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CITY OF Grand Junction COLORADO

CITY COUNCIL AGENDA
WEDNESDAY, DECEMBER 18, 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

Monument View Bible Church Pastor Sam Cathey

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.

Appointments

To the Forestry Board

To the Visit Grand Junction Board

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.

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 December 2, 2019 Workshop

b. Minutes of the December 4, 2019 Regular Meeting

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. Introduce Ordinances Expanding the Boundaries for the Downtown Grand Junction Business Improvement District to Include Properties Known as 701 Main Street, 805 Struthers Avenue and 330 South 2nd Street into the Boundaries of the Business Improvement District and Introduce an Ordinance Expanding the Boundaries for the Grand Junction, Colorado Downtown Development Authority to Include Properties Known as 805 Struthers and 330 South 2nd Street into the Boundaries of the Downtown Development Authority and Setting a Hearing for January 15, 2020

b. Quasi-judicial

i. Introduce an Ordinance Rezoning to R-8 (Residential 8 Units per Acre) a 1.26-Acre Property Located at 588 North Grand Falls Court and Setting a Public Hearing for January 15, 2020

ii. Introduce an Ordinance Rezoning to B-1 (Neighborhood Business) a 1.81-Acre Property Located at 1221 Wellington Avenue and Setting a Public Hearing for January 15, 2020

iii. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing a Proposed Annexation Ordinance for the Barnes Electric Annexation of 0.521-Acres Located at 2806 ½ Perry Drive

3. Resolutions

a. A Resolution Approving the Termination of the Intergovernmental Agreement for the Creation of the 5-2-1 Drainage Authority

b. A Resolution Authorizing the Lease of Sidewalk Right-of-Way to P & J Entertainment, LLC dba Ciara's Cafe and Cantina, Located at 701 Main Street

c. A Resolution to Vacate Two Ten-Foot Public Utility Easements Located at 2711 G Road

d. A Resolution to Vacate a Portion of a 14-foot Wide Multi-Purpose Easement Located Within Lot 1, Patterson Place Subdivision Located at 2566 Patterson Road

e. A Resolution to Vacate a Public Utility Easement Located on Parcel 2943-212-06-100 and Hoffman Subdivision Filing II

f. A Resolution Authorizing Membership into the Colorado Firefighter Heart and Circulatory Benefits Trust

g. A Resolution to Release Improvement District ST-82 Phase C for the Etter-Epstein Property

h. A Resolution Authorizing Membership into the Colorado Firefighter Cancer Benefits Trust

4. Other Action Items

a. Downtown Grand Junction Business Improvement District's 2019 Annual Report and 2020 Operating Plan and Budget

b. Horizon Drive Association Business Improvement District's 2019 Annual Report and 2020 Operating Plan and Budget

REGULAR AGENDA

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

5. Public Hearings

a. Quasi-judicial

i. An Ordinance to Vacate Undeveloped Westcliff Drive Public Right-of-Way (0.18 ac) as Part of the Proposed Court in G Subdivision

ii. An Ordinance to Amend the Phasing Schedule of the Previously Approved Planned Development to Allow 20 Residential Lots and Condominium Units on 1.88-Acres for the Casas de Luz Planned Development Located at West Ridges Boulevard and School Ridge Road

6. Resolutions

a. A Resolution Adopting the 2020 Redevelopment Boundary Map and Formula For Calculating the Transportation Impact Fee Payments Required within the Redevelopment Boundary

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

Grand Junction City Council

Regular Session

Item #

Meeting Date: December 18, 2019

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Forestry Board

RECOMMENDATION:

Appoint members to the Forestry Board

EXECUTIVE SUMMARY:

There are two vacancies on the Forestry Board.

BACKGROUND OR DETAILED INFORMATION:

Vacancies are due to terms expiring.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendations to the Forestry Board.

Attachments

None

Grand Junction City Council

Regular Session

Item #

Meeting Date: December 18, 2019

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Visit Grand Junction Board

RECOMMENDATION:

Appoint members to the Visit Grand Junction Board.

EXECUTIVE SUMMARY:

There are three vacancies on the Visit Grand Junction Board.

BACKGROUND OR DETAILED INFORMATION:

Vacancies are due to terms expiring.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendations to the Visit Grand Junction Board.

Attachments

None

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
December 2, 2019

Meeting Convened: 5:32 p.m. in the City Hall Auditorium

Meeting Adjourned: 7:33 p.m.

City Councilmembers present: Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phil Pe'a, Duke Wortmann, and Mayor Rick Taggart.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Senior Assistant to the City Manager Greg LeBlanc, Public Works Director Trent Prall, Community Development Director Tamra Allen, Principal Planner Dave Thornton, and City Clerk Wanda Winkelmann.

Mayor Taggart called the meeting to order.

Agenda Topic 1. Discussion Topics

a. Redevelopment Area Discussion

Mr. Caton noted this topic was discussed at City Council's November 20 workshop. During that conversation, discussion ensued about how and/or if the Redevelopment Area should be altered and if too large of area was being considered for incentives. Ms. Allen reviewed the purpose of the Redevelopment Area (RA) and described the boundaries. The projects in the City that have used the incentives offered by developing in the RA were highlighted.

Discussion ensued about the goals of this program, affordable housing, enfolding areas of Orchard Mesa into the RA, and a separate program to incentivize affordable housing. It was recommended that additional areas should be incentivized: the University corridor, the corridor South of Highway 50, and infill east of Lincoln Park.

Support was expressed for the addition of areas near the University and the area around City Market in Orchard Mesa. It was also requested that this program have a three-year sunset, at which time a review will take place to determine its effectiveness.

To calculate the amount of the incentive, support was expressed that the incentive be applied to all properties in the RA, it would be 50% of the Transportation Capacity Payment (TCP), and there would be an additional reduction by floor/story.

The next steps are for this item to be formally considered at a City Council meeting. It was also suggested that a consultant be brought in to explore ways to incentivize affordable housing.

b. 2020 Comprehensive Plan Update

Mr. Caton noted that tonight's discussion is to check in with City Council and provide an update on the Comprehensive Plan process.

Mr. Thornton reviewed the recent public engagement efforts and feedback received about the Plan:

- Values and Vision Workshop - attendees provided feedback on draft goal statements
- Latino Community Meeting - the following topics were discussed: housing affordability, jobs, education, public safety-police, inclusivity, public transit, healthcare/mental health, safety/security in schools, parks/community center.
- Sub-Areas workshop - Themes were discussed and development opportunities identified, specifically the 24 Road corridor, 7th Street, and the South Downtown area.

The next steps for the Comprehensive Plan include:

- Finalize draft vision/goals/objectives – January 2020
- Growth Scenarios – February 2020
- Draft Plan – April 2020

Agenda Topic 2. Next Workshop Topics

City Manager Caton noted were no topics scheduled for the December 16 Workshop. Support was expressed to cancel this workshop.

3. Other Business

There was none.

Adjournment

The Workshop adjourned at 7:33 p.m.

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING

December 4, 2019

Call to Order, Pledge of Allegiance, Invocation

The City Council of the City of Grand Junction convened into regular session on the 4th day of December, 2019 at 6:00 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phillip Pe'a, Duke Wortmann and Council President Rick Taggart. Councilmembers Phyllis Norris and Anna Stout were absent.

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

Council President Taggart called the meeting to order. Mark Redd, Fruita Seminary Principal for the Church of Jesus Christ of Latter-day Saints provided the invocation.

Proclamations

Proclaiming December 7, 2019 as National Pearl Harbor Remembrance Day in the City of Grand Junction

Councilmember Wortmann read the proclamation. Grand Junction Veterans Administration Medical Center Acting Director Patrick Hull accepted the proclamation.

Proclaiming December 18, 2019 as International Day of the Migrant in the City of Grand Junction

Councilmember Pe'a read the proclamation. Denise Rodriquez accepted the proclamation.

Citizen Comments

Ed Kowalski stated he met with the City Manager to discuss community guidelines.

Bruce Lohmiller spoke on homeless camps and the need for shelters.

Jim Schults spoke on pickleball and the need for more courts, and proposed some ideas on how to fill this need.

City Manager Report

City Manager Caton did not provide a report.

Council Reports

There were no reports given.

CONSENT AGENDA

Council President Taggart spoke on item 2.a.i., the Casas de Luz Planned Development, and said he would recuse himself on voting on this item when it is put to vote before City Council at the Public Hearing on December 18, 2019 City Council Meeting.

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

1. Approval of Minutes

a. Minutes of the November 18, 2019 Special Session

b. Summary of the November 18, 2019 Workshop

c. Minutes of the November 20, 2019 Special Session

d. Minutes of the November 20, 2019 Regular Meeting

2. Set Public Hearings

a. Quasi-judicial

i. Introduce an Ordinance to Amend the Phasing Schedule of the Previously Approved Planned Development to Allow 20 Residential Lots and Condominium Units on 1.88-Acres for the Casas de Luz Planned Development, Located at West Ridges Boulevard and School Ridge Road and Set a Public Hearing for December 18, 2019

ii. Introduce an Ordinance to Vacate Undeveloped Westcliff Drive Public Right-of-Way (0.18 ac) as Part of the Development of the Proposed Court on G Subdivision and Set a Public Hearing for December 18, 2019

3. Resolutions

a. Resolutions Levying Taxes for the Year 2019 in the City of Grand Junction, Colorado and the Downtown Development Authority

b. A Resolution Adopting Rates, Fees, and Charges for Water, Wastewater, and Solid Waste Effective January 1, 2020

c. A Resolution for Allocation of Certain Property Tax and Sales Tax Revenues for the Grand Junction Downtown Development Authority and for Certification of Property Tax Distribution Percentages to the County Assessor

d. A Resolution Amending the Intergovernmental Agreement Concerning the Grand Valley Regional Transportation Commission and Adopting Rules and Bylaws

4. Other Action Items

a. Cancellation of the January 1, 2020 City Council Meeting

REGULAR AGENDA

An Ordinance to 1) Amend the Comprehensive Plan Future Land Use Map from Residential Medium (4-8 du/ac) to Residential High Mixed Use and 2) Rezone from a R-5 (Residential-5 du/ac) to R-24 (Residential-24 du/ac) on a 3.58-Acre Property Located at 621 26 ½ Road

REE Development, LLC requested two actions on a 3.58-acre property located at 621 26 ½ Road. The requests were to 1) amend the Comprehensive Plan Future Land Use Map from Residential Medium 4-8 dwelling units per acre to Residential High Mixed Use and 2) rezone the property from R-5 (Residential-5 du/ac) to R-24 (Residential-24 du/ac) in anticipation of a future multi-family development on the property.

Associate Planner Senta Costello reviewed the item.

The public hearing opened at 6:28 p.m.

Carol Bergman spoke against this item.

The public hearing closed at 6:31 p.m.

Discussion included potential traffic plans for that area, the zoning of the subdivision and surrounding areas, and cooperative concept in the context of this development.

Councilmember Andrews moved to adopt Ordinance No. 4891, an ordinance amending the Comprehensive Plan Future Land Use Map Designation to Residential-High Mixed Use and Rezoning to R-24 (Residential 24 units per acre) for 3.58 acres located at 621 26 ½ Road on final passage and ordered final publication in pamphlet form. Councilmember McDaniel

seconded the motion. Motion carried by roll call vote with Councilmember Wortmann voting no.

Ordinance to Amend Part of Chapter 3 Section 12 Subsection 020 of the City of Grand Junction Municipal Code of Ordinances Relating to Sales and Use Tax Definitions

The Colorado General Assembly adopted Senate Joint Resolution (SJR) 14-038, asking the Colorado Municipal League to develop a package of standardized definitions for sales and use tax terms. Municipalities were encouraged to adopt the standardized definitions to create uniformity and simplicity for businesses that are multi-jurisdictional and must remit directly to different municipalities.

City Attorney Shaver reviewed the item.

The public hearing opened at 6:44 p.m.

There were no public comments.

The public hearing closed at 6:44 p.m.

Discussion encompassed how the County defines their sales and use tax in regards to food and candy, and possible discrepancies between their definition and the City's.

Councilmember Wortmann moved to adopt Ordinance No. 4892, an ordinance to amend part of Chapter 3 Section 12 Subsection 020 of the City of Grand Junction Municipal Code of Ordinances relating to sales and use tax definitions on final passage and ordered final publication in pamphlet form. Councilmember Andrews seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado and the Downtown Development Authority for the Year Beginning January 1, 2020 and Ending December 31, 2020

The budget represents the allocation of resources to achieve the goals identified in the City of Grand Junction's Strategic Plan. The budget is developed over the course of several months and includes the projection of revenues as well as planned expenses.

The 2020 Recommended Budget has been discussed with City Council during four budget workshops (September 30th, October 14th, October 28th, and November 4th) with complete documents being provided to City Council and the public including capital projects, economic development funding, and nonprofit funding as well as a complete line item budget detail by fund. In total the 2020 budget decreased from November 4th by $1.3 million (increase $1.2 million transportation expansion, decrease $2 million water projects, and decrease $500,000 grant removal) and the total recommended budget is now $161 million. The first public presentation and hearing was November 20th and December 4th was the second public hearing with final consideration of the 2020 Recommended Budget and adoption of the appropriation

ordinance.

City Manager Caton reviewed the proposed 2020 City Budget.

The public hearing opened at 7:02 p.m.

Dennis Simpson expressed concerns about the budgeting process.

Richard Swingle spoke about strategic versus operational budgeting.

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

Discussion included: Government Finance Officers Association ratings, process, and awards; the budget reporting process and its alignment to the Strategic Plan; actual and variances on annual budgets; and annual budgets as operational budgets vs. long term capital planning for alignment with the Strategic Plan.

Councilmember Duke Wortmann moved to adopt Ordinance No. 4893, together with the documentation of the proposed revenue and expenses prepared in support of the budget and ordinance, all as if fully set forth, appropriating certain sums of money to defray the necessary expenses and liabilities of the City of Grand Junction, Colorado and the Downtown Development Authority for the year beginning January 1, 2020 and ending December 31, 2020, also known as the annual appropriation ordinance on final passage and ordered final publication in pamphlet form. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 9:07 p.m.

_____

Wanda Winkelmann, MMC
City Clerk

Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: December 18, 2019

Presented By: Brandon Stam, DDA Executive Director

Department: Downtown Development Authority

Submitted By: Brandon Stam

Information

SUBJECT:

Introduce Ordinances Expanding the Boundaries for the Downtown Grand Junction Business Improvement District to Include Properties Known as 701 Main Street, 805 Struthers Avenue and 330 South 2nd Street into the Boundaries of the Business Improvement District and Introduce an Ordinance Expanding the Boundaries for the Grand Junction, Colorado Downtown Development Authority to Include Properties Known as 805 Struthers and 330 South 2nd Street into the Boundaries of the Downtown Development Authority and Setting a Hearing for January 15, 2020

RECOMMENDATION:

Staff recommends adoption of the ordinances.

EXECUTIVE SUMMARY:

The purpose of this item is to expand the boundaries of the Downtown Grand Junction Business Improvement District (BID) and the Downtown Development Authority (DDA).

BACKGROUND OR DETAILED INFORMATION:

In order to receive the benefits of the DDA and BID, a property must be part of both special districts. Property owners pay a mill levy (5 mills) to the DDA and a special assessment for the BID. It is a function of the DDA and BID Board of Directors to approve requests for inclusion along with the City Council.

Petitions have been submitted requesting inclusion into the BID for properties located at 701 Main Street, 805 Struthers, and 330 South 2nd Street. Additionally, the property owners of 805 Struthers and 330 South 2nd Street are requesting inclusion into the

boundaries of the DDA.

The DDA and BID Board of Directors have approved these requests.

FISCAL IMPACT:

No fiscal impact to City.

SUGGESTED MOTION:

I move to introduce an ordinance expanding the boundaries for the Grand Junction, Colorado Business Improvement District to include properties known as 701 Main Street, 805 Struthers and 330 South 2nd Street into the boundaries of the Business Improvement District and introduce an ordinance expanding the boundaries for the Grand Junction, Colorado Downtown Development Authority to include properties known as 805 Struthers and 330 South 2nd Street into the boundaries of the Downtown Development Authority and setting a hearing for January 15, 2020.

Attachments

1. BID Inclusion Packet for City Council - Petition 701 Main Street
2. BID Inclusion Packet for City Council - Map 701 Main Street
3. BID Inclusion Packet for City Council - Ordinance 701 Main Street
4. BID Inclusion Packet for City Council - Petition 330 South 2nd Street
5. BID Inclusion Packet for City Council - Map 330 South 2nd Street
6. BID Inclusion Packet for City Council - Ordinance 330 South 2nd Street
7. BID Inclusion Packet for City Council - Petition 805 Struthers
8. BID Inclusion Packet for City Council - Ordinance 805 Struthers
9. BID Inclusion Packet for City Council - Map 805 Struthers
10. DDA Inclusion Packet for City Council - Ordinance
11. DDA Inclusion Packet for City Council - Supporting Documents

VERIFIED PETITION FOR INCLUSION OF PROPERTY
INTO THE
DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT

TO: City Council, City of Grand Junction, Colorado

The undersigned Petitioner, Cabaret LLC c/o Robert Hanson, own, as tenants in common, the following described property located within the boundaries of the City of Grand Junction, in the County of Mesa, Colorado:

LOTS 9 & 10 BLK 115 CITY OF GRAND JUNCTION SEC 14 1S 1W

(the "Property"). The address of the Property is **701 Main Street**.

The Petitioners hereby respectfully petition the City Council of the City of Grand Junction, Colorado pursuant to Section 31-25-1220, C.R.S. for the inclusion of the Property into the Downtown Grand Junction Business Improvement District ("the District").

The Petitioners hereby request that the Property be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that a certified copy of said Ordinance be recorded with the Mesa County Clerk and Recorder on or about the effective date of said Ordinance, and that from and after the recording of the certified copy of the Ordinance, the Property shall be subject to the levy of taxes for payment of its proportionate share of any indebtedness of the District outstanding at the time of inclusion and liable for assessments for any obligations of the District.

The Petitioners hereby represent to the City Council and verify that they are the owners of the Property described above and that no other persons, entity or entities own an interest therein except as holders of encumbrances.

Acceptance of this Petition shall be deemed to have occurred at the time when the City Council sets the date (by publication of notice thereof) for the public hearing for consideration of the Petition.

In accordance with Section 31-25-1220(1), C.R.S., this Petition is accompanied by a deposit of monies sufficient to pay all costs of the inclusion proceedings.

PETITIONERS:

CABARET LLC c/o ROBERT HANSON

Address: 2072 Stagecoach CT, GRAND JUNCTION, CO 81507

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged and sworn to before me this 24th day of September, 2019 by Cabaret LLC c/o Robert Hanson.

Witness my hand and official seal.

My commission expires: April 14, 2020

Notary Public

RICHARD MEDINA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164014580
MY COMMISSION EXPIRES APRIL 14, 2020

Cabarat LLC, c/o Robert Hansen

Address: 2072 Stagecoach CT, GRAND JUNCTION, CO 81507

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged and sworn to before me this 24th day of September, 2019, by Cabaret LLC, c/o Robert Hanson

Witness my hand and official seal.

My commission expires: April 14, 2020

Notary Public

RICHARD MEDINA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164014580
MY COMMISSION EXPIRES APRIL 14, 2020

701 Main-BID Inclusion



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Printed: 9/19/2019

1 inch equals 94 feet

Scale: 1:1,128

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

ORDINANCE NO.

AN ORDINANCE EXPANDING THE BOUNDARIES OF AND INCLUDING PROPERTY LOCATED AT 701 MAIN STREET INTO THE DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT

Recitals:

The Downtown Grand Junction Business Improvement District (District) was formed by the Grand Junction City Council by Ordinance No. 3815 on August 17, 2005 in accordance with the Business Improvement District Act, Part 12 of Article 25 of Title 31 of the Colorado Revised Statutes (the Act). The District's term was extended from ten to twenty years by Ordinance No. 4651 on December 17, 2014.

The District consists of taxable real property that is not classified for property tax purposes as either residential or agricultural (together with the improvements thereon). It was formed to provide resources to promote business activity and improve the economic vitality and overall commercial appeal of the Downtown area. Since its inception the District has operated in compliance with the Act.

Cabaret LLC c/o Rob Hanson own real property in the Downtown area located at 701 Main Street which they seek to have included into the boundaries of the District. Cabaret LLC c/o Rob Hanson have submitted a Verified Petition for Inclusion of Property into the Downtown Grand Junction Business Improvement District (Petition).

The District's Board of Directors supports inclusion of the Property and finds that the rights, contracts, obligations, liens and charges of the District will not be impaired by the expansion of its boundaries to include the Property, and believes that the District will benefit from the inclusion.

Notice was posted in accordance with C.R.S. §31-25-1220 informing all persons having objection to appear at the time and place stated in the notice and show cause why the petition should not be granted.

The City Council finds that:

- The Petitioner owns the Property requested to be included;
- The Petition is sufficient;
- The Property is not classified for property tax purposes as either agricultural or residential;
- The District will not be adversely affected by the inclusion of the Property;
- The failure of persons to appear and show cause against inclusion of the Property into the boundaries of the District is deemed to be assent on their part to the inclusion;
- No cause has been shown that the Property should not be included;

- Expansion of the boundaries of the District to include the Property furthers the goals and policies of the Comprehensive Plan and the Economic Development Plan and serves the interests of the District and the community.

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

The following real property together with improvements thereon shall be included in the Downtown Grand Junction Business Improvement District:

LOTS 9 & 10 BLK 115 CITY OF GRAND JUNCTION SEC 14 1S 1W

Address: 701 Main Street, Grand Junction, Colorado 81501

Parcel Number: 2945-144-20-014

The City Clerk is directed to file a certified copy of this Ordinance with the Mesa County Clerk and Recorder.

Said property shall thereafter be subject to the levy of taxes for the payment of its proportionate share of any indebtedness of the district outstanding at the time of inclusion.

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

Adopted on second reading this ___day of _____, 2019 and ordered published in pamphlet form.

_____
President of the City Council

ATTEST:

_____
City Clerk

VERIFIED PETITION FOR INCLUSION OF PROPERTY INTO THE DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT

TO: City Council, City of Grand Junction, Colorado

The undersigned Petitioner, M&R Holdings LLC, own, as tenants in common, the following described property located within the boundaries of the City of Grand Junction, in the County of Mesa, Colorado:

N 41FT8IN OF S 62.5FT OF LOTS 28 THRU 32 INCL BLK 142 CITY OF GRAND JUNCTION PART OF SECOND DIVISION RESURVEY AS AMENDED SEC 14 1S 1W UM RECD 1/22/1909 RECPT NO 80773 MESA CO RECDS

(the "Property"). The address of the Property is **330 S 2nd Street**.

The Petitioners hereby respectfully petition the City Council of the City of Grand Junction, Colorado pursuant to Section 31-25-1220, C.R.S. for the inclusion of the Property into the Downtown Grand Junction Business Improvement District ("the District").

The Petitioners hereby request that the Property be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that a certified copy of said Ordinance be recorded with the Mesa County Clerk and Recorder on or about the effective date of said Ordinance, and that from and after the recording of the certified copy of the Ordinance, the Property shall be subject to the levy of taxes for payment of its proportionate share of any indebtedness of the District outstanding at the time of inclusion and liable for assessments for any obligations of the District.

The Petitioners hereby represent to the City Council and verify that they are the owners of the Property described above and that no other persons, entity or entities own an interest therein except as holders of encumbrances.

Acceptance of this Petition shall be deemed to have occurred at the time when the City Council sets the date (by publication of notice thereof) for the public hearing for consideration of the Petition.

In accordance with Section 31-25-1220(1), C.R.S., this Petition is accompanied by a deposit of monies sufficient to pay all costs of the inclusion proceedings.

PETITIONERS:

M&R HOLDINGS LLC

Jeffry T. Reid

Address: 2658 Dahila CT, GRAND JUNCTION, CO 81506

STATE OF COLORADO)

) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged and sworn to before me this 2nd day of October, 2019 by M&R Holdings LLC.

Witness my hand and official seal.

My commission expires: April 14, 2020

Notary Public

RICHARD MEDINA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164014560
MY COMMISSION EXPIRES APRIL 14, 2020

M&R Holdings LLC

Jay E. McIntosh

Address: 2658 Dahila CT, GRAND JUNCTION, CO 81506

STATE OF COLORADO)

) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged and sworn to before me this 2nd day of October, 2019, by M&R Holdings LLC

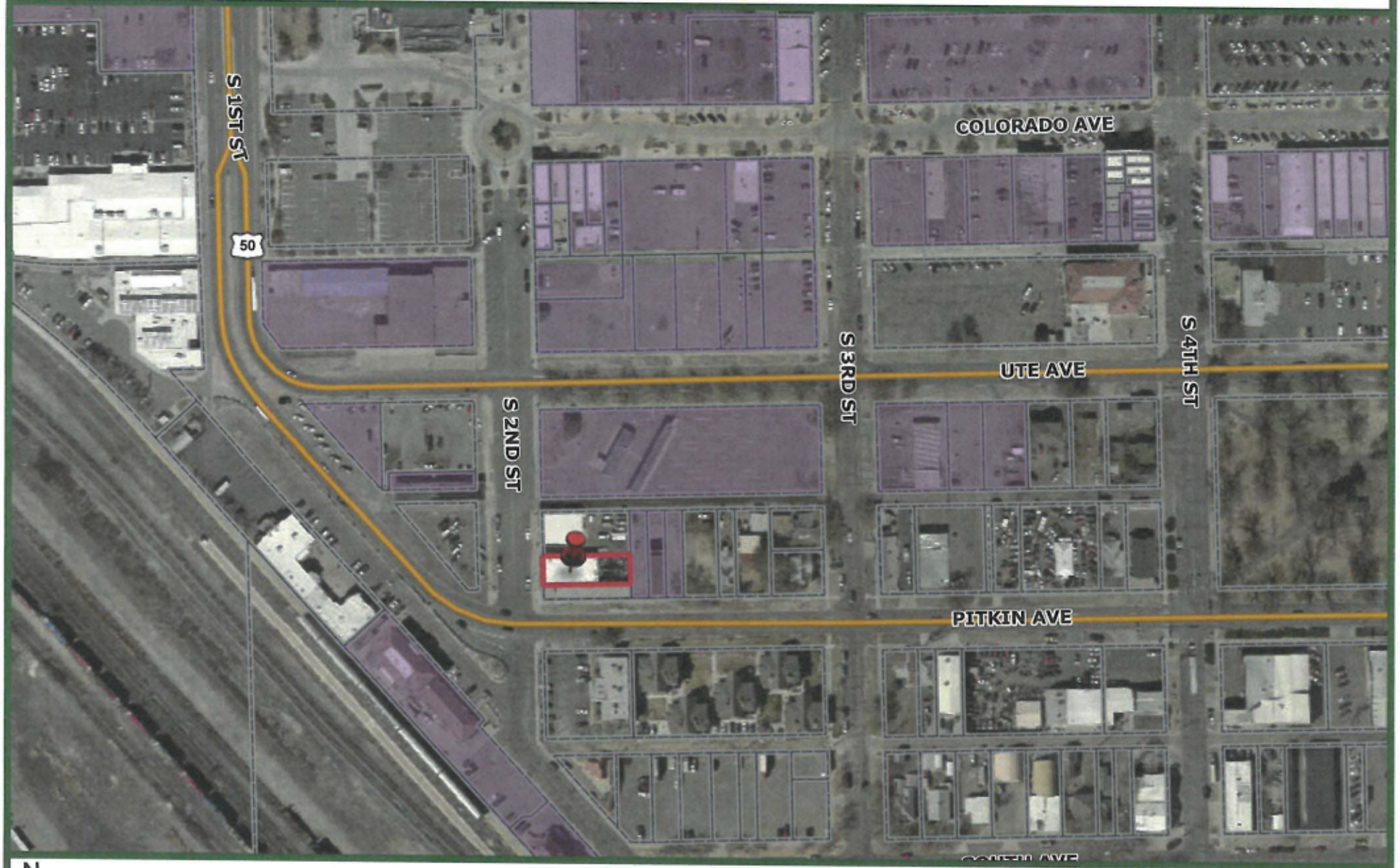
Witness my hand and official seal.

My commission expires: April 14, 2020

Notary Public

RICHARD MEDINA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164014560
MY COMMISSION EXPIRES APRIL 14, 2020

330 S. 2nd Street-BID Inclusion



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0 0.05 0.1 mi

Printed: 9/19/2019

1 inch equals 188 feet

Scale: 1:2,257

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

ORDINANCE NO.

AN ORDINANCE EXPANDING THE BOUNDARIES OF AND INCLUDING PROPERTY LOCATED AT 330 SOUTH 2ND STREET INTO THE DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT

Recitals:

The Downtown Grand Junction Business Improvement District (District) was formed by the Grand Junction City Council by Ordinance No. 3815 on August 17, 2005 in accordance with the Business Improvement District Act, Part 12 of Article 25 of Title 31 of the Colorado Revised Statutes (the Act). The District's term was extended from ten to twenty years by Ordinance No. 4651 on December 17, 2014.

The District consists of taxable real property that is not classified for property tax purposes as either residential or agricultural (together with the improvements thereon). It was formed to provide resources to promote business activity and improve the economic vitality and overall commercial appeal of the Downtown area. Since its inception the District has operated in compliance with the Act.

M&R Holdings LLC own real property in the Downtown area located at 701 Main Street which they seek to have included into the boundaries of the District. M&R Holdings LLC have submitted a Verified Petition for Inclusion of Property into the Downtown Grand Junction Business Improvement District (Petition).

The District's Board of Directors supports inclusion of the Property and finds that the rights, contracts, obligations, liens and charges of the District will not be impaired by the expansion of its boundaries to include the Property, and believes that the District will benefit from the inclusion.

Notice was posted in accordance with C.R.S. §31-25-1220 informing all persons having objection to appear at the time and place stated in the notice and show cause why the petition should not be granted.

The City Council finds that:

- The Petitioner owns the Property requested to be included;
- The Petition is sufficient;
- The Property is not classified for property tax purposes as either agricultural or residential;
- The District will not be adversely affected by the inclusion of the Property;
- The failure of persons to appear and show cause against inclusion of the Property into the boundaries of the District is deemed to be assent on their part to the inclusion;
- No cause has been shown that the Property should not be included;

- Expansion of the boundaries of the District to include the Property furthers the goals and policies of the Comprehensive Plan and the Economic Development Plan and serves the interests of the District and the community.

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

The following real property together with improvements thereon shall be included in the Downtown Grand Junction Business Improvement District:

N 41FT8IN OF S 62.5FT OF LOTS 28 THRU 32 INCL BLK 142 CITY OF GRAND JUNCTION PART OF SECOND DIVISION RESURVEY AS AMENDED SEC 14 1S 1W UM RECD 1/22/1909 RECPT NO 80773 MESA CO RECDS

Address: 330 S. 2nd Street, Grand Junction, Colorado 81501

Parcel Number: 2945-143-35-010

The City Clerk is directed to file a certified copy of this Ordinance with the Mesa County Clerk and Recorder.

