitted to SOS	August 7, 2019
Contingency and Security Plan Filed with SOS	September 6, 2019
UOCAVA Ballots Sent	September 21, 2019
List of Election Judges Sent to Appointing Party	October 1, 2019
TABOR Notice Mailed	October 4, 2019
Last Day to Certify Ballot Content	October 6, 2019
First Day Mail Ballots Sent to Voters	October 11, 2019
Publish Notice of Election	October 16, 2019
VSPC & Drop Box Hours/Locations Posted	October 16, 2019
Last Day to Perform Logic and Accuracy Testing	October 18, 2019
First Day to Count Ballots	October 21, 2019
Canvas Board Appointed	October 21, 2019
VSPC's Open	October 28, 2019
Election Day	November 5, 2019

2. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges, immunities to the parties, their officers or employees may possess, except as expressly stated in this Agreement.
3. Time is of the essence under this Agreement. The statutory time frames or requirements of the Code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement. Failure to comply with the terms of this Agreement and/or the statutory or Secretary of State Rules may result in consequences up to and including termination of this Agreement.
4. Allocation of Cost of the Election is at the Clerk's determination and shall be final unless clearly unreasonable. Refer to Exhibit A to view your Election Cost estimate.
5. The Clerk may enter into other substantially similar agreements with other Public Entities for the conduct of other elections simultaneously.
6. Venue for any dispute hereunder shall be in the District Court of Mesa County, Colorado.
7. Notices. Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax/email was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

TO CLERK	
Drop Off	200 S. Spruce Street, Grand Junction, CO 81501
Mail	PO BOX 20000, Grand Junction, CO 81502-5001
Fax Number	970-255-5039
Email	Jessica.Empson@mesacounty.us

TO PUBLIC ENTITY	
Drop Off	250 North 5th Street, Grand Junction, CO 81501
Mail	Same as above
Fax Number	970-256-4090
Email	wandaw@gjcity.org

8. Term of IGA. The term of this IGA shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.
9. Amendments. This IGA may be amended only in writing, and following the same formality as the execution of the initial IGA.
10. In any event that any provision in this IGA conflicts with the Code or other statute, this IGA shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the Clerk or the Public Entity hereunder without the consent of the other party to this Agreement.
11. The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of the Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the CGIA), §24-10-101 to 120, C.R.S., or otherwise available to the County or the Public Entity. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the County and the Public Entity agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

12. The following Exhibit is incorporated herein by reference:
Exhibit A: Cost Estimate

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

Mesa County, Colorado Clerk and Recorder

By: Tina Peters, Mesa County Clerk and Recorder

Date

Insert Jurisdiction Name

By: Wanda Wunkelmann
City Clerk

08/22/2019
Date
970-244-1509

Title of Authorized Representative

Public Entity Phone Number

Exhibit A

2019 Coordinated Election Cost Estimate

City of Grand Junction Numbers As of 08/06/2019		
Number of Active Voters	% of Voters Coordinating	Estimated Cost Including TABOR*
38,375	28.36 %	\$48,895.00

*Estimate is based upon active voter numbers as of August 6, 2019. Active voter numbers change daily. In addition, this estimate does not consider estimated reimbursement from the state, (should the state include items on the ballot). If the state does coordinate with Mesa County, reimbursement is not a guarantee.



Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: September 4, 2019

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

An Ordinance 1) Amending the Comprehensive Plan from Park to Residential Medium, Retaining the Mixed Use Corridor Designation along Patterson Road; and 2) Rezoning from CSR (Community Services and Recreation) to R-8 (Residential Medium) and MXOC (Mixed Use Opportunity Corridor) for Two Properties with a Total of 18.433 Acres, Located at 2980 and 2982 Patterson Road (Currently Known as the Burkey Park Property)

RECOMMENDATION:

Planning Commission heard this item at its August 27, 2019 meeting and provided the following recommendations:

- 1) Approval of the Comprehensive Plan Amendment to Residential Medium and retaining the Mixed Use Corridor.
- 2) Approval of the Rezone of the southern 4 acres of the site to MXOC (Mixed Use Opportunity Corridor).
- 3) Planning Commission failed to approve the R-8 zone district for the northern 18.433 acres.

EXECUTIVE SUMMARY:

The Applicant, the City of Grand Junction, is requesting multiple actions on two properties that total 18.433 acres located at 2980 and 2982 Patterson Road currently known as Burkey Park. Both properties are presently vacant. The proposed actions are to: 1) amend the Comprehensive Plan from Park to Residential Medium, retaining

the Mixed Use Corridor Designation along Patterson Road; and 2) rezone the properties from Community Services and Recreation (CSR) to MXOC (Mixed Use Opportunity Corridor) along the Patterson Road frontage of 4.0 acres which encompasses area of both parcels and R-8 (Residential 8 units per acre) for the remaining 14.433 acres of the 2982 Patterson Road property.

The proposed changes are intended to allow expanded options for future private development and particularly the potential for mixed use projects that optimize the properties' location along the Patterson Road Mixed Use Corridor. The City is reviewing a concurrent application to subdivide the property which would plat the parcels into two lots that correspond to the areas in which these zone districts are being considered.

BACKGROUND OR DETAILED INFORMATION:

The City currently owns the two parcels that total 18.433 acres located at 2980 and 2982 Patterson Road commonly known as the undeveloped Burkey Park land. In December of 1966, the Burkey family offered to donate approximately 17 acres of land to the City of Grand Junction for a park (2982 Patterson Road). In 2001, the City acquired an adjacent parcel (DuCray property at 2980 Patterson Road) in order to 'square up' the overall site. While the Park is City property and has been annexed into the City, it is in an area predominantly surrounded by unincorporated Mesa County. The proposed Matchett Park property is 1.2 miles to the west of this site, and Long Family Memorial Park is 1.3 miles to the east, thus, development of this site for park space by the City is not anticipated to be a city priority in either the short- or long-term. The property is not currently listed for sale.

The property is currently annexed into the City while much of the surrounding neighborhoods are within County jurisdiction. Any action on this request will not impact the unincorporated status of the surrounding properties.

Pursuant to Article VI, Section 48 of the City Charter, property held or used for park purposes can be sold only with approval by majority of the City's qualified electors. During the recent municipal election on April 2, 2019, voters were asked approval for the City Council to sell approximately 18 acres known as Burkey Park, with proceeds of the sale being used for the development and construction of improvements at Matchett Park. In recognition of the Burkey family, it has been proposed that the main pavilion at Matchett Park commemorate L.W. and Mildred L. Burkey. This sale was approved by the City electorate by a margin of 8,873 for and 7,915 against.

The Burkey Park property is located within the City limits of Grand Junction and has a zoning designation of CSR (Community Services and Recreation), the purpose of which is to provide public and private recreational facilities, schools, fire stations, libraries, fairgrounds, and other public/institutional uses and facilities. If the property

were to be sold for private development, a rezone would likely be requested.

The Comprehensive Plan Future Land Use Map provides guidance as to the zone districts that could be considered. The property is designated as Park within a designated Mixed Use Corridor along Patterson Road on the Future Land Use Map. The purpose of the Mixed Use Corridor is to provide service, retail and office commercial uses that service the immediate surrounding area. The designation of Park is intended for active park and recreation sites with public access. Based on the intended sale of the property to a private entity with likely future use as something other than active park and recreation, a change to the Future Land Use Map is also being requested. Staff is recommending that the Comprehensive Plan Future Land Use Map be amended to reflect a Residential Medium (4-8 units per acre) land use category while retaining the designated Mixed Use Corridor along the Patterson Road frontage.

Staff is recommending zoning for the site be split to recognize both the residential nature of the northern portion of the site as well as the Mixed Use Corridor in the southern portion of the site. Staff recommends a zoning of Mixed Use Opportunity Center (MXOC) be considered on the front four acres of the property that abut Patterson Road. The intent of this zone district is to implement the Mixed Use Corridor land use category and create pedestrian-friendly and pedestrian-scaled areas of mixed use that promote neighborhood walkability and would allow neighborhood service, retail and office uses.

On the remaining northern 14.433 acres of the property, City staff is recommending a zone district of R-8 (Residential 8 units per acre) be considered which is consistent with the land use designation for adjacent properties. Neighboring residential densities range from 5 dwelling units per acre to approximately 7 dwelling units per acre. R-8 allows for a minimum lot size of 3,000 square feet and allows the property to develop at a density between 5.5 dwelling units to 8 dwelling units per acre. The zone district R-5 was also considered by Staff. The R-5 zone district allows for minimum lot size of 4,000 square feet and density ranging from 3 dwelling units per acre to 5.5 units per acre. However, most frequently the City sees residential projects develop at or near the minimum densities and staff does not believe that a 3 dwelling unit per acre density is desirable at this central and urban location and thus is recommending the R-8 zone district.

The City is proposing the rezone at this time in order to better market the properties to potential future private developers. The City is concurrently reviewing an application for subdivision of the property to correspond to the areas of these zone districts, including one new lot along the Patterson Road corridor (to be zoned MXOC) and one lot that is the remainder of the property (to be zoned R-8).

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting that was also conducted for the dissemination of information to the broader public as well as for the receive of input was held on June 10, 2019. The meeting conducted was consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. The purpose of the meeting was to reach out to the adjacent neighbors as well as to initiate the required outreach process related to a rezone request. Approximately 60 citizens attended the meeting. While some comments supported the sale of the property and the rezone, comments received were predominately opposed to the sale of the property and many vocalized oppositions to any use of the property beyond a public park space. A summary of comments received from the meeting is attached.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code for this public hearing. Mailed notice of the Public Hearing, in the form of notification cards was sent to surrounding property owners. The City significantly expanded the notice area for this meeting beyond the 500-foot requirement to include 1,019 neighbors being mailed notice. The subject property was posted with an application sign on August 16, 2019 and notice of the public hearing was published August 20, 2019 in the Grand Junction Daily Sentinel.

ANALYSIS

Comprehensive Plan Amendment

Pursuant to section 21.02.130(c)(1) The City may amend the Comprehensive Plan, neighborhood plans, corridor plans, and area plans if the proposed change is consistent with the vision (intent), goals and policies of the Comprehensive Plan and meets at least one of the following review criteria.

(i) Subsequent events have invalidated the original premises and findings; and/or

The 2010 Comprehensive Plan includes a Future Land Use Map which identifies these two properties as Park due to their ownership by a public entity (City of Grand Junction). A subsequent event that has occurred is the passage of Referred Measure 2D, the sale of undeveloped Burkey Park land, in the election held April 2, 2019. This measure was referred to the ballot with the intention that the City would sell the property and thus would no longer be designated for park land or for other community services. The subsequent sale of the property to a private entity may invalidate the original premise of the Plan but, until then, Staff has not found a subsequent event that invalidates the Plan. As such, Staff finds this criterion has not been met.

(ii) The character and/or conditions of the area has changed such that the amendment is consistent with the Plan; and/or

The subject properties are surrounded by residential neighborhoods but with nearby neighborhood-oriented commercial development along Patterson Road (Maverick service station approximately a quarter mile to the west and Rite Aid drugstore and Family Dollar convenience store approximately 300 feet to the east). This redevelopment has occurred and will continue to occur as Patterson Road carries a heavier traffic load such that it is not conducive to single family residential or neighborhood park development and as there is demand for neighborhood-oriented commercial uses in this area of Grand Junction. The commercial uses are consistent with the Comprehensive Plan Future Land Use Map designation that Patterson Road is a Mixed Use Corridor and the recommended Residential Medium designation of the properties will be consistent with the surrounding residential land use categories. Thus, Staff finds this criterion has been met.

(iii) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

The subject property is surrounded by urban development and is located along a Principal Arterial (Patterson Road). Consequently, public and community facilities exist in the area that are adequate to serve the type and scope of land uses that could be developed on this property if designated for Residential Medium and Mixed Use Corridor. The existing utility services include Ute Water, Persigo 201 sewer service, Palisade Irrigation District, Grand Valley Power and Xcel Energy electricity and natural gas, and cable network links. Public safety, fire, EMS and police services can adequately serve this area of the City. Based on the provision and concurrency of public utilities and community facilities to serve the Comprehensive Plan amendment request, staff finds that this criterion has been met.

(iv) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

Since it is intended that this property transfer to private ownership, the proposed land uses will likely change to something other than a public park or facility. Thus, its designation as Park on the Future Land Use Map will no longer fit with proposed land use. Proposed uses are likely residential and neighborhood-oriented business. In the case of the residential component, there is an adequate supply of Residential Medium property within the City and there are many areas that are designated as Mixed Use Corridor. Staff finds that this criterion has not been met.

(v) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Public benefit will be derived from the requested Comprehensive Plan Amendment due to the potential to attract and support future private development that would not

otherwise be considered for the property. In addition, the sale of the park was supported by a majority of city residents with the passage of Measure 2D in April 2019. The requested rezone will support the citizens' favorable vote as well as be consistent with the goals of the Comprehensive Plan.

However, significant public sentiment has been received that the sale and rezone of the undeveloped Burkey Park land would be detrimental to the community and surrounding area for a variety of reasons including, but not limited to, access to open space and investments made with the understanding the property would remain available for public purposes.

Staff has not provided an opinion on whether this criterion has or has not been met.

The proposed amendments implement the following guiding principle, goals and policies:

Guiding Principle 1: concentrated Centers – The Comprehensive Plan calls for three types of centers; the City Center, Village Centers, and Neighborhood Centers. The Plan also establishes Mixed Use Corridors along some major corridors. The Subject property is located within the Patterson Road Mixed Use Corridor.

Guiding Principle 2: Sustainable Growth Patterns – Encourage infill and redevelopment.

Goal 1C: The City will make land use decisions consistent with the goal of supporting and encouraging the development of Centers/Mixed Use Corridors.

Goals 3A and 3B: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community. This includes the creation of large and small centers and mixed use corridors with walkable services and commercial areas, thereby reducing the number of trips generated and vehicle miles traveled for shopping and services.

Rezone

Pursuant to the rezoning criteria provided in GJMC 21.02.140, the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following criteria:

(1) Subsequent events have invalidated the original premise and findings; and/or

The 2010 Comprehensive Plan includes a Future Land Use Map which identifies these two properties as Park due to their ownership by a public entity (City of Grand Junction). A subsequent event that has occurred is the passage of Referred

Measure 2D, the sale of undeveloped Burkey Park, in the election held April 2, 2019. This measure was referred to the ballot with the intention that the City would sell the property and thus would no longer be designated for park land or for other community services. The subsequent sale of the property to a private entity may invalidate the original premise of the and findings but, until then, Staff has not found a subsequent event that invalidates the Plan. As such, Staff finds this criterion has not been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The subject properties are surrounded by residential neighborhoods but with nearby neighborhood-oriented commercial development along Patterson Road (Maverick service station approximately a quarter mile to the west and Rite Aid drugstore and Family Dollar convenience store approximately 300 feet to the east). This redevelopment has occurred and will continue to occur as Patterson Road carries a heavier traffic load such that it is not conducive to single family residential or neighborhood park development and as there is demand for neighborhood-oriented commercial uses in this area of Grand Junction. The commercial uses are consistent with the Comprehensive Plan Future Land Use Map designation that Patterson Road is a Mixed Use Corridor. The requested rezoning to R-8 and MXOC will be consistent with the Plan, as well as the current and anticipated future character of the area. Thus, Staff finds this criterion has been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

The subject property is surrounded by urban development and is located along a Principal Arterial (Patterson Road). Consequently, public and community facilities exist in the area that are adequate to serve the type and scope of land uses that could be developed on this property if zoned R-8 and MXOC. The existing utility services include Ute Water, Persigo 201 sewer service, Palisade Irrigation District, Grand Valley Power and Xcel Energy electricity and natural gas, and cable network links. Public safety, fire, EMS and police services can adequately serve this area of the City. Based on the provision and concurrency of public utilities and community facilities to serve the rezone request, staff finds that this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

The adequacy of R-8 and MXOC designated lands in the specific Patterson Road Corridor has been used to evaluate this criterion. While Patterson Road is a designated Mixed Use Corridor, there is very little land actually zoned to implement the corridor and no vacant land along the corridor currently zoned for the potential development of

uses intended by the Mixed Use Corridor land use designation. The only zone district that implements the Mixed Use Corridor land use category is MXOC.

There is no land in the area in the City and County zoned R-8 but certainly the type of development that could occur in the proposed R-8 zone district (5.5-8 units per acre) is compatible with the residential densities in the area (5 to 7 units per acre). The proposed split of zoning and subsequent corresponding subdivision of the property allows for development of the Patterson Road Mixed Use Corridor but limits the encroachment of non-residential uses in the northern area of the site. As is, since both existing parcels are subject to the Mixed Use Corridor, the entire 18.45 acres could be zoned and developed for neighborhood-oriented commercial uses. Or, left as CSR, it could be developed by a private entity for a much broader range of land uses from low density single family residential and schools to general offices, correctional facilities and indoor shooting range. Staff believes the split zoning will support future land uses that are more compatible with both surrounding residential neighborhoods as well as the commercial nature of the Patterson Road corridor rather than leaving it as a CSR-zoned property. Based on these considerations, staff has found this criterion has been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Public benefit will be derived from the requested Comprehensive Plan Amendment due to the potential to attract and support future private development that would not otherwise be considered for the property. In addition, the sale of the property was supported by a majority of city residents with the passage of Measure 2D in April 2019. The requested Comprehensive Plan Amendment will support the citizens' favorable vote as well as be consistent with the goals of the Comprehensive Plan listed below.

However, significant public sentiment has been received that the sale and rezone of the undeveloped Burkey Park land would be detrimental to the community and surrounding area for a variety of reasons including, but not limited to, access to open space and investments made with the understanding the property would remain available for public purposes.

Staff has not provided an opinion on whether this criterion has or has not been met.

The proposed rezone is consistent with the same principles, goals and policies of the Comprehensive Plan that are listed in the Plan Amendment analysis section.

FISCAL IMPACT:

This land use action will allow for future private development of the site through sale of the Burkey Park property as allowed by the passage of Referred Measure 2D on April

2, 2019. Proceeds from the sale will be used for future development and construction of improvements of nearby Matchett Park.

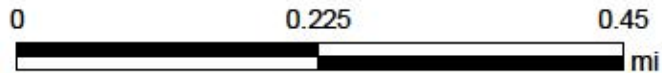
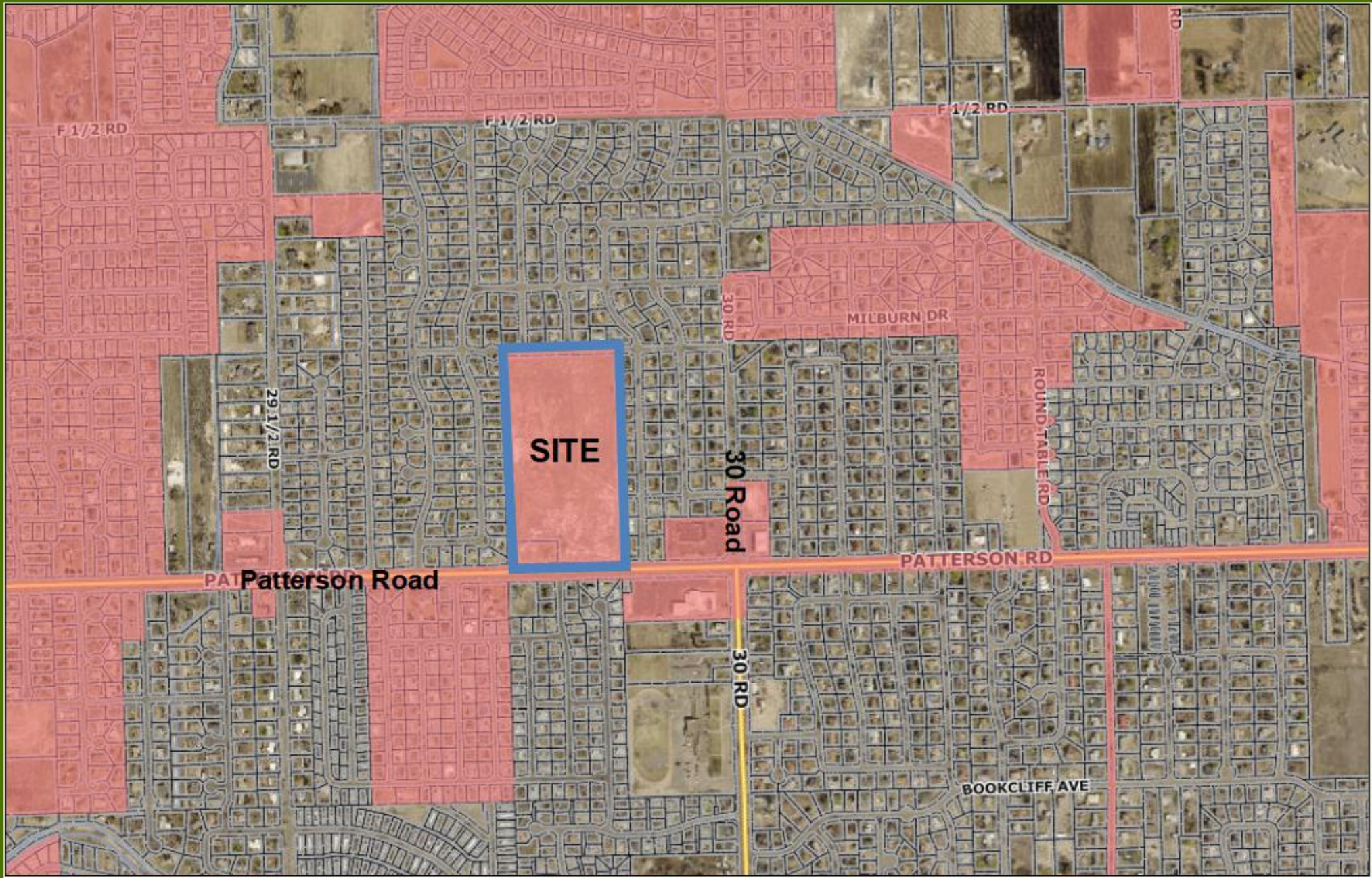
SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4871, an ordinance amending the Comprehensive Plan Future Land Use Map Designation to Residential Medium retaining the Mixed Use Corridor and rezoning to R-8 (Residential 8 units per acre) and MXOC (Mixed Use Opportunity Corridor) for the property known as Burkey Park on 18.433 acres, located at 2980 and 2982 Patterson Road on final passage and order final publication in pamphlet form.

Attachments

1. 2980 and 2982 Patterson Maps and Photographs
2. Summary of Public Comments
3. Planning Commissioner Question Correspondence
4. Burkey CPA Rezone Comments
5. Burkey Comp Plan Amendment and Rezone Ordinance
6. Public Correspondence Received 9-2-2019

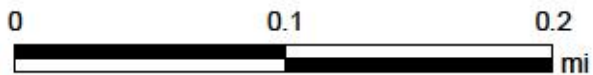
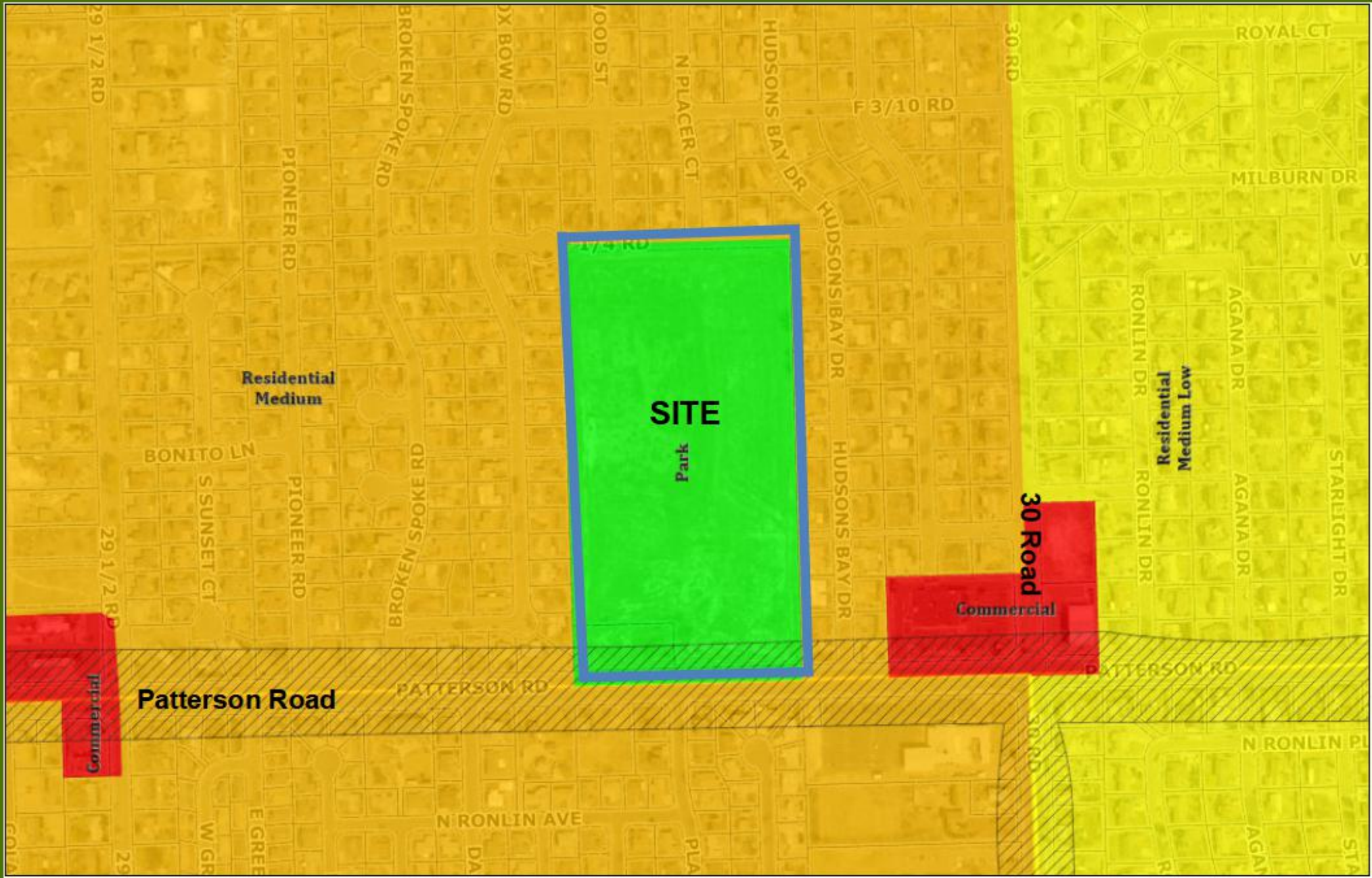
2980 and 2982 Patterson Location Map (City Limits = Pink)