Said property shall thereafter be subject to the levy of taxes for the payment of its proportionate share of any indebtedness of the district outstanding at the time of inclusion.

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

Adopted on second reading this ___day of _____, 2019 and ordered published in pamphlet form.

_____
President of the City Council

ATTEST:

_____
City Clerk

VERIFIED PETITION FOR INCLUSION OF PROPERTY
INTO THE
DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT

TO: City Council, City of Grand Junction, Colorado

The undersigned Petitioner, Cabaret LLC c/o Robert Hanson, own, as tenants in common, the following described property located within the boundaries of the City of Grand Junction, in the County of Mesa, Colorado:

LOTS 9 & 10 BLK 115 CITY OF GRAND JUNCTION SEC 14 1S 1W

(the "Property"). The address of the Property is **701 Main Street**.

The Petitioners hereby respectfully petition the City Council of the City of Grand Junction, Colorado pursuant to Section 31-25-1220, C.R.S. for the inclusion of the Property into the Downtown Grand Junction Business Improvement District ("the District").

The Petitioners hereby request that the Property be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that a certified copy of said Ordinance be recorded with the Mesa County Clerk and Recorder on or about the effective date of said Ordinance, and that from and after the recording of the certified copy of the Ordinance, the Property shall be subject to the levy of taxes for payment of its proportionate share of any indebtedness of the District outstanding at the time of inclusion and liable for assessments for any obligations of the District.

The Petitioners hereby represent to the City Council and verify that they are the owners of the Property described above and that no other persons, entity or entities own an interest therein except as holders of encumbrances.

Acceptance of this Petition shall be deemed to have occurred at the time when the City Council sets the date (by publication of notice thereof) for the public hearing for consideration of the Petition.

In accordance with Section 31-25-1220(1), C.R.S., this Petition is accompanied by a deposit of monies sufficient to pay all costs of the inclusion proceedings.

PETITIONERS:

CABARET LLC c/o ROBERT HANSON

Address: 2072 Stagecoach CT, GRAND JUNCTION, CO 81507

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged and sworn to before me this 24th day of September, 2019 by Cabaret LLC c/o Robert Hanson.

Witness my hand and official seal.

My commission expires: April 14, 2020

Notary Public

RICHARD MEDINA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164014580
MY COMMISSION EXPIRES APRIL 14, 2020

Cabarat LLC, c/o Robert Hansen

Address: 2072 Stagecoach CT, GRAND JUNCTION, CO 81507

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged and sworn to before me this 24th day of September, 2019, by Cabaret LLC, c/o Robert Hanson

Witness my hand and official seal.

My commission expires: April 14, 2020

Notary Public

RICHARD MEDINA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164014580
MY COMMISSION EXPIRES APRIL 14, 2020

ORDINANCE NO.

AN ORDINANCE EXPANDING THE BOUNDARIES OF AND INCLUDING PROPERTY LOCATED AT 805 STRUTHERS INTO THE DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT

Recitals:

The Downtown Grand Junction Business Improvement District (District) was formed by the Grand Junction City Council by Ordinance No. 3815 on August 17, 2005 in accordance with the Business Improvement District Act, Part 12 of Article 25 of Title 31 of the Colorado Revised Statutes (the Act). The District's term was extended from ten to twenty years by Ordinance No. 4651 on December 17, 2014.

The District consists of taxable real property that is not classified for property tax purposes as either residential or agricultural (together with the improvements thereon). It was formed to provide resources to promote business activity and improve the economic vitality and overall commercial appeal of the Downtown area. Since its inception the District has operated in compliance with the Act.

Anatum LLC own real property in the Downtown area located at 805 Struthers which they seek to have included into the boundaries of the District. Anatum LLC have submitted a Verified Petition for Inclusion of Property into the Downtown Grand Junction Business Improvement District (Petition).

The District's Board of Directors supports inclusion of the Property and finds that the rights, contracts, obligations, liens and charges of the District will not be impaired by the expansion of its boundaries to include the Property, and believes that the District will benefit from the inclusion.

Notice was posted in accordance with C.R.S. §31-25-1220 informing all persons having objection to appear at the time and place stated in the notice and show cause why the petition should not be granted.

The City Council finds that:

- The Petitioner owns the Property requested to be included;
- The Petition is sufficient;
- The Property is not classified for property tax purposes as either agricultural or residential;
- The District will not be adversely affected by the inclusion of the Property;
- The failure of persons to appear and show cause against inclusion of the Property into the boundaries of the District is deemed to be assent on their part to the inclusion;
- No cause has been shown that the Property should not be included;

- Expansion of the boundaries of the District to include the Property furthers the goals and policies of the Comprehensive Plan and the Economic Development Plan and serves the interests of the District and the community.

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

The following real property together with improvements thereon shall be included in the Downtown Grand Junction Business Improvement District:

BEG 443FT W OF NE COR NW4SE4 SEC 23 1S 1W W 242.7FT S 04DEG E 323FT E 242.7FT N 04DEG W TO BEG

Address: 805 Struthers, Grand Junction, Colorado 81501

Parcel Number: 2945-234-00-029

The City Clerk is directed to file a certified copy of this Ordinance with the Mesa County Clerk and Recorder.

Said property shall thereafter be subject to the levy of taxes for the payment of its proportionate share of any indebtedness of the district outstanding at the time of inclusion.

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

Adopted on second reading this ___day of _____, 2019 and ordered published in pamphlet form.

_____
President of the City Council

ATTEST:

_____
City Clerk

805 Struthers-BID Inclusion



N

0 0.13 0.25 mi

Printed: 9/19/2019

1 inch equals 376 feet

Scale: 1:4,514

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

ORDINANCE NO.

AN ORDINANCE EXPANDING THE BOUNDARIES OF THE GRAND JUNCTION, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY

RECITALS:

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

Since that time individual property and business owners, pursuant to §31-25-822, 12A C.R.S. and Article X of the Authority's Plan of Development, have petitioned for inclusion within the boundaries of the Authority.

The DDA Board requests Council's approval to expand the Authority's boundary to include the properties listed below within the Plan's area in accordance with state law, the Plan of Development and other applicable law, rules or regulations.

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

The following properties to be included within the DDA boundaries:

330 South 2nd Street – Parcel #2945-143-35-010
805 Struthers – Parcel #2945-234-00-029

PASSED for first reading and ordered published by the City Council of the City of Grand Junction, Colorado this 4th day of December, 2019.

PASSED AND ADOPTED on second reading by the City Council of the City of Grand Junction, Colorado this 18th day of December, 2019.

_____
Rick Taggart
President of the Council

Attest:

_____
Wanda Winkelmann
City Clerk

Anatum, LLC

Ray Rickard / president

October 4, 2019

Brandon Stam

Downtown Development Authority

437 Colorado Avenue

Grand Junction, Colorado 81501

RE: Request for Entry into DDA

Dear Stam ,

Anatum, LLC requests entry of our property into the Grand Junction Downtown Authority (DDA) . We recently acquired this parcel for development and are excited to be part of the Downtown Development Authority District. We feel confident that this venture will benefit both the DDA and our development plans in the Los Colonias Park.

We feel very strong that working together to connect Downtown to Los Colonias Park is a concept worth pursuing, We were instrumental in the design and building of the Trail Edge Townhomes and placing entitlements for the commercial venture located at 879 Struthers , which should be breaking ground later this month.

Our current plans included a remodel of the existing structure for a new office retail space for an exciting new Interior Decorator. The remaining ground is in design for a combination of new retail /office space boarding the Parkway and a new residential units bordering the River Park.

If you have any questions or concerns, please reach out to me

Sincerely,

Ray Rickard

Anatum, LLC

970-250-1128 / ray@gjproperties.com

Mesa County Treasurer Tax Receipt

Account	Parcel Number	Receipt Date	Receipt Number
R069349	294523400029	May 20, 2019	2019-05-20-SRR-14356

STRUTHERS HOLDINGS LLC
PO BOX 2422
GRAND JUNCTION, CO 81502

Situs Address	Payor
805 STRUTHERS AVE	Margaret Ann Cox PO BOX 2422 GRAND JUNCTION, CO 81502

Legal Description

BEG 443FT W OF NE COR NW4SE4 SEC 23 1S 1W W 242.7FT S 04DEG E 323FT E 242.7FT N 04DEG W TO BEG

Property Code	Actual	Assessed	Year	Area	Mill Levy
CONTRACTING/SERVICE - IND - 3112	165,670	48,040	2018	10301	71.252
CONTRACTING/SERVICE - IND - 3212	51,280	14,870	2018	10301	71.252

Payments Received

Check	$2,241.24
Check # 8057	

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2018	Tax	$4,482.48	$2,241.24	$2,241.24	$0.00
				$2,241.24	$0.00
			Balance Due as of May 20, 2019		**$0.00**

Thank you for your payment.

Mesa County Treasurer Tax Receipt

Account	Parcel Number	Receipt Date	Receipt Number
R082399	294523438001	Feb 5, 2019	2019-02-05-lockbox-1669

ANATUM LLC
2415 RED RANCH DR
GRAND JUNCTION, CO 81506

Situs Address	Payor
	ANATUM LLC

Legal Description

LOT 1 EDGEWATER SUBDIVISION SEC 23 1S 1W UM & AN UNDIV INT IN TRACT A EDGEWATER NO 2 SUBDIVISION FKA AS TRACT A EDGEWATER SUBDIVISION - 0.60AC

Property Code		Actual	Assessed	Year	Area	Mill Levy
COMMERCIAL VACANT LOTS	- 0200	95,110	27,580	2018	10101	70.752

Payments Received

Bank Lockbox — Multi-Account Payment

Check Number Lockbox

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2018	Tax	$1,951.36	$0.00	$1,951.36	$0.00
				$1,951.36	$0.00

Balance Due as of Feb 5, 2019 **$0.00**

Thank you for your payment.

805 Struthers-DDA Inclusion



N

0 0.13 0.25 mi

Printed: 9/19/2019

1 inch equals 376 feet

Scale: 1:4,514

CITY OF Grand Junction COLORADO

GEOGRAPHIC INFORMATION SYSTEM

October 2, 2019

Brandon Stam
Downtown Development Authority
248 South 4th Street
Grand Junction, CO. 81501

Re: Request for Entry into DDA

Dear Mr. Stam,

M & R Holdings, LLC would like to request inclusion of our property into the Grand Junction Downtown Development Authority (DDA). We have seen a significant positive impact on the downtown area as a result of DDA initiatives over the past few years. We fully support the goals and objectives of the Authority to enrich Main Street - and extend urban revitalization efforts to adjacent blocks within this area.

Our property is currently being repurposed into a new Microbrewery and Taproom; we are also adding a residence on top. The property is:

330 S. 2nd Street, Parcel # 294514335010

Please enroll the Parcel into the DDA so we can help achieve the vision of the DDA.

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

Sincerely,

Jeff Reid

Owner, Foam & Folly Brewing, LLC - Tenant
and Member, M & R Holdings, LLC - Property Owner

ACCOUNT # R064214
PARCEL # 294514335010
TAX DISTRICT # 10101

Real PROPERTY TAX NOTICE
2018 TAX DUE IN 2019

SHEILA REINER
MESA COUNTY TREASURER

TAX NOTICE

TAX AUTHORITY	TAX LEVY	TEMP TAX CREDIT	GENERAL TAX
COLORADO RIVER WATER CONS	0.25600	0.00000	$9.02
MESA CNTY ROAD & BRIDGE-G	0.22150	0.00000	$7.80
CITY OF GRAND JUNCTION	8.00000	0.00000	$281.84
GRAND RIVER MOSQUITO CTRL	1.45200	0.00000	$51.15
GRAND VALLEY DRAINAGE DIS	1.86000	0.00000	$65.53
LIBRARY DISTRICT	3.05900	0.00000	$107.77
MESA COUNTY	11.91400	0.04500	$419.74
COUNTY ROAD & BRIDGE-1/2	0.22150	0.00000	$7.80
SCHOOL DIST #51 GEN	29.57300	0.00000	$1041.86
SCHOOL DIST# 51 BOND	10.33800	0.00000	$364.21
SCHOOL DIST# 51 2017 OVER	3.85700	0.00000	$135.88
			$
			$
			$
			$
TOTAL NET LEVY-->	70.75200		2492.60
LATE FILING FEE			$0.00
			$
			$
			$
GRAND TOTAL			$0.00
			$2492.60

VALUATION	ACTUAL	ASSESSED
LAND	$29830	$8650
BUILDINGS/IMPROVE	$91660	$26580
PERSONAL	$0	$0
TOTAL	$0	$0
NET TOTAL	$121490	$35230

MESSAGES

Would you like to receive your Tax Notice electronically?
Go to https://appz.mesacounty.us/Treasurer/treasurerweb/
do account search - click verify email under Account Links.
Verification code shown below.

Verification Code: FGD5TKJT

Customer Service hours - 8:30 a.m. to 4:30 p.m., Monday - Friday

THIS IS NOT A BILL
TAX NOTICE
YOU WILL RECEIVE

LEGAL DESCRIPTION OR LOCATION OF PROPERTY (MAY BE INCOMPLETE)

N 41FT8IN OF S 62.5FT OF LOTS 28 TO 32 INC BLK
142 GRAND JUNCTION

Contact Treasurer's Office Immediately if "Delinquent" appears above.

PAYMENT	DUE DATE	AMOUNT
FIRST HALF	FEB 28, 2019	$1246.30
SECOND HALF	JUNE 15, 2019	$1246.30
FULL PAYMENT	APRIL 30, 2019	$2492.60

330 S 2ND ST

pd in full 2/13/19
✓1043
M+R

R064214
M & R HOLDINGS LLC
2658 DAHILA CT
GRAND JUNCTION, CO 81506

Make Checks Payable To:
MESA COUNTY TREASURER

POST DATED CHECKS ARE NOT ACCEPTED
If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold."

See back of form for additional information.

For change of address complete back of form.

DO NOT PAY THIS BILL IF YOUR MORTGAGE COMPANY WILL MAKE PAYMENT

TAX YEAR 2018

Contact Treasurer's Office immediately if "Delinquent" appears above

RETURN THIS COUPON FOR FIRST HALF OR FULL PAYMENT

Full Payment or 1st Half Coupon 1

ACCOUNT NUMBER R064214

LOCATION: 330 S 2ND ST

IS YOUR ADDRESS CORRECT?
Check this box for change of address and complete back form. ☐

Return this coupon with payment to:
MESA COUNTY TREASURER 970-244-1824
PO BOX 1909
GRAND JUNCTION, CO 81502-1909

FIRST HALF PAYMENT AMOUNT DUE BY FEBRUARY 28, 2019 $1246.3

FULL PAYMENT AMOUNT DUE BY APRIL 30, 2019 $2492.6

R064214
M & R HOLDINGS LLC
2658 DAHILA CT
GRAND JUNCTION, CO 81506

12018R0642140000249260000012463

M and R Holdings, LLC
2658 Dahlia Ct.
Grand Junction CO 81506

23-7/1020 1039
1043

Date 2/12/19

PAY to the order of Mesa County Treasurer $2492.60

Twenty-four hundred ninety-two + 60/100 Dollars

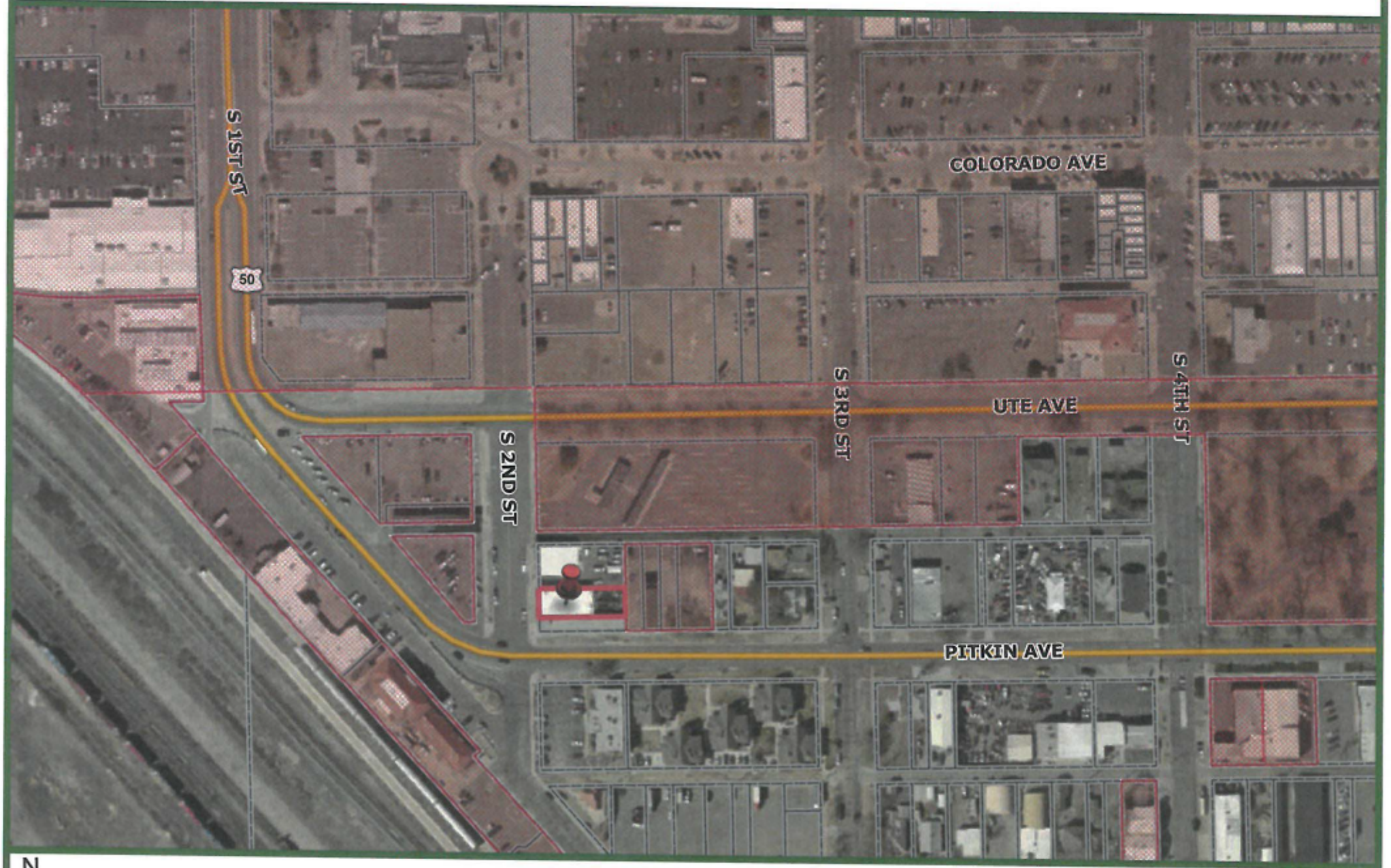
Security Features Details on Back.

WELLS FARGO Wells Fargo Bank, N.A. Colorado wellsfargo.com

For R064214 330 S. 2nd St. GJ Jay McIntosh

⑈102000076⑈ 5995893129⑈

330 S. 2nd Street-DDA Inclusion



N

0 0.05 0.1 mi

Printed: 9/19/2019

1 inch equals 188 feet

Scale: 1:2,257

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: December 18, 2019

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

Introduce an Ordinance Rezoning to R-8 (Residential 8 Units per Acre) a 1.26-Acre Property Located at 588 North Grand Falls Court and Setting a Public Hearing for January 15, 2020

RECOMMENDATION:

Planning Commission heard this item at its December 10, 2019 meeting and recommended approval (6-0) of the request.

EXECUTIVE SUMMARY:

The Applicant, Corey Bendetti, is requesting a rezone of the 1.26-acre parcel located at 588 North Grand Falls Court from PD (Planned Development with an expired plan) to R-8 (Residential 8 units per acre). The Applicant proposes to develop the property for 10 attached townhomes (2 buildings, 5 units each), resulting in a density of 8 units per acre which is consistent with the Future Land Use Map designation of Residential Medium High 8 to 16 units per acre. Since there were no deviations requested to establish a Final Plan for the existing PD (Planned Development) zoning with an underlying district of R-8, there is no need to apply a Planned Development zoning to this property. Instead, the applicant is requesting a standard zoning district of R-8 (Residential 8 units per acre zoning) for the property.

BACKGROUND OR DETAILED INFORMATION:

The Grand Falls Townhomes property is a vacant parcel within the overall Planned Development for The Falls, construction of which began in the early 1980s. Since that time, the overall Plan for The Falls has lapsed so remaining undeveloped parcels have

been assigned a PD (Planned Development) zone with an underlying zoning of R-8 (Residential 8 units per acre). Some previously vacant parcels within The Falls have been developed with separate Overall Development Plans (ODPs) to establish a new plan for each portion of The Falls.

Per section 21.05.010 of the Zoning and Development Code, the Planned Development (PD) zone district is to apply to mixed use or unique single-use projects where design flexibility is desired and is not available through application of the standards established in the Code and when long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan can be achieved. Such benefits include more effective infrastructure, a greater quality and quantity of public and/or open space, other recreational amenities or innovative designs. In Staff's analysis, there are no elements of this small project that would warrant application of PD zone to this parcel. In addition, the Applicant is not requesting any deviations to R-8 zone district for design flexibility. Thus, Staff recommended and the applicant is simply requesting an R-8 zoning rather than an ODP/PD zoning.

Concurrent with the rezone request, the applicant is requesting administrative review and approval of a Site Plan as well as a Major Subdivision of the parcel into 10 townhome units with common elements.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting was held on April 30, 2019 at 5:30 pm at Bookcliff Middle School, located at 540 29-1/4 Road in Grand Junction. The Applicant provided an overview of the proposed development for the property. There were ten citizens in attendance, the Owner/Applicant, two representatives and City planning staff. Attendees had initial questions about location of the project and access to it. Other concerns included topography, drainage and the architecture of the proposed structures. Following more detailed explanation of the project, there were no additional issues expressed.

Public notice for this application was provided in accordance with Sec. 21.02.080(g) of the Code, including posting notification signs on the subject property on adjacent public rights-of-way.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Zoning and Development Code, 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 existing zoning for this property is PD (Planned Development without an approved plan) with an underlying zoning of R-8 (Residential 8 units per acre). An overall plan for The Falls has lapsed since its initial phases that occurred in the early 1980s. Thus, the subsequent event that invalidates the current PD zoning is this current request to develop the property for a specific use, site plan and plat. As previously discussed, the purpose of the Planned Development (PD) zone district is to apply to mixed use or unique single-use projects where design flexibility is desired when long-term community benefits will be derived such as more effective infrastructure, a greater quality and quantity of public and/or open space, other recreational amenities or innovative designs. In Staff's analysis, there are no unique elements of this small project that would warrant application of PD zone to this parcel. In addition, the Applicant is not requesting any deviations to R-8 zone district for design flexibility. Therefore, the underlying zone of R-8 as requested is sufficient to meet the Future Land Use Map category of Residential Medium High 8 to 16 units per acre. Therefore, staff finds 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 character and/or condition of the immediate area of The Falls development have not changed. The Falls continues to exist as a Planned Development without a current plan with many yet-undeveloped parcels such as this site. However, in the vicinity, there continues to be residential growth to the east and west of the site, making development of this infill site more appropriate now than in the past few decades. The rezone to R-8 is consistent with the Plan and the existing surrounding types of land use. As such, staff finds that the character and the condition of the area has/is changing and has found this criterion to have been met.

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

This is an infill development site for which adequate public and community facilities and services are available or can be extended to the property and are sufficient to serve the proposed residential use. Ute Water and City sanitary sewer are presently located within the Grand Falls Court right-of-way and developed street that stubs to this site. The property can also be served by Xcel Energy for electric and natural gas services. Access to commercial facilities, retail, offices and restaurants can be accessed near the intersection of 29 and Patterson Roads as well as scattered sites along the Patterson Road corridor. Grand Junction Fire Station #2 is just north of the subject site on the southeast corner of Patterson and 28-1/4 Roads. Staff has found there to be adequate public and community facilities available to serve the proposed R-8 zone district and the proposed residential use. 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 R-8 (Residential 8 units per acre) zone district comprises about 9% of the total acreage zoned within the City. This site is already zoned for this density under the PD (Planned Development with underlying zoning of R-8) district so is likely already included in the percentage reported above. Consequently, this criterion has not been met.

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

Rezone of this parcel will eliminate the PD zoning without a plan and zone the property with a standard R-8 zone district with predictable development standards that are consistent with adjacent land use in The Falls development. In addition, the rezone will allow for the development of an infill site that is consistent with Policies and Goals of the Comprehensive Plan as discussed below. Therefore, staff finds that this criterion has been met.

Consistency with Comprehensive Plan
This Rezone request is consistent with the Future Land Use Map designation of Residential Medium High which is intended to develop with densities between 8 and 16 units per acre. The rezone request to R-8 will allow the property to be developed consistent with this land use. The request is also consistent with the following principals, goals and/or policies of the Comprehensive Plan:

Guiding Principle 2 – Sustainable Growth Patterns. Achieve fiscal sustainability where we grow efficiently and cost-effectively and encourage infill development and redevelopment.

Guiding Principle 3 and Goal 5 – Housing Variety. Allow/encourage a broader mix of housing types to meet needs of a diverse population.

Goal 1 – Policy A: City and County land use decisions will be consistent with the Future Land Use Map.

This proposed rezone will allow for the development of this infill site with townhome development at a density that is consistent with the Future Land Use Map.

STAFF RECOMMENDATION AND FINDINGS OF FACT
After reviewing RZN-2019-649, a request to Rezone 1.26 acres to R-8 (Residential 8 units per acre), the following findings of fact have been made:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan;

2. In accordance with Section 21.02.140 of the Grand Junction Zoning and Development Code, one or more of the rezone criteria have been met.

Therefore, Staff recommends approval of the request to rezone the property referred to in file number RZN-2019-649 to an R-8 (Residential 8 units per acre) zone district.

FISCAL IMPACT:

There is no direct fiscal impact from this request.

SUGGESTED MOTION:

I move to introduce an ordinance rezoning to R-8 (Residential 8 units per acre) a 1.26-acre parcel located at 588 North Grand Falls Court and set a public hearing for January 15, 2020.

Attachments

1. Overall Site Location Maps and Photos
2. Neighborhood Meeting Information and Development Application
3. Proposed Site Plan and Subdivision Plat
4. Planning Commission Minutes - 2019 - December 10 - Draft
5. Grand Falls Townhomes Zoning Ordinance

VICINITY MAP



N

0 0.05 0.1 mi

Printed: 11/27/2019

1 inch = 188 feet

City of Grand Junction Colorado

LOCATION MAP



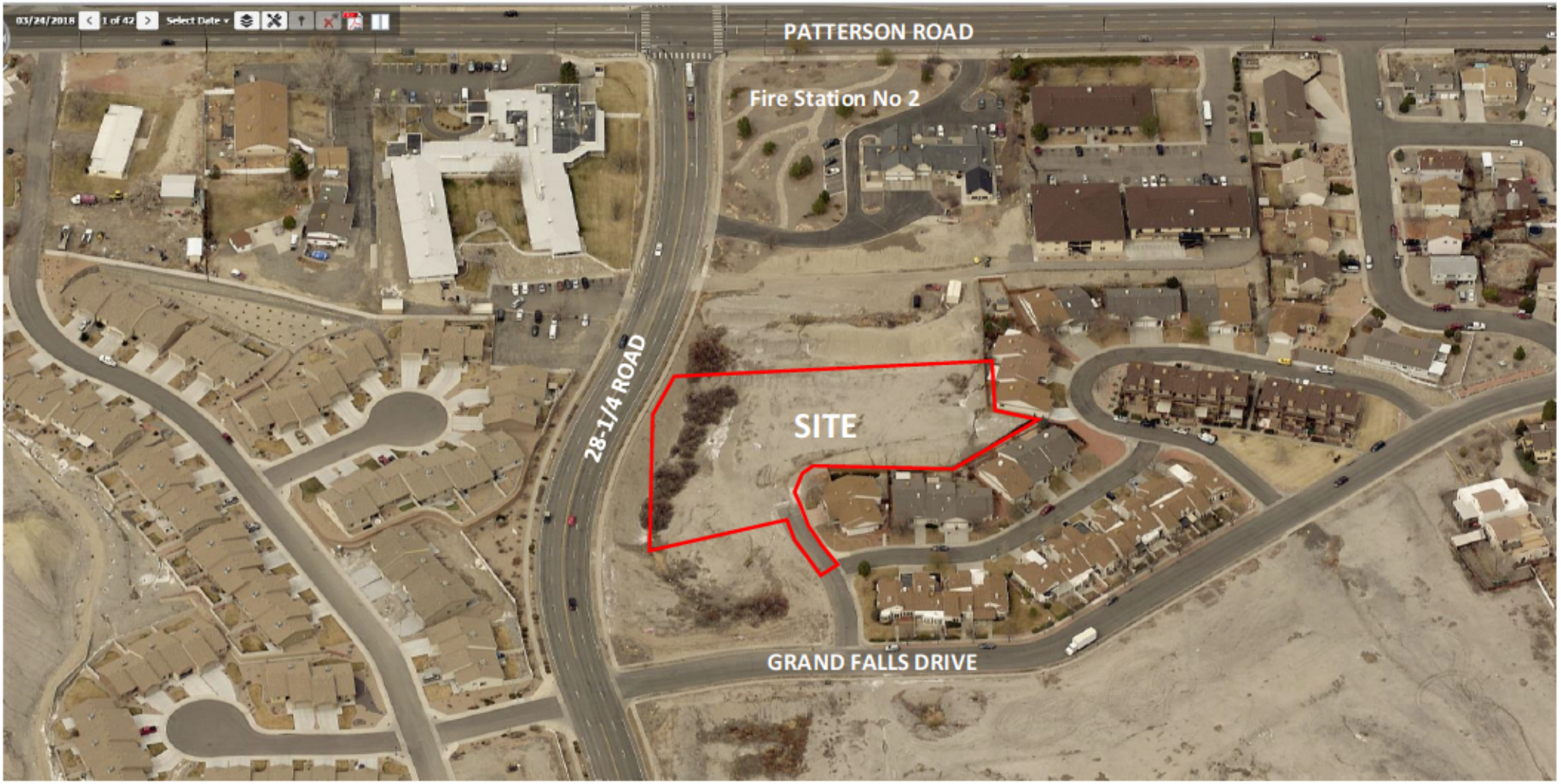
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Printed: 11/27/2019

1 inch = 94 feet

City of Grand Junction Colorado
Geographic Information System



AERIAL VIEW ACROSS SITE FROM SOUTH – PATTERSON ROAD TO THE NORTH



VIEW OF SITE FROM SOUTHWEST

Grand Falls Subdivision

Neighborhood Meeting Sign In

Name	Phone	Address
Kim Kerk	970-640-6913	529 25 1/2 Rd, #B108, Grand Junction, CO 81505
John STEAD *	(406)833-4510	2832 GRAND FALLS GRC, UNIT C.
MARIAN STEAD	"	"
MARIA CALAC GATE	970-245-5737	2832 B Grand Falls cir.
Bob + Midge Williams	970 241-8211	578 RIO GRANDE DR unit A
Gloria Vance	970-260-2966	591 1/2 28 1/2 Rd.
Mary Mussell	~~970-433-7125~~	2828 Vella Way #A
Shelly Cross	970-985-1525	2837 Grand Falls Cir #4
Robert Lere	970-208-6144	2837 " #1
Ron Abelce	970-234-5681	2850 Grand Falls dr.
Kristen Ashbeck	970 244-1491	City Hall
Corey Benedetto	970-773-1997	1255 Grand Ave

N Grand Falls Neighborhood Meeting 4.30.2019:

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Attendees:

Kim Kerk – Kim Kerk Land Consulting & Development

Corey Bendetti – Owner/Developer of GNF project

Kristen Ashbeck – Principal Planner, City of Grand Junction

Dajana Swanson – Kim Kerk Land Consulting & Development

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At 5:35 Kim Kerk (KK) started the meeting with intro – KKLCD, City planner, Owner and the role of each in the project. Explained meeting purpose to discuss the concept plan for NGF townhome community. Asking for comments during discussion portion of meeting. Minutes to go to the City of Grand Junction Planning for review on comments provided at meeting as recorded. Neighbors all began asking questions in rapid succession about location of the project to existing roadways adjacent to same.

Neighbor (N) #1: What is happening with the large 'hole' on the east side of the project?

KA: It is located behind the proposed structures of the project.

N #2: The existing HOA will not be a part of this?

CB: Correct. Townhomes will have their own new and independent HOA.

N #3: Will they be single story?

CB: No. Two stories over a garage level per the current design plans.

N #4: Will this be next to the fire station?

CB: Not directly next to it; there is another lot between the project and the fire station.

N #5: The adjacent properties all have tough terrain; will that all get leveled?

CB: Not sure how that would work without a single buyer with a large project going in to do that kind of earthwork; for this project, currently there is a hole on the NE side where buildings will go in, but that will all be filled in with shrubbery after construction.

N #6: My property is adjacent on the southwestern side of project, will you build a retaining wall, because I have no drainage issues now, but my property sits lower?

CB: We will probably build a retaining wall of some form along that side.

KK: Neighboring HOA Board Members attending the meeting privately discussed with KK that they had concerns about the way the property will affect their neighborhood HOA on the south side of project; mentioned they have gates, so KK to review and visit site to see what is happening with the existing fencing and access gates they discussed during the meeting. John Stead, President of the neighboring HOA (east of project) provided KK with his business card and a promise to stay in touch with KK in order

to ensure that all communication between the new HOA and existing HOA/Board(s) would be fluid and transparent.

KK: Invited all attendees to make sure to take a business card, and that everyone was welcome to reach out with any additional questions they might have about the project and the progress of same, in the coming days.

Meeting adjourned at 6:05 pm.

CITY OF Grand Junction COLORADO
COMMUNITY DEVELOPMENT

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: Planned Development - ODP

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

Existing Land Use Designation		Existing Zoning	
Proposed Land Use Designation		Proposed Zoning	

Property Information

Site Location:	588 North Grand Falls Court	Site Acreage:	1.26
Site Tax No(s):	2943-072-17-051	Site Zoning:	PUD
Project Description:	To develop 10 Single-family attached dwellings/lots		

Property Owner Information		Applicant Information		Representative Information	
Name:	Corey Bendetti	Name:	Corey Bendetti	Name:	Kim Kerk Land Cons. & Dev.
Street Address:	1255 Grand Ave.	Street Address:	1255 Grand Ave.	Street Address:	529 25 1/2 Road, B-10
City/State/Zip:	Grand Junction, CO 8	City/State/Zip:	Grand Junction, CI 81	City/State/Zip:	Grand Junction, co 81
Business Phone #:	970-773-1997	Business Phone #:	970-640-6913	Business Phone #:	970-640-6913
E-Mail:	coreysomething@gmail.com	E-Mail:	coreysomething@gmail.com	E-Mail:	kimk355@outlook.com
Fax #:		Fax #:		Fax #:	
Contact Person:	Corey Bendetti	Contact Person:	Corey Bendetti	Contact Person:	Kim Kerk
Contact Phone #:	970-773-1997	Contact Phone #:	970-773-1997	Contact Phone #:	970-640-6913

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	Kim Kerk — Digitally signed by Kim Kerk Date: 2018.06.20 15:36:30 -06'00'	Date	
Signature of Legal Property Owner	Corey Bendetti — Digitally signed by Corey Bendetti Date: 2019.05.07 11:30:51 -06'00'	Date	

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ODP and Final Plan/Plat

588 North Grand Falls Ct.

Grand Junction, Colorado

Date:	May 21, 2019
Prepared by:	Kim Kerk, PM
Submitted to:	City of Grand Junction
	250 N. 5th Street
	Grand Junction, CO 81501
Project:	Rezone from PD (Planned Development with R-8 default) to PD (Planned Development with R-8 default) based on ODP and Final Plan/Plat
Property Address:	588 North Falls Ct., Grand Junction, CO
Tax Schedule No.:	2943-072-17-051

529 25 ½ Rd, Ste B-108, Grand Junction, CO 81505
Ph: (970) 628-4711

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Introduction

Grand Falls Townhomes subdivision contains approximately 1.26 +/-acres requested to be rezoned from PD (Planned Development with R-8 default) to a new PD (Planned Development with R-8 default) as proposed in the Outline Development Plan (ODP) for Grand Falls Townhomes. Development of the site shall consist of one phase containing a total of 10 single-family attached dwelling units/lots for a finished density of 5.6 dwelling units to the acre, which supports the Comprehensive Plan for infill development.

Project Background and Description

The Grand Falls Townhomes development is an infill project consisting of Lots 12 and 14 of the Falls, Filing 3, which is proposing a 10 lot, residential community providing affordably priced townhomes. The neighborhoods to the East, South and West are generally built out with residential townhomes of the Falls Filing 3 Development. To the North is a commercial lot with one small building on it. The site is in close proximity to schools, shopping, recreation, parks and medical facilities.

The site is in the east Grand Junction area and is located south of Patterson Road and east of 28 ¼ Road. The land use classification is Residential Multi-family and the current zoning is Planned Development with R-8 default zone.

The project is comprised of one parcel (2943-072-17-051) of approximately 1.26 acres. The topography is generally flat in the north and east with steep downward slopes to the south and west. The property drains to the southwest with stormwater being captured, detained and released into an existing storm system located east of 28 ¼ Road.

Property Location/Legal

The property is located on 588 North Grand Falls Ct., Grand Junction, CO. Parcel # is 2943-072-17-051.

The legal description of this site is as follows:
LOT 1 REPLAT LOTS 12 & 14 BLK TWO THE FALLS - FIL NO THREE SEC 7 1S 1E U M & ALSO INCLUDING THAT PTN OF VAC R.O.W. AS DESC IN B-2882 P-246/248 MESA CO RECDS - 1.26AC/54886 SQ FT

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Rezone Request to Planned Development

The current PD zone with a default zoning district of R-8 has a minimum residential density of 5.5 dwelling units to the acre per a previously approved plan that lapsed. Therefore, the minimum residential density that would have to be developed on this property would be 7 dwelling units (7 units / 1.25 acres = 5.6 dwelling units/acre). The maximum number of dwelling units on the property would be 10 as part of the ODP process (10 units / 1.25 acres = 8 dwelling units/acre). The applicant does not wish to increase the number of dwelling units/acres from the maximum allowed based on the default R-8 zoning of the previously approved PD zoning.

The proposed rezone will utilize the bulk standards for the R-8 default zone district; therefore, no deviations from bulk standards or design standards of the underlying zone district of R-8 are being requested. Allowed uses will be the same as those permitted in R-8 zoning.

Petitioners Intent:

The developer proposes 10 single-family attached dwelling units which would be built as 2 buildings of 5 units each. This project would align with the Comprehensive Plan for infill development by adding residential development to the area that is focused on smaller, single-family homes.

R-8 Bulk Standards

The proposed rezone will use the bulk standards from the R-8 default zoning. Allowed uses will be those permitted in an R-8 zone. The applicant is not requesting any deviations to the default R-8 zone.

Community Benefit

The Grand Junction Comprehensive Plan establishes "Six Guiding Principles" that will shape the growth of the Grand Junction region.

The development proposed by the applicant specifically applies to the following Principles of the Comprehensive Plan:

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.

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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.

Grand Falls Townhomes is being proposed as an infill development of a property that has limited street frontage due to the topography of the location. This property is generally flat in the north and east with steep downward slopes to the south and west along 28 ¼ Rd. The development's access point will be from the South from the existing Grand Falls Court and is a low volume local street connecting to Grand Falls Road, which is a higher-order street.

The proposed density of 5.5 dwelling units per acre is consistent with the Residential Medium-High classification, as identified in the Future Land Use Map of the Comprehensive Plan for this site.

The proposed density will also allow the applicant to construct new homes without excessive construction of new streets, water and sewer lines, again: aligning with Guiding Principle 2 of the Comprehensive Plan.

Additionally, it would offer new housing options in an established residential area that would appeal to single family home buyers of all ages, who have no time, desire or inclination to maintain a large yard; complimenting the intent of Guiding Principle 3 of the Comprehensive Plan.

The surrounding community would benefit from an infill development of this property that currently sits vacant and is somewhat challenging to develop due to the topography of the site. The proposed density aligns with neighboring communities and is within the default R-8 zoning of the land. The development would require minimal construction of new streets, sewer and water lines that the public would be required to maintain after development. The proposed size and type of housing would also add to the variety of housing available in this area of the Grand Valley, adding long-term value, per the vision of the Guiding Principles of the Comprehensive Plan.

Signage

Signage for the development is TBD.

The petitioner acknowledges that any signage proposed would have to comply with what is permitted by Sec. 21.06.070(7), Signs, Planned Development, which states:

(ii) One permanent monument sign up to 32 square feet in area is allowed at a multifamily apartment/condominium building/complex and on each common area parcel that abuts a public right-of-way; for purposes of this subsection, "common area parcel" means a parcel that is owned by a homeowners' association for the benefit of all lot owners in a planned community, common interest community or condominium.

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Any proposed signage would be located at the entrance to the subdivision in a tract owned by the Homeowners Association (HOA) and would be owned and maintained by the HOA.

Fencing and Right-of-Way Landscaping

6' privacy fencing will be installed by the developer at the top of the existing steep slope along 28 ¼ Road on the west side of the development. Washed landscape river rock over landscape fabric will be placed on the steep slope west of the proposed privacy fence. The only area that needs a retaining wall is the south side of the turn-around drive and will be installed by the developer. A dumpster enclosure is also part of the site plan just NE of Tract C. All fencing shall meet the requirements of Section 21.06.040(g), Residential Perimeter Subdivision Enclosure, of the Zoning and Development Code.

Additionally, there will be a final landscaping design with trees, shrubs and ground cover which shall be included with final plat and plans submitted for approval, and the approved landscaping for the development shall be maintained by the HOA.

Neighborhood Meeting

A neighborhood meeting was held in accordance with Sec. 21.02.080(e) of the Grand Junction Municipal Code, on April 30, 2019 at Bookcliff Middle School, 540 29 1/4 Rd, Grand Junction, CO 81504. The purpose of the meeting was to discuss the proposed development and provide detailed information about the ODP. The applicant and his representative reviewed the ODP and provided detailed information about where the home sites would be built, how the development would be built with the challenging topography of the land, and to address any additional concerns of the attendees. Kristen Ashbeck, Principal Planner with the City of Grand Junction also attended the meeting to answer questions about the rezone and subdivision review and approval process.

The meeting was attended by approximately 10 citizens. Comments from citizens included questions about the housing type and height, total number of homes, HOA, privacy, and site grading due to the existing topography of the parcel.

Comprehensive Plan

The Comprehensive Plan identifies the subject property as Residential Medium High (RMH) (8 -16 DU/Acre). The proposed density is lower than the anticipated density for this area of the community. As a vacant parcel, the property is identified by the

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Comprehensive Plan as an "area subject to change" which anticipates new growth and development for vacant properties located within the Urban Growth Boundary.

The proposed development is an exemplary infill development because it is surrounded on three sides by existing subdivisions and is located in an urbanized area of the City where existing sewer, water and other urban services are available. Future residential development of the subject property will provide needed housing for buyers interested in a smaller home with minimal upkeep required for a yard space.

The property is located within the 201 Sewer Service Boundary and the Urban Development Boundary. Vacant properties like this are expected to grow and develop in a manner like what is proposed in this application.

The applicant is requesting a rezone from the current zoning of PD (Planned Development with R-8 default zoning) to PD (Planned Development with R-8 default zoning) based on the ODP for Grand Falls Townhomes. The current zoning and the requested zoning are consistent with, and support, the Comprehensive Plan for the location of the subject property.

The proposed development meets the following Goals and Policies of the Comprehensive Plan:

Goal 1, Policy D: For development that requires municipal services, those services shall be provided by a municipality or district capable of providing municipal services.

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

Additionally, the proposed development also meets the following Guiding Principles of the Comprehensive Plan:

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.

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.

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Zoning and Surrounding Areas

The applicant is requesting a rezone from the current PD (Planned Development with default R-8 zoning) to a PD (Planned Development with default R-8 zoning) based on the ODP. The request supports the Comprehensive Plan.

The surrounding area of the project is zoned PD (Planned Development) with single family residential land uses on the north, east and south, as well as R-5 with single family residential land use to the west.

Grand Falls Townhomes will provide housing that is between the existing subdivisions with 5.5 du/ac as allowed by the requested R-8 zoning. The proposed ODP has been designed to comply with the provisions of Sec. 21.03, Zoning Districts; Sec. 21.04, Uses and Sec. 21.06 Development Standards of the Zoning and Development Code.

Utility Providers

All required and necessary utilities shall be provided concurrent with development of the subject property. Utility providers for Grand Falls Townhomes subdivision have the capacity and willing ness to serve the development. Public facilities such as medical, schools, parks and public safety are available to serve development on the subject site.

Utility providers for the site are as follows:

Sewer: City of Grand Junction/Persigo Wastewater Treatment Plan
Water: Ute Water Conservation District
Gas/Electric: Xcel Energy
Cable: Spectrum
Irrigation: Grand Valley Irrigation Company

Drainage

The topography is generally flat in the north and east with steep downward slopes to the south and west. The property drains to the southwest with stormwater being captured, detained and released into an existing storm system located east of 28 ¼ Road.

The developer will work directly with the Grand Valley Drainage District and the City of GJ to provide for on-site runoff collection and conveyance in accordance with the Stormwater Management Manual (SWMM) and applicable state and federal laws.

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Alternative Street Design and TEDS Exceptions

A request has been made for Alternate Residential Street Standards, per Chapter 29.68 of the TEDS manual. The request is made due to the unusual physical constraints of the site which only allows access from the South. Grand Falls Court was extended into the site when The Falls, Filing 3, was developed. This portion of Grand Falls Court has a 27-foot right-of-way with an eight-foot sidewalk easement on the East side of the road, making development of this property a challenge. It is not feasible to widen the road after this pinch point for the remaining 350 feet, more or less, through the project.

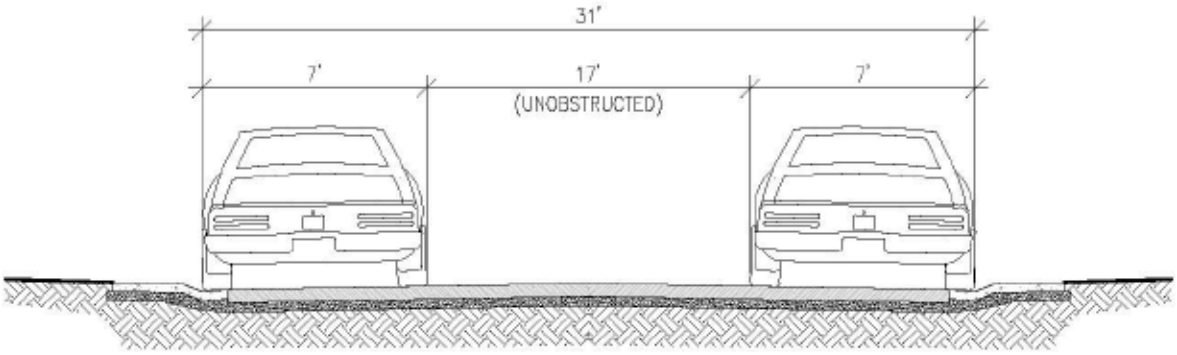
The request is to construct an urban residential street with 22' of pavement, measured from edge of pavement to edge of pavement. A rollover residential curb and gutter with an integral 5' sidewalk on the east side, and 6" vertical curb and gutter along the west side is proposed. The proposed right-of-way section is 32' feet wide. See attachment "B". Refer to TEDS 29.20.040(b).

The paved surface of the street slope will be 2% across the road with storm water running to the curb along the west side into an inlet which will eliminate the need for a street crown. The traffic volume will not be detrimental to safety on the public street and will be limited since this is a "dead end" with no through street traffic flow. The 2% continuous slope is needed due to the severe topography of the site.

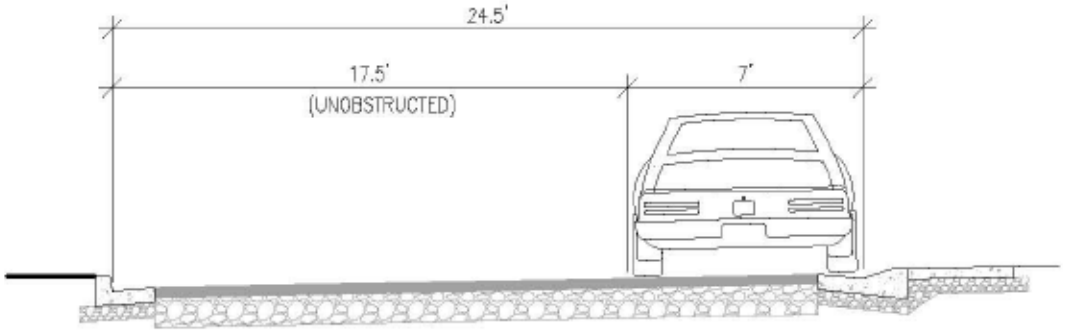


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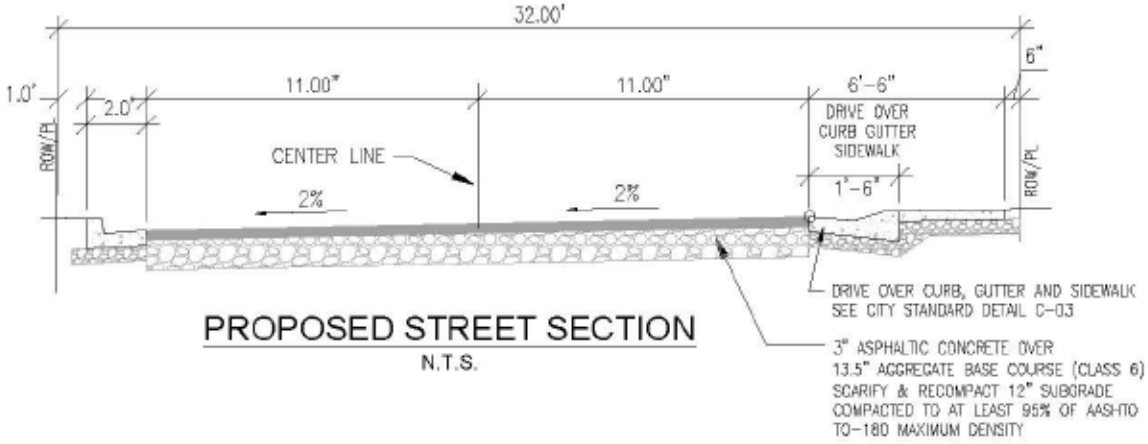
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URBAN RESIDENTIAL SECTION
N.T.S.



PROPOSED STREET SECTION
N.T.S.



PROPOSED STREET SECTION
N.T.S.

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Approval Criteria

Section 21.02.150(b), **Outline Development Plan (ODP).**

(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 the entire property or for each "pod" designated for development on the plan 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 of the following:

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

Response: The current zoning of the property of PD (with R-8 default zone) and the requested rezone to PD (with R-8 default zone) conforms with the Comprehensive Plan. The property is identified by the Comprehensive Plan as an "area subject to change" which anticipates new growth and development for vacant properties located within the Urban Growth Boundary. Residential development of this property will provide needed housing. In addition, the proposed development supports several of the goals, policies and Guiding Principles of the Comprehensive Plan as noted earlier in this report.

The proposed development is designed to be compliant with the Grand Valley Circulation Plan. Specifically, the development meets Sec. 31.08.020(d) which states: "Subdivisions and other development shall be designed to continue or create an integrated system of streets and trails that provide for efficient movement of pedestrians, bicycles, and automobiles to and from adjacent development." Sidewalk and a trail along the canal have been included in the design to meet the needs of an integrated system of streets and trails.

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This criterion has been MET.

(ii) The rezoning criteria provided in GJMC 21.02.140;

Section 21.02.140(a), **Code amendment and rezoning**, **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

Response: There have not been subsequent events that have invalidated the original premises and findings regarding the subject property. The PD (Planned Development with default R-8 zoning) would remain the same as originally intended and continues to anticipate medium-high level density for future growth and development. The surrounding properties have been developed and no new development has occurred in the general vicinity of the subject property. The City goals and policies for future growth and development in the general area of the subject property have not changed since adoption of the Comprehensive Plan in 2010.

This criterion is not applicable.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

Response: The character of the area has not changed significantly in recent years because the larger parcels located to the north, east and west of the subject property have already been developed. The subject property has been underutilized in terms of the residential development potential anticipated by the Comprehensive Plan for quite some time. The requested ODP and rezone to PD (with R-8 default zone) furthers the goals and policies, in addition to the Guiding Principles, of the Comprehensive Plan. Development of the property will complement the existing residential development and be consistent with the residential nature of the neighborhood.

This criterion has been MET.

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

Response: All required and necessary utilities shall be constructed concurrent with development of the subject property. Utility providers for the subject property have the capacity and willingness to serve future development. Public facilities such as medical facilities, schools, library and parks are adequate to serve the scope of anticipated residential development and are currently available within 2.5 miles of the subject property.

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

Response: There are few available vacant parcels of land within a half mile of the subject property. Most vacant parcels to the east have been designated for significantly lower density or have already been developed. There are a few vacant parcels located to the west of the subject property; however, many of them are currently under review for development applications or not available for sale.

The subject property is an isolated parcel that is underutilized and does not meet its development potential as anticipated by the Comprehensive Plan. Very few other parcels exist in the nearby area that could accommodate the proposed land use which constitutes an inadequate supply of suitably designated land.

This criterion has been MET.

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

Response: The Grand Falls Townhomes project is an infill development of a substantially constrained property which has a challenging topography. The proposed density of 5.5 dwelling units per acre is the same as the previous PD (Planned Development with default R-8 zoning). The proposed density is an efficient, cost-effective manner of constructing new homes without excessive streets, water and sewer lines which will be less expensive for the community to maintain.

The townhome design is smaller, allowing the developer to provide more efficient homes that would appeal to first time buyers and older individuals who may be retired, or who no longer desire to maintain a large yard space. The community will also benefit from the provision of smaller homes than what are generally constructed in the Grand Valley that will provide variety to the diverse population in our community.

This criterion has been MET.

(iii) The planned development requirements of Chapter 21.05 GJMC;

Response: The proposed Grand Falls Townhomes development meets the following requirements for Planned Developments:

Sec. 21.05.010, Purpose: 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 Grand Falls Townhomes development will provide a smaller housing type than what is generally constructed in the Grand Valley. The amount of open space provided exceeds the minimum open space requirement of the Zoning and Development Code. The proposed development meets several of the goals and policies, as well as Guiding Principles, of the Comprehensive Plan as noted earlier in this report.

Sec. 21.05.020, Default Standards: No variations to bulk standards have been requested.

Sec. 21.05.030, Establishment of Uses: Allowed uses will be the same as those permitted in the R-8 zone district including accessory uses.

Sec. 21.05.040, Development Standards: The development standards, such as those regarding fencing and accessory uses, shall be the same as those permitted by the R-8 zone district.

Sec. 21.05.050, Planned Development Phases and Signage: The proposed development will be constructed in one phase. Information regarding signage has been included with this report.

This criterion has been MET.

(iv) The applicable corridor guidelines and other overlay districts in GJMC Titles 23, 24 and 25;

Response: There are no corridor guidelines that are applicable to the Grand Falls Townhomes development. Title 23, North Avenue Overlay Zone; Title 24, Greater Downtown Overlay Zone; and Title 25, the 24 Road Corridor Design Standards do not apply to the proposed development.

This criterion is not applicable.

(v) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development;

Response: The subject property is located within the 201 Sewer Service Boundary and the Urban Development Boundary. These areas are expected to grow and development with urban densities and services. All necessary and required utilities shall be provided concurrent with construction of the Grand Falls Townhomes development. Utilities shall be installed to current City standards and specifications. Public facilities such as medical facilities, schools, library and parks are adequate to serve the scope of anticipated residential development and are currently available within 2.5 miles of the subject property.

This criterion has been MET.

(vi) Adequate circulation and access shall be provided to serve all development pods/areas to be developed;

Response: Due to the location and topography of the subject property, the site may only be served by a dead-end street. All necessary design standards have been incorporated into the Alternative Street which was approved through the City's TEDS review process.

Connectivity is provided to the adjacent parcel to the north, should it ever be developed. The pedestrian facilities requirements will be met by providing a continuous sidewalk parallel to the public street on the east side, with connecting ADA access and walk to the west side.

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The requested alternate residential street is not unique or unusual and has been used in other areas in the City of Grand Junction, specifically the existing roadways within the Grand Falls previous development.

This criterion has been MET.

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

Response: 6' privacy fencing will be installed by the developer at the top of the existing steep slope along 28 ¼ Road on the west side of the development. Washed landscape river rock over landscape fabric will be placed on the steep slope west of the proposed privacy fence. The only area that needs a retaining wall is the south side of the turn-around drive and will be installed by the developer. A dumpster enclosure is also part of the site plan just NE of Tract C. All fencing shall meet the requirements of Section 21.06.040(g), Residential Perimeter Subdivision Enclosure, of the Zoning and Development Code.

Additionally, there will be a final landscaping design with trees, shrubs and ground cover which shall be included with final plat and plans submitted for approval, and the approved landscaping for the development shall be maintained by the HOA.

This criterion has been MET.

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

Response: The proposed density of 5.5 dwelling units per acre is the same as the expired PD (Planned Development with default R-8 zoning). The proposed density is an efficient, cost-effective manner of constructing new homes without excessive streets, water and sewer lines which will be less expensive for the community to maintain.

The proposed density is consistent with the anticipated future growth and development of the Comprehensive Plan and supports Guiding Principles number 2 and 3.

This criterion has been MET.

529 25 ½ Rd, Ste B-108, Grand Junction, CO 81505
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(ix) An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed;

Response: No variations to bulk standard for R-8 zoning has been requested for this development. Allowed uses will be the same as those permitted in the R-8 zone district including accessory uses. Other development standards, such as those regarding fencing, shall be the same as those permitted by the R-8 zone district.

This criterion has been MET.

(x) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed; and

Response: Development of the subject property will be completed in a single filing as noted in this report.

This criterion has been MET.

Development Schedule and Phasing:

As the site is currently vacant and not occupied or used for any residential purposes, initial construction of infrastructure is anticipated to begin immediately following final approval of the project, to be completed in one filing.

Conclusion

The request to rezone from the current PD (Planned Development with default R-8 zoning) to PD (Planned Development with default R-8 zoning) based on the ODP supports the Comprehensive Plan.

Additionally, we have investigated and can report the following impacts expected during the development of Grand Falls Townhomes:

- **Neighborhood Impact:**
  We will ensure that the existing services to adjacent properties continue and are not disturbed or negatively impacted. All contractors will be instructed to follow Best Management Practices during all phases of construction.

Kim Kerk
LAND
CONSULTING
&
DEVELOPMENT

- **Fire Protection Impact:**

  The service provider for fire protection in this area is the Grand Junction Fire Department. Fire hydrants shall be placed and have fire flow capabilities in accordance with the City's ordinances.

- **Flood Hazard Impact**

  There are no mapped FEMA flood hazards in or near the proposed project area. In addition, based on requirements from the City of Grand Junction the peak 100-year discharge from developed conditions will be less than the historic conditions. Therefore, this subdivision will not create a flood hazard.

- **Historic Preservation Impact:**

  No structures requiring preservation in accordance with City Standards exist on the site.

- **Irrigation Impact:**

  Upon further design of the proposed subdivision the irrigation system and its maintenance shall be an integral part of the project. We will ensure that the existing irrigation service to adjacent properties continue and are not disturbed or negatively impacted.

- **Natural Features and Environmental Protection Impacts:**

  The site does not contain natural features or environmental resources.

- **Noise, Dust & Odor Impacts:**

  It is the intent of the developer/builder to limit the amount of unnecessary work which would pose a threat or be offensive to occupants of adjacent properties by reason of emission of noise, vibration, dust, smoke, odor or particulate matter, toxic or noxious materials.

- **Public Facilities Impacts:**

  The impact on public facilities (i.e. schools, fire, police, roads, parks, etc...) will be minimal given the size of this development and considering that the project is proposed to develop within the density allowed by existing zoning and the recommendations of the Growth Plan.

- **Soils Impacts:**

  The Natural Resources Conservation Service identifies 2 types of soils which are identified in the Drainage Report and are all typical of the vicinity.