Printed: 8/4/2019

1 inch = 752 feet

2980 and 2982 Patterson Road Future Land Use Map



Printed: 8/4/2019

1 inch = 376 feet

2980 and 2982 Patterson Road Existing Zoning Map



Printed: 8/4/2019

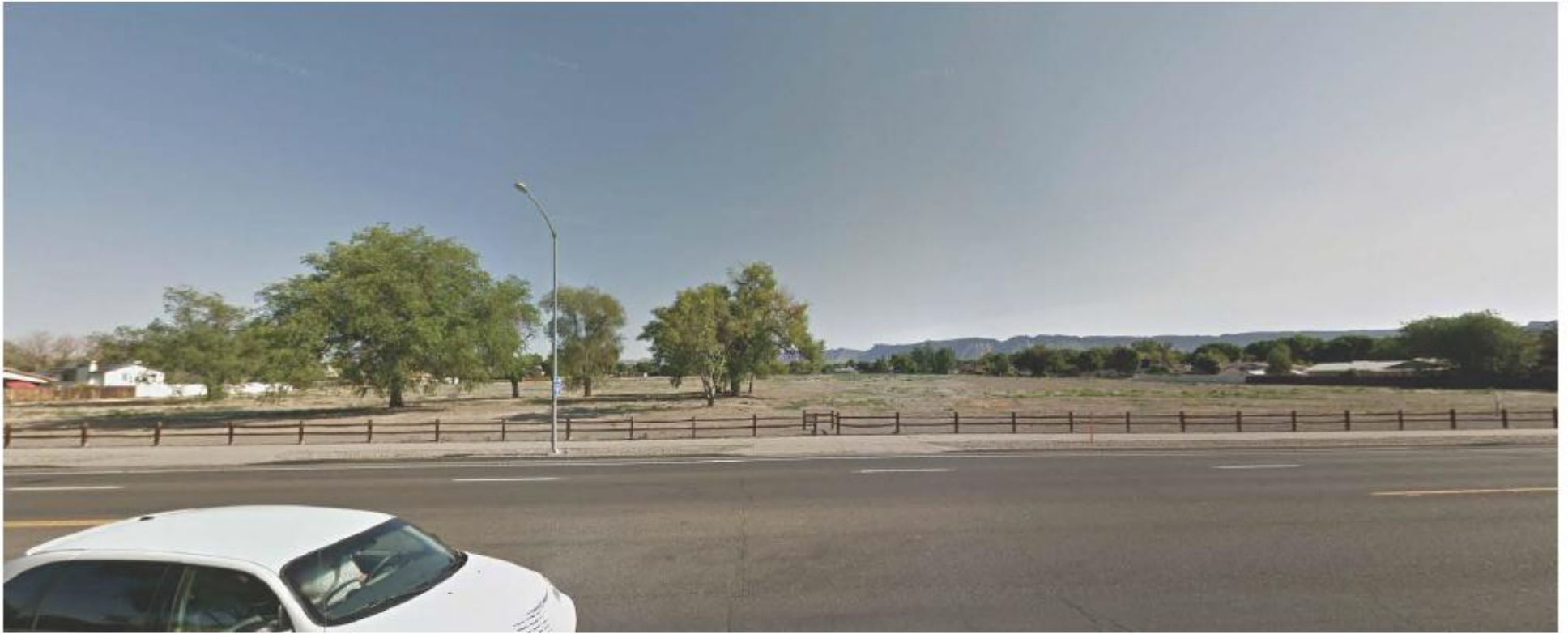
1 inch = 376 feet



2980 and 2982 Patterson Road View from East



© 2018 Pictometry



2980 and 2982 Patterson Road – View Across Site From South (Patterson Road)

So unfair we didn't get to vote on something that affects us. A slap in the face for the Burkey's! I don't know why we are here for this meeting. The city have gotten what they wanted & that is that.

Thank you for your dog and pony show. I have no trust in the City of G.J.

We have lived in Oxbow for 40 years. We even had a rep come to the park are are so such a plan! We are very upset with the city! & county.

You should allow county res to vote! Burkey park should be made into entertainment park for kids, or dogs, or a rec center.

Thus meeting was for Matchett Park not Burkey. We did not get to vote on this develop a park. We do not need a liquor store another gas station – we have churches, we have been promised a park. If has to be – single family homes – no apts.

Against the sell as the people and property owners around the land were not aloud to vote on this which effects us.

Concerned about what commercial businesses will build on property. What type of homes ie \$600,000 homes, homeless shelter, low income? Will taxes go up for individual homes? Size of homes & parcel sizes.

It's hard to believe in 50 years Burkey Park has not been developed. I can fully understand the neighbors surrounding the park being upset about not being able to vote on it selling. It send a message "Don't donate to the City, it won't happen". I think it should at least be a large park for the area even if the frontage along Patterson sold.

It is very unfair that a very large population of the "county" this population being Oxbow subdivision, was completely left out of being able to express our desires for Burkey Park all because we don't live within GJ City limits. So you can imagine just how disappointed I was when I found out that Burkey was long ago since 1966 was supposed to be a beautiful recreation area is now going to be sold and will become anything but. We in my area are being cheated and basically being told that we have no say in this matter because we are not City residents and may never have a say so. It's a shame that Burkey "Park" is likely going to turn into yet another crime infested apartment complex thus ruining a nice and peaceful area. The area known as Oxbow Subdivision. It truly is a shame.

Rezoning should include a green space requirement that would be used for Burkey plaque of acknowledgement.

Can we appeal this approval??? This sale of property was not right. I was sold my lot to build my house in 1978 and was told the property was to be a park. I have lived in my house all these years raised my children had home daycare for 32 years and now grandchildren and never a park. The sale was not fair my house at 618 Oxbow will have whatever now in my backyard and this sale is very upsetting. The family donated this land for the neighborhood to have a park to get and keep kids out of trouble. I am my husband do not want multi level housing behind my house!!! Or commercial only single level housing.

We want absolutely no multi-family homes built on the Burkey Park Property. Single Family Only.
Richard Emmert.

Laws state county residents couldn't vote on the sale of Burkey Park even though we live around it. Its time our mayor and other lawmakers decide all residents count not just the ones that help them further their agendas. City residents have no ideas about how county residents may want their communities. We should have all been able to (vote)

So when the city sell the Burkey property are they going to annex the subdivisions around it into City Limits, the Burkey property was donated as a park why not make it so the children around those neighborhood. City does what they want any way.

Thank you for the opportunity to hear directly from speakers possible plans for Burkey Park. Our hope was to develop the area into an actual park. The property is currently utilized as a recreation area.

No multi family housing!! No retail! Single family low density only – single family only! Green space on 3 sides – single family homes in the center – All traffic directed onto Patterson Road only! The neighborhoods are already mobbed with heavy traffic already! Too many little kids moving in!

What was said tonight, This is a true disgrace to the Burke Family's wishes along with all the long term & current home owners of the connecting area to the park as known. I have lived and bought my house 1 block away thinking it would someday be as what the Burke Family wanted. I am concerned about out property values & taxes if this is turned into res/bus property. K.Carson. carsonkevin@gmail.com

I have lived in a house on Oxbow Road for 30 years and am not in favor of rezoning Burkey Park. Since I didn't get to vote on the issue for the option of rezoning this parcel of land am not in favor of this at all. My option is to just keep the land the way it is so our taxes don't go up. It scares me about the property taxes from housing development or

What I feel is: We on the East side of GJ (City or County) are taxed but not given the same consideration as Redlands or west side of Grand Jct – just me feeling

Long Park doesn't have enough parking on the north. Canyon view doesn't have enough parking – it's a real problem. If you develop enough to attract people, please put in enough parking. I live in the county. I realize the City can do what it wants to Burkey. But we aren't making any more park land anymore. It's a shame to dispose of any park property.

From: Eric Farslow <nefarslow@gmail.com>
Sent: Tuesday, June 11, 2019 9:17 AM
To: gjparksandrec
Subject: Burkey Park Public Meeting 6/10/2019

Dear Sirs,

I wish to leave you my comments on this meeting,

First of all I saw no attendees that were glad to see what was happening with the land..

everyone felt betrayed by the City voting on taking the land and setting it up for sale,

To rezone the land from Park to Mixed use residential is not a need the neighborhood has. this is only being done to make the land attractive to developers. This totally disregards the quality of life the residents have enjoyed for years by trying to put a development with twice the density of the surrounding subdivisions smack in the middle and taking away the open area of 18 acres they had, , It was obvious to my wife and I that this was not a good faith meeting to get our views, but rather a legal requirement to meet the objective of rezoning the property.

I am familiar with the City County master plan, but there is no need for this rezone .the area should remain zoned a a park.

Good Day

Eric Farslow

613 OxBow Rd

From: Cindie Downs [<mailto:CDowns@grandvalleybank.com>]

Sent: Tuesday, June 11, 2019 7:07 AM

To: Belinda White <belindaw@gjcity.org>

Subject: Burkey Park

Proposal for development of Burkey Park

If and when this property sells to a developer please make part of the condition:

Some open green space with a paved walking path

Thank You for your consideration.

Cindie Downs

Concerned neighbor and citizen

Neighborhood Meeting concerning Burkey Park
June 10, 2019

Response from

Cindie Downs
645 ½ Broken Spoke Rd
Grand Junction Co 81504
970-254-6518
cin61die@gmail.com

The City Council placed a ballot question on the April 2019 ballot that of course only Grand Junction city voters could vote on but affected county residents.

Unless a citizen attends every City Council meeting or looks at the agenda on line before each meeting – how were we to be informed this question was going to be discussed for the ballot?

How ironic that this ballot question passed but not the Community Center/Machett Park question. Two issues that are in my neighborhood that I had no vote on.

Will the rezoning of Burkey Park put my neighborhood with in the City Limits?
At least then I will have a voice and vote.

But of course that is the past and now we need to deal the consequences.

The city will sale "Burkey Park". The ballot language specifically stated the proceeds would be used for "Machett Park". How are we as citizens to be sure that will take place? Is the city proposing to start development of "Machett Park" as soon as "Burkey Park" sales?

Will part of the new development of Burkey property require at least some green space?
For example a grassy area with a walking trail. This area and streets have few sidewalks for walking safety.

I have lived in Grand Junction all my life and have lived in Oxbow Subdivision for 20 years.
I keep waiting for Burkey Park , Matchett Park and the 29 road/170 access to be developed- all issues that I have had no access to vote on.

I am close to retirement and would enjoy green space with walking accessibility for my health.

From: Tamra Allen
Sent: Tuesday, August 20, 2019 3:04 PM
To: Kathy Deppe
Subject: Burkey Property

Kathy, the property has not yet been offered for sale. City Council's approach thus far has been to establish zoning first and then sale/market the property.

Thank you,

Tamra Allen, AICP
Community Development Director
City of Grand Junction, Colorado
tamraa@gjcity.org
970-256-4023



From: Kathy Deppe
Sent: Tuesday, August 20, 2019 3:04 PM
To: Tamra Allen <tamraa@gjcity.org>
Subject: Burkey Property

Kristen suggested that you might know if the Burkey Property has been offered for sale? If so, at what price and is there a contract to purchase in a pending position? If you don't know, who might have the answer to that question? If it has not yet been offered for sale, when might that happen?

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From: Kathy Deppe [<mailto:kdeppe47@gmail.com>]
Sent: Tuesday, August 13, 2019 2:21 PM
To: Kristen Ashbeck <kristena@gjcity.org>
Subject: Re: File No. CPA 2019-433 and File No. CPA RZN 2019-432

Kirsten,
Thanks for your quick response.
Few more questions...

Who would know if and/or when the property will be actually for sale and at what price? Additionally, who would know if there is indeed a

"pending sale" for the property? Don't know the answer to these two but Tamra may.

How is an enclave of the city limits established? If an area is completely surrounded by properties that are in the City limits. If City has determined that densities of the surrounding existing development range are from 5 to 7 units per acre, then why R-8 for this property. As I stated, R-8 usually develops at 5.5 which is the minimum density in R-8 and R-5 maximum is 5. There is no other zone district in between so to achieve 5.5 to 7 units per acre that is comparable to surrounding development, R-8 is the zone to apply.