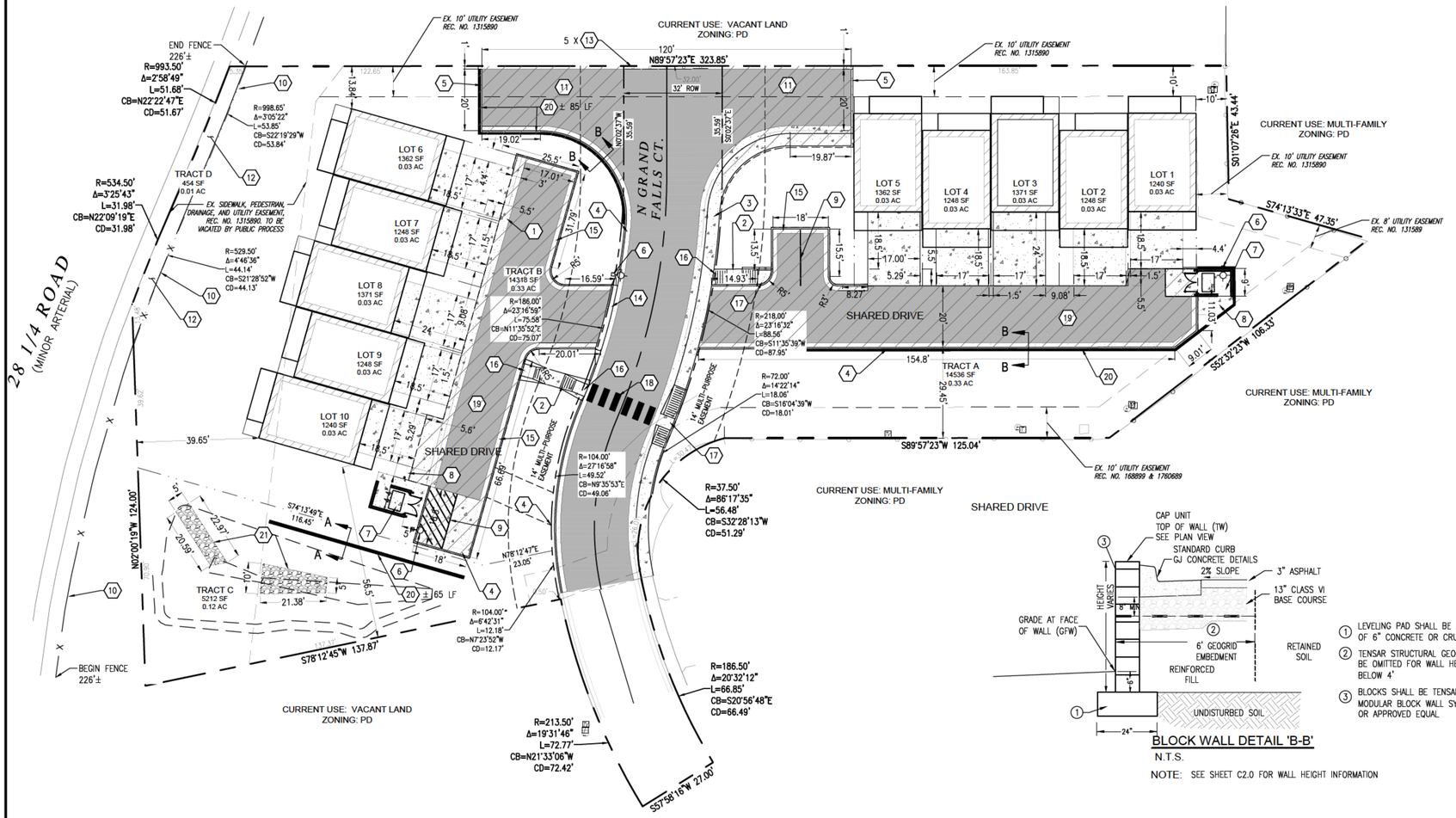
529 25 ½ Rd, Ste B-108, Grand Junction, CO 81505
Ph: (970) 628-4711

- **Transportation and Traffic:**

  All streets will be constructed in conformance with current City of Grand Junction standards and specifications.

In summary, we have demonstrated how the proposed Grand Falls Townhomes development meets the design and development standards of the Zoning and Development Code, and other development regulations and standards, and we respectfully request approval of the request to rezone to Planned Development (PD with default R-8 zoning) and the Outline Development Plan.

529 25 ½ Rd, Ste B-108, Grand Junction, CO 81505
Ph: (970) 628-4711



GENERAL NOTES

1. ALL CONSTRUCTION TO CONFORM TO THE CURRENT CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS AND PLANNING STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES/FEATURES (STRIPING, SIGNALS, MEDIANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.
3. REFER TO THE GEOTECHNICAL INVESTIGATION BY HUDDLESTON-BERRY, REPORT DATED 10/13/03 AND LETTER DATED 01/24/19 FOR RECOMMENDATIONS REGARDING PAVEMENT, SLABS, FOUNDATIONS AND GROUNDWATER MITIGATION REQUIREMENTS.
4. LIGHTING TO BE DESIGNED BY UTILITY PROVIDER. (XCEL ENERGY)

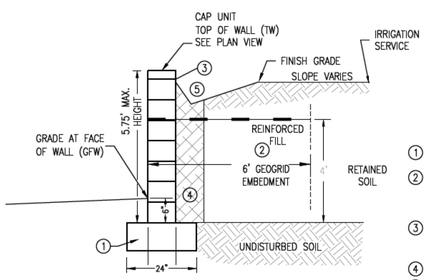
CONSTRUCTION NOTES:

1. PROPOSED 3' V-PAN
   RE: DETAIL THIS SHEET
2. PROPOSED 5' SIDEWALK, 4" THICK CONCRETE
3. PROPOSED DRIVE-OVER CURB, GUTTER, AND SIDEWALK
   RE: GRAND JUNCTION DETAIL C-03
4. PROPOSED STANDARD VERTICAL CURB & GUTTER
   RE: GRAND JUNCTION DETAIL C-05
5. PROPOSED 6" VERTICAL CURB
6. PROPOSED STREET LIGHT
7. PROPOSED TRASH ENCLOSURE – W/CONCRETE PAD
   RE: SHEET C2.1
8. PROPOSED MAILBOX PAD
9. PROPOSED 4" WHITE PARKING STRIPES
10. PROPOSED 6' PRIVACY FENCE
    RE: DETAIL THIS SHEET
11. PROPOSED FIRE TURNAROUND EASEMENT (HATCH AREA)
    RE: GRAND FALLS TOWNHOMES PLAT
12. PROPOSED 5' WIDE LANDSCAPING AREA
13. PROPOSED END OF ROADWAY SIGN
    RE: MUTCD OM4-1
14. PROPOSED ALTERNATE DRIVEWAY FOR VERTICAL CURB, GUTTER, WITHOUT SIDEWALK
    RE: GRAND JUNCTION DETAIL C-09
15. PROPOSED SPILL VERTICAL CURB & GUTTER
    RE: GRAND JUNCTION DETAIL C-05
16. PROPOSED PERPENDICULAR CURB RAMP
    RE: GRAND JUNCTION DETAIL C-13
17. PROPOSED ALTERNATE RAMP WITHOUT LANDING
    RE: GRAND JUNCTION DETAIL C-21
18. PROPOSED CROSSWALK
19. PROPOSED ACCESS EASEMENT (HATCH AREA)
    RE: GRAND FALLS TOWNHOMES PLAT
20. CONSTRUCT MSE BLOCK WALL
    RE: C2.0 FOR VERTICAL GEOMETRY
21. CONSTRUCT RIPRAP AT SHOWN DIMENSIONS OVER GEO FABRIC, D50=6", DEPTH=12"
    RE: C2.0 FOR VERTICAL GEOMETRY, C2.1 FOR DETAILS

1. LEVELING PAD SHALL BE A MINIMUM OF 6" CONCRETE OR CRUSHED ROCK
2. TENSAR STRUCTURAL GEOGRID – CAN BE OMITTED FOR WALL HEIGHTS BELOW 4'
3. BLOCKS SHALL BE TENSAR MESA® MODULAR BLOCK WALL SYSTEM OR APPROVED EQUAL

BLOCK WALL DETAIL 'B-B'
N.T.S.

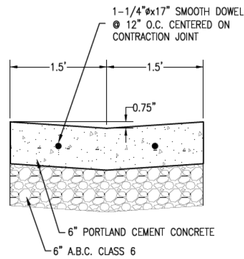
NOTE: SEE SHEET C2.0 FOR WALL HEIGHT INFORMATION



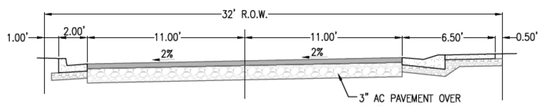
1. LEVELING PAD SHALL BE A MINIMUM OF 6" CONCRETE OR CRUSHED ROCK
2. TENSAR STRUCTURAL GEOGRID – CAN BE OMITTED FOR WALL HEIGHTS BELOW 4'
3. BLOCKS SHALL BE TENSAR MESA® MODULAR BLOCK WALL SYSTEM OR APPROVED EQUAL
4. 12" DRAIN ROCK
5. SWALE TO DRAIN WEST BEHIND WALL

BLOCK WALL DETAIL 'A-A'
N.T.S.

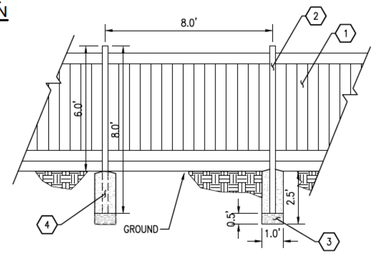
NOTE: SEE SHEET C2.0 FOR WALL HEIGHT INFORMATION



V-PAN DETAIL AND JOINT REINFORCEMENT SECTION
N.T.S.



TYPICAL ROAD SECTION
(NORTH GRAND FALLS COURT)
SCALE: 1"=5'



1. 6' x 8' VINYL FENCE PANEL
2. 8" x 4" VINYL POST AT 8' O.C. SET IN CONCRETE
3. 3/4" GRAVEL
4. PORTLAND CEMENT

6' VINYL PANEL FENCE
(SHOWN FROM BACK SIDE)
N.T.S.

LOCATION OF UTILITIES SHOWN HEREON WAS PROVIDED BY OTHERS. CONTRACTOR MUST VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

811 Know what's below. Call before you dig.
Colorado 811
1-800-922-1987
co811.org

ACCEPTANCE BLOCK

THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER DATE

CITY PLANNER DATE

FOR REVIEW - NOT FOR CONSTRUCTION

VORTEX ENGINEERING, INC.
• CONSTRUCTION MANAGERS & SITE PLANNERS
• PROJECT MANAGERS
• CIVIL & CONSULTING ENGINEERS
2394 Patterson Road, Suite 201
Grand Junction, CO 81505
Phone: (970) 245-9051
Fax (970) 245-7639

James C. Atkinson
PROFESSIONAL ENGINEER
COLORADO LICENSE NO. 18828

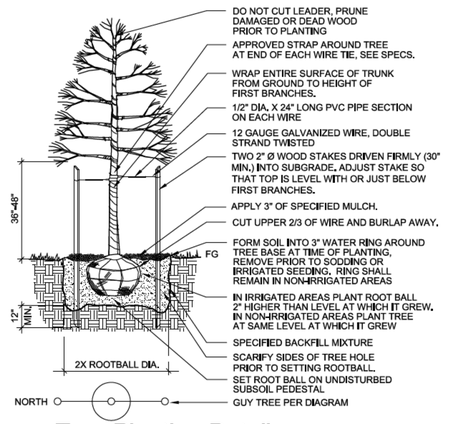
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REV.	DATE	COMMENT	BY
1	8-7-19	City comments dated 6-15-19 and 6-28-19	KA, AB, BY
2	10-1-19	City Comments dated 9-12-19	KA

Site Plan
Grand Falls Townhomes
Overall Development Plan
588 North Grand Falls Court
Grand Junction, CO 81501

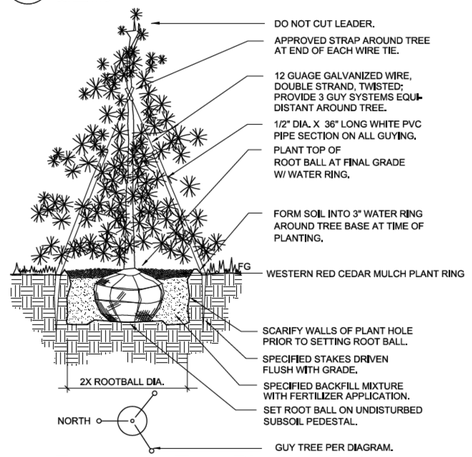
PROJECT NO: F18-088
DATE: 2/26/19
SCALE: SEE PLAN
F18-088 site.dwg

~SHEET~
C1.0



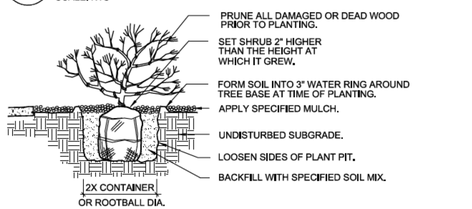
A Tree Planting Detail

SCALE: NTS



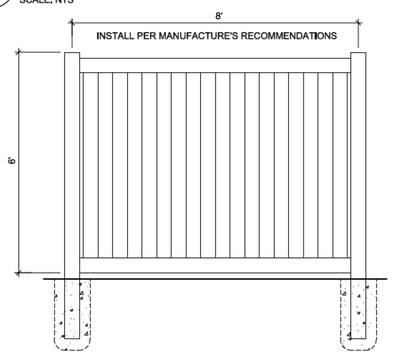
B Evergreen Tree Planting Detail

SCALE: NTS



C Shrub Planting Detail

SCALE: NTS



D 6' Tall - Solid White Vinyl Fence

SCALE: 1" = 1'-0"

SOIL PREPARATION AND PLANTING SPECIFICATIONS

1.1 PREPARATION - GENERAL
- A. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Architect's acceptance before start of planting work. Make minor adjustments as may be required.

1.2 PREPARATION OF PLANTING SOIL
- A. The landscape contractor shall collect soils samples and run soils testing for the proposed planting areas. Add soil amendments and fertilizers as recommended in the soil testing report to ensure a good planting medium. Delay mixing any fertilizer if planting will not follow placing of planting soil within a few days.
- B. Any imported planting soil shall also be tested and be three parts screened topsoil and one part manure.
- C. Before mixing, clean topsoil of roots, plants, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
- D. For pit and trench type backfill, mix planting soil prior to backfilling, and stockpile at site.
- E. For planting beds mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

1.3 PREPARATION OF PLANTING BEDS
- A. Spread planting soil mixture to minimum depth required to meet lines, grades, and elevations shown, after light rolling and natural settlement. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer, then place remainder of the planting soil.
- B. Remove 8 inches to 10 inches of soil and replace with prepared planting soil mixture. Backfill for each bed with three parts topsoil and one part manure thoroughly mixed prior to placing.

1.4 EXCAVATION FOR TREES AND SHRUBS
- A. Excavate pits, beds, and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
  1. For balled and burlapped trees, make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a layer of compacted backfill.
  2. Allow for 3 inch thick setting layer of planting soil mixture.
  3. For container grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
- B. Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.
- C. Fill excavations for trees and shrubs with water and allow water to percolate out prior to planting.
- D. Backfill pits with three parts topsoil and one part manure thoroughly mixed prior to placing.
- E. Place Agriform tablets in planting pit prior to backfilling at the following rate: three per each tree, one per each shrub.

1.5 PLANTING TREES AND SHRUBS
- A. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- B. Set container grown stock, as specified, for balled burlapped stock, except cut cans on 2 sides with an approved can cutter an from plantball so as not to damage root balls.
- C. Dish top of backfill to allow for mulching.
- D. Apply anti-desiccant, using power spray, to provide an adequate film over trunks, branches, stems, twigs and foliage.
  1. If deciduous trees or shrubs are moved when in full-leaf, spray with anti-desiccant at nursery before moving and spray again 2 weeks after planting.
- E. Remove and replace excessively pruned or misformed stock resulting from improper pruning.
- F. Wrap tree trunks of 2 inches caliper and larger. start at ground and cover trunk to height of first branches and securely attach. Inspect tree trunks for injury, improper pruning and insect infestation and take corrective measures before wrapping.
- G. Guy and stake trees immediately after planting, as indicated.

PLANT LIST

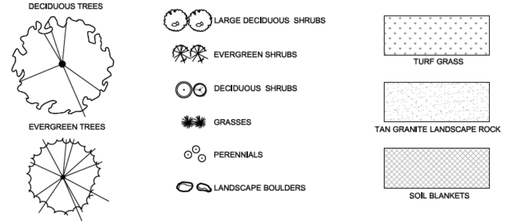
No.	Sym.	Common Name/ Biological Name	Planting Size/ Remarks	Mature Size
Deciduous Shade Trees:				
2	ABM	Autumn Blaze Maple/ Acer x freemanii 'Jeffersred'	2" cal./ B&B	50' Ht. & 40' Spd.
2	KCT	Kentucky Coffeetree/ Gymnocladus dioicus	2" cal./ B&B	60' Ht. & 50' Spd.
3	LPT	London Planetree/ Platanus acerifolia 'Bloodgood'	2" cal./ B&B	50' Ht. & 35' Spd.
2	RLI	Redmond Linden/ Tilia americana 'Redmond'	2" cal./ B&B	40' Ht. & 25' Spd.
5	RSP	Redspire Pear/ Pyrus calleryana 'Redspire'	2" cal./ B&B	35' Ht. & 15' Spd.
2	SHA	Shademaster Locust/ Gleditsia triacanthos inermis	2" cal./ B&B	50' Ht. & 35' Spd.
Evergreen Trees:				
2	AUS	Austrian Pine/ Pinus nigra	8' Tall/ B&B	50' Ht. & 20' Spd.
2	CBS	Colorado Blue Spruce/ Picea pungens	8' Tall/ B&B	60' Ht. & 25' Spd.
Deciduous Shrubs:				
6	ATR	Althea- Rose of Sharon / Hibiscus syriacus	18"-24" Spread/ #5	10' Ht. & 5' Spd.
7	CPL	Common Purple Lilac/ Syringa vulgaris	2'-3' Tall/ #7	15' Ht. & 8' Spd.
11	ELA	English Lavender/ Lavandula angustifolia 'Munstead'	18"-24" Spread/ #5	18" Ht. & 24" Spd.
2	FOR	Forsythia/ Forsythia x Intermedia 'Spring Glory'	18"-24" Spread/ #5	8' Ht. & 5' Spd.
22	MKL	Miss Klm Lilac/ Syringa patula 'Miss Klm'	18"-24" Spread/ #5	5' Ht. & 5' Spd.
12	NMP	New Mexico Privet/ Forestiera neomexicana	18"-24" Spread/ #5	8' Ht. & 6' Spd.
13	PFG	Goldenfinger Potentilla/ Potentilla fruticosa	18"-24" Spread/ #5	2' Ht. & 2' Spd.
15	SBR	Serviceberry Regent/ Amelanchier alnifolia 'Regent'	18"-24" Spread/ #5	6' Ht. & 5' Spd.
8	RGB	Rose Glow Barberry/ Berberis thunbergi 'Rosy Glow'	18"-24" Spread/ #5	4' Ht. & 4' Spd.
12	SMO	Smooth Sumac/ Rhus glabra 'Laciniata'	18"-24" Spread/ #5	8' Ht. & 6' Spd.
13	YFC	Yellow Flowering Currant/ Ribes aureum	18"-24" Spread/ #5	6' Ht. & 6' Spd.
Evergreen and Broadleaf Shrubs:				
20	MUG	Mugo Pine/ Pinus Mugo	18"-24" Spread/ #5	6' Ht. & 5' Spd.
Grasses/ Perennials/ Ground Cover:				
17	HFG	Fountain Grass/ Pennisetum alopecuroides 'Hameln'	#1	2' Ht. & 2' Spd.
8	MAG	Malden Grass/ Miscanthus sinensus "Gracillimus"	#1	4' Ht. & 5' Spd.
7	DAY	Daylily/ Hemerocallis hybrids	#1	24" Ht. & 24" Spd.
7	SDA	Autumn Joy Sedum/ Sedum spectabile 'Autumn Joy'	#1	24" Ht. & 24" Spd.

*ALL PLANT TOTALS ON THE PLANT LIST SHALL BE VERIFIED WITH PLANT NUMBERS ON THE LANDSCAPE PLANS.

LANDSCAPE AND IRRIGATION NOTES

1. Planting areas are to have 3" of Tan Granite Landscape Rock over landscape fabric. All plant material shall have a planting ring at the base of each plant with 3" of western red cedar mulch over landscape fabric.
2. An underground, pressurized irrigation system will be provided. All planting beds are to be irrigated with an automatic drip system and turf areas with a pop-up spray system. An approved backflow prevention device is required. The protective cover for a backflow prevention device must be tamper-resistant.
3. Steel edging is to be installed along the edge of the landscape rock areas.
4. All turf areas shall receive 4" to 6" of planting soil prior to planting.
5. The landscape contractor shall collect soils samples and run soils testing for the proposed planting areas. Add soil amendments and fertilizers as recommended in the soil testing report to ensure a good planting medium. Any imported planting soil shall also be tested and be three parts screened topsoil and one part manure.

LANDSCAPE LEGEND



(PD) LANDSCAPE REQUIREMENTS

TOTAL IMPROVED AREA: 48,412 SQ. FT.

Landscape Requirements (PD):
Landscaping. Landscaping shall meet or exceed the requirements of GJMC.
One tree per 2,500 square feet of Improved area, with no more than 20 percent of the total being ornamental trees or evergreens. One five-gallon shrub per 300 square feet of improved area.

Location of Landscaping on Site:
Buffer, parking lot, street frontage perimeter, foundation plantings and public right-of-way.

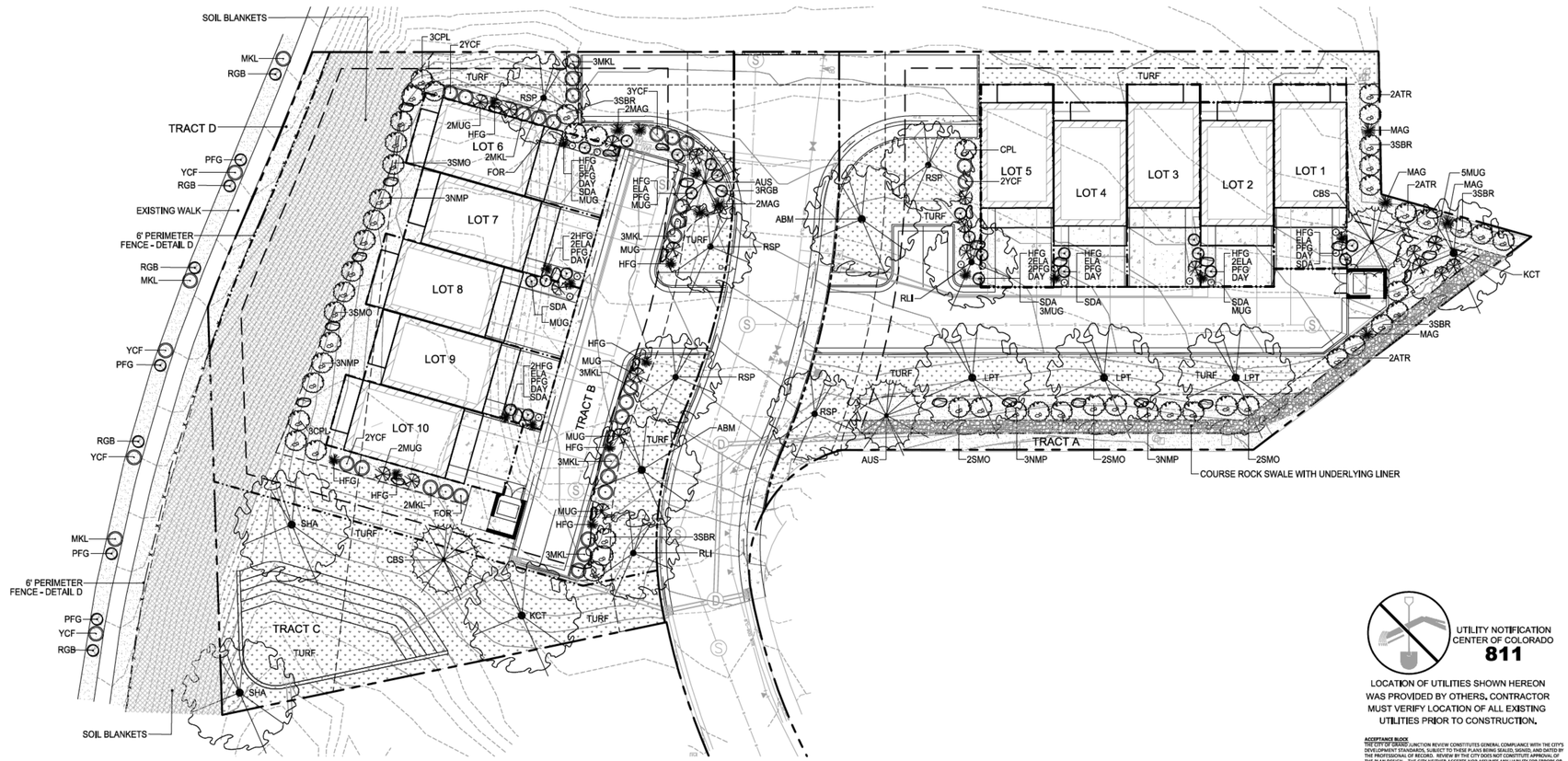
Landscape Calculations:
1 TREE REQUIRED FOR EVERY 2,500 SQ.FT. OF IMPROVED AREA.
IMPROVED AREA = 48,412 SQ. FT.
(48,412/ 2,500) = ROUND TO 20
TREES REQUIRED = 20

1 SHRUB REQUIRED FOR EVERY 300 SQ.FT. OF IMPROVED AREA.
(48,412/ 300) = ROUND TO 162.
- Twenty-five percent of the required shrubs may be converted to turf based on one five-gallon shrub per 50 square feet of turf.

TURF SUBSTITUTES FOR 40 SHRUBS. 25% OF 162 = 40 SHRUBS. (122 SHRUBS REQUIRED)
50 SQ. FT. OF TURF = 1 SHRUB (50 x 40 = 2,000 MIN. SQ. FT. OF TURF)
- Ten percent of the required shrubs may be converted to perennials and/or ground covers at a ratio of three one-gallon perennials and/or ground covers for one five-gallon shrub

PERENNIAL SUBSTITUTES FOR 12 SHRUBS. 10% OF 122 = 12 SHRUBS. (12 X 3 = 36 PERENNIALS)
SHRUBS AND PERENNIALS REQUIRED = 110 FIVE GALLON SHRUBS AND 36 ONE GALLON PERENNIALS

TREES PROVIDED = 20
FIVE GALLON SHRUBS PROVIDED = 141
ONE GALLON PERENNIALS = 39
SQ. FT. OF TURF PROVIDED = 13,510 SQ. FT.