Thanks again,

Kathy Deppe
KFS Realty, LLC
Broker/Owner
970-250-1350

On Tue, Aug 13, 2019 at 8:00 AM Kristen Ashbeck <kristena@gjcity.org> wrote:

Hi Kathy,

Answers as best I can in RED below.

Kris

From: Kathy Deppe [mailto:kdeppe47@gmail.com]

Sent: Monday, August 12, 2019 7:46 PM

To: David Thornton <davidt@gjcity.org>; Kristen Ashbeck <kristena@gjcity.org>

Subject: File No. CPA 2019-433 and File No. CPA RZN 2019-432

David and Kristen,

Since Tamra Allen is out of town, could one of you give me some answers to the following questions regarding the above

referenced files.

I noticed these two items in the weekly activity report which is shared with the Planning Commission so my questions would be:

1. Will these two items come before the Planning Commission before being sent to City Council for final Approval or Disapproval? **Yes, just like any other Plan Amendment and Rezone.**

2. Has the property been offered for purchase to the General Public and if so, what are the details. **Not to my knowledge.**

3. Will the surrounding homes be automatically be annexed into the City as a result of any action that might be taken with regard to the Burkey Property. **No, neither this action nor any future action have anything to do with annexation. Annexation of that area will only be initiated if the area ever becomes part of an enclave of city limits or the neighborhoods/property owners request to be annexed.**

4. Because the existing homes around the Burkey Property are Mesa County, will those homeowners be notified of

any changes that maybe made with regard to the Burkey Property? **Just as they were notified of the Neighborhood Meeting, if the future changes require a Neighborhood Meeting or Public Notice of property owners within 500 feet or HOAs within 1,000 feet, they will be notified, although we used a larger area for the initial meeting in June.**

5. From the request, or file application, requesting R-8 Zoning with the Mixed Use Commercial, it would appear to me that the request at this time is being made by the City in order to satisfy a "contingency" in a Contract to Purchase with that contingency being the zoning change as requested by a Purchaser. True or False? **To the best of my knowledge, False. The Comp Plan Amendment and Rezone are needed so**

that the City may ready the property for sale as mandated by passage of the initiative. The zoning it currently has of CSR best fits public ownership and is not conducive to future private development.

6. If a Contract to Purchase does not exist at this time, can I ask by what evaluation has it been decided that the

"highest and best use" of the property should be R-8. None of the properties, either within Mesa County or the City of Grand Junction, that are close to the same location at the Burkey Property, have that sort of zoning that I am aware of. Please advise in the event I am wrong just so that I know. R-8 is proposed keeping in mind this zone district typically builds out closer to the minimum density of the zone district of 5.5 . We have determined that densities of the surrounding existing development range from 5 to 7 units per acre..

I know you are both very busy, so, an answer, when you have time is acceptable. My City I-Pad still has a "mind of its own" so I am not surprised that my original email to Tamra didn't get to you after her message that she is out of the office.....no way...could NOT be operator error! LOL

Thanks for your time,

Kathy Deppe

Kristen Ashbeck

From: Kristen Ashbeck
Sent: Friday, August 16, 2019 12:45 PM
To: Alexandria Clark
Subject: RE: Burkey Property

Nothing at this time. The proposal is just to zone the property something more comparable to what is allowed in the area – the northern part Residential and the southern part Mixed Use Commercial so that the City may sell it. If the City sells it with the zoning it has, there is a much wider range of uses that could go on the property.

From: Alexandria Clark [mailto:aclark1002@gmail.com]
Sent: Friday, August 16, 2019 12:42 PM
To: Kristen Ashbeck <kristena@gjcity.org>
Subject: Re: Burkey Property

Oh, I guess I misunderstood. What is proposed to go there?

On Fri, Aug 16, 2019, 12:37 PM Kristen Ashbeck <kristena@gjcity.org> wrote:

Hi Alexandria,

Thank you for your comments on the proposal. It is not necessary for you to attend the hearings, your comments will be provided to both the City Planning Commission and the City Council as they consider the requests.

Please note that there is currently no proposal to construct an apartment building on the property.

Feel free to contact me if you have further questions or concerns.

Kristen Ashbeck AICP

Principal Planner

City of Grand Junction

250 North 5th Street

Grand Junction CO 81501

970-244-1491

kristena@gjcity.org

From: Alexandria Clark [mailto:aclark1002@gmail.com]
Sent: Friday, August 16, 2019 12:27 PM
To: Kristen Ashbeck <kristena@gjcity.org>
Subject: Burkey Property

Hello, I own the house at 628 Broken Spoke Road and I received the notice of public hearing in the mail today. Unfortunately, I am unable to attend the hearings due to work and having 3 small children, but I wanted to Express my concern for the rezoning of this property. I am mostly concerned about the increase in traffic that will be inevitable and with small children, the least amount of traffic the better. We already have increased traffic since the subdivision was built behind us. My second concern is decreasing property values with putting an apartment complex in a neighborhood with only single family homes. My third concern is that we love having that property there as a park. My children and I go there to walk around and they run. While I would love for it to be developed into a better park or at the very least having a walking trail, I prefer it as is verses the proposed measure. Also, I think it needs to be said that it was gifted to be used as a park to the community, not to be turned into multi use facility. I hope my concerns will be taken into account. If we have to attend the hearings for them to be accounted for we will have to make it work. Let me know if that is necessary.

Sincerely,

Alexandria Clark

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION TO RESIDENTIAL MEDIUM RETAINING THE MIXED USED CORRIDOR AND REZONING TO R-8 (RESIDENTIAL 8 UNITS PER ACRE) and MXOC (MIXED USE OPPORTUNITY CORRIDOR FOR THE PROPERTY KNOWN AS BURKEY PARK ON 18.433 ACRES

LOCATED AT 2980 and 2982 PATTERSON ROAD

Recitals:

The applicant and owner, the City of Grand Junction, of 18.433 acres of vacant land at 2980 and 2982 Patterson Road, (referred to herein and more fully described below as the "Property"), proposes a Comprehensive Plan Amendment from Park to Residential Medium retaining the Mixed Use Corridor and rezone from Community Services and Recreation (CSR) to Residential 8 units per acre (R-8) and Mixed Use Opportunity Corridor (MXOC).

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Planning Commission reviewed the request for the proposed Comprehensive Plan Amendment and Rezone, and determined that it satisfies the amendment and rezoning criteria provided in GJMC 21.02.130 and 140; applicable criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies and recommended approval of the amendment to Residential Medium and the rezone request to Residential 8 units per acre (R-8) and Mixed Use Opportunity Corridor (MXOC) and as shown in Exhibit A.

The City Council, after a public hearing and review of the proposed Comprehensive Plan Amendment (CPA-2019-433) Rezone (RZN-2019-432) to Residential 8 units per acre (R-8) and Mixed Use Opportunity Corridor (MXOC), determined that the request satisfies the applicable criteria of the Code and are consistent with the purpose and intent of the Comprehensive Plan.

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

- A. This Ordinance applies to the following described property with land use and zoning designation as noted:

Preliminary Lot 1: Future Land Use Residential Medium with Mixed Use Corridor and Zoned MXOC (2943-054-00-123 and a Portion of 2943-054-00-124) – 2980 and a Portion of 2982 Patterson Road

That certain parcel of land lying in the West-half of the Southeast Quarter of the Southeast Quarter (W 1/2 SE 1/4 SE 1/4) of Section 5, Township 1 South, Range 1 East of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado being more particularly described as follows:

The North 263.70' of the South 313.70 feet of the West-half of the Southeast Quarter of the Southeast Quarter (W 1/2 SE 1/4 SE 1/4) of Section 5, Township 1 South, Range 1 East, Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado.

CONTAINING 4.000 Acres, more or less, as described.

Preliminary Lot 2: Future Land Use Residential Medium and Zoned R-8 (a Portion of 2943-054-00-124) – 2982 Patterson Road

That certain parcel of land lying in the West-half of the Southeast Quarter of the Southeast Quarter (W 1/2 SE 1/4 SE 1/4) of Section 5, Township 1 South, Range 1 East of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado being more particularly described as follows:

All of the West-half of the Southeast Quarter of the Southeast Quarter (W 1/2 SE 1/4 SE 1/4) of Section 5, Township 1 South, Range 1 East of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, LESS HOWEVER, the Northerly 50.00 feet thereof dedicated to Mesa County as right of way for F-1/4 Road per Book 1167, Page 728, Public Records of Mesa County, Colorado and LESS HOWEVER, the Southerly 313.70 feet thereof.

CONTAINING 14.433 Acres, more or less, as described.

Total of said two parcels containing an area of 18.433 acres, as herein described (the "Property").

Introduced for first reading on this 21st day of August, 2019 and ordered published in pamphlet form.

PASSED and ADOPTED this _____ day of _____, 2019 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk

From: Rafael Salaz <blacktoe23@icloud.com>

Sent: Monday, September 2, 2019 2:51 PM

To: Phyllis Norris

Subject: Burkey Park . High Density Housing.

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

Hi I'm Rafael A Salaz. I live at 605 Fort Uncompahgre Drive Grand Junction 81504. We contracted this home built in February of 1977. We move in July 11 1977. In those 42 years the area has deteriorated . A few homes in the neighbor hood had to be gutted out . Because of the manufacture of Meth drugs. Other people had 40 or more Marijuana plants to sell the Buds. And manufacture Hash Oil etc. All this activity brought in an excessive amount of traffic and strange people at all hours of the day and night. There is a walk way between our house . It has been used by people to hang around and have sex at times . The front of our home has been used to sell Drugs day and night at times. The Rite Aid Store was robbed a few years ago . The robber parked his car almost in front of our house. We don't need any more low income or any more multi homes of any kind here. The city and the county need to get the boundaries in a better order . What you people are creating is high end Ghetto. Share this with the other five council members . Give me a call. 970-245-2264 . Thanks Rafael A Salaz.



Grand Junction City Council

Regular Session

Item #6.a.ii.

Meeting Date: September 4, 2019
Presented By: Scott D. Peterson, Senior Planner
Department: Community Development
Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

A Resolution Accepting the Petition for Annexation of 3.557 Acres of Land and Ordinances Annexing and Zoning the Kiser Annexation to R-2 (Residential - 2 du/ac), Located at 136 Vista Grande Road

RECOMMENDATION:

Planning Commission heard the Zone of Annexation request at its July 23, 2019 meeting and forwarded a recommendation of approval (7 to 0) of the zoning designation of R-2 for the property to City Council.

EXECUTIVE SUMMARY:

The Applicants, Stan and Judy Kiser, are requesting annexation and a zone of annexation to R-2 (Residential – 2 du/ac) for the Kiser Annexation located at 136 Vista Grande Road. The approximately 2.887-acre parcel is located in the Redlands at the intersection of Vista Grande Road and S. San Miguel Drive, north of Broadway (Hwy. 340) and has a Comprehensive Plan Future Land Use Map designation of Residential Medium Low (2 – 4 du/ac). Total area requested for annexation is 3.557-acres which includes 0.67 acres of the adjacent S. San Miguel Drive right-of-way. The subject property currently contains a single-family detached house along with various accessory structures. The owners are requesting annexation in conformance with the requested R-2 zone district in anticipation of future residential subdivision development in order to subdivide their property to create one (1) additional lot and construct another single-family detached home in the near future, which constitutes "annexable development" and as such is required to annex in accordance with the Persigo Agreement between Mesa County and the City of Grand Junction.

BACKGROUND OR DETAILED INFORMATION:

The Kiser Annexation consists of one 3.557-acre parcel of land and associated right-of-way located at 136 Vista Grande Road. The existing property contains a single-family detached house along with various accessory structures and is approximately 2.887-acres in size. As part of the annexation request an additional 0.67-acres of the adjacent S. San Miguel right-of-way will also be annexed, but not zoned. The Applicants wish to annex the property into the City limits in anticipation of future residential subdivision development in order to subdivide the property to create one additional lot and construct another single-family detached home. The Applicant is requesting a zoning for the property of R-2 (Residential – 2 du/ac).

The property is currently not adjacent to existing city limits, however is within the Persigo 201 boundary and is annexable development as defined in the Persigo Agreement. Under the 1998 Persigo Agreement with Mesa County, all proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation by the City. The property owners have signed a petition for annexation of the property.

The property is currently in the County and retains a County zoning of RSF-4 (Residential Single Family – 4 du/ac). Adjacent properties are also zoned RSF-4 in the County, ranging in size from 0.27 to 5.09 acres. The subject property has a Comprehensive Plan Future Land Use designation of Residential Medium Low (2 – 4 du/ac). The requested zone district of R-2 is in conformance with the Future Land Use designation for the area.

The surrounding area is largely developed with single-family detached homes on each platted lot or parcel. However, further subdivision development and/or lot splits are possible in the future for other properties in the area that are large enough to accommodate such development.

This area of the Redlands has very few annexed properties, but the properties that are annexed are either zoned R-2 or R-4. Properties in the immediate area that have been annexed into the City include the McHugh Annexation in 2017 (115 & 117 Vista Grande Road) which is zoned R-4 (Residential – 4 du/ac), the Bellhouse Annexation in 2006 (2381 S. San Miguel Drive), zoned R-2 (Residential – 2 du/ac) and the Sycamore Creek Annexation in 2005 located at 2370 Broadway which is also zoned R-2. Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Kiser Annexation is eligible to be annexed because of compliance with the following:

a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;

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

The proposed annexation and zoning schedule with a summary is attached.