1 Landscape Plan

SCALE: 1"=20'-0"

0 20'

NORTH

UTILITY NOTIFICATION CENTER OF COLORADO **811**

LOCATION OF UTILITIES SHOWN HEREON WAS PROVIDED BY OTHERS. CONTRACTOR MUST VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

ACCEPTANCE BLOCK
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.
CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY PLANNER DATE

MRLA
MITCH REWOLD LANDSCAPE ARCHITECT
LANDSCAPE ARCHITECTURE AND LAND PLANNING
386 34 1/4 Road
Palisade, Colorado 81526
(970) 361-4345

MITCHELL L REWOLD 378 10/01/2019 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

North Grand Falls Landscape Plan
588 N. Falls Court
Grand Junction, Colorado

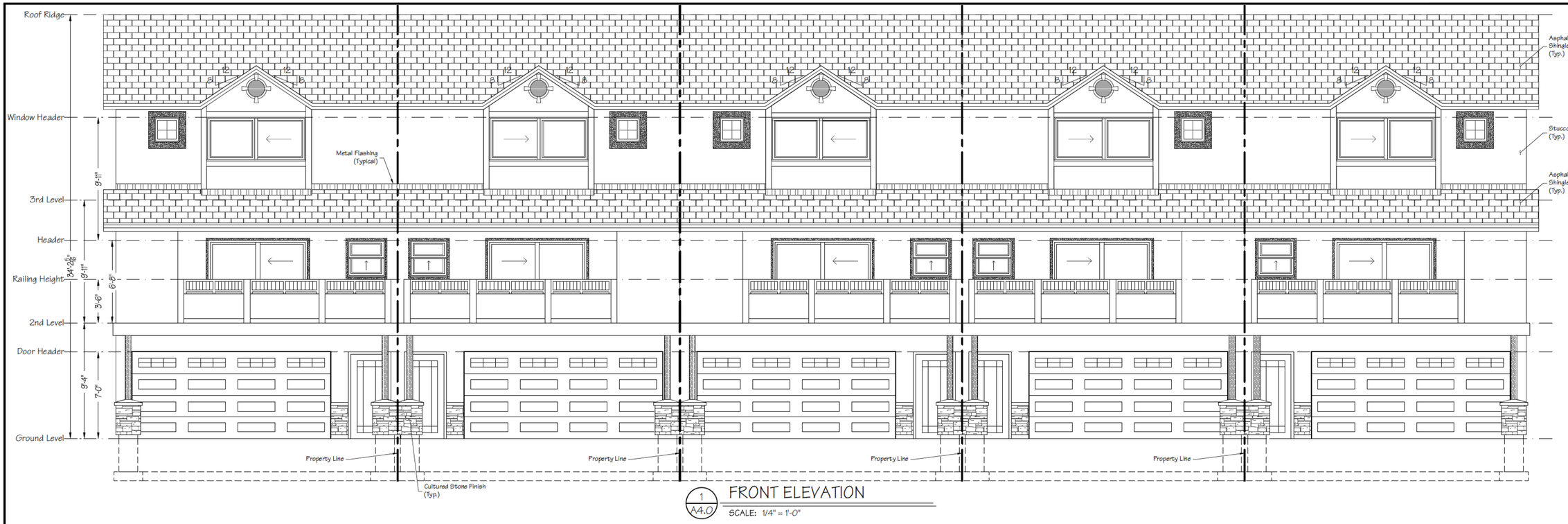
ISSUED FOR:

No	Date	Remarks
	05.20.19	Site Plan Review
	08.05.19	Site Plan Review
	10.01.19	Site Plan Review

PROJECT NO: 19222
PHASE: PLAN REVIEW

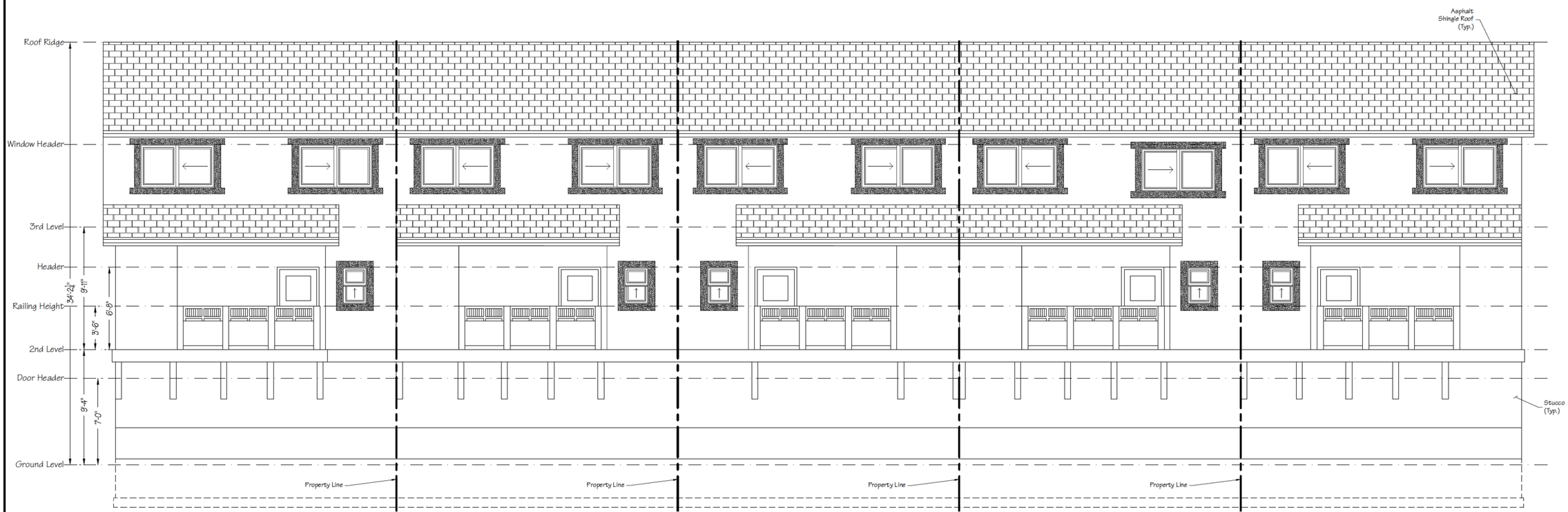
DRAWING TITLE:
LANDSCAPE PLAN

SHEET NUMBER
L1



1 A4.0 FRONT ELEVATION

SCALE: 1/4" = 1'-0"



2 A4.0 BACK ELEVATION

SCALE: 1/4" = 1'-0"

VORTEX ENGINEERING, INC.
• CONSTRUCTION MANAGERS & SITE PLANNERS
• PROJECT MANAGERS
• CIVIL & CONSULTING ENGINEERS
2394 Patterson Road, Suite 201
Grand Junction, CO 81505
Phone: (970) 245-9051
Fax (970) 245-7639

J.R. FILLERUP
REGISTERED ARCHITECT
COLORADO LICENSE No. 301721

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REV.	DATE	COMMENT

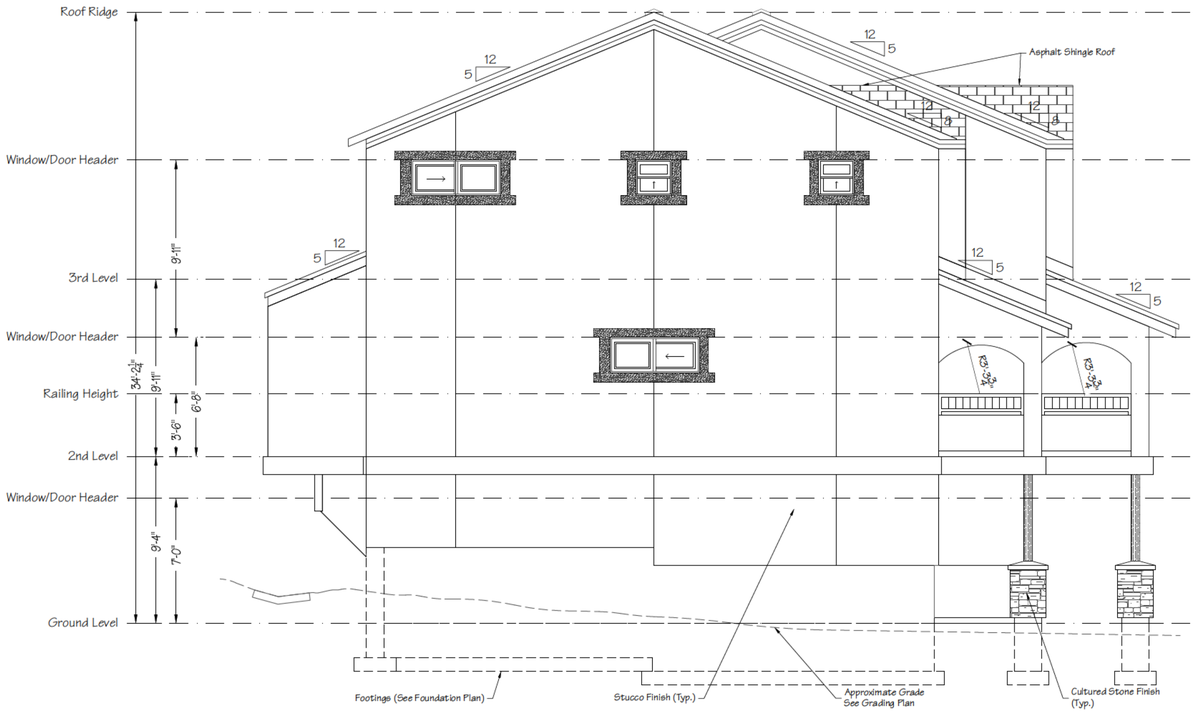
Elevations Front & Back

Grand Falls Townhomes Preliminary

588 North Grand Falls Court
Grand Junction, Colorado 81505

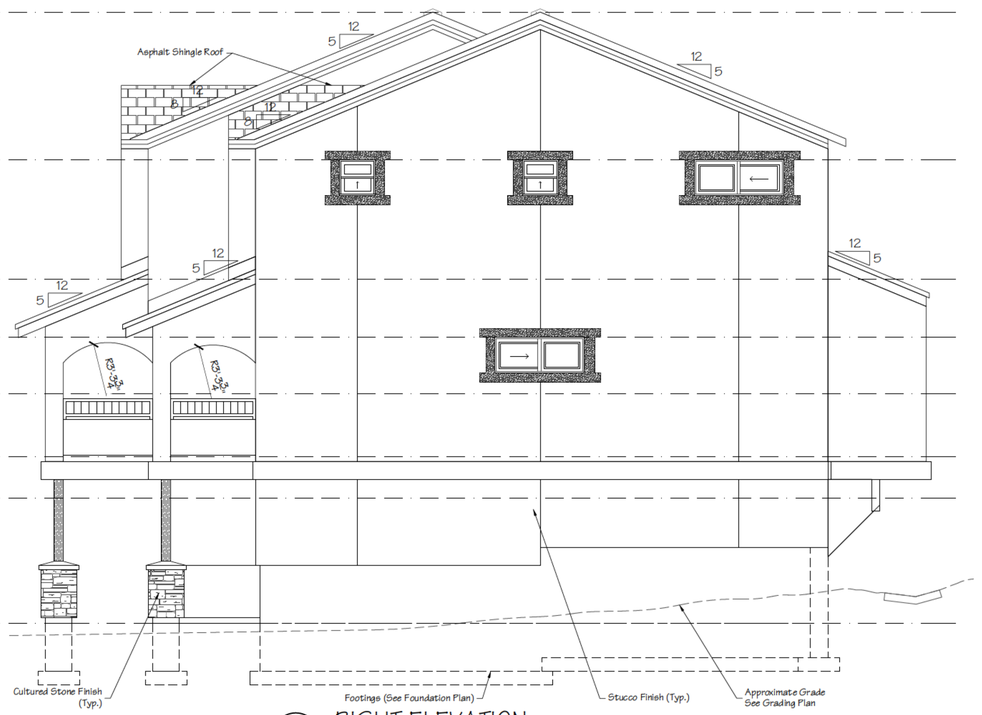
PROJECT NO: F18-088
DATE: 12/19/18
SCALE: SEE PLAN
CAD ID: f18-088_archi.dwg

~SHEET~
A4.0



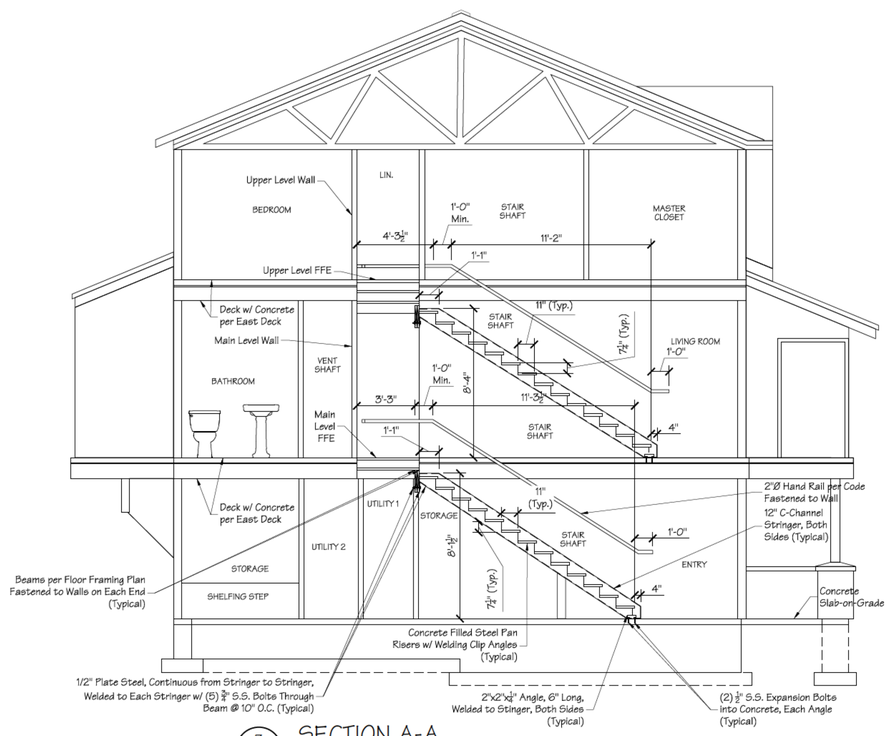
1 A5.0 LEFT ELEVATION

SCALE: 1/4" = 1'-0"



2 A5.0 RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



3 A5.0 SECTION A-A

SCALE: 1/4" = 1'-0"



4 A5.0 SECTION B-B

SCALE: 1/4" = 1'-0"

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REV.	DATE	COMMENT	BY

Exterior Elevations & Building Sections

Grand Falls Townhomes

Preliminary

588 North Grand Falls Court
Grand Junction, Colorado 81505

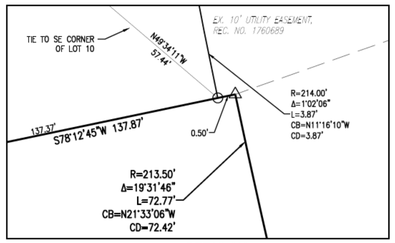
PROJECT NO: F18-088
DATE: 12/19/18
SCALE: SEE PLAN
CAD ID: f18-088_archi.dwg

~SHEET~

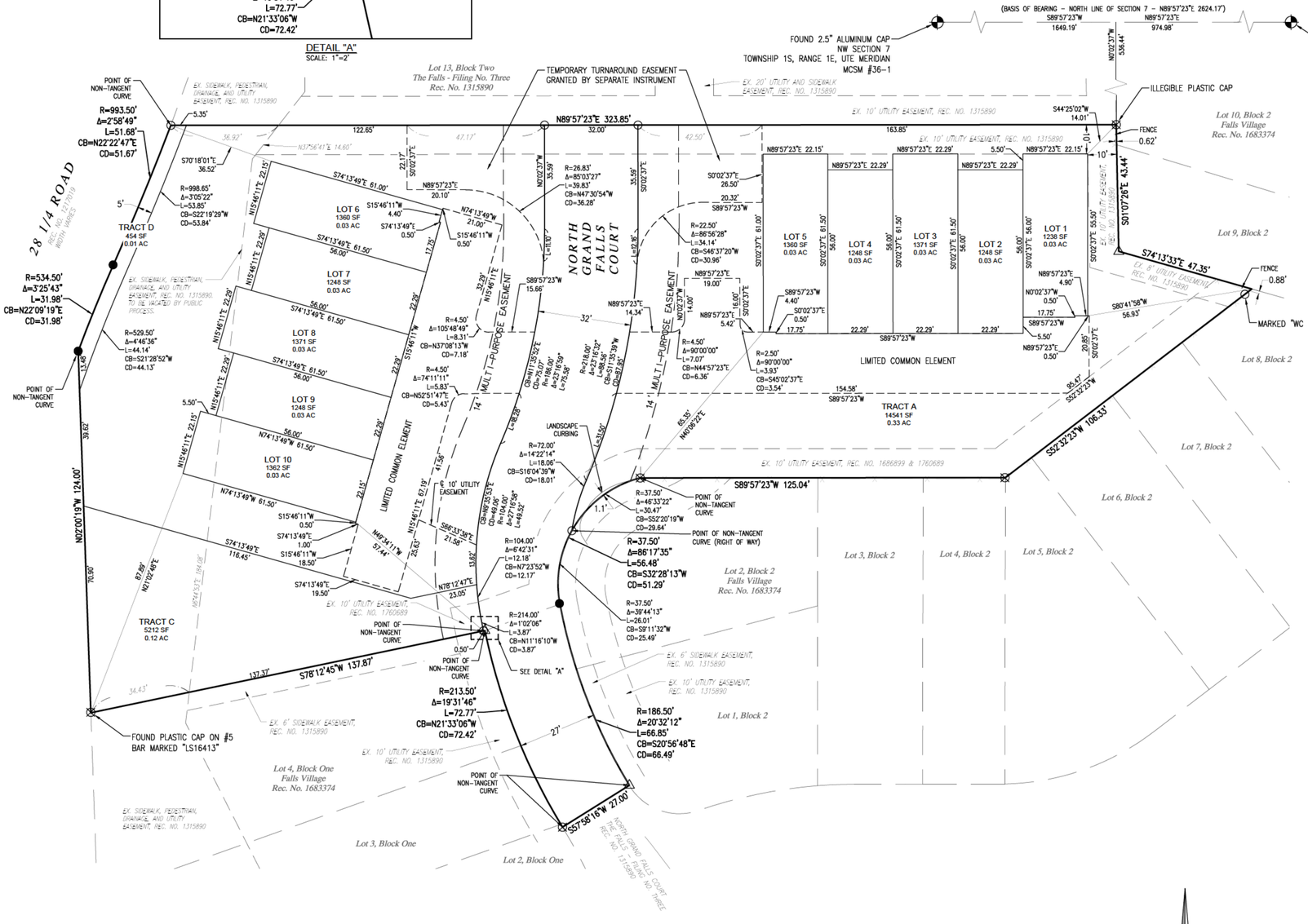
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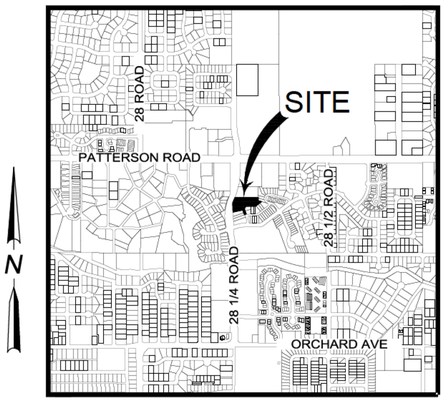
GRAND FALLS TOWNHOMES

LOT 1 OF REPLAT LOTS 12 & 14 BLOCK TWO, THE FALLS - FILING NO. THREE
RECEPTION NO. 1653349
SITUATED IN THE NW1/4 OF SECTION 7
TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN,
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO



DETAIL "A"
SCALE: 1"=2"





VICINITY MAP
N.T.S.

DEDICATION STATEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, COREY BENDETTI, IS THE OWNER OF RECORD OF THAT REAL PROPERTY SITUATED IN THE NW1/4 OF SECTION 7, T1S, R1E, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO, THE OWNERSHIP OF WHICH IS DEMONSTRATED AT RECEPTION NO. 2863815 OF THE RECORDS IN THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER. SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, REPLAT OF LOTS 12 & 14, BLOCK TWO, THE FALLS – FILING NO. THREE (REC. NO. 1653349)

CONTAIN APPROXIMATELY 1.26 ACRES.

SAID OWNER HAS CAUSED THE DESCRIBED REAL PROPERTY TO BE SURVEYED, LAID OUT, AND TO BE PUBLICLY KNOWN AS "GRAND FALLS TOWNHOMES."

ALL STREETS, ROADS, AND RIGHTS–OF–WAY ARE DEDICATED TO THE CITY OF GRAND JUNCTION FOR THE USE OF THE PUBLIC FOREVER.

ALL MULTI–PURPOSE EASEMENTS ARE DEDICATED TO THE CITY OF GRAND JUNCTION AS PERPETUAL EASEMENTS FOR CITY APPROVED UTILITIES INCLUDING THE INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF SAID UTILITIES AND APPURTENANCES WHICH MAY INCLUDE BUT ARE NOT LIMITED TO ELECTRIC LINES, CABLE TV LINES, NATURAL GAS PIPELINES, SANITARY SEWER LINES, STORM SEWERS, WATER LINES, TELEPHONE LINES, TRAFFIC CONTROL FACILITIES, STREET LIGHTING, LANDSCAPING, TREES AND GRADE STRUCTURES.

ALL UTILITY EASEMENTS ARE DEDICATED TO THE CITY OF GRAND JUNCTION AS PERPETUAL EASEMENTS FOR CITY APPROVED UTILITIES INCLUDING THE INSTALLATION, OPERATION, MAINTENANCE, AND REPAIR OF SAID UTILITIES AND APPURTENANCES WHICH MAY INCLUDE BUT ARE NOT LIMITED TO ELECTRIC LINES, CABLE TV LINES, NATURAL GAS PIPELINES, SANITARY SEWER LINES, STORM SEWERS, WATER LINES, TELEPHONE LINES, EQUIVALENT OTHER PUBLIC UTILITY PROVIDERS AND APPURTENANT FACILITIES.

TRACTS A, B, C, AND D ARE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT. REFER TO THE COVENANTS OF GRAND FALLS TOWNHOMES FOR LIMITED COMMON ELEMENTS DETAILS.

TEMPORARY TURNAROUND EASEMENT GRANTED TO THE CITY OF GRAND JUNCTION BY SEPARATE INSTRUMENT.

SAID OWNER HEREBY ACKNOWLEDGES THAT THERE ARE NO LIENHOLDERS OF RECORD ASSOCIATED WITH THE INTERESTS OF THIS PLAT.

_____
COREY BENDETTI DATE

NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO)
)ss
COUNTY OF MESA)

THIS PLAT WAS ACKNOWLEDGED BEFORE ME BY COREY BENDETTI, ON THIS _____ DAY OF _____, A.D. 20___.

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND OFFICIAL SEAL

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
)ss
COUNTY OF MESA)

I CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK ___M., ON THIS _____ DAY OF _____, 20___ A.D. AND WAS RECORDED AT RECEPTION NO. _____.
DRAWER NO. _____, FEES _____.

BY: _____ _____
CLERK AND RECORDER DEPUTY

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- RIGHT–OF–WAY
- ADJOINING PROPERTY LINE
- EXISTING EASEMENT
- FOUND MESA COUNTY SURVEY MONUMENT (MCSM)
- FOUND #5 BAR WITH PLASTIC CAP MARKED "LS16413" OR AS NOTED
- FOUND #5 BAR WITH NO CAP. SET 2" ALUMINUM CAP MARKED "VORTEX ENGINEERING PLS 38464"
- SET #5 BAR WITH 2" ALUMINUM CAP MARKED "VORTEX ENGINEERING PLS 38464" IN CONCRETE
- SET PK NAIL AND 1.5" WASHER MARKED "VORTEX ENGINEERING PLS 38464" IN CONCRETE

MCSM	MESA COUNTY SURVEY MONUMENT
PLS	PROFESSIONAL LAND SURVEYOR
REC. NO.	RECEPTION NUMBER
N	NORTH
S	SOUTH
E	EAST
W	WEST
R	RADIUS
Δ	DELTA
L	LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
WC	WITNESS CORNER
FT	FEET
SF	SQUARE FEET
AC	ACRES

FOR CITY USE ONLY:

ASSOCIATED RECORDED DOCUMENTS

RECEPTION NO.	DOCUMENT TYPE
	COVENANTS, CONDITIONS, & RESTRICTIONS
	TEMPORARY TURNAROUND EASEMENT
	TRACTS A, B, C, & D

TITLE CERTIFICATION

ADVANCED TITLE COMPANY, A TITLE INSURANCE COMPANY, AS DULY LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFIES THAT WE HAVE EXAMINED TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED TO COREY BENDETTI; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON AND THAT THERE ARE NO OTHER ENCUMBRANCES OF RECORD; THAT ALL EASEMENTS, RESERVATIONS, AND RIGHTS–OF–WAY OF RECORD ARE SHOWN HEREON.

_____
NAME AND TITLE DATE
ADVANCED TITLE COMPANY

CITY OF GRAND JUNCTION APPROVAL

GRAND FALLS TOWNHOMES, A SUBDIVISION OF THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO, IS HEREBY APPROVED AND DEDICATIONS ACCEPTED THIS _____ DAY OF _____, 20___ A.D.

_____ _____
CITY MANAGER MAYOR

AREA SUMMARY:

LOTS:	0.30 AC	23.6%
TRACTS:	0.79 AC	63.1%
RIGHT–OF–WAY:	0.17 AC	13.3%
TOTAL	1.26 AC	100%

NOTES:

1. BASIS OF BEARING: USING THE MESA COUNTY REAL TIME VIRTUAL REFERENCE NETWORK, A BEARING AND DISTANCE OF N89°57'23"E AND 2624.17 FEET BETWEEN A FOUND 2.5" ALUMINUM CAP MARKING THE NW CORNER OF SECTION 7 (MCSM #36–1) AND A FOUND 2.5" ALUMINUM CAP MARKING THE N1/4 CORNER OF SECTION 7 (MCSM #1217).
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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 THE CERTIFICATION SHOWN HEREON.
3. TITLE COMMITMENT INFORMATION PROVIDED BY ABSTRACT TITLE COMPANY, FILE NO. 5339ESK, DATED DECEMBER 10, 2018.

SURVEYOR'S CERTIFICATE

I, ALEXANDRE B. LHERITIER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF GRAND FALLS TOWNHOMES WAS SURVEYED BY ME. IT IS BASED UPON MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF ACCORDING TO APPLICABLE STANDARDS OF PRACTICE. THIS IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

EXECUTED THE _____ DAY OF _____, A.D. 20___.

FOR REVIEW

N

SCALE IN FEET
20 10 0 20 40
1" = 20'
LINEAL UNITS = U.S. SURVEY FEET

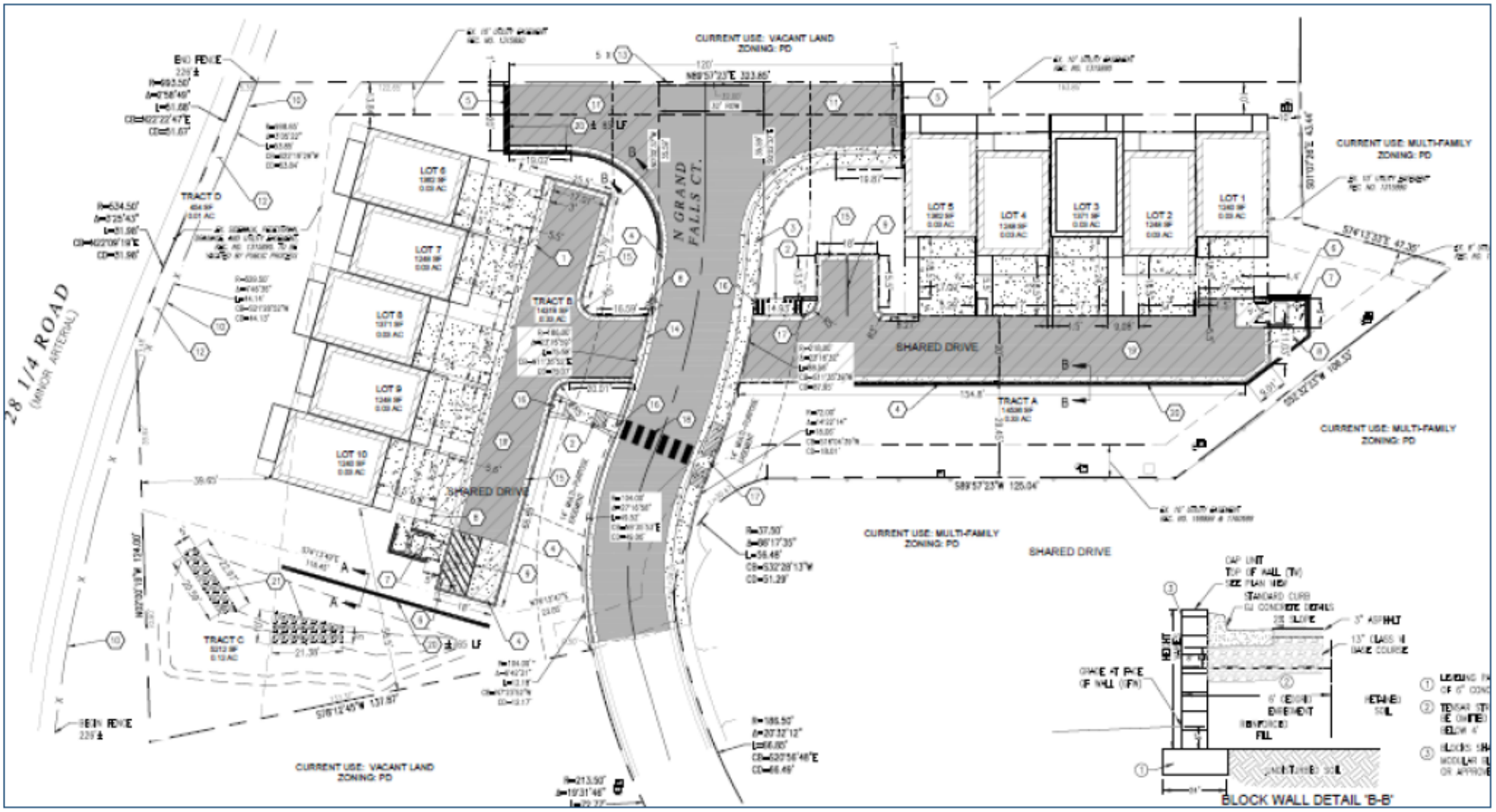
REVISION 2: 11/11/19
REVISION 1: 9/27/19

GRAND FALLS TOWNHOMES

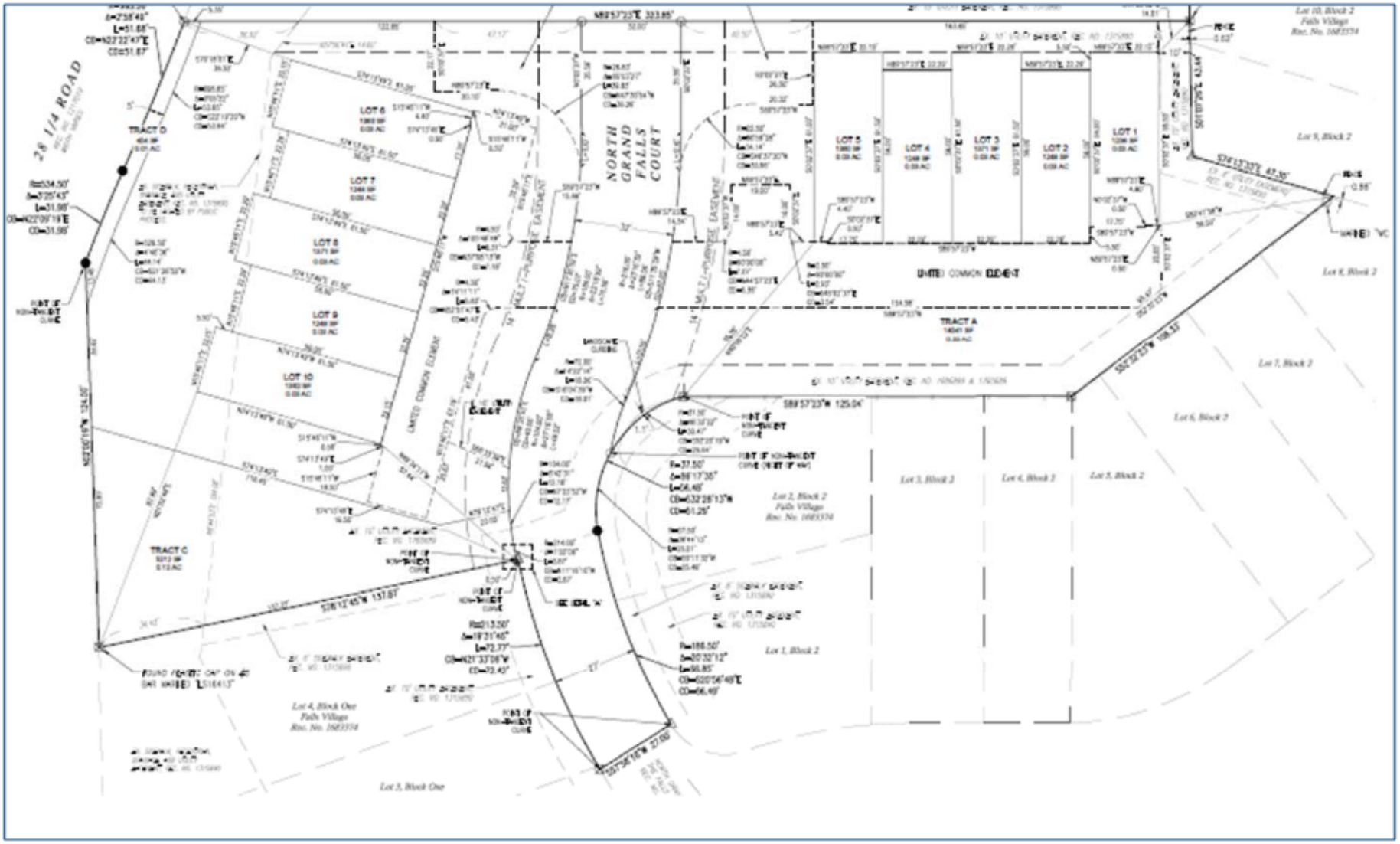
LOCATED IN THE NW1/4, Section 7, Township 1S, Range 1E, Ute Meridian City of Grand Junction, Mesa County, CO

VORTEX ENGINEERING, INC.
2394 Patterson Road, Suite 201
Grand Junction, CO 81505
Phone: (970) 245-9051
Fax (970) 245-7639

FIELDWORK: ABL	DRAWING: GRAND FALLS SUBDIV PLAT.DWG	DATE: 8/14/19
DRAWN BY: ABL	JOB NUMBER: F18-088	SHEET 1 OF 1



PROPOSED SITE PLAN – GRAND FALLS TOWNHOMES



PROPOSED GRAND FALLS TOWNHOMES SUBDIVISION PLAT

GRAND JUNCTION PLANNING COMMISSION
December 10, 2019 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00pm by Vice Chair Bill Wade.

Those present were Planning Commissioners; Vice Chair Bill Wade, George Gatseos, Kathy Deppe, Keith Ehlers, Sam Susuras and Ken Scissors.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), Senta Costello (Associate Planner), and Jace Hochwalt (Associate Planner).

There were approximately 11 citizens in the audience.

CONSENT AGENDA

Commissioner Susuras moved to adopt Consent Agenda items #1-6. Commissioner Gatseos seconded the motion. Motion carried unanimously 6-0.

1. **Approval of Minutes**
   a. Minutes of the November 12, 2019 Regular Meeting.

2. **Rivertown Center – Vacation of Utility Easement File # VAC-2019-562**
   Consider a request by DRK Associates to vacate the south 4 feet of the 14-foot Multi-Purpose Easement along Dewey Place located on a property at 2566 Patterson Road.

3. **Court on G Road Subdivision – Vacation of Public Right-of-Way File #VAC-2019-646**
   Consider a request by Anatum, LLC to vacate the undeveloped Westcliff Drive Public Right-of-Way of 322.19 lineal feet as part of the development of the proposed Court on G Subdivision located south of G Road and east of 27 Road.

4. **Court on G Road Subdivision – Vacation of Utility Easement File # VAC-2019-647**
   Consider a request by Anatum, LLC, to vacate two 10-foot public utility easements located at 2711 G Road.

5. **Hoffman III Subdivision – Vacation of Utility Easement File # VAC-2019-589**
   Consider a request by Habitat for Humanity to vacate a public utility easement located on parcel 2943-212-06-100 and Hoffman Subdivision Filing II.

6. **Grand Falls Townhomes – Vacation of Public Easements File # VAC-2019-652**
Consider a request by Corey Bendetti to vacate public easements on a 1.26-acre parcel located at 588 North Grand Falls Court.

REGULAR AGENDA

1. **Grand Falls Townhomes – Rezone File # RZN-2019-649**
Consider a request by Corey Bendetti to rezone 1.26-acres from PD (Planned Development) to R-8 (Residential 8 units per acre).

Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
None.

Applicant's Presentation
Jim Atkinson, Vortex Engineering, spoke on behalf of the Applicant regarding the request.

Public Comment
The public hearing was opened at 6:13pm.

None.

The public hearing was closed at 6:14pm.

Motion and Vote
Commissioner Susuras made the following motion, "Mister Chairman, on the Rezone request RZN-2019-649 I move that the Planning Commission forward a recommendation of approval with the findings of fact listed in the staff report."

Commissioner Gatseos seconded the motion. The motion carried 6-0.

2. **Casas de Luz – Planned Development Amendment File # PLD-2010-259**
Consider a request by Dynamic Investments Inc., to amend the phasing schedule for the Casas de Luz Planned Development and associated Outline Development Plan.

Staff Presentation
Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
Commissioner Ehlers asked Staff for clarification regarding the request and a versus editing the original approved plan.

Commissioner Wade asked Staff for clarification regarding PD extensions.

Applicant's Presentation
The Applicant, Robert Stubbs, Dynamic Investments, Inc., was present and did not make a comment.

Public Comment
The public hearing was opened at 6:26pm.

Russ Carson and Patricia McVane made comments in opposition of the request.

The Applicant, Robert Stubbs, Dynamic Investments, Inc., responded to public comment.

Commissioner Deppe asked a question regarding the Planned Development.

The public hearing was closed at 6:38pm.

Discussion
Commissioner Gatseos, Ehlers, and Wade made comments in support of the request.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Casas de Luz request to amend the phasing schedule of the previously approved Planned Development, located at West Ridges Boulevard and School Ridge Road, City file number PLD-2010-259, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as provided within the staff report."

Commissioner Susuras seconded the motion. The motion carried 6-0.

3. 1221 Wellington Avenue – Rezone File # RZN-2019-598
Consider a request by John Poorey, Baseline Capital Investments, LLP, to rezone 1.81-acres from R-24 (Residential 24 units per acre) to B-1 (Neighborhood Business).

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
None.

Applicant's Presentation
Bill Plock, Baseline Capital Investments, LLP, owner, was present and did not make a comment.

Public Comment
The public hearing was opened at 6:52pm.

None.

The public hearing was closed at 6:52pm.

Questions for Staff
None.

Discussion
None.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Rezone request to B-1 for the property located at 1221 Wellington Avenue, City file number RZN-2019-598, 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 Susuras seconded the motion. The motion carried 6-0.

4. **Drinking Establishment/Brewery – Zoning Code Amendment File # ZCA-2019-644**
Consider a request by the City of Grand Junction to amend various sections of the Zoning and Development Code (Title 21) related to drinking establishments.

Staff Presentation
Jace Hochwalt, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Ehlers asked a question regarding the absence of a "winery, tasting room" component in the proposed definition.

DRAFT

Tamra Allen, Community Development Director, explained the use of "winery" being consistent with an agricultural use, and tasting room could be categorized with "drinking establishment."

Commissioner Scissors asked a question regarding the necessity of the CUP process being required in the I-O, I-1 and I-2 zone districts.

Mr. Hochwalt and Ms. Allen responded to Commissioner Scissors.

Public Comment
The public hearing was opened at 7:19pm.

None.

The public hearing was closed at 7:20pm.

Discussion
Commissioner Gatseos made a comment in support of this request.

Motion and Vote
Commissioner Ehlers made the following motion, "Mister Chairman, on the Zoning and Development Code Amendments, ZCA-2019-644, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report."

Commissioner Scissors seconded the motion. The motion carried 6-0.

5. Other Business

None.

6. Adjournment

The meeting was adjourned at 7:22pm.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE REZONING THE GRAND FALLS TOWNHOMES PROPERTY TO R-8 (RESIDENTIAL 8 UNITS PER ACRE)

LOCATED AT 588 NORTH GRAND FALLS COURT

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Grand Falls Townhomes property to the R-8 (Residential 8 units per acre) zone district, finding that it conforms to and is consistent with the Comprehensive Plan Future Land Use Map designation of Residential Medium High 8 to 16 units per acre, the goals and policies or the Comprehensive Plan 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-8 (Residential 8 units per acre) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property described below and depicted in Exhibit A shall be zoned R-8 (Residential 8 units per acre):

Lot 1 Replat Lots 12 and 14 Block Two The Falls – Filing Number Three Section 7 Township 1 South Range 1 East U M and also including that portion of the vacated right-of-way as described in Book 2882 Pages 246 through 248 Mesa County Records – 1.26 acres in size.

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

Adopted on second reading this _____ day of _____, 2020 and ordered published in pamphlet form.

ATTEST:

_____ _____

City Clerk Mayor

EXHIBIT A


592
SITE
588
2824
2823
2821
2819
2817
28 1/4 RD
28-1/4 Road
2832
2834
2834
2836
2832
2832
GRAND FALLS CIR
2830
2830
2830
586
586
2828
2828
585
585
585
585
N GRAND FALLS CT
VILLA WAY
2835
2835
2835
2835
2833
582
582
580
580
CUMBRES DR
Grand Falls Drive
GRAND FALLS DR

Grand Junction City Council

Regular Session

Item #2.b.ii.

Meeting Date: December 18, 2019

Presented By: Landon Hawes, Senior Planner

Department: Community Development

Submitted By: Landon Hawes, Senior Planner

Information

SUBJECT:

Introduce an Ordinance Rezoning to B-1 (Neighborhood Business) a 1.81-Acre Property Located at 1221 Wellington Avenue and Setting a Public Hearing for January 15, 2020

RECOMMENDATION:

Commissioner Gatseos made the following motion, "Mister Chair, on the Rezone request to B-1 for the property located at 1221 Wellington Avenue, City file number RZN-2019-598, 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 Susuras seconded the motion. The motion carried 6-0.

EXECUTIVE SUMMARY:

The Applicant, Baseline Capital Investments LLP, is requesting a rezone of a 1.81-acre parcel of land located at 1221 Wellington Avenue from R-24 (Residential – 24 du/ac) to B-1 (Neighborhood Business) in anticipation of future development. The requested B-1 zone district is consistent with the Comprehensive Plan Future Land Use Map designation of Business Park Mixed Use.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property is located on the southern corner of 12th Street and Wellington Avenue and is currently vacant. The Applicant wishes to rezone it to B-1 (Neighborhood Business) If approved, the Applicant has represented the intention to develop the site with a mixed-use building(s). This development was presented at the

neighborhood meeting as comprising townhome, office, and retail uses.

Surrounding development to the North includes City Market and Qdoba (B-1), to the East Wellington Townhomes (PD), to the West General offices (B-1) and commercial/retail, and to the South Bookcliff Medical Center (R-O).

This property was zoned in December 2017 from R-8 to R-24 as the Levande on 12th Apartments project (RZN-2017-465) and was slated to have an 89-unit residential facility constructed on it. However, that project has not come to fruition and the owner has new plans for this property.

The Development Code states that the purpose of the B-1 (Neighborhood Business) zone district is to "provide small areas for office and professional services combined with limited retail uses, designed in scale with surrounding residential uses; a balance of residential and nonresidential uses." To achieve this, the B-1 zone has limited performance standards that parking, service entrances, and outdoor storage. Any business use may not increase on-street parking in front of neighborhood dwellings, service entrances and outdoor storage is not allowed. In comparison, the Development Code states that the purpose of the R-24 zone district is "to provide for high density residential use" and "to provide a balance of housing opportunities in the community."

The B-1 and R-24 zones have comparable principal structure setbacks, but the R-24 zone allows buildings up to 32 feet taller than those allowed in the B-1 zone. The R-24 zone also does not have a density cap, while the B-1 zone allows a maximum of 16 units per acre. The B-1 zone also imposes a limit of 15,000 square feet on any building.

This property has a Future Land Use Map designation of Business Park Mixed Use. Applicable zones for this designation include R-8, R-12, R-16, R-24, R-O, B-1, CSR, BP, and I-O. The B-1 zone allows for a wide variety of housing, such as two family dwellings, single-family detached, and multifamily. It also permits civic and institutional uses, general office, general retail, and other commercial uses. In contrast, The R-24 zone is almost exclusively focused on allowing multifamily, with various institutional and civic uses such as schools allowed as well, which would eliminate any commercial potential for this site. Similar issues exist for the R-8, R-12, and R-16 zones because they are also focused on multifamily, with slightly more variety in residential use as well. The R-O zone is intended to provide "low intensity, nonretail, neighborhood service and office use," which would discourage retail uses on this site. The CSR zone is designed mostly for civic and institutional uses and is therefore unsuitable for this site. The BP zone is intended for business parks that allow manufacturing, which is also unsuitable for the Applicant's future project. Finally, the I-O district allows industrial uses, which would not fit the character of the surrounding neighborhood because of the existing commercial and residential uses.

With the preceding information in mind, staff feels that the B-1 zone makes the most sense for carrying out the Applicant's plans for the site.

NOTIFICATION REQUIREMENTS
Neighborhood Meeting:

A Neighborhood Meeting regarding the proposed rezone request was held on September 16, 2019 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant and multiple representatives from his team attended, as well as City Staff and four neighbors. At that time, neighbors in attendance had questions about the B-1 zone district, traffic and noise, and the development timeframe.

Public Notice:

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on October 21, 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 November 29, 2019. The notice of this public hearing was published December 3, 2019 in the *Grand Junction Daily Sentinel*.

ANALYSIS
The criteria for review is set forth in Section 21.02.140 (a). The criteria provide 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 existing zoning of R-24 remains a zone district that works to implement the current Comprehensive Plan designation of Business Park Mixed Use. Therefore, staff does not find that subsequent events have invalidated the original premise and findings and therefore 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 character of the area has not changed since the previous rezoning. 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

Adequate public and community facilities and services are available to the property and are sufficient to serve land uses associated with the B-1 zone district. Required utilities are available for service to this property: city water and sewer lines are located in Wellington Avenue; the property is in the service area for Xcel Energy; Tope Elementary School is nearby; finally, Grand Valley Transit has several nearby bus stops located on 12th Street. As such, 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

Planning best practices suggest that mixed-use developments decrease automobile traffic, increase pedestrian activity, increase public health, and create more vibrant neighborhoods. As demonstrated in the Background section of this report, the R-24 zone cannot create such developments by itself, while the B-1 zone can. The city has relatively few mixed-use neighborhoods in the city, so this rezone will potentially allow for more of that best-practice development. It is true that the MX districts allow for even greater mixed-use flexibility, but they are only allowed in Neighborhood Center Future Land Use designations or along Mixed Use Opportunity Corridors. Staff finds that the criterion 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 rezone by creating the potential for a mix of uses such as office, retail, and residential land uses as part of a single development project of which is compatible with the surrounding area. This area currently has a mix of uses and employment and shopping are within easy walking distance of this site. A B-1 zone district further enables this area of the City to benefit from the potential for increased walkability with both residential and service oriented commercial uses. Therefore, staff finds that this criterion has been met.

This rezone request is consistent with the following vision, goals and/or policies of the Comprehensive Plan:

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

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

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.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Baseline Capital Investments LLP rezone request, RZN-2019-598, from R-24 (Residential – 24 du/ac) to B-1 (Neighborhood Commercial) for the property located at 1221 Wellington Avenue, the following findings of fact have been made:

1. In accordance with Section 21.02.140 (a) of the Zoning & Development Code, the application meets one or more of the rezone criteria.

2. The requested rezone is consistent with the goals and policies of the Comprehensive Plan.

Therefore, Staff recommends approval of the requested rezone to B-1.

FISCAL IMPACT:

This request has no direct fiscal impact.

SUGGESTED MOTION:

I move to introduce an ordinance rezoning to B-1 (Neighborhood Business) a 1.81-acre parcel located at 1221 Wellington Avenue and setting a public hearing for January 15, 2020.

Attachments

1. 1221 Wellington Rezone map exhibits
2. Planning Commission Minutes - 2019 - December 10 - Draft
3. RZN-2019-598 Zoning Ordinance


LOWELL CT
N 8TH CT
NT DR
/4 RD
NORTHERN WAY
N 12TH ST
LOWELL LN
N 15TH ST
PATTERSON RD
PATTERSON RD
PATTERSON RD
Larchwood Inns
Grand Vlg Care Facility
GRAND VALLEY CANAL
La Villa Grande Care Center
WELLINGTON AVE
WELLINGTON AVE
WELLINGTON AVE
N 11TH ST
GRAND VALLEY CANAL
BOOKCLIFF AVE
BOOKCLIFF AVE
N 17TH CIR
N 17TH ST
CEDAR AVE
N 7TH ST
N 9TH ST
N 12TH ST
Tope Elementary School
The Vineyards Memory Care Assisted Living
WALNUT AVE
COLLEGE PL
N 13TH ST
N 18TH
N 9TH
N 10TH
PINYON AVE
PINYON AVE


WELLINGTON AVE
WELLINGTON CT
WELLINGTON CT
N 12TH ST
GRAND VALLEY CANAL
GRAND VALLEY CANAL
GRAND VALLEY CANAL
1221
2403
2440
2511
1120
1305
1156
1190
1104
1158
1212
1240
1250
1262
1282

N 12TH ST
WELLINGTON AVE
WELLINGTON CT
GRAND VALLEY CANAL
B-1
R-24
R-O
PD
R-8


N 12TH ST
WELLINGTON AVE
WELLINGTON CT
WELLINGTON CT
GRAND VALLEY CANAL
GRAND VALLEY CANAL
Business Park
Mixed Use
2510
2511
2403
1221
1340
1120
1120
1120
1305
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1305
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GRAND JUNCTION PLANNING COMMISSION
December 10, 2019 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00pm by Vice Chair Bill Wade.

Those present were Planning Commissioners; Vice Chair Bill Wade, George Gatseos, Kathy Deppe, Keith Ehlers, Sam Susuras and Ken Scissors.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), Senta Costello (Associate Planner), and Jace Hochwalt (Associate Planner).

There were approximately 11 citizens in the audience.

CONSENT AGENDA

Commissioner Susuras moved to adopt Consent Agenda items #1-6. Commissioner Gatseos seconded the motion. Motion carried unanimously 6-0.

1. **Approval of Minutes**
   a. Minutes of the November 12, 2019 Regular Meeting.

2. **Rivertown Center – Vacation of Utility Easement File # VAC-2019-562**
   Consider a request by DRK Associates to vacate the south 4 feet of the 14-foot Multi-Purpose Easement along Dewey Place located on a property at 2566 Patterson Road.

3. **Court on G Road Subdivision – Vacation of Public Right-of-Way File #VAC-2019-646**
   Consider a request by Anatum, LLC to vacate the undeveloped Westcliff Drive Public Right-of-Way of 322.19 lineal feet as part of the development of the proposed Court on G Subdivision located south of G Road and east of 27 Road.

4. **Court on G Road Subdivision – Vacation of Utility Easement File # VAC-2019-647**
   Consider a request by Anatum, LLC, to vacate two 10-foot public utility easements located at 2711 G Road.

5. **Hoffman III Subdivision – Vacation of Utility Easement File # VAC-2019-589**
   Consider a request by Habitat for Humanity to vacate a public utility easement located on parcel 2943-212-06-100 and Hoffman Subdivision Filing II.

6. **Grand Falls Townhomes – Vacation of Public Easements File # VAC-2019-652**
Consider a request by Corey Bendetti to vacate public easements on a 1.26-acre parcel located at 588 North Grand Falls Court.

REGULAR AGENDA

1. **Grand Falls Townhomes – Rezone File # RZN-2019-649**
Consider a request by Corey Bendetti to rezone 1.26-acres from PD (Planned Development) to R-8 (Residential 8 units per acre).

Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
None.

Applicant's Presentation
Jim Atkinson, Vortex Engineering, spoke on behalf of the Applicant regarding the request.

Public Comment
The public hearing was opened at 6:13pm.

None.

The public hearing was closed at 6:14pm.

Motion and Vote
Commissioner Susuras made the following motion, "Mister Chairman, on the Rezone request RZN-2019-649 I move that the Planning Commission forward a recommendation of approval with the findings of fact listed in the staff report."

Commissioner Gatseos seconded the motion. The motion carried 6-0.

2. **Casas de Luz – Planned Development Amendment File # PLD-2010-259**
Consider a request by Dynamic Investments Inc., to amend the phasing schedule for the Casas de Luz Planned Development and associated Outline Development Plan.

Staff Presentation
Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
Commissioner Ehlers asked Staff for clarification regarding the request and a versus editing the original approved plan.

Commissioner Wade asked Staff for clarification regarding PD extensions.

Applicant's Presentation
The Applicant, Robert Stubbs, Dynamic Investments, Inc., was present and did not make a comment.

Public Comment
The public hearing was opened at 6:26pm.

Russ Carson and Patricia McVane made comments in opposition of the request.

The Applicant, Robert Stubbs, Dynamic Investments, Inc., responded to public comment.

Commissioner Deppe asked a question regarding the Planned Development.

The public hearing was closed at 6:38pm.

Discussion
Commissioner Gatseos, Ehlers, and Wade made comments in support of the request.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Casas de Luz request to amend the phasing schedule of the previously approved Planned Development, located at West Ridges Boulevard and School Ridge Road, City file number PLD-2010-259, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as provided within the staff report."

Commissioner Susuras seconded the motion. The motion carried 6-0.

3. 1221 Wellington Avenue – Rezone File # RZN-2019-598
Consider a request by John Poorey, Baseline Capital Investments, LLP, to rezone 1.81-acres from R-24 (Residential 24 units per acre) to B-1 (Neighborhood Business).

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
None.

Applicant's Presentation
Bill Plock, Baseline Capital Investments, LLP, owner, was present and did not make a comment.

Public Comment
The public hearing was opened at 6:52pm.

None.

The public hearing was closed at 6:52pm.

Questions for Staff
None.

Discussion
None.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Rezone request to B-1 for the property located at 1221 Wellington Avenue, City file number RZN-2019-598, 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 Susuras seconded the motion. The motion carried 6-0.

4. **Drinking Establishment/Brewery – Zoning Code Amendment File # ZCA-2019-644**
Consider a request by the City of Grand Junction to amend various sections of the Zoning and Development Code (Title 21) related to drinking establishments.

Staff Presentation
Jace Hochwalt, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Ehlers asked a question regarding the absence of a "winery, tasting room" component in the proposed definition.

DRAFT

Tamra Allen, Community Development Director, explained the use of "winery" being consistent with an agricultural use, and tasting room could be categorized with "drinking establishment."

Commissioner Scissors asked a question regarding the necessity of the CUP process being required in the I-O, I-1 and I-2 zone districts.

Mr. Hochwalt and Ms. Allen responded to Commissioner Scissors.

Public Comment
The public hearing was opened at 7:19pm.

None.

The public hearing was closed at 7:20pm.

Discussion
Commissioner Gatseos made a comment in support of this request.

Motion and Vote
Commissioner Ehlers made the following motion, "Mister Chairman, on the Zoning and Development Code Amendments, ZCA-2019-644, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report."

Commissioner Scissors seconded the motion. The motion carried 6-0.

5. Other Business

None.

6. Adjournment

The meeting was adjourned at 7:22pm.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING BASELINE CAPITAL INVESTMENTS LLP PROPERTY FROM R-24 (RESIDENTIAL – 24 DU/AC) TO B-1 (NEIGHBORHOOD BUSINESS)

LOCATED AT 1221 WELLINGTON AVENUE

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Baseline Capital Investments LLP Property to the B-1 (Neighborhood Business) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Business Park Mixed Use 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 B-1 (Neighborhood Business) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned B-1 (Neighborhood Commercial):

Commencing at the Northwest corner of the Southwest ¼, Northwest ¼, Northwest ¼ of said Section 12, whence the North 1/16 corner on the West line of said Section 12 bears S 0°05'16" W a distance of 659.21 feet; thence S 49°14'13" E a distance of 46.16 feet to a point on the South Right of Way for Wellington Avenue as recorded at reception Number 10467, the East Right of Way for 12th Street as recorded at Reception Number 1094813, both of the Mesa County Clerk and Recorder's Office and the Point of Beginning, thence S 89°45'21" E along said South Right of Way a distance of 225.00 feet; thence S 0V14'33" W a distance of 417.54 feet to the centerline of the Grand Valley Canal; thence along the centerline of said Canal for the following five (5) courses:

1.) S 84°16'13" W a distance of 41.26 feet to the start of a curve to the right;
2.) along said curve to the right a distance of 83.62 feet with a radius of 200.00 feet and a central angle of 23°57'17", whose chord bears N 83°45'09" W a distance of 83.01 feet;
3.) N 71°46'30" W a distance of 45.18 feet;
4.) N 60° 32' 40" W a distance of 54.26 feet;
5.) N 31°35'17" W a distance of 19.17 feet;

Thence leaving the centerline of the Grand Valley Canal N 0°05'16" E along the East right of way for 12th Street a distance of 356.44 feet to the Point of Beginning.
Said Parcel Contains 2.10 acres

Introduced on first reading this 18th day of December, 2019 and ordered published in pamphlet form.

Adopted on second reading this 15th day of January, 2020 and ordered published in pamphlet form.

ATTEST:

_____ _____

City Clerk Mayor

Grand Junction City Council

Regular Session

Item #2.b.iii.

Meeting Date: December 18, 2019

Presented By: Landon Hawes, Senior Planner

Department: Community Development

Submitted By: Landon Hawes, Senior Planner

Information

SUBJECT:

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing a Proposed Annexation Ordinance for the Barnes Electric Annexation of 0.521-Acres Located at 2806 ½ Perry Drive

RECOMMENDATION:

Staff recommends adoption of a resolution referring the petition for the Barnes Electric Annexation, introducing the proposed Ordinance and setting a hearing for February 5, 2020.

EXECUTIVE SUMMARY:

The Applicant, Don Barnes, is requesting to annex 0.521-acres located at 2806 ½ Perry Drive. There is no publicly dedicated right-of-way proposed with this annexation request; however, upon further development of the property, the applicable rights-of-way will be dedicated. The subject property contains a temporary modular structure, but is otherwise vacant. The owner is requesting annexation in anticipation of a future office/storage building being constructed on site, which constitutes "annexable development" and as such is required to annex in accordance with the Persigo Agreement. Consideration for zoning of this annexation will be heard in a future action.

BACKGROUND OR DETAILED INFORMATION:

The Barnes Electric Annexation consists of one 0.521-acre parcel of land located at 2806 ½ Perry Drive. The property contains a temporary modular structure, but is otherwise vacant. The Applicant wishes to annex the property into the City limits in

anticipation of a future office/storage building being constructed on the site. The Applicant will be requesting a zoning for the property of I-1 (Light Industrial). Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission. The proposed office/storage use is allowed in the I-1 zone district.

There is no dedicated right-of-way included in the annexation, but right-of-way will be dedicated at the time of future development.

The property is currently adjacent to existing city limits and 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 owner has signed a petition for annexation of the property.

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 Barnes Electric 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.

FISCAL IMPACT:

As the property is developed, property tax levies and municipal sales and use tax will be collected, as applicable. For every $250,000 of actual value, City property tax revenue on residential property at the current assessment rate would be $144 annually. 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 property is in the Grand Junction Rural Fire Protection District (Rural District) which is served by the Grand Junction Fire Department through a contract with the Rural District. The Rural District collects a 5.938 mill levy that generates $252 per year in property taxes that are passed on to the City of Grand Junction per the contract. If annexed, the Rural District mill levy will be removed and the City's 8 mills that will generate property tax revenue of $340 per year. Property tax will need to pay for not only fire and emergency medical services but also other City services provided to the area.

With the small size of this property and proposed development of office/storage, the fire department does not predict an increase in incident volume due to this annexation. Primary response to this property is from Fire Station 1 at 625 Ute Avenue, which is within National Fire Protection Association guidelines for response time.

Utilities

Water and sewer services are available to this property. This property is within the Ute Water District service area. An 8-inch water serves this property along Riverside Parkway.

The property is currently within the Persigo 201 Sewer Service Area. There is an 8-inch sanitary sewer line that runs along Perry Drive and then north to 2803 Perry drive to the west of the subject property. The property can be served by the Persigo wastewater system; however, the property does not currently have a sewer connection.

Plant Capacity -- Based on the proposed zoning of I-1, additional analysis would be required to confirm that the plant has sufficient capacity based on the type of industrial activity and the volume of wastewater generation anticipated for this property. The current capacity of the wastewater treatment plant is 12,500,000 gallons per day. The plant currently receives approximately 8 million gallons per day so there is available capacity. The property owner would be assessed the current plant investment fee (PIF) of $4,776 per equivalent unit (EQU). Industrial connection fees are calculated by formulas based upon the type of industrial activity. These formulas use EQU multiplying factors to assess the total sewer connection fee. 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 -- An existing 8-inch sanitary sewer runs along Perry Drive and then north to 2803 Perry Drive to the west of the subject property. The subject property owner would be required to extend sewer to serve their property. Additional analysis would be required to determine if the 8-inch sewer has sufficient capacity to serve this property depending upon the intended use. Further, proposed industrial and commercial activity would require a review by Industrial Pretreatment Program to determine permitting requirements. Staff have determined that the City can serve the property if sewer is extended from the 2803 Perry Drive subject to capacity analysis of the sewer and review of industrial use and wastewater discharge requirements.

Sewer Service Charges -- Monthly sewer service rates for single family units are $22.40 per equivalent unit (2019 rates). These rates have been determined to be sufficient to cover the cost of service.

Police

The Police Department does not foresee any major impact on police services.

Public Works

The subject property is immediately adjacent to the Riverside Parkway which was completed in 2007 and included a collector section roadway complete with curb, gutter, sidewalks, landscaping and street lighting. The roadway was previously annexed and therefore there are no additional impacts anticipated due to this annexation

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 85-19, a resolution referring a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation and exercising land use control over Barnes Electric Annexation, approximately 0.521-acres, located at 2806 ½ Perry Drive, as well as introduce a proposed ordinance annexing territory to the City of Grand Junction, Colorado, Barnes Electric Annexation, approximately 0.521-acres, located at 2806 ½ Perry Drive, and set a hearing for February 5, 2020.