NOTIFICATION REQUIREMENTS

Neighborhood Meeting:

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on August 16, 2018 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's and City staff were in attendance along with two (2) citizens. No concerns were voiced by the neighbors and to date, City staff has not received any comments from the neighborhood regarding this request. An official application for annexation and zoning was submitted to the City of Grand Junction for review on May 1, 2019.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on May 28, 2019. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on July 12, 2019. The notice of the Planning Commission public hearing was published July 16, 2019 in the Grand Junction Daily Sentinel.

ZONING ANALYSIS

The criteria for review is set forth in Section 21.02.140 (a) and includes that the City

may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

(1) Subsequent events have invalidated the original premises and findings; and/or

The property owners have petitioned for annexation into the City limits with a requested zoning district of R-2 which is compatible with the existing Comprehensive Plan Future Land Use Map designation of Residential Medium Low (2 – 4 du/ac). Since the property is currently in the County, the annexation of the property is a subsequent event that will invalidate the original premise; a county zoning designation. The requested annexation and zoning is also in accordance with the Persigo Agreement between Mesa County and the City of Grand Junction, which states that all new development shall be annexed into the City limits. Therefore, Staff has found this criterion has been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The adoption of the Comprehensive Plan in 2010, designated this property as Residential Medium Low (2 – 4 du/ac). The Applicant is requesting an allowable zone district that is consistent with the lower end of the density range allowed by the Residential Medium Low category. The character and/or condition of the surrounding area has not changed in recent years as the area is largely developed with single-family detached homes on each lot or parcel, however, the requested zone district is compatible with the Comprehensive Plan designation. Further subdivision development and/or lot splits are however possible in the future for this and other properties in the area that are large enough to accommodate such development.

Because there has been no apparent change of character and/or condition and the area has not significantly changed, Staff finds that this criterion has not been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Adequate public and community facilities and services are available to the property and are sufficient to serve land uses associated with the R-2 zone district. City Sanitary Sewer & Ute Water are presently both available within the Vista Grande Road & S. San Miguel Drive rights-of-way. Property can also be served by Xcel Energy electric and natural gas. A short distance away is Scenic Elementary School and further to the southeast at the intersection of Broadway (Hwy. 340) and Monument Road is a Safeway grocery store and associated restaurants and retail/office establishments.

The public and community facilities are adequate to serve the type and scope of the residential land use proposed, therefore, staff finds this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

The property and surrounding area to the north, east and west is designated on the Comprehensive Plan Future Land Use Map as Residential Medium Low (2 – 4 du/ac) with Residential Low (.5 – 2 du/ac) to the south. The proposed zoning designation of R-2 meets with the intent of achieving the desired density for the property, with this request, to develop at the low end of the Residential Medium Low (2 – 4 du/ac) category. This area of the Redlands has very few annexed properties, those that are annexed are either zoned R-2 or R-4. Because a majority of this area is zoned County RSF-4, there is currently an inadequate supply of R-2 zoning and Staff therefore finds that the criterion to has been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The community and area will benefit from this proposed request. Annexation and zoning of the property will create consistent land use jurisdiction within the City consistent with an Intergovernmental Agreement with the County. The requested zone district will also provide an opportunity for housing within a range of density that is consistent with the Comprehensive Plan in this area to meet the needs of the growing community. This principle is supported and encouraged by the Comprehensive Plan and furthers the plan's goal of promoting a diverse supply of housing types; a key principle in the Comprehensive Plan. Therefore, Staff finds that this criterion has been met.

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code provides that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Though other zone districts could be considered, the R-2 zone district is consistent with the recommendations of the Plan's Future Land Use Map.

In addition to the zoning requested by the petitioner, the following zone districts would also be consistent with the Comprehensive Plan designation of Residential Medium Low (2 – 4 du/ac) for the subject property.

- R-R (Residential - Rural)
- R-E (Residential - Estate)
- R-1 (Residential – 1 du/ac)
- R-4 (Residential – 4 du/ac)

R-5 (Residential – 5 du/ac)

In reviewing the other zoning district options for the Residential Medium Low designation, all zoning districts allow single-family detached residential development as an allowed land use. However, the residential zone districts of R-R, R-E and R-1, would have a lower overall maximum density than what the Comprehensive Plan anticipates for this property and area of the community and the R-5 zone district would allow more density.

Further, the zoning request is consistent with the following goals and policies of the Comprehensive Plan:

Goal 1 / Policy A: Land use decisions will be consistent with Future Land Use Map.

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

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

Policy C: Increasing the capacity of housing developers to meet housing demand.

FISCAL IMPACT:

Property tax levies and municipal sales and use tax will be collected, as applicable, upon annexation. For every \$250,000 of actual value, City property tax revenue on residential property at the current assessment rate would be \$144 annually, and \$580 annually for commercial property. Sales and use tax revenues will be dependent on construction activity and ongoing consumer spending on City taxable items for residential and commercial uses.

Fire

Currently the area is in the Grand Junction Rural Fire Protection District (Rural District) and Redlands Sub-District which collects mill levies of 5.938 and 4.904 and generates \$331 per year. The area is served by the Grand Junction Fire Department through a contract with the Rural District and these monies are passed on to the City of Grand Junction per the contract. If annexed, the Rural Fire District and the Redlands Sub-District mill levies will be removed and the City's 8 mills will generate property tax revenue at the rates discussed above. Property tax will need to pay for not only fire and emergency medical services but also other City services provided to the area.

No changes in fire protection and emergency medical response are expected due to this annexation. Primary response is from Fire Station 5 at 2155 Broadway. Response times are within National Fire Protection Association guidelines and any increase in

calls for service is predicted to be minimal.

Utilities

The Kiser Annexation consists of one (1) parcel of 2.57 acres, located at 136 Vista Grande Road; and includes a portion of the South San Miguel Drive right-of-way.

Proposed Future Land Use & Zoning for the property is R-2 (Residential – 2 du/ac) which could provide a potential of a maximum of 5 dwelling units. Currently there is one single family house on the property.

Water and sewer services are available to this property.

This property is within the Ute Water District service area. A 2-inch water line runs along the northern boundary in South San Miguel Drive and another 2-inch water line runs along the southern parcel boundary. An additional 4-inch water line runs along the western parcel boundary in Vista Grande Road.

The property is currently within the Persigo 201 Sewer Service Area and currently has sewer connection to the existing one home on the property. There is sufficient sewer collection and treatment capacity for 4 additional dwelling units.

Plant Capacity: Based on the Future Land Use (FLU) designation, the maximum anticipated additional flow associated with 5 equivalent units (EQUs) is about 835 gallons per day. The Persigo wastewater treatment plant has sufficient capacity to accommodate this development. The current capacity of the wastewater treatment plant is 12,500,000 gallons per day. The plant currently only receives approximately 9 million gallons per day. Therefore, the plant has ample capacity to accommodate this additional flow. If the property constructs 4 additional dwelling units, it would be assessed the current plant investment fee (PIF) of \$4,776 per equivalent unit (2019 rate) or \$19,104. This fee is intended to pay the equivalent share of the payments due on bonds for the existing wastewater treatment plant and infrastructure.

Ability to Serve Area: A 6-inch sewer main is available on the north boundary in South San Miguel Drive. Another 6-inch sewer main is on the western boundary in Vista Grande Road. There is available capacity in this sewer collection system to accommodate future development of this property with 4 additional dwelling units.

Sewer Service Charges: Monthly sewer service rates for single family units are \$22.40. These rates have been determined sufficient to cover the cost of service.

Police

The City Police Department does not believe that the maximum number of five (5) dwelling units allowed per the requested zoning will have an impact on the existing

services or need to expand such services.

Public Works

San Miguel Drive is a 22 ft wide rural road with no curb gutter and sidewalk present. Approximately 2300 square yards of asphalt is in fair condition with an approximate Pavement Condition Index (PCI) of 55.

Annual Maintenance costs for the 2,300 square yards of pavement is estimated at approximately \$53/year to sweep, stripe and sign. There are no street lights present. Future chipseal costs for this additional area is estimated at \$5,600 and is planned as part of this area's normal chip seal cycle in the next six years.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 58-19, a resolution accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, making certain findings, and determining that property known as the Kiser Annexation, located at 136 Vista Grande Road is eligible for annexation, Ordinance No. 4872, an ordinance annexing territory to the City of Grand Junction, Colorado, Kiser Annexation, approximately 3.557 acres, located at 136 Vista Grande Road on final passage and order final publication in pamphlet form and Ordinance No. 4873, an ordinance zoning the Kiser Annexation to R-2 (Residential - 2 du/ac), located at 136 Vista Grande Road, on final passage and order final publication in pamphlet form.

Attachments

1. Kiser Annexation Schedule & Summary
2. Site Location & Zoning Maps, etc.
3. Planning Commission Minutes - 2019 - July 23 - Draft
4. Neighborhood Meeting Minutes
5. Resolution Accepting Petition for Annexation
6. Annexation Ordinance
7. Zoning Ordinance

KISER ANNEXATION SCHEDULE

July 17, 2019	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
July 23, 2019	Planning Commission considers Zone of Annexation
August 21, 2019	Introduction of a Proposed Ordinance on Zoning by City Council
September 4, 2019	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
October 6, 2019	Effective date of Annexation

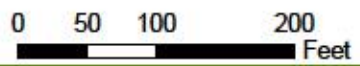
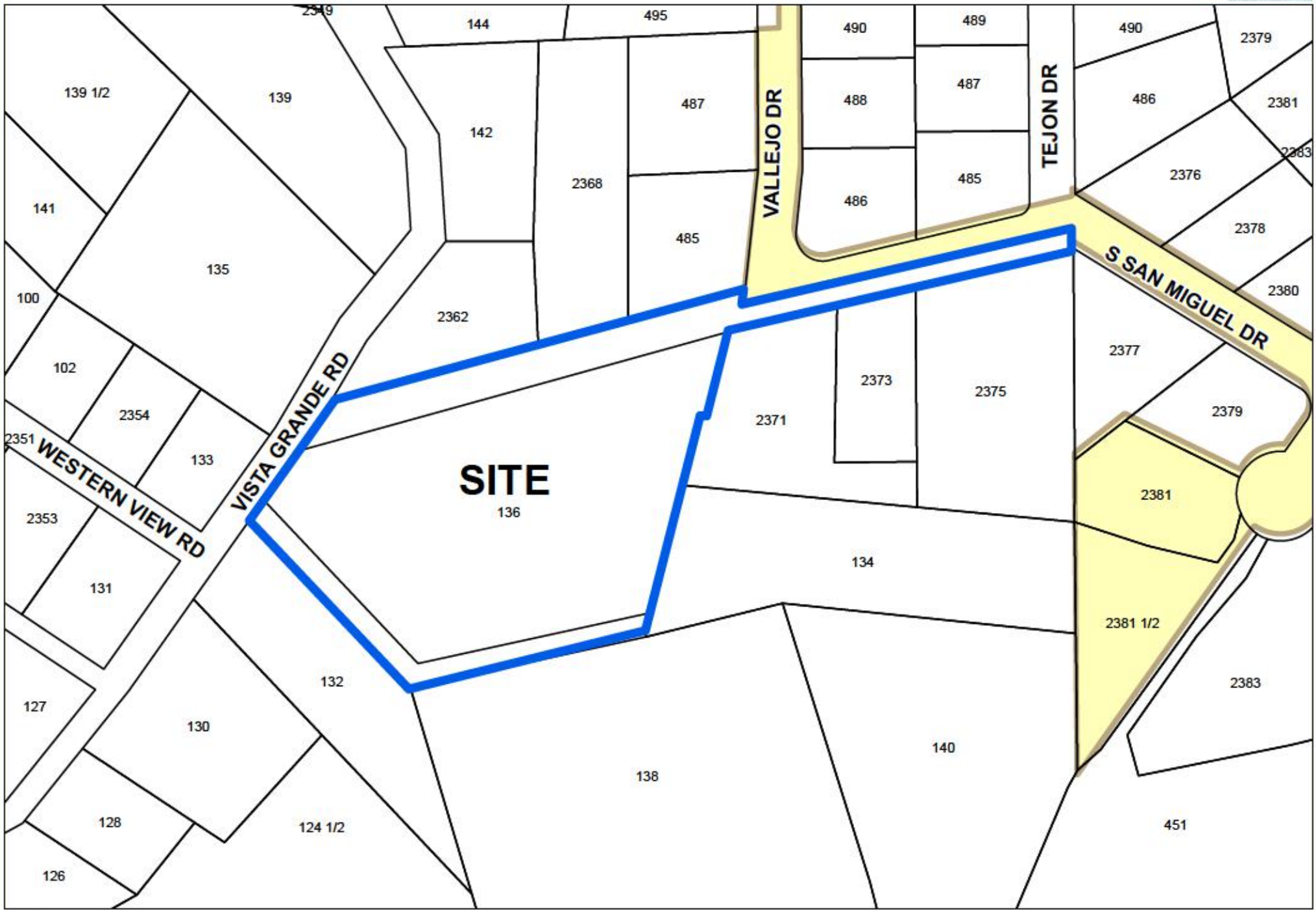
ANNEXATION SUMMARY