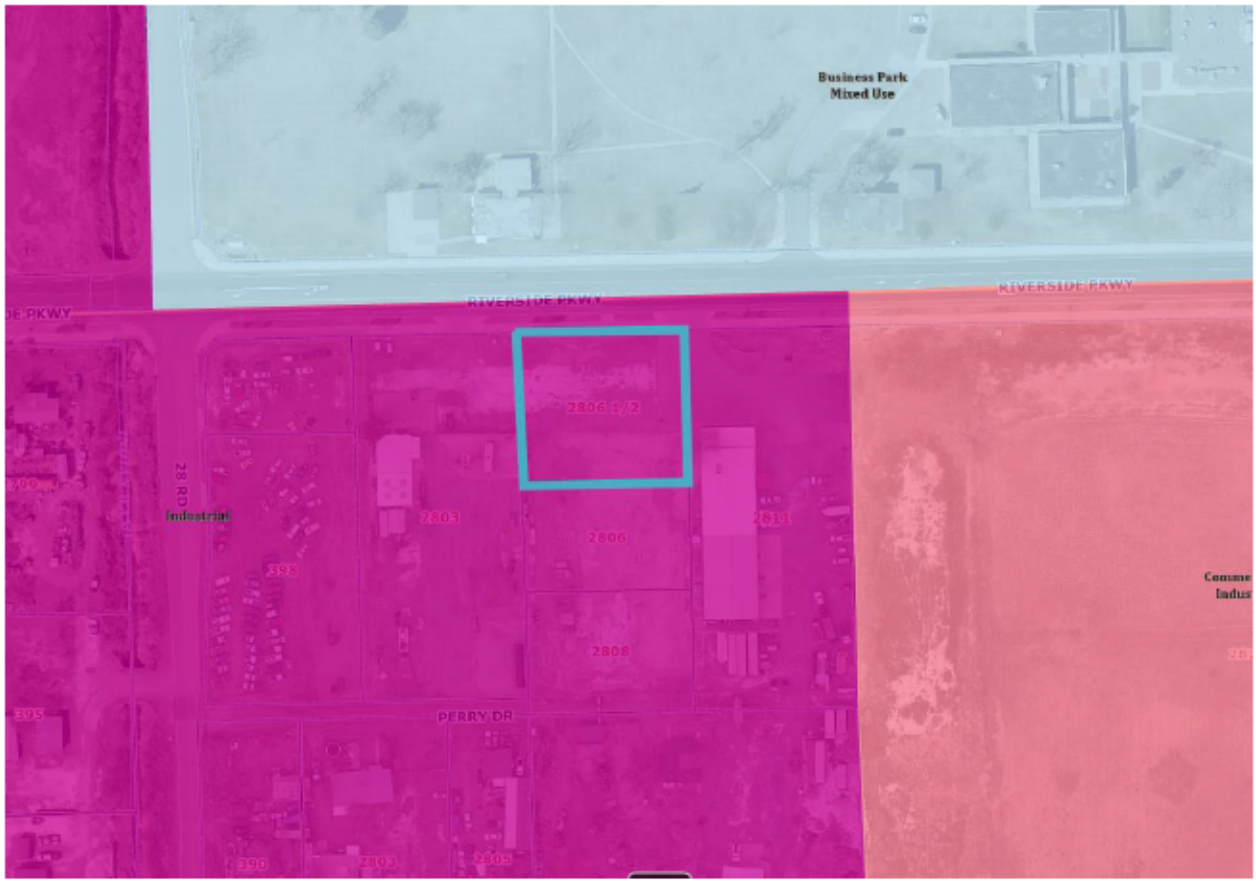
Attachments

1. Barnes Electric map exhibits
2. Barnes Electric Annexation Schedule Summary
3. Barnes Electric Annexation Ordinance
4. Resolution - Referral of Petition (Land Use Control)- Barnes Electric Annexation


RIVERSIDE PKWY
RIVERSIDE PKWY
RIVERSIDE PKWY
28 RD
PERRY DR
S SUMMER GLEN DR
S FOREST LN
S FOREST CT
EVERGREEN RD
MYRRH ST
C 3/4 RD
C 3/4 RD
28 RD
WINTERS AVE
FLORIDA


DE PKWY
RIVERSIDE PKWY
RIVERSIDE PKWY
28 RD
2806 1/2
2803
2806
2811
398
2808
395
PERRY DR
390
2803
2805


RIVERSIDE PKWY
RIVERSIDE PKWY
2806 1/2
2803
2806
2811
398
2808
I-1
78 RD
PERRY DR
390
2803
2805


Business Park
Mixed Use
RIVERSIDE PKWY
RIVERSIDE PKWY
2806 1/2
28 RD
Industrial
2803
2806
2808
PERRY DR

BARNES ELECTRIC ANNEXATION SCHEDULE	
December 18, 2019	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
January 14, 2020	Planning Commission considers Zone of Annexation
January 15, 2020	Introduction of a Proposed Ordinance on Zoning by City Council
February 5, 2020	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
March 8, 2020	Effective date of Annexation

ANNEXATION SUMMARY		
File Number:		ANX-2019-627
Location:		2806 ½ Perry Drive
Tax ID Numbers:		2943-192-00-018
# of Parcels:		1
Existing Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		0
Acres land annexed:		0.521
Developable Acres Remaining:		0.521
Right-of-way in Annexation:		0
Previous County Zoning:		PUD (Planned Unit Development)
Proposed City Zoning:		I-1 (Light Industrial)
Current Land Use:		Modular building
Future Land Use:		Industrial
Values:	**Assessed:**	$42,380
	Actual:	$146,130
Address Ranges:		2806 ½ Perry Drive
Special Districts:	**Water:**	Ute Water Conservancy District
	Sewer:	City of Grand Junction
	Fire:	Grand Junction Rural Fire District
	Irrigation/Drainage:	Grand Valley Irrigation Company
	School:	Grand Junction HS / East Middle / Chipeta Elementary
	Pest:	Grand River Mosquito Control District

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF GRAND JUNCTION, COLORADO

BARNES ELECTRIC ANNEXATION

APPROXIMATELY 0.521 ACRES LOCATED AT 2806 ½ PERRY DRIVE

WHEREAS, on the 18th day of December 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 5th day of February 2020; 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:

BARNES ELECTRIC ANNEXATION

A certain parcel of land lying in the of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the NW 1/4 NW 1/4 of said Section 19 and assuming the North line of the NW 1/4 NW 1/4 of said Section 19 bears S 89°39'11" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°39'11" E, along the North line of the NW 1/4 NW 1/4 of said Section 19, a distance of 342.71 feet; thence S 00°16'49" E, a distance of 30.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°16'49" E, a distance of 145.00 feet; thence S 89°39'06" E, a distance of 156.51 feet; thence N 00°16'49" W, a distance of 145.00 feet; thence N 89°39'11" W, a distance of 156.51 feet, more or less, to the Point of Beginning.

CONTAINING 22,693 Square Feet or 0.521 Acres, more or less, as described

be and is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 15th day of January, 2020 and ordered published in pamphlet form.

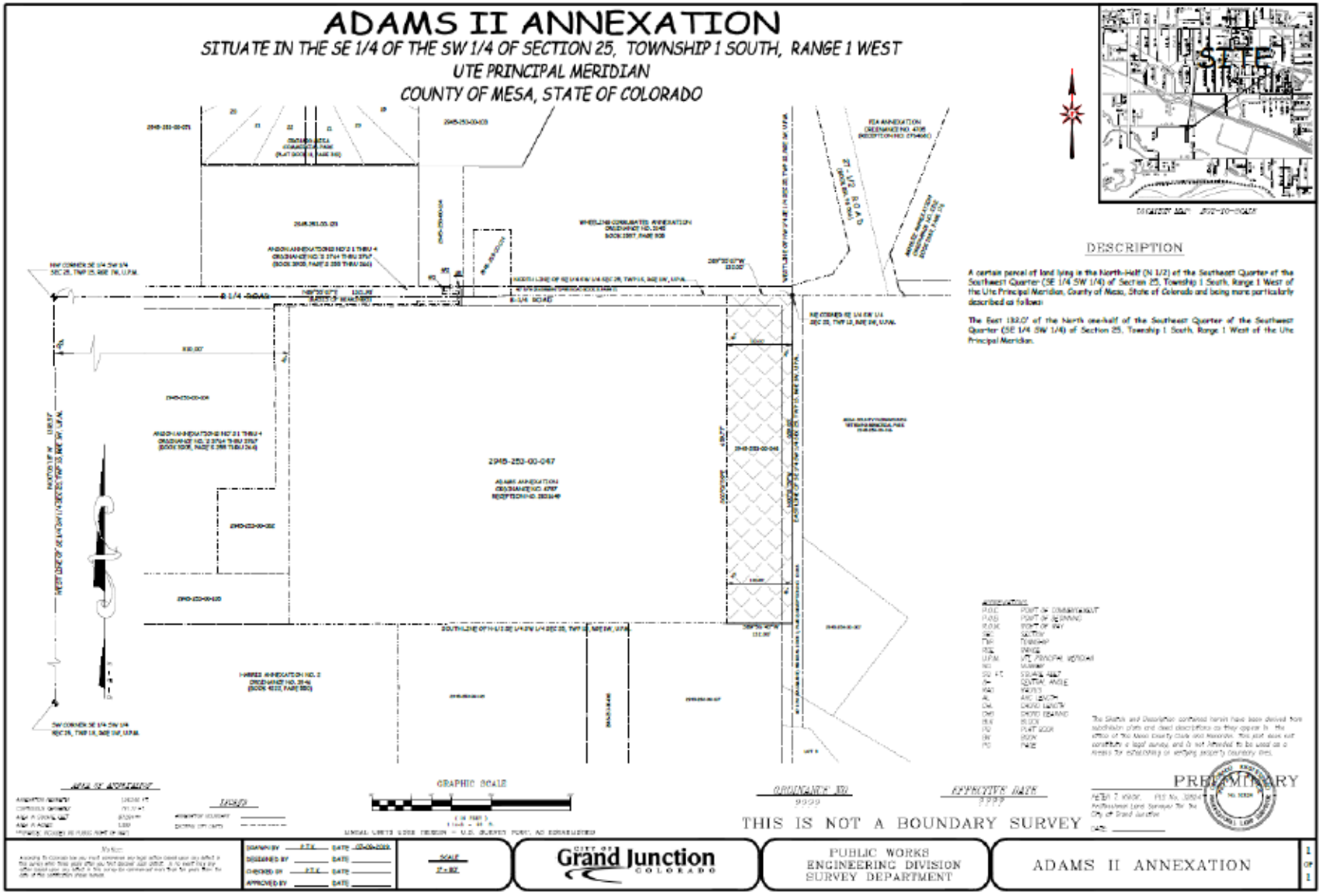
ADOPTED on second reading the 5th day of February, 2020 and ordered published in pamphlet form.

_____
President of the Council

Attest:

_____
City Clerk

Exhibit A


ADAMS II ANNEXATION
SITUATE IN THE SE 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST
UTE PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO
DESCRIPTION
A certain parcel of land lying in the North-Half (N 1/2) of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 25, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:
The East 132.0' of the North one-half of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 25, Township 1 South, Range 1 West of the Ute Principal Meridian.
2945-253-00-047
GRAPHIC SCALE
THIS IS NOT A BOUNDARY SURVEY
PRELIMINARY
Grand Junction
COLORADO
PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT
ADAMS II ANNEXATION

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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 18th day of December 2019, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

A RESOLUTION
REFERRING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SETTING A HEARING ON SUCH ANNEXATION,
AND EXERCISING LAND USE CONTROL

BARNES ELECTRIC ANNEXATION

APPROXIMATELY 0.521 ACRES LOCATED AT 2806 ½ PERRY DRIVE

WHEREAS, on the 18th day of December 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:

BARNES ELECTRIC ANNEXATION

A certain parcel of land lying in the of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 19, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of the NW 1/4 NW 1/4 of said Section 19 and assuming the North line of the NW 1/4 NW 1/4 of said Section 19 bears S 89°39'11" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°39'11" E, along the North line of the NW 1/4 NW 1/4 of said Section 19, a distance of 342.71 feet; thence S 00°16'49" E, a distance of 30.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°16'49" E, a distance of 145.00 feet; thence S 89°39'06" E, a distance of 156.51 feet; thence N 00°16'49" W, a distance of 145.00 feet; thence N 89°39'11" W, a distance of 156.51 feet, more or less, to the Point of Beginning.

CONTAINING 22,693 Square Feet or 0.521 Acres, more or less, as described

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

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

1. That a hearing will be held on the 5th day of February, 2020, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 6:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

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

ADOPTED the 18th day of December, 2019.

_____
President of the Council

Attest:

_____
City Clerk

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

_____
City Clerk

DATES PUBLISHED
December 20, 2019
December 27, 2019
January 4, 2020
January 11, 2020

Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: December 18, 2019

Presented By: Trent Prall, Public Works Director

Department: Public Works - Engineering

Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

A Resolution Approving the Termination of the Intergovernmental Agreement for the Creation of the 5-2-1 Drainage Authority

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

After 15 years, the 521 Drainage Authority board has decided to move towards dissolution. In order to formally disband, each entity must pass a resolution to rescind its original 2004 resolution that authorized the formation of the 5-2-1 Drainage Authority. As the process will extend into 2020, the City has been requested to continue management of the Authority through March 31, 2020.

BACKGROUND OR DETAILED INFORMATION:

The 5-2-1 Drainage Authority (521) was created by an Intergovernmental Agreement on June 14, 2004, pursuant to CRS 29-1-204.2 by and between Mesa County, the Town of Palisade, the City of Grand Junction, the City of Fruita and the Grand Valley Drainage District to provide stormwater related services with and across their respective jurisdictions.

Since 2008, the 521 has provided stormwater management services related to stormwater quality and is responsible for National Pollutant Discharge Elimination System (NPDES) compliance in the areas it serves within Mesa County. The 521 holds the Municipal Separate Storm Sewer System (MS4) permit, complies with NPDES and

other environmental regulations and informs the public about stormwater quality.

The original intent of the 521 was to impose a fee and evolve into a functional organization to manage stormwater quality and quantity concerns. Heretofore the 521 has not adopted a fee but instead has relied on general fund transfers from each of the partnering organizations. Earlier this year the 521 invested $85,000 on a study to investigate the appropriate governance model and funding source. The study concluded that the 521, as opposed to GVDD, would be an appropriate governance model and a fee, as opposed to a tax, would be used to help fund stormwater quality/quantity concerns. There are over 3200 stormwater utilities across the United States and has been a solid funding source addressing drainage needs for many entities.

For a number of years, the 521 Board has not been able to develop a mechanism for capital funding for the construction of stormwater facilities to address stormwater quantity needs in the Grand Valley. Because the 5-2-1 has not been successful with that aspect of its mission and purpose and has determined that the permit inspection and administration functions may be more effectively managed by technical staff of each entity or by contract with Mesa County, members of the 5-2-1 and the 5-2-1 Board have considered termination of the IGA. At its meeting on December 5, 2019 the consensus of the Board was to end the IGA.

Following termination of the IGA, the staff of each entity, and as appropriate the governing bodies thereof, will determine whether to contract to with Mesa County to inspect and permit stormwater facilities and discharges or instead each entity may assume those obligations.

Pursuant to the IGA and applicable law, certain steps are necessary to “wind up” the business of the 5-2-1 and accordingly it is the intention of the Board to complete those matters by no later than March 31, 2020. The 5-2-1 has no debt or other outstanding financial obligations; discharge permit(s) and the obligations arising out of or thereunder will be transferred in accordance with the requirements of CDPHE and to the proper party(ies). Upon adoption of this resolution by the City, and similar resolutions by each of the parties to the IGA, the 5-2-1 Board will commence the dissolution, disposition of assets and other matters as provided herein.

All other entities are anticipated to adopt similar resolutions by December 18th. The 521 Board is scheduled to meet on Thursday December 19th to authorize the 2020 Budget and vote to formally dissolve the 521.

At that point each entity will decide on whether to "upload" their stormwater quality permit to Mesa County or move forward independently in regards to stormwater compliance.

An advantage to the "upload" to Mesa County are that it would be carried out by a dedicated, focused staff and not just an added duty to a current employee(s). The stormwater quality workload consists of public education and public outreach, stormwater construction permitting, post-construction monitoring/oversight and in the very near future development of plans to address the new Total Maximum Daily Loads (TMDLs) for a few of the Grand Valley's drainages. Contracting with Mesa County means one entity is intact to handle those requirements holistically for the Grand Valley while not contracting with Mesa County would require each entity to meet those state mandated requirements on their own. Palisade and Fruita are anticipated to contract with Mesa County for stormwater compliance.

Staff anticipates discussion in early February with City Council on whether on not to contract with Mesa County.

FISCAL IMPACT:

Mesa County's proposal is for $307,000 for stormwater quality services for the entire valley and with the dissolution of the 521 expenses would be closer to $350,000. If the City was to join Fruita and Palisade in contracting with Mesa County, the City's share would be $200,000 for 2020 based on methodology that has been used for the last 9 years that blends population served and number of current and anticipated construction permits for each jurisdiction. City staff currently has budgeted $250,000 for 2020. The decision on whether or not to contract with Mesa County will not be decided until early February after further negotiations and analysis.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 86-19, a resolution authorizing the termination of the Intergovernmental Agreement for the Creation of The 5-2-1 Drainage Authority, 1) Continuing operations for the 521 Drainage Authority through March 31, 2020 and 2) Consent for the 521 Drainage Authority to dissolve.

Attachments

1. RES-521dissolutionDukesig (1)

RESOLUTION NO. _____

A RESOLUTION APPROVING THE TERMINATION OF THE INTERGOVERNMENTAL AGREEMENT FOR THE CREATION OF THE 5-2-1 DRAINAGE AUTHORITY

Recitals:

In June 2004 Mesa County, the cities of Fruita and Grand Junction, the town of Palisade and the Grand Junction Drainage District (nka Grand Valley Drainage District or GVDD) formed the 5-2-1 Drainage Authority. The 5-2-1 Drainage Authority is commonly referred to as the 5-2-1.

On June 2, 2004 the City Council approved the Intergovernmental Agreement (IGA) forming the 5-2-1 Drainage Authority and to the extent legally required and consistent herewith, rescinds that action by, with and through adoption of this resolution.

The 5-2-1 was created to, among other things, study drainages, plan for and develop drainage structures and facilities necessary to accommodate drainage water, and manage storm water discharges from new and/or existing facilities all in accordance with discharge permits issued by the Colorado Department of Public Health and Environment and applicable State and Federal law.

For a number of years, the 5-2-1 and its contracted manager, presently the City of Grand Junction, have capably administered the discharge permits; however, the 5-2-1 has not been able to develop a mechanism for capital funding for the construction of facilities. Because the 5-2-1 had not been successful with that aspect of its mission and purpose and has determined that the permit inspection and administration functions may be more effectively managed by technical staff of each entity or by contract with Mesa County, members of the 5-2-1 and the 5-2-1 Board have considered termination of the IGA. At its meeting on December 5, 2019 the consensus of the Board was to end the IGA.

Following termination of the IGA the staff of each entity, and as appropriate the governing bodies thereof, will determine whether to contract to with Mesa County to inspect and permit stormwater facilities and discharges or instead each entity may assume those obligations.

Pursuant to the IGA and applicable law, certain steps are necessary to "wind up" the business of the 5-2-1 and accordingly it is the intention of the Board to complete those matters by no later than March 31, 2020. The 5-2-1 has no debt or other outstanding financial obligations; discharge permit(s) and the obligations arising out of or thereunder will be transferred in accordance with the requirements of CDPHE and to the proper party(ies).

Upon adoption of this resolution by the City, and similar resolutions by each of the parties to the IGA, the 5-2-1 Board will commence the dissolution, disposition of assets and other matters as provided herein.

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

That this resolution is hereby accepted and approved on the terms, conditions and with the understanding stated herein.

Passed and adopted this 18th day of December 2019.

_____

C. Duke Wortmann
President *pro tem* of the Council

ATTEST: _____
Wanda Winkelmann
City Clerk

Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: December 18, 2019

Presented By: Brandon Stam, DDA Executive Director

Department: Downtown Development Authority

Submitted By: Brandon Stam

Information

SUBJECT:

A Resolution Authorizing the Lease of Sidewalk Right-of-Way to P & J Entertainment, LLC dba Ciara's Cafe and Cantina, Located at 701 Main Street

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

P & J Entertainment, LLC is requesting a first-time Outdoor Dining Lease for an area directly in front of their building.

BACKGROUND OR DETAILED INFORMATION:

The lease is expected to begin in December and will consist of a gated area with tables and chairs. Applicant is also seeking liquor license which will include outdoor dining area.

FISCAL IMPACT:

There is no fiscal impact to the City.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 87-19, a resolution authorizing the lease of sidewalk right-of-way to P & J Entertainment, LLC located at 701 Main Street.

Attachments

1. Outdoor Dining Lease Agreement 2019 - Ciara's Cafe Cantina
2. Resolution No. XX-19 - 2019 - Ciara's Cafe Cantina

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 18th day of December, 2019, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, P & J Entertainment, LLC dba Ciara's Café & Cantina as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

RECITALS:

The City by Ordinance No. 3650 and subsequently amended by Ordinance No. 4120, established a Sidewalk Restaurant commercial activity permit for restaurants in the Downtown Shopping Park (DSP) on Main Street, Seventh Street and Colorado Avenue.

In accordance with that authority, the City Council and the DDA desire to make certain areas of the sidewalk in the DSP and at other locations as authorized, available by lease to proximate land owners and/or lessees that want to make use of a portion of the public way for outdoor dining with or without alcohol service.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, it is agreed as follows:

1. Demise of Premises.
Option B: The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 198 square feet of the public way located in front of and immediately abutting the Lessee's business. The Premises and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

A brief description of the Lessee's business is attached as Exhibit B.

2. Term.
The term of this Agreement shall be for a period of one (1) year to commence on December 18, 2019. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on December 18, 2020.

3. Rental.
Lessee shall pay rent to Lessor at the rate of $1.00 per square foot per year and in the total sum of $198.00, which sum shall be payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

4. Permitted Uses and Hours or Operation.
Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or beverages to the public. The Premises may be open to the public during Lessee's normal business hours, but in no event shall food and/or beverage service extend beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music performance is permitted on the Premises, provided any amplification utilized

shall not result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises boundaries.

5. Assignment or Subletting Prohibited.
Lessee shall not have the right to assign the lease or to sublet the Premises in whole or in part without the prior written consent of the City.

6. Compliance with Legal Requirements.
Lessee shall comply with all applicable requirements of any governmental or quasi-governmental body including City, County, State or Federal agencies, boards, councils and commissions having jurisdiction respecting any operation conducted on the Premises by Lessee or any equipment, installations or other property placed upon, in or about the Premises by Lessee.

Lessee further agrees to comply with all rules of the DDA relating to the use of the Premises. Prior to commencing alcohol service in the Premises, Lessee shall include the Premises in the licensed service area as required by the liquor laws of the State and City.

Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.

7. Taxes.
Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Lessee's possessory interest, improvements, furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises. All such amounts shall be paid prior to delinquency.

8. Utilities.
Lessee shall make arrangements for all utilities, if any, needed at the Premises and is responsible for payment of the fees and charges arising out of the provision and/or use of the utility service(s).

9. Improvements and Personal Property.
All construction, improvements, installations, furniture, fixtures and/or equipment on the Premises shall comply with the following:

a. Lessee may place furniture, fixtures and equipment in the Premises so long as the same do not endanger any passersby or patrons, and are secured to resist wind. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Premises nor impede pedestrian traffic on the sidewalk adjoining the Premises. The terms of this paragraph shall be construed to include but not be limited to perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee. The Lessee may store its fixtures on the Premises at its own discretion and shall accept and retain full responsibility and liability for any damage to or theft of such fixtures. Required perimeter fencing shall be continuously maintained during the term of this Agreement.

b. Lessee shall provide a physical demarcation of the perimeter of the Premises, such as planters or stanchions, subject to DDA approval of the form and location of the same, to facilitate monitoring of potential encroachments beyond the Premises. If alcohol service is permitted in the Premises, the perimeter of the Premises shall be enclosed by a fixed perimeter enclosure no less than thirty (30) inches in height, the material, design and installation of which shall be approved by the DDA. Openings in the enclosure shall not be less than 44 inches wide. If there is a gate it must swing inward to prevent obstruction of the sidewalk.

c. No gas lighting shall be permitted in the Premises. Battery powered lights, candles in wind-protected enclosures, and low wattage electric lights, such as Christmas lights, shall be allowed. Under no circumstances shall electrical wires, extension cords or similar wiring, cables or conduit extend beyond the Premises into the public way, (easement area or otherwise) nor cross pedestrian paths, nor be placed so as to create a tripping hazard. Any suspended lighting must be securely installed to prevent dislodgement, sagging, or other hazard.

d. Signs are expressly prohibited on the Premises, except for the following: i) menu signs in compliance with the City sign code and ii) umbrellas that display the Lessees business logo, and/or the logo of only one business product that is featured and representative of the theme of the business. Signs shall be subject to approval by the DDA and City. Third party business signs and/or identification are expressly prohibited on the Premises.

e. Lessee shall not utilize sidewalk trash and/or recycling receptacles for refuse generated within the Premises. Lessee may provide a private trash and/or recycling receptacle within the Premises provided that it is emptied and maintained on a regular basis.

f. Lessee shall remove any personal property, including but not limited to improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Premises promptly upon expiration without renewal of this Agreement. Failure to remove said property within ten (10) days of expiration shall be deemed an abandonment of said property, and result in ownership thereof transferring to the DDA which shall have the right to dispose of said property as its own.

10. Safe and Sanitary Condition.
Lessee shall at all time keep the Premises in good repair and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Premises or by any injury or accident occurring thereon. Lessee shall be responsible, subject to applicable law regulating the discharge of contaminants to the sewer for power-washing or steam cleaning the sidewalk surface of the Premise necessary to keep area in a clean and sanitary condition. Lessor reserves the right to hire a 3rd party contractor to clean the premises at the cost of the lessee.

11. Lessor and Agent not Liable for Damages or Injuries.
Lessor and its Administrative Agent shall not be responsible to Lessee or to any other

person or entity for damages or injuries arising out of the Lessee's use of the Premises. Lessor and/or its Administrative Agent are not an insurer for Lessee's activities and Lessee shall obtain appropriate insurance against potential damages, injury, lost profit or advantage and any and all other claims as determined in the Lessees sole and absolute discretion. Lessee shall indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Premises.

12. Insurance.
Lessee agrees to furnish Certificates(s) of Insurance at least fifteen (15) days prior to the commencement of the term of this Agreement as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Premises. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.

13. Inspection, Access and Improvements by City and/or DDA.
Lessee agrees to permit the City, its designated representatives, and/or the DDA to enter upon the Premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. Lessee further agrees that if the City shall determine to make changes or improvements affecting the Premises which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes that continue for a period in excess of 14 continuous days during a lease period.

14. Delivery and Condition of Premises upon Expiration or Termination.
Lessee agrees to surrender and deliver up the possession of the Premises in substantially the same condition as received, ordinary wear and tear and approved improvements excepted, promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.

15. Limitation of Rights Demised.
The City by this demise hereby conveys no rights or interest in the public way except the right to the uses on such terms and conditions as are described herein and retains all title thereto.

16. Sale or Transfer of Lessee's Business Interest
Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting or approximate property and agrees that on sale or other transfer of such interest, Lessee

will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

17. Attorney's Fees.
If legal action is taken by either party hereto to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees. If the City and/or DDA uses in-house counsel to prosecute or defend any action arising out of or under this Agreement the City and/or DDA shall be entitled to recover the value of those services at the prevailing rate of private litigation counsel in Grand Junction.

18. Waiver.
No failure by Lessor to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of Lessor's right to subsequently exercise same. Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Lessor's failure to timely assert his rights. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.

19. Default.
a. Each and every one and all of the following events shall constitute an Event of Default:

i) if Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors;

ii) if involuntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated, within ten (10) days after the institution or appointment;

iii) if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and/or fails to pay any tax or assessment of the State, City or DDA and does not make the payment within ten (10) days after written notice thereof. For the purposes hereof, all sums due from Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein and Lessee has absolutely no right of offset;

iv) if Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure or performance continues for a period of thirty (30) days after notice thereof;

v) if Lessee vacates or abandons the Premises;

vi) if the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntarily or involuntarily except as herein permitted;

vii) if Lessor, in any four month period during the Term, or spanning consecutive Terms, gives any notice to Lessee pursuant to subparagraphs iii) or iv) above, notwithstanding Lessee's cure of default within the allowable period or periods.

b. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right, at its option, to utilize any one or more of the following rights:

i) to cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten (10) days prior to the effective date of such termination. Upon the expiration of said ten (10) day period, the Lessee shall have no further rights under this Lease Agreement (but such cancellation shall not serve to release or discharge the damages Lessee owes to Lessor); and/or

ii) to make any payment required of Lessee herein or correct any condition required to be corrected by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting any such condition and to remain on the Premises until the complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein; and/or

iii) to reenter the Premises immediately with or without order of court and without claim of trespass, remove the property of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease Agreement. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises and placing them in satisfactory condition; and/or

iv) all other rights and remedies provided by law to a Lessor with a defaulting Lessee including all such money damages as Lessor shall be entitled pursuant to the law of damages.

c. In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an Event of Default, then the provisions establishing the least amount of time to cure after notice shall prevail.

d. Upon any breach hereof, regardless of whether such breach is, or becomes, an Event of Default; Lessor shall be reimbursed by Lessee for any reasonable attorney's fees incurred by Lessor in connection with such breach.

20. Notices and Written Consents.

All notices and written consents required under this Agreement shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

To Lessor: City of Grand Junction c/o City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

To Lessee: P & J Entertainment, LLC
701 Main Street
Grand Junction, CO 81501

To Agent: Downtown Development Authority
437 Colorado Avenue
Grand Junction, CO 81501

Notices shall be deemed served upon posting the same as addressed above and sent as First Class United States mail.

21. Binding Effect and Complete Terms.
The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and Lessee and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee. This Lease supersedes all prior leases between Lessor and Lessee.

22. Construction of Lease.
This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

23. Performance Standards.
It is the intention of all parties hereto that the obligations hereunder and actions related hereto will be performed in accordance with the highest standards of commercial reasonableness, common sense and good faith.

24. Authorization of Parties.
Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership and that reasonable evidence of such authorization will be provided to the other party upon request.

25. Administrative Agent.
In conformance with the City's delegation of management responsibilities and authority concerning the Downtown Shopping Park and others areas of the public way in downtown Grand Junction, the City designates the DDA to serve as its Agent for the administration and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

Lessor: City of Grand Junction

_____

By: Greg Caton, City Manager

Lessee:

_____

By:

Agent: Downtown Development Authority

_____

By: Brandon Stam, Downtown Grand Junction Executive Director

Exhibit A: Proposed Lease Area (include dimensions and a sketch):

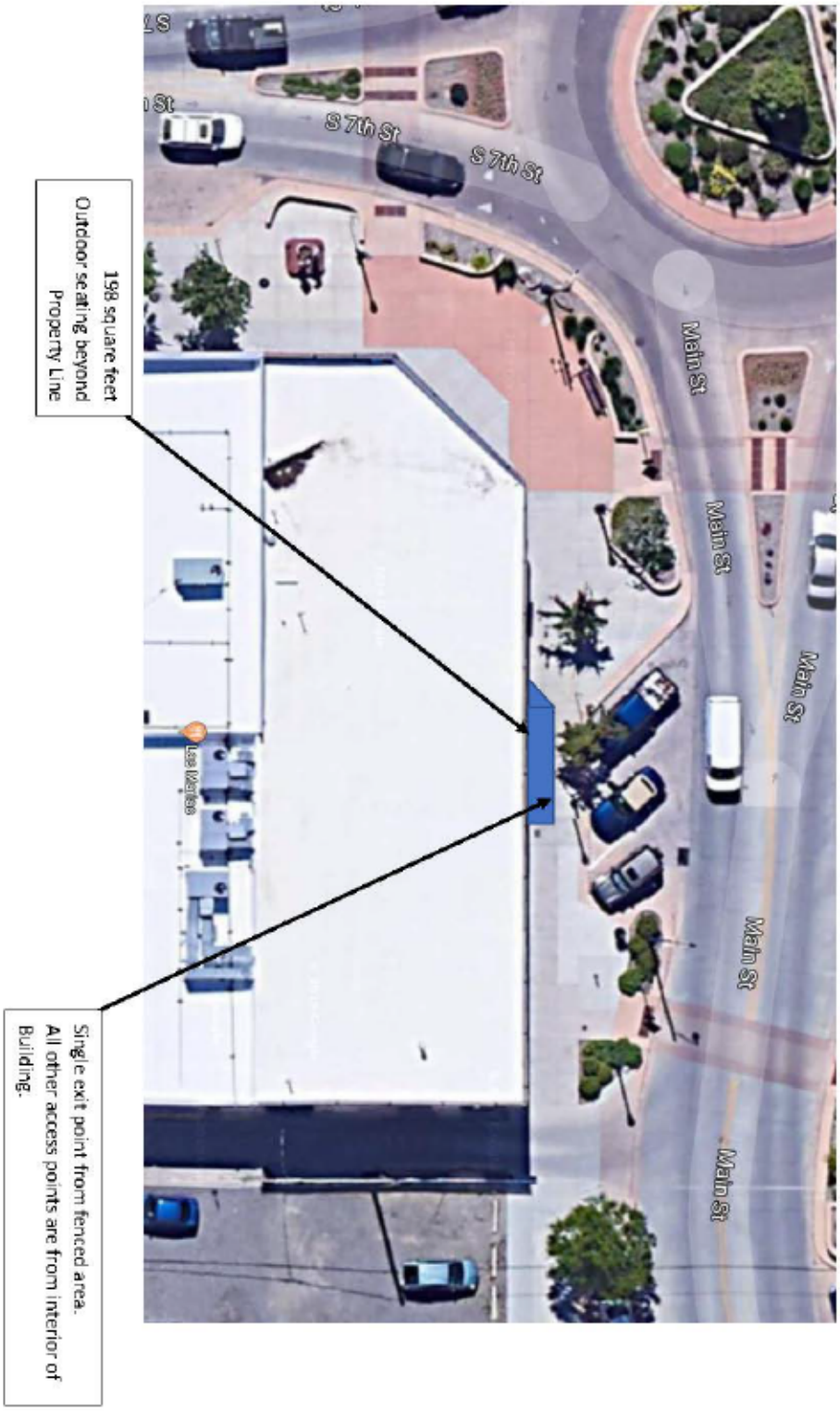


Exhibit B: Brief Description of Business / DDA Certification: include date, who prepared and lessee signature or initials

Business Name (name of insured): _____

DBA (if needed): _____

Applicant / Relationship to Business: _____

Contact Phone and Email: _____

Type of Food/Beverage to be served in leased area: _____

Days of Operation / Operating Hours: _____

How this operation will benefit Downtown Grand Junction: _____

_____

Number of tables to be used in the leased area: _____

Number of chairs to be used in the leased area: _____

Semi-permanent or movable structures including carts, stands, signs, etc: _____

_____

Describe any musical or vocal presentations or effects to be used in the leased area:

_____

Are these current:

Permits & Licenses Obtained:

State Sales Tax	_____
City Sales Tax	_____
Liquor License	_____
Restaurant/Food Service	_____

Proof of Liability Insurance Coverage Provided? _____

DDA Certification: The Downtown Development Authority hereby finds that this application is proper, that all applicable permits have been obtained or will be obtained, that it is in compliance and will further the goals and objectives of the Plan of Development for Downtown Grand Junction, and that no current application exists for this location.