File Number:		ANX-2019-274
Location:		136 Vista Grande Road
Tax ID Numbers:		2945-171-00-032
# of Parcels:		1
Existing Population:		2
# of Parcels (owner occupied):		1
# of Dwelling Units:		1
Acres land annexed:		3.557
Developable Acres Remaining:		2.887
Right-of-way in Annexation:		0.67 acres
Previous County Zoning:		RSF-4 (Residential Single Family – 4 du/ac)
Proposed City Zoning:		R-2 (Residential – 2 du/ac)
Current Land Use:		Single-family residence
Future Land Use:		Residential Medium Low (2 – 4 du/ac)
Values:	Assessed:	\$30,810
	Actual:	\$427,950
Address Ranges:		136 Vista Grande Road
Special Districts:	Water:	Ute Water Conservancy District
	Sewer:	City of Grand Junction
	Fire:	Grand Junction Rural Fire District
	Irrigation/Drainage:	Redlands Water & Power Company
	School:	Fruita Monument HS / Redlands Middle / Scenic Elementary
	Pest:	Grand River Mosquito Control District

Expanded City Limits Location Map



Kiser Annexation



 Annexation Boundary

 City Limits

Kiser Annexation

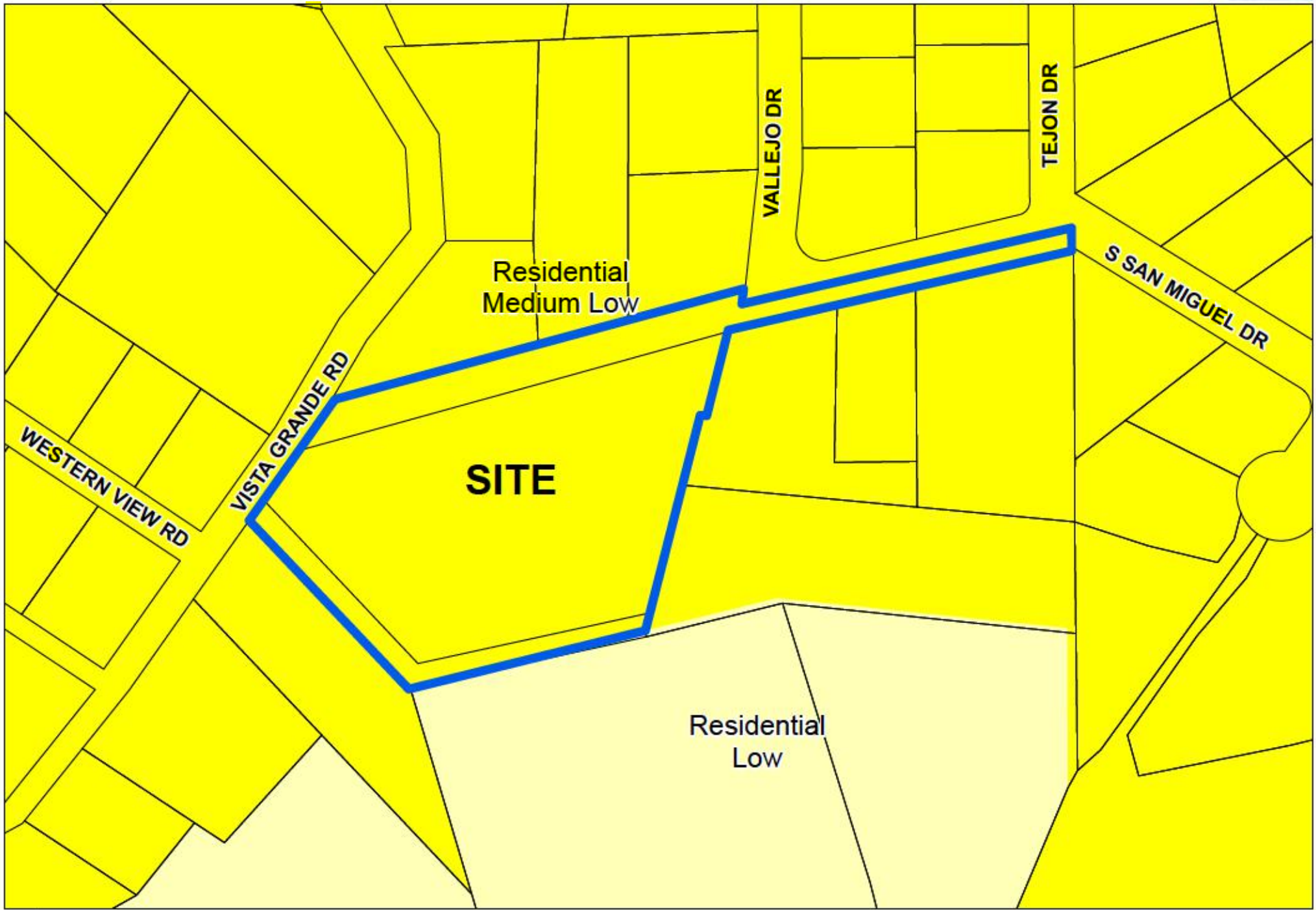


0 50 100 200 Feet

 Annexation Boundary

 City Limits

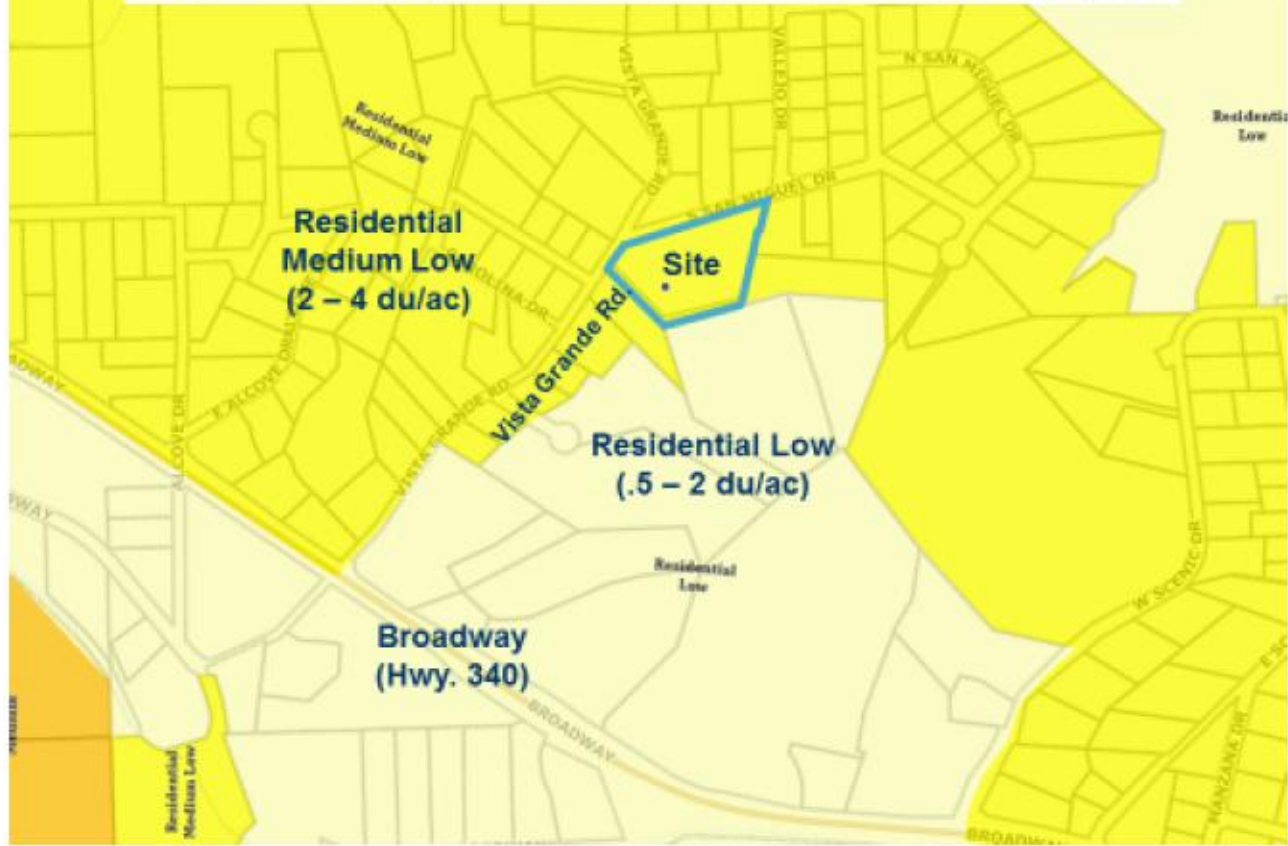
Kiser Annexation - Future Land Use



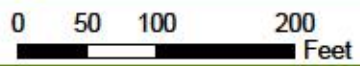
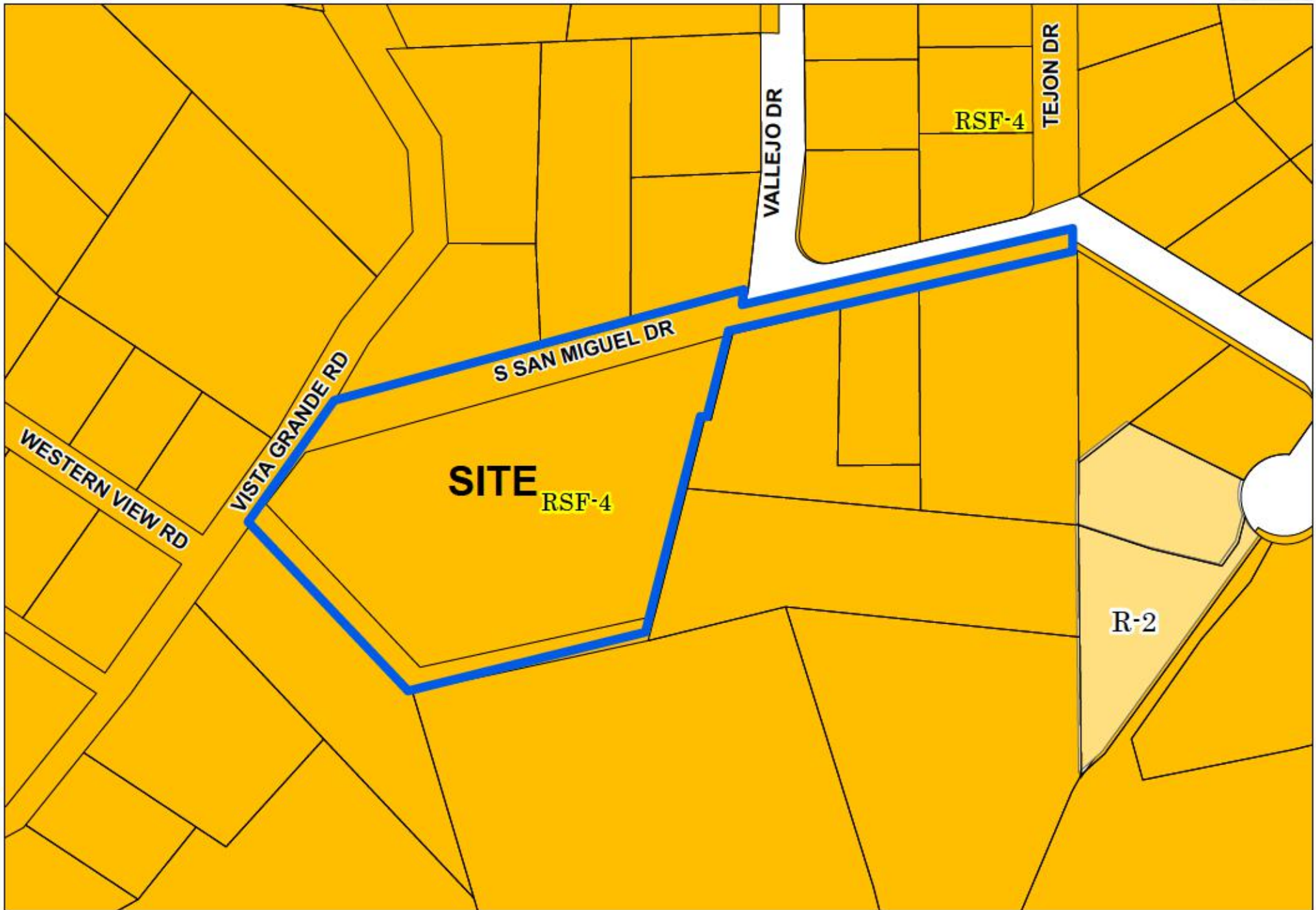
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Feet

 Annexation Boundary

Expanded Comprehensive Plan Future Land Use Map



Kiser Annexation - Zoning

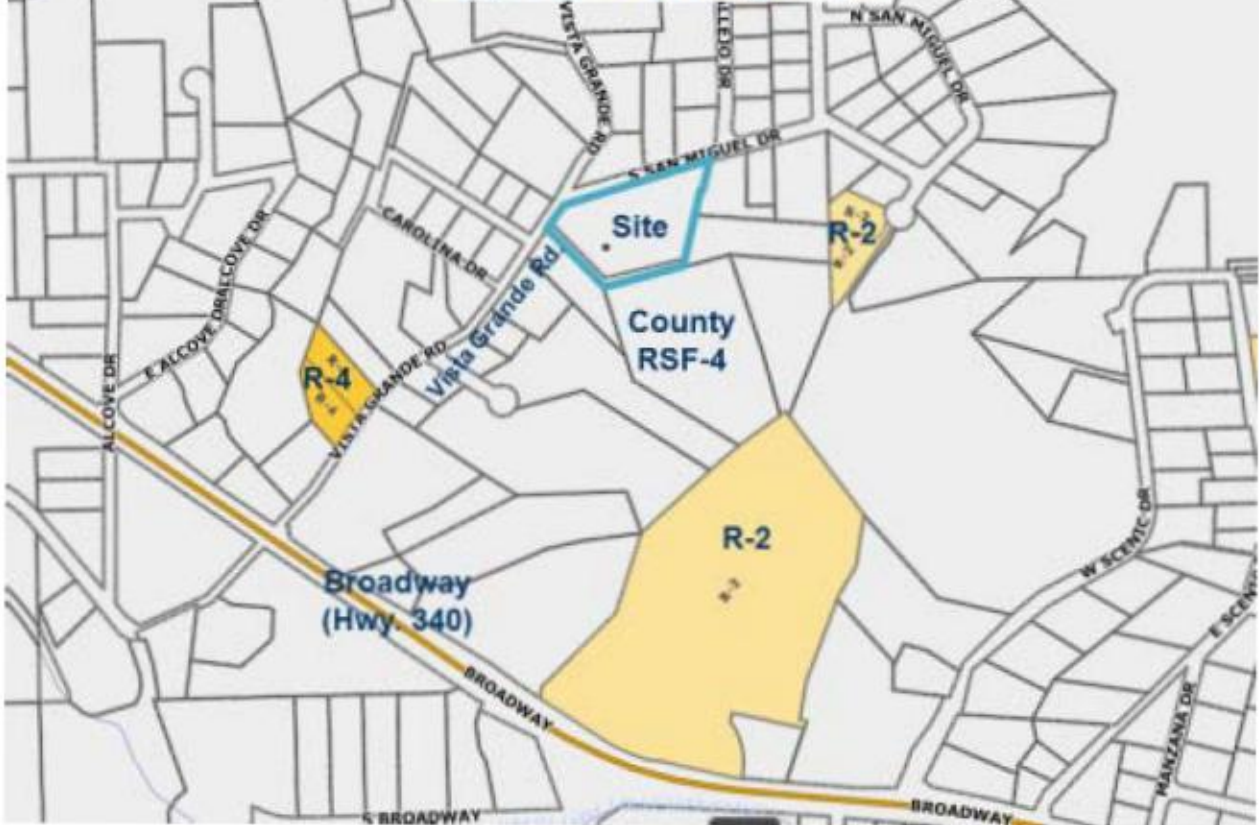


 Annexation Boundary

CITY ZONING

COUNTY ZONING

Expanded Zoning Map





View of Property from Vista Grande & S. San Miguel

GRAND JUNCTION PLANNING COMMISSION
July 23, 2019 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00 pm by Chairman Christian Reece.

Those present were Planning Commissioners; Chairman Christian Reece, Vice Chairman Bill Wade, George Gatseos, Kathy Deppe, Keith Ehlers, Steven Tolle and Ken Scissors.

Also present were Jamie Beard, (Assistant City Attorney), Tamra Allen, (Community Development Director), Dave Thornton, (Principal Planner), Scott Peterson, (Senior Planner), and Jace Hochwalt, (Associate Planner).

There were approximately 18 citizens in the audience.

1. Meeting of Previous Meeting(s)

The Planning Commission reviewed the meeting minutes from the June 25, 2019 meeting.

Commissioner Wade moved to approve the minutes as written. Commissioner Deppe seconded the motion.

The motion passed unanimously by a vote of 7-0.

2. Ramblebine Brewing Conditional Use Permit **FILE# CUP-2019-331**

Consider a request for a Conditional Use Permit (CUP) for the property located 457 Colorado Avenue, to allow a brewery and taproom which is categorized as a bar/nightclub use.

Staff Presentation

Jace Hochwalt, Associate Planner, introduced the exhibits to the record and presented a PowerPoint presentation detailing the property and the request for a Conditional Use Permit at Ramblebine Brewing Company.

Mr. Hochwalt found that all Conditional Use Permit criteria has been met and concluded his presentation.

Applicant's Presentation

Eli Gearson, Applicant, was present and answered a question regarding the hours of operation of the establishment.

Public Comment

No public comment.

Discussion

Commissioners Gatseos and Wade made comments in support of the request.

Motion and Vote

Commissioner Wade made the following motion: "Madam Chairman, on the application for a Conditional Use Permit for the Ramblebine Brewing Company located at 457 Colorado Avenue, CUP-2019-331, I move that the Planning Commission recommend approval." Commissioner Deppe seconded the motion.

The motion passed with a vote of 7-0.

3. Kiser Annexation**File# ANX-2019-274**

Consider a request to zone approximately 2.89-acres from County RSF-4 (Residential Single Family – 4 du/ac) to a City R-2 (Residential – 2 du/ac) for the Kiser Annexation, located at 136 Vista Grande Road.

Staff Presentation

Scott Peterson, Senior Planner, introduced exhibits into the record and presented a PowerPoint presentation regarding the request to zone approximately 2.89-acres from County RSF-4 (Residential Single Family – 4 du/ac) to a City R-2 (Residential – 2 du/ac) for the Kiser Annexation.

Mr. Peterson stated that Staff recommends approval of the requested Zone of Annexation.

Applicant's Presentation

The applicant, Stan and Judy Kiser, were present and did not wish to make any further comments.

Public Comment

No public comment was made.

Motion and Vote

Commissioner Gatseos made the following motion: "Madam Chairman, on the Zone of Annexation to R-2 (Residential 2 du/ac) zone district, file number ANX-2019-274, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report." Commissioner Wade seconded the motion.

The motion passed with a vote of 7-0.

4. Two Ponies Annexation

File# ANX-2019-269

Consider a request to zone approximately 16-acres from County RSF-R (Residential Single Family – Rural, 1 du/5 ac) to a City R-8 (Residential – 8 du/ac) and City C-1 (Light Commercial) for the Two Ponies Annexation, located at 3095 D 1/2 Road.

Staff Presentation

Dave Thornton, Principal Planner, introduced exhibits into the record and presented a PowerPoint regarding the request for a Zone of Annexation from County RSF-R (Residential Single Family – Rural, 1du/5ac) to a City R-8 (Residential – 8 du/ac) for 11.83 acres and City C-1 (Light Commercial) for 3 acres for the Two Ponies Annexation.

Mr. Thornton stated that Staff recommends approval of the requested Zone of Annexation.

Applicant's Presentation

Lisa Cox, Vortex Engineering, represented the applicant and gave a presentation on the proposed annexation.

Commissioner Reece asked the applicant if they felt the 3-acres of C-1 zoned land will be sufficient for commercial uses in this area. Ms. Cox responded that after analysis she believes 3-acres will be sufficient.

Discussion was made about the impact on current resident's services.

Discussion was made on the traffic implications of the proposed rezone.

Public Comment

No public comment.

Motion and Vote

Commissioner Gatseos made the following motion: "Madam Chairman, on the Zone of Annexation for the Two Ponies Annexation to R-8 (Residential 8 du/ac) zone district and C-1 (Light Commercial), file number ANX-2019-269, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report." Commissioner Deppe seconded the motion.

The motion passed with a vote of 7-0.

5. Townhomes at River Park Annexation

File# ANX-2019-295

Consider a request by Gato Development LLC to zone 5.72 acres from County RMF-8 (Residential Multi Family – 8 du/ac) to a City R-8 (Residential – 8 du/ac) for the Townhomes at River Park Annexation located at 3178 D Road.

Staff Presentation

Dave Thornton, Principal Planner, introduced exhibits into the record and presented a PowerPoint regarding the request by Gato Development LLC to zone 5.72 acres from County RMF-8 (Residential Multi Family – 8 du/ac) to a City R-8 (Residential – 8 du/ac) for the Townhomes at River Park Annexation located at 3178 D Road.

Mr. Thornton concluded that all five review criteria have been met and therefore Staff recommends approval.

Applicant's Presentation

The applicant, Gato Development LLC, was present and did not wish to make additional comments.

Public Comment

No public comments.

Motion and Vote

Commissioner Wade made the following motion: "Madam Chairman, on the Zone of Annexation for the Townhomes at River Park Annexation to R-8 (Residential – 8 du/ac) zone district, file number ANX-2019-295, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report." Commissioner Deppe seconded the motion.

The motion passed with a vote of 7-0.

6. Brady Comprehensive Plan Amendment and Rezone

File# RZN-2019-263, RZN-2019-256

Consider a request by SLB Enterprises LLC, for a Comprehensive Plan Amendment from Industrial and Commercial/Industrial Future Land Use designations to a Commercial Future Land Use designation and a Rezone from I-1 (Light Industrial) and I-O (Industrial/Office) to C-1 (Light Commercial) for three properties having a total of 12.2 acres and located north of the Colorado River, south of C ½ Road and directly east of Las Colonias Park.

Staff Presentation

Dave Thornton, Principal Planner, introduced exhibits into the record and presented a PowerPoint regarding the request by SLB Enterprises LLC for a Comprehensive Plan Amendment and Rezone.

Questions for Staff

Commissioner Wade asked about the neighborhood meeting and feedback from surrounding residents.

Discussion was made about the uses allowed in the C-1 (Light Industrial) zone district.

Applicant's Presentation

Ted Ciavonne, Ciavonne & Associates, represented the Applicant who was also present.

Public Comment

Enno Heuscher and Pauline Heuscher spoke in support of the proposed comprehensive plan amendment and rezone.

Commissioner Discussion

Commissioners Reece, Gatseos, Deppe, and Scissors stated support for the proposed rezone.

Motion and Vote

Commissioner Wade made the following motion: "Madam Chair, on the Comprehensive Plan Amendment CPA-2019-259 and Rezone request RZN-2019-256, I move that the Planning Commission recommend approval with the findings of fact as listed in the staff report, to:

1. Comprehensive Plan Amendment on a 7.23-acre parcel located at 347 27 ½ Road from its current Future Land Use designation of Industrial to a designation of Commercial/Industrial and a Comprehensive Plan Amendment from Commercial/Industrial to Commercial for two parcels of land consisting of 5.15 acres addressed 2757 C ½ Road and including the unaddressed parcel adjacent to the west;
2. Rezone a total of 12.38 acres of property to Light Commercial (C-1); including the 7.23-acre property located at 347 27 ½ Road currently zoned Industrial (I-1) zoning and the properties at located 2757 C ½ Road and the adjacent unaddressed parcel with a combined acreage of 5.15 currently zoned Industrial/Office Park (I-O)."

Commissioner Deppe seconded the motion.

The motion passed with a vote of 7-0.

Item 7. Other Business

None

Adjournment

The meeting was adjourned at 7:31pm.

DRAFT

NEIGHBORHOOD MEETING NOTICE

Concerning the Annexation and Minor Subdivision of

136 VISTA GRANDE RD

Grand Junction, CO 81507

August 16, 2018 5:30 PM

Hello Neighbors,

Judy and I are planning to subdivide our 2.8 acres to create a +-one acre lot for my son to build a house on. We are currently in Mesa County but in order to do this minor subdivision this property must be annexed into the city. This annexation has no effect on your property and is mandated by the 1999 Persigo agreement between Mesa Co. and the City of Grand Junction.

As required by the City, we are hosting a neighborhood meeting to answer any questions you may have regarding this minor subdivision:

Location: 136 Vista Grande Rd
Date: August 16, 2018
Time: 5:30 P.M.

Anticipating a few of your questions, our plans are as follows provided we get approval from the City.

1. There will be no change to the irrigation system that provides water to the property.
2. There is no change to the current property lines around the property.
3. Access to the new lot will most likely be off of San Miguel.
4. The lot created will be more or less in between our house and the Gray's property to the east. We are not planning on any lots along San Miguel, only the driveway to the new lot.
5. It Takes several months to go through the Planning/Annexation process, so no work will start in the near future.
6. We are proposing the new lot to be zoned R-2.

Thanks for your time and we hope to see you on August 16th.

Stan C. Kiser

136 Vista Grande Rd.

Grand Junction, CO 81507

NEIBORHOOD MEETING NOTES

August 16, 2018

Attendees

Stan C. Kiser 136 Vista Grande Rd 970-985-0742

Judy L Kiser 136 Vista Grande Rd

Scott Peterson City of GJ Planner

Ruth Sheets 146 Vista Grande 970-361-0042

Judy Gray 134 Vista Grande 970-241-2661

Discussion:

Stan gave a presentation of the project;

- Split a lot off on the south west part of the property for his son to build a house

- New house access would be off of S San Miguel Drive

- No changes to the irrigation water supply to the whole house

No concerns were voiced by the neighbors that attended.

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

**A RESOLUTION ACCEPTING A PETITION
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
MAKING CERTAIN FINDINGS,
AND DETERMINING THAT PROPERTY KNOWN AS THE
KISER ANNEXATION, LOCATED AT 136 VISTA GRANDE ROAD
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 17th day of July, 2019, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

KISER ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 17, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, being a portion of McCune Redlands Subdivision, as same is recorded in Plat Book 4, Page 20, Public Records of Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the NW 1/4 NE 1/4 of said Section 17 and assuming the South line of the NW 1/4 NE 1/4 of said Section 17 bears N 89°55'57" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°55'57" E, along said South line, a distance of 233.40 feet to the Easterly right of way for Vista Grande Drive and being a Witness Corner, Mesa County Survey Monument Number 498-1; thence N 35°30'31" E, along said Easterly right of way, a distance of 234.47 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue along said Easterly right of way, N 35°30'31" E, a distance of 102.94 feet; thence N 35°13'10" E, a distance of 62.55 feet, more or less, to a point being the Southwest corner of Lot 1, Vallejo West Subdivision, as same is recorded in Plat Book 11, Page 115, Public Records of Mesa County, Colorado; thence N 74°58'28" E, along the South line of Lots 1, 3 and 4 of said Vallejo West Subdivision, a distance of 472.19 feet, more or less, to a point on the Westerly right of way for Vallejo Drive and the Westerly line of Bellhouse Annexation No. 3, as same is recorded in Book 4133, Page 33, Public Records of Mesa County, Colorado; thence S 06°20'24" W, along said Westerly line of Bellhouse Annexation No. 3, a distance of 16.99 feet; thence N 77°07'00" E, along a Southerly line of said Bellhouse Annexation No. 3, a distance of 377.36 feet; more or less, to a point on the East line of the NW 1/4 NE 1/4 of said Section 17; thence S 00°16'47" E, along said East line and a Westerly line of Bellhouse Annexation No. 4, as same is recorded in Book 4133, Page 37, Pubic Records of Mesa County, Colorado, a distance of 25.62 feet; thence S 77°07'00" W, along the South right

of way for South San Miguel Drive, a distance of 393.20 feet; thence S 14°12'57" W, a distance of 98.39 feet; thence N 87°34'57" W, a distance of 7.26 feet; thence S 14°24'05" W, a distance of 247.60 feet; thence S 76°12'57" W, a distance of 271.90 feet; thence N 43°19'03" W, a distance of 258.95 feet, more or less, to the Point of Beginning.

CONTAINING 154,951 Square Feet or 3.557 Acres, more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 4th day of September, 2019; and

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

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

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

ADOPTED the _____ day of _____, 2019.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO**

KISER ANNEXATION

APPROXIMATELY 3.557 ACRES LOCATED AT 136 VISTA GRANDE ROAD

WHEREAS, on the 17th day of July 2019, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 4th day of September 2019; and

WHEREAS, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

KISER ANNEXATION

A certain parcel of land lying in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 17, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, being a portion of McCune Redlands Subdivision, as same is recorded in Plat Book 4, Page 20, Public Records of Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the NW 1/4 NE 1/4 of said Section 17 and assuming the South line of the NW 1/4 NE 1/4 of said Section 17 bears N 89°55'57" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°55'57" E, along said South line, a distance of 233.40 feet to the Easterly right of way for Vista Grande Drive and being a Witness Corner, Mesa County Survey Monument Number 498-1; thence N 35°30'31" E, along said Easterly right of way, a distance of 234.47 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue along said Easterly right of way, N 35°30'31" E, a distance of 102.94 feet; thence N 35°13'10" E, a distance of 62.55 feet, more or less, to a point being the Southwest corner of Lot 1, Vallejo West Subdivision, as same is recorded in

Plat Book 11, Page 115, Public Records of Mesa County, Colorado; thence N 74°58'28" E, along the South line of Lots 1, 3 and 4 of said Vallejo West Subdivision, a distance of 472.19 feet, more or less, to a point on the Westerly right of way for Vallejo Drive and the Westerly line of Bellhouse Annexation No. 3, as same is recorded in Book 4133, Page 33, Public Records of Mesa County, Colorado; thence S 06°20'24" W, along said Westerly line of Bellhouse Annexation No. 3, a distance of 16.99 feet; thence N 77°07'00" E, along a Southerly line of said Bellhouse Annexation No. 3, a distance of 377.36 feet; more or less, to a point on the East line of the NW 1/4 NE 1/4 of said Section 17; thence S 00°16'47" E, along said East line and a Westerly line of Bellhouse Annexation No. 4, as same is recorded in Book 4133, Page 37, Pubic Records of Mesa County, Colorado, a distance of 25.62 feet; thence S 77°07'00" W, along the South right of way for South San Miguel Drive, a distance of 393.20 feet; thence S 14°12'57" W, a distance of 98.39 feet; thence N 87°34'57" W, a distance of 7.26 feet; thence S 14°24'05" W, a distance of 247.60 feet; thence S 76°12'57" W, a distance of 271.90 feet; thence N 43°19'03" W, a distance of 258.95 feet, more or less, to the Point of Beginning.

CONTAINING 154,951 Square Feet or 3.557 Acres, more or less, as described.

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

INTRODUCED on first reading on the 17th day of July, 2019 and ordered published in pamphlet form.

ADOPTED on second reading the _____ day of _____, 2019 and ordered published in pamphlet form.

President of the Council

Attest:

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING THE KISER ANNEXATION
TO R-2 (RESIDENTIAL – 2 DU/AC)**

LOCATED AT 136 VISTA GRANDE ROAD

Recitals

The property owners have requested annexation of the 2.887-acre property into the City limits in anticipation of future residential subdivision development

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of zoning the Kiser Annexation to the R-2 (Residential – 2 du/ac) zone district, finding that it conforms with the designation of Residential Medium Low (2 – 4 du/ac) as shown on the Future Land Use Map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-2 (Residential – 2 du/ac) zone district are in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning & Development Code.

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

KISER ANNEXATION

The following property be zoned R-2 (Residential – 2 du/ac).

A portion of the NW1/4 of the NE1/4 of Section 17, Township 1 South, Range 1 West of the Ute Meridian, described as follows: Commencing at the Southwest Corner of said NW1/4 of the NE1/4 of said Section 17; thence N89°55'57"E, a distance of 233.4 feet to an iron pipe monument capped and marked "233.4"; thence N35°30'31"E along the Southeasterly Right of way for Vista Grande Road as described at Reception Number 428431 of the Mesa County Records a distance of 234.47 feet to the Point of Beginning. thence N35°30'31"E along said Right of way a distance of 102.94 feet to the intersection of said Right of Way with the South Right of Way for South San Miguel Road as described at Reception Number 1074421 of the Mesa County Records; thence N74°58'28"E along said South Right of Way a distance of 491.74 feet to the Point of Terminus of an Agreed Boundary Line as recorded at Reception Number 2873395 of the Mesa County Records;

thence along said Agreed Boundary Line the following three (3) courses and distances;
1. S14°12'57"W a distance of 98.39 feet;
2. N87°34'57"W a distance of 7.26 feet;
3. S14°24'05"W a distance of 247.60 feet to the beginning of said Agreed Boundary Line and a point on the Northerly Line of that tract of land as described at Reception Number 520767 of the Mesa County Records;
thence S76°12'57"W along said Northerly Line a distance of 271.90 feet to a point on the Easterly Line of that tract of land as described at Reception Number 428430 of the Mesa County Records;
thence N43°19'03"W along said Easterly Line a distance of 258.95 feet to the Point of Beginning;
County of Mesa, State of Colorado.

INTRODUCED on first reading this 21st day of August, 2019 and ordered published in pamphlet form.

ADOPTED on second reading this ____ day of _____, 2019 and ordered published in pamphlet form.

ATTEST:

President of the Council

City Clerk



Grand Junction City Council

Regular Session

Item #6.b.i.

Meeting Date: September 4, 2019
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

An Ordinance Placing a Charter Amendment Concerning the Authorized Length of Leases on the Election Ballot for the Special Municipal Election

RECOMMENDATION:

Staff recommends adoption of the ordinance.

EXECUTIVE SUMMARY:

The purpose of this item is to place a Charter amendment on the November ballot concerning the leasing of property in and near Las Colonias.

BACKGROUND OR DETAILED INFORMATION:

The City Council has considered and determined that the Charter provision limiting leases of public property to a term of twenty-five years is not conducive to continued development of the Las Colonias Business Park and are considering an ordinance to refer a question to the November 2019 ballot to amend the Charter.

The City and the DDA have made substantial investment in the Business Park and increasing the term from twenty-five up to ninety-nine years, specifically and only for approximately 15 acres of property in the Las Colonias Business Park and for approximately 13.5 acres of City property, including 1441 Winters Avenue all North of the Park and the Riverside Parkway, will be of substantial benefit to continued development by allowing the highest and best use of that property and in turn contribute to economic development in the community.

FISCAL IMPACT:

No direct fiscal impact of this action.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4874, an ordinance placing a Charter amendment to change the authorized length of leases of certain public property from twenty-five up to ninety-nine years on the election ballot for the Special Municipal Election to be held the 5th day of November, 2019 on final passage and order final publication in pamphlet form.

Attachments

1. ORD - Leases Las Colonias Red Lined 09032019

1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. ____

3 AN ORDINANCE PLACING A CHARTER AMENDMENT TO CHANGE THE
4 AUTHORIZED LENGTH OF LEASES OF CERTAIN PUBLIC PROPERTY FROM TWENTY-
5 FIVE UP TO NINETY-NINE YEARS ON THE ELECTION BALLOT FOR THE SPECIAL
6 MUNICIPAL ELECTION TO BE HELD THE 5TH DAY OF NOVEMBER, 2019

7 Recitals.

8 Pursuant to § 151 of the Grand Junction City Charter, the Charter may be
9 amended at any time in the manner provided by Article XX of the Constitution
10 of the State of Colorado, and more than one Charter amendment or measure
11 may be submitted to the voters in any one election.

12 The City Council has determined that Section 124 of the Charter limiting leases
13 of public property to a term of twenty-five years may be unduly restrictive and
14 that increasing the term from twenty-five up to a maximum of ninety-nine years,
15 specifically and only for approximately (i) 15 acres of property in the Las
16 Colonias Business Park and (ii) 13.5 acres of City property, including 1441 Winters
17 Avenue, all of which is north of the Business Park and the Riverside Parkway, will
18 benefit the public by allowing the highest and best economic use of that
19 property and in turn contribute to economic development in the community.

20 The Las Colonias Business Park, and the parcels north of the Riverside Parkway,
21 comprise less than one percent of the City's total parkland holdings. The
22 proposed Charter amendment is specific in location and size and applies to no
23 other City property.

24 Leasing of any public property is permissive and within the sole and sound
25 discretion of the City Council on terms it deems necessary and appropriate,
26 including the acreage of any parcel, and the compensation to be paid
27 therefor; amending the Charter will only change the possible term of the lease.

28 Therefore, the City Council desires to present to the City voters an amendment
29 to the City Charter, allowing the voters to determine if the change would be in
30 the best interest of the City.

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

33 That a question of proposed amendment to Section 124 of the Charter to
34 increase the maximum lease term of property in and near the Las Colonias

35 Business Park from twenty-five to ninety-nine years, as follows, and incorporating
36 the foregoing recitals, be placed on the November 5, 2019 ballot:

37 **City of Grand Junction**

38 **Shall there be an amendment to Article XIV, Section 124 of the City Charter to**
39 **increase the authorized lease term for property in and adjacent to the Las**
40 **Colonias Business Park from 25 years to a term not to exceed a total of 99 years?**

41 FOR THE AMENDMENT

42 AGAINST THE AMENDMENT

43 **If approved by the voters, Section 124 will read, in relevant part, and without**
44 **amendment of the balance of the Section, as follows:**

45 *“124. Term Not Longer Than Twenty-Five Years – Compensation.- No*
46 *franchise, lease or right to use the streets or the public places, or property*
47 *of the city, shall be granted by the city, except as in this Charter provided,*
48 *for a period longer than twenty-five years; provided, however, the City*
49 *may lease, for a term not to exceed 99 years, all or a portion(s) of*
50 *property in or adjacent to the Las Colonias Business Park some of which is*
51 *North of the Riverside Parkway including the property at 1441 Winters*
52 *Avenue, all as described in Ordinance No. ____.”*

53 FOR THE AMENDMENT

54 AGAINST THE AMENDMENT

55

56 INTRODUCED ON FIRST READING AND ORDERED PUBLISHED THIS 21ST DAY OF
57 AUGUST, 2019.

58 INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED
59 PUBLISHED IN PAMPHLET FORM this 4th day of September 2019.

60 CITY OF GRAND JUNCTION, COLORADO

61 _____

62 Rick Taggart

63 President of the City Council

64 Attest:

65 _____

66 Wanda Winkelmann

67 City Clerk

DRAFT