Signed: _____ Date: _____

If denied, state reason:

_____

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

The Applicant assures the Downtown Development Authority and the City of Grand Junction that if a lease is issued, s/he will comply with all of the requirements and provisions of Grand Junction City Ordinance 3609, all other applicable ordinances and laws, and the Plan of Development for Downtown Grand Junction. The applicant further assures that s/he has obtained or will obtain all of the necessary and required permits or licenses to engage in the business or activity proposed.

I, _____, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:

(a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and

(b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

I realize that consideration for this release is the granting of a lease to me by the City of Grand Junction, and I realize and agree that this Hold Harmless/ Indemnity Agreement shall take effect whenever I begin to conduct the type of activities for which the lease has been applied or when the permit is issued, whichever is earlier. I also understand and agree that this agreement shall apply to any activities which I carry on which are done in violation of the terms of this lease.

Executed this ____day of _____, 20___.

Signed: _____

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. XX-19

A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK RIGHT-OF-WAY TO P & J ENTERTAINMENT, LLC, LOCATED AT 701 MAIN STREET

Recitals:

The City has negotiated an agreement for P & J Entertainment, LLC to lease a portion of the sidewalk right-of-way located in front of 701 Main Street from the City for use as outdoor dining.

The City Council deems it necessary and appropriate that the City lease said property to P & J Entertainment, LLC.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way abutting 701 Main Street for an initial term commencing December 18, 2019 and terminating December 18, 2020 to P & J Entertainment, LLC.

PASSED and ADOPTED this ___ day of December, 2019.

_____
President of the Council

Attest:

_____
City Clerk

Grand Junction Planning Commission

Regular Session

Item #3.c.

Meeting Date: December 18, 2019

Presented By: Senta Costello, Planner

Department: Community Development

Submitted By: Senta Costello, Associate Planner

Information

SUBJECT:

A Resolution to Vacate Two Ten-Foot Public Utility Easements Located at 2711 G Road

RECOMMENDATION:

Planning Commission heard this item at its December 10, 2019 meeting and recommended approval (6-0) of the request.

EXECUTIVE SUMMARY:

The Applicant, Anatum LLC, is requesting the vacation of two public utility easements on the property located at 2711 G Road. The Applicant has an application submitted for a new 17-lot townhome development that includes the vacation of Westcliff Drive, vacation of a public utility easement and reconfiguration of 6 existing lots.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property located just east of 27 Road on the south side of G Road currently contains a 10-foot wide public utility easement running diagonally southwest from G Road across approximately 123 feet of the proposed new development and contains an overhead electric line which provides electric service to a shed on the property; a smaller 37 foot x 10-foot portion of an existing utility easement along the shared southern lot line of the Taylor II Subdivision Lot 2 which does not contain any utilities. The existing 10-foot utility easements were dedicated with the Taylor II Subdivision Plat recorded in 2006 (Reception No. 2356364).

The vacation of these easements will have no impact on public facilities or services provided to the general public as these facilities/services will be relocated or otherwise provided with the new development; public utilities/services have reviewed the request and had no concerns in their ability to provide services or access to their infrastructure.

NOTIFICATION REQUIREMENTS

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on November 18, 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 November 27, 2019. The notice of this public hearing was published December 3, 2019 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review is set forth in Section 21.02.100 (c) of the Zoning and Development Code. The purpose of this section is to permit the vacation of surplus rights-of-way and/or easements.

(1) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City;

The request to vacate the existing 10-foot wide Utility Easements does not conflict with the Comprehensive Plan, Grand Valley Circulation Plan or other adopted plans and policies of the City. The vacation of these easements will have no impact on public facilities or services provided to the general public as these facilities/services do not provide public services at this time. In addition, new easements will be required to be provided with any future development if necessary for public facilities. Public utilities/services have reviewed the request and had no concerns in their ability to provide services or access to their infrastructure. Therefore, staff has found this criterion has been met.

Further, the vacation request is consistent with the following goals and policies of the Comprehensive Plan:

Goal 1 / Policy C: The City will make land use and infrastructure decisions consistent with the goal of supporting and encouraging the development of centers.

Goal 11 / Policy A: The City will plan for the locations and construct new public facilities to serve the public health, safety and welfare, and to meet the needs of existing and future growth.

(2) No parcel shall be landlocked as a result of the vacation;

This is a request to vacate two existing utility easements. As such, no parcels will be landlocked as a result of the proposed vacation. Therefore, staff has found this criterion has been met.

(3) Access to any parcel shall be not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;

The utility review agencies have reviewed the request and notice has been provided to the adjacent property owners. The utility agencies have indicated that the requested vacations will not restrict access. The easements proposed to be vacated are for providing services to the subject properties and this request does not impact access to any parcel; facilities/services will be relocated or otherwise provided with the new development with adequate access provided and as such, staff finds this criterion has been met.

(4) There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services;

There will be no adverse impacts to the general community and the quality of public facilities and services provided will not be reduced due to the proposed vacations. Public utilities/services have reviewed the request and had no concerns in their ability to provide services or access to their infrastructure, Staff therefore finds this criterion has been met.

(5) The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and
The provision of adequate public facilities and services shall not be inhibited to any property as a result of the proposed vacation request as the utility easements do not affect any other adjacent property or use. Public utilities/services have reviewed the request and had no concerns in their ability to provide services or access to their infrastructure. Therefore, Staff finds that this criterion has been met.

(6) The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

Maintenance requirements for the City will not change as a result of the proposed vacation as the existing easements are not currently maintained by the City. The existing easements contain private electrical services in one easement and no utilities in the other. Vacating these easements will insure no maintenance for the City in the future and reduce confusion as to who is responsible for the private service as there are no public utilities within the easement. The proposed development provides for a

new utility layout creating a more efficient use of infrastructure. Therefore, Staff finds that this criterion has been met.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Court on G Road Easement Vacation request, VAC-2019-647, located at 2711 G Road, the following findings of fact have been made:

1. The request conforms with Section 21.02.100 (c) of the Zoning and Development Code.

Therefore, Staff recommends approval of the requested vacation.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 88-19, a resolution vacating two 10-foot public utility easements on the property located at 2711 G Road.

Attachments

1. Exhibit List - The Court - Util Easement vacation - PC
2. Exhibit 2 - SITE LOCATION and MAPS
3. Exhibit 3 - Development Application
4. Exhibit 4 - Vacation Resolution
5. Planning Commission Minutes - 2019 - December 10 - Draft

EXHIBIT LIST

COURT ON G ROAD UTILITY EASEMENT VACATIONS
FILE NO. VAC-2019-647

Exhibit Item #	Description
1	Staff Report dated December 10, 2019
2	Site Location & Aerial Photo Maps
3	Development Application dated January 30, 2019
4	City Council Vacation Resolution
5	Staff Powerpoint Presentation dated December 10, 2019


Site Location Map
TWELFTH CT
G RD
G Road
G RD
Villas at
Country Club
27 Road
WESTCLIFF DR
Project Site
Horizon
Park East
N 15TH ST
RACQUET WAY
CLUB CT
TILLMAN DR
N 12TH ST
Safeway
Shopping Center
HORIZON DR

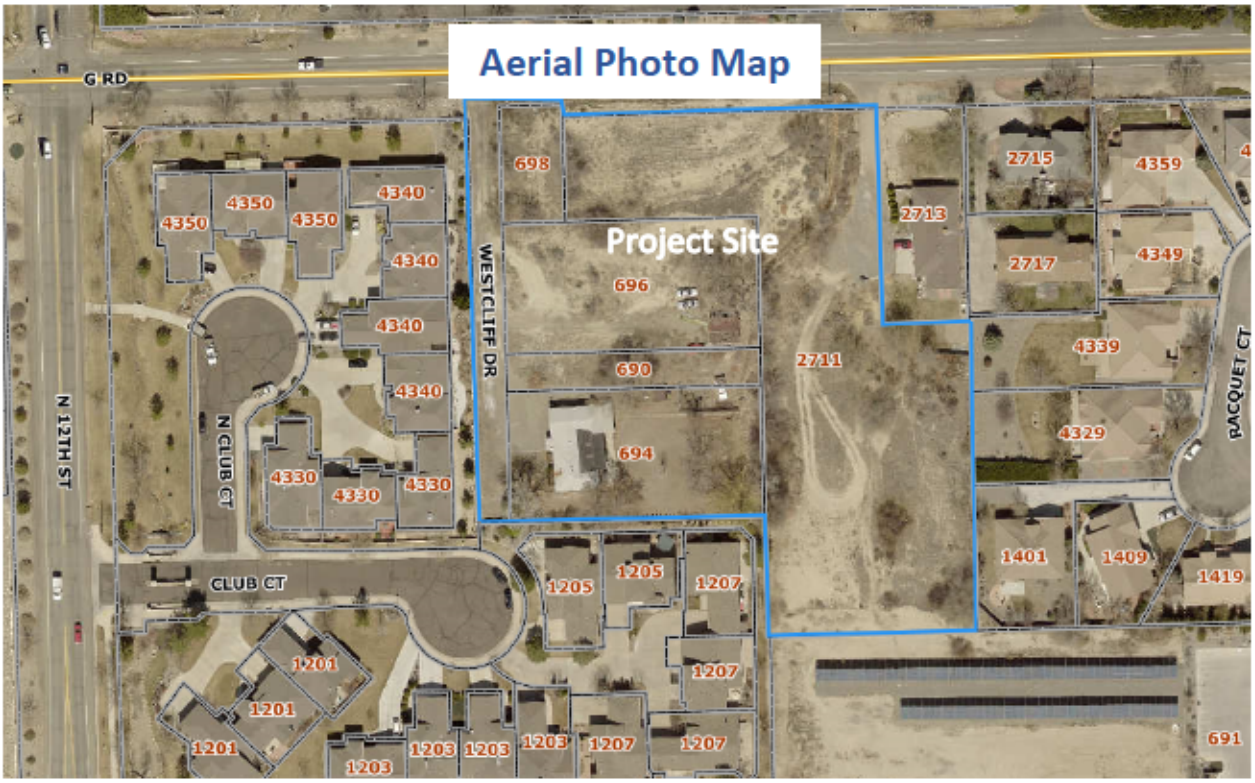
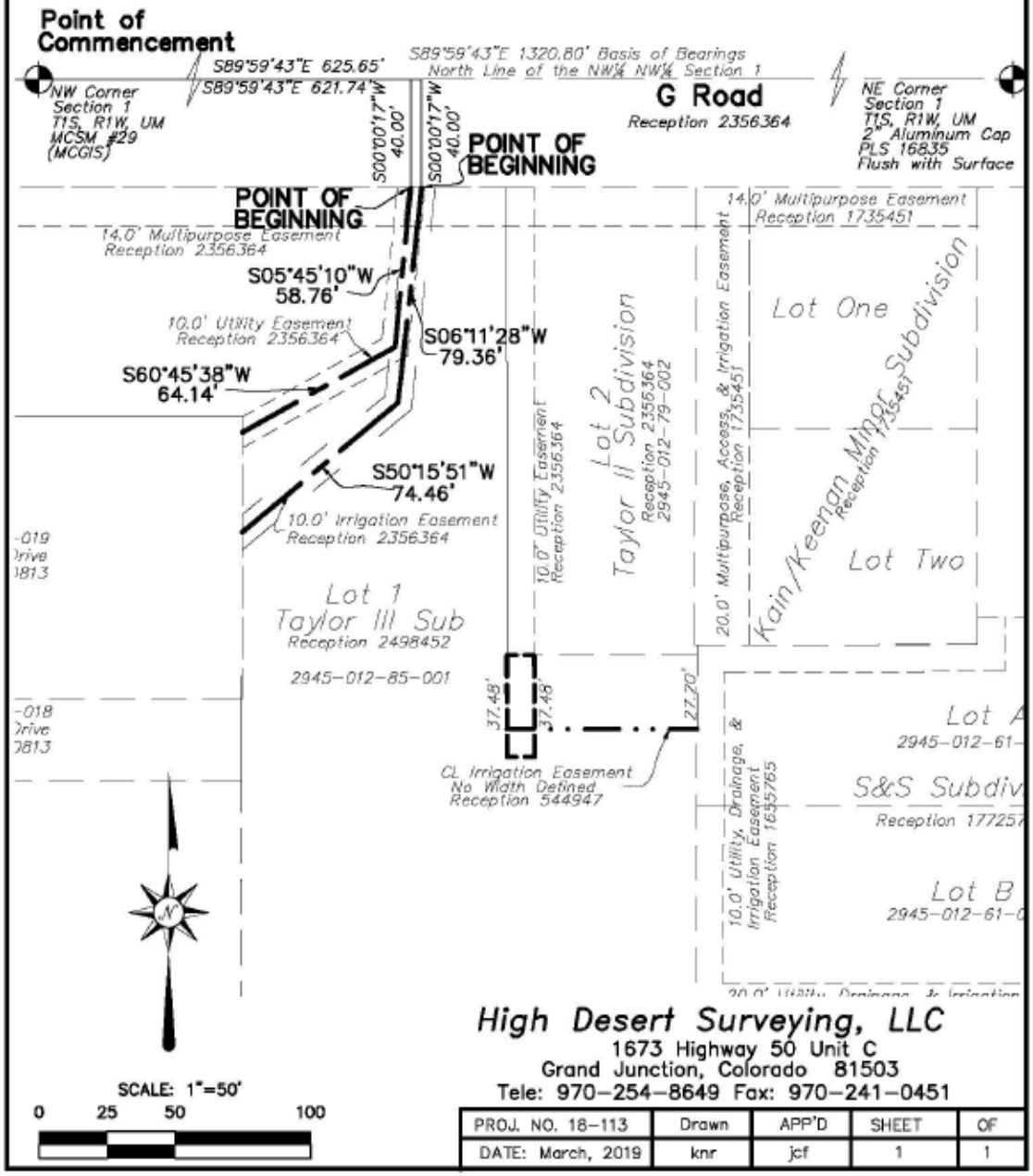

Aerial Photo Map
G RD
698
Project Site
WESTCLIFF DR
696
690
694
2711
2713
2715
4359
2717
4349
4339
4329
RACQUET CT
1401
1409
1419
691
4350
4340
N 12TH ST
N CLUB CT
4330
CLUB CT
1205
1207
1201
1203

EXHIBIT A



High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 18-113	Drawn	APP'D	SHEET	OF
DATE: March, 2019	knr	jcf	1	1

Grand Junction
COLORADO
PUBLIC WORKS & PLANNING

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: Subdivision Plat/Plan - Major Preliminary/Final

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

Existing Land Use Designation | Existing Zoning

Proposed Land Use Designation | Proposed Zoning

Property Information

Site Location: 2711 G Road; 690, 694, 696, 698 Westcliff Dr CO 81505

Site Acreage: 0.286 acres

Site Tax No(s): 2945-012-85-001; 2945-012-00-018; 2945-012-00-022; 2945-012-00-019; 2945-012-00-015

Site Zoning: R-8

Project Description: Subdivide the 5 existing lots into 17 single family attached lots

Property Owner Information

Name: Marian Jacobson Living Trust

Street Address: 726 Golfmore Drive

City/State/Zip: GJ CO 81506

Business Phone #: 241-4000

E-Mail: ray@gjproperties.com

Fax #: n/a

Contact Person: Ray Rickard

Contact Phone #: 241-4000

Applicant Information

Name: Anatum LLC

Street Address: 2415 Red Ranch Dr

City/State/Zip: GJ CO 81505

Business Phone #: 241-4000

E-Mail: ray@gjproperties.com

Fax #: n/a

Contact Person: Ray Rickard

Contact Phone #: 241-4000

Representative Information

Name: Ciavonne, Roberts & Assoc.

Street Address: 222 Nth 7th Street

City/State/Zip: G.J. CO 81501

Business Phone #: 241-0745

E-Mail: ted@ciavonne.com

Fax #: n/a

Contact Person: Ted Ciavonne

Contact Phone #: 241-0745

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 1/31/19

Signature of Legal Property Owner | Date 30 Jan 19

Final Subdivision for The Court
2711 G Road, Grand Junction, CO 81505
April 11, 2019, Revised 11/11/19
General Project Rep

Project Overview
We are submitting a Final Plan for an infill project approximately 3.3 acres in size, with the address of 2711 G Road. The project is composed of five existing parcels, which is being subdivided into 17 multi-family lots with associated Tracts and ROW. Originally this project was seeking a rezone to R8, however with the City Code change allowing 5.5 DU/ Acre in an R5 zone, the decision was made to stay with R5.

A. Project Description
Location and Site Features

- The 'primary' address is 2711 G Road, although four of the existing parcels are addressed from Westcliff Dr. The property has a home and out buildings that will be removed, but is primarily vacant land with rolling terrain. There is a 25' ROW associated with Westcliff Drive that will need to be vacated.
- Surrounding land use is predominantly established subdivisions: The Villas to the south and west; Vintage 70 to the north; and Horizon Park to the east. All three are zoned PD. There is C1 to the south which has solar panels on it.
- Topography for the project varies approximately 10 feet, sloping mostly to the southeast.
- There is an irrigation ditch that runs through the property which will be piped.

B. Public Benefit:

- The Subdivision of these properties is consistent with the Persigo Agreement and the Future Land Use Plan;
- Development of vacant, in-fill properties is beneficial to the use of existing utilities and infrastructure;
- The development of these properties will reduce an existing curb cut onto G Road.

C. Neighborhood Meeting
Two Neighborhood Meetings were held on October 9 and November 8, 2018. The second meeting was a courtesy meeting. The Neighborhood Meeting sign-in sheets and notes were included with the Rezone Submittal, although the Rezone from R5 to R8 was ultimately abandoned.

D. Project Compliance, Compatibility, and Impact
1. Adopted Plans and/or Policies
   The Persigo Agreement
   The Future Land Use Plan
   City Subdivision Submittal Requirements
2. Surrounding Land Use
   The land surrounding the subject parcels is residential uses.
3. Site Access and Traffic

Site access will be from G Road. Part or all of the Westcliff ROW will need to be vacated. There is no outlet to this project.

4 & 5. Availability of Utilities and Unusual Demands

Sanitary Sewer: there is an 8" sewer along the south edge of the project.
Storm Sewer: there is existing 8" and 12" storm drain along the south edge of the project.
Water: there is existing 8" water in G Road.

6. Effects on Public Facilities

There are no special or unusual demands on public facilities.

7. Site Soils

No unusual or unexpected soil issues are present at the proposed site.

8. Site Geology and Geologic Hazards

Nothing unusual was encountered.

9. Hours of Operation

NA

10. Number of Employees

NA

11. Signage Plans

NA

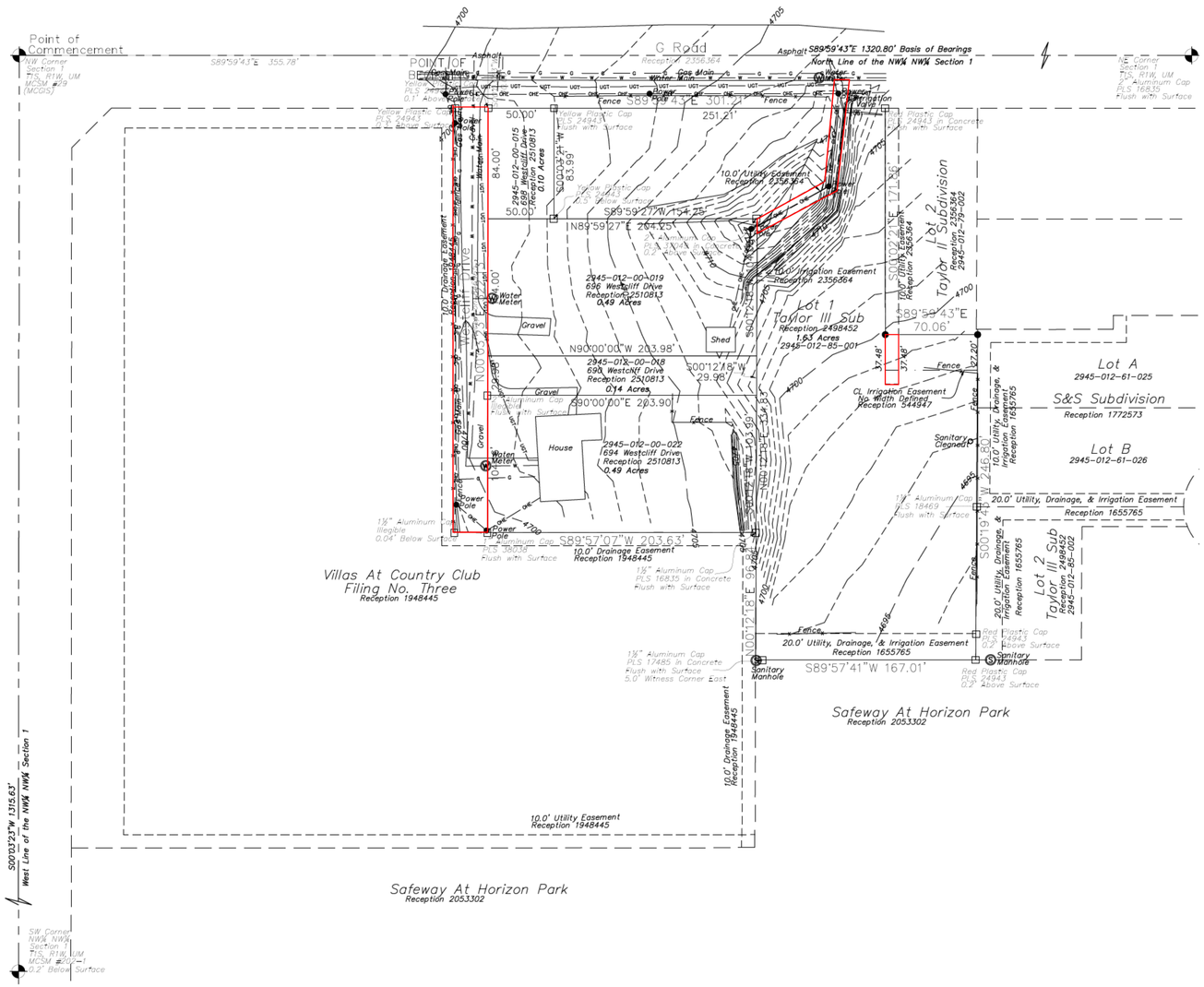
12. Irrigation

Available.

E. Development Schedule and Phasing

Winter 2019 / spring 2020

IMPROVEMENT SURVEY
OF THOSE PARCELS LOCATED IN
NW1/4 NW1/4 SECTION 1, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO



DESCRIPTION BY SURVEY

That property located in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) Section 1, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described by survey as follows:

Commencing at the Northwest corner of said NW¼ NW¼ said Section 1, whence the Northeast corner of said NW¼ NW¼ said Section 1 bears South 89°59'43" East, a distance of 1320.80 feet for a basis of bearings, with all bearings contained herein relative thereto; thence South 89°59'43" East, a distance of 355.78 feet; thence South 00°03'23" West, a distance of 40.00 feet to a point on the South right-of-way line of G Road as described in Reception Number 2356364 the POINT OF BEGINNING; thence South 89°59'43" East, a distance of 301.21 feet, along said South right-of-way line of G Road to the Northwest corner of Lot 2, Taylor II Subdivision, as shown on plat at Reception Number 2356364; thence South 00°02'21" East, a distance of 171.86 feet, along the West line of said Lot 2, Taylor II Subdivision; thence South 89°59'43" East, a distance of 70.06 feet, to a point on the West line of Lot A, S&S Subdivision, as shown on plat recorded at Reception 1772573, Mesa County records; thence South 00°19'43" West, a distance of 246.80 feet, along the West line of said S&S Subdivision and Lot 2, Taylor III Subdivision, as shown on plat recorded at Reception Number 2498452 (also being the East line of Lot 1, Taylor III Subdivision); thence South 89°57'41" West, a distance of 167.01 feet, along the South line of said Lot 1, Taylor III Subdivision (also being the North line of Safeway At Horizon Park, as shown on plat recorded at Reception 2053302) to a point on the East line of The Villas At Country Club, as shown on plat recorded at Reception 1948445, Mesa County records; thence North 00°12'18" East, a distance of 96.84 feet, along said East line said The Villas At Country Club to the Easterly Northeast corner of said The Villas At Country Club; thence South 89°57'07" West, a distance of 203.63 feet, along the Most Southerly North line of said The Villas At Country Club to a point at the Southeast corner of Westcliff Drive, as described at Reception 846965, Mesa County records; thence North 00°03'23" East, a distance of 322.13 feet, along said Easterly right-of-way line of said Westcliff Drive to the POINT OF BEGINNING.

Said parcel containing an area of 2.84 Acres, as herein described.

DESCRIPTION BY DEED

Those parcels located in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) Section 1, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described by deed recorded at Reception 2510813* as follows:

Parcel 1
Beginning at the Northwest Corner of the E3/4 of the NW1/4 of the NW1/4 of Section 1, Township 1 South, Range 1
West of the Ute Meridian;
thence East 75 feet;
thence South 124 feet;
thence West 75 feet;
thence North 124 feet to the Point of Beginning.
EXCEPT the West 25 feet for road right-of-way as granted to the County of Mesa by instrument recorded August 22, 1963 in Book 853 at Page 452.
County of Mesa, State of Colorado aka 698 Westcliff Drive (Parcel 2945-012-00-015)*

Parcel 2
Beginning at a point 228 feet South of the Northwest Corner of the E3/4 of the NW1/4 of the NW1/4 of Section 1,
Township 1 South, Range 1 West of the Ute Meridian;
thence East 229 feet;
thence South 30 feet;
thence West 229 feet;
thence North 30 feet to the point of beginning.
EXCEPT the West 25 feet for road right-of-way as granted to the County of Mesa by instrument recorded August 22, 1963 in Book 853 at Page 452.
County of Mesa, State of Colorado aka 690 Westcliff Drive (Parcel 2945-012-00-018)*

Parcel 3
Beginning at a point 124 feet South of the Northwest Corner of the E3/4 of the NW1/4 of the NW1/4 of Section 1,
Township 1 South, Range 1 West of the Ute Meridian;
thence East 229 feet;
thence South 104 feet;
thence West 229 feet;
thence North 104 feet to the Point of Beginning.
EXCEPT the West 25 feet for road right-of-way as granted to the County of Mesa by instrument recorded August 22, 1963 in Book 853 at Page 452.
County of Mesa, State of Colorado A aka 696 Westcliff Drive (Parcel 2945-012-00-019)*

Beginning 330 feet East and 258 feet South of the Northwest corner of Section
1, Township 1 South, Range 1 West of the Ute Meridian;
thence South 104 feet;
thence East 229 feet;
thence North 104 feet;
Thence West to the Point of Beginning,
EXCEPT road as described in Quit Claim Deed recorded in Book 853 on Page 452,
Mesa County, Colorado. aka 694 Westcliff Drive, Grand Junction CO 81506 (Parcel 2945-012-00-022)*

(Parcel 2945-012-85-001 described separately by plat)

Lot 1, Taylor III Subdivision as shown on plat recorded at Reception 2498452, Mesa County records

GENERAL NOTES

Easement and Title Information provided by Land Title Guarantee Company for Old Republic National Title Insurance Company, Order No. GJR6536568, dated July 17, 2018.

Basis of bearings is the North line of the NW¼ NW¼ of Section 1 which bears South 89°59'43" East, a distance of 1320.80 feet, established by observation of the MCGPS control network, which is based on the NAD 83 datum for Horizontal and NAVD 88 datum for Vertical Information. Both monuments on this line are Aliquot Survey Markers, as shown on the face of this plat.

All lineal units shown hereon in U.S. Survey feet.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS 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 CERTIFICATION SHOWN HEREON.

LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- FOUND REBAR, AS NOTED
- SET 2" ALUMINUM CAP ON 24" No. 5 REBAR, PLS 24953

SCALE: 1"=50'

0 25 50 100

LAND SURVEY DEPOSITS

MESA COUNTY SURVEYOR'S OFFICE

BOOK _____ PAGE _____

DATE _____

DEPOSIT NO. _____

Prepared for:
ANATUM, LLC

SURVEYOR'S CERTIFICATIONCERTIFICATION

I hereby certify that this plat represents a field survey completed under my direct supervision during December 2018, and that both conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either express or implied.

Preliminary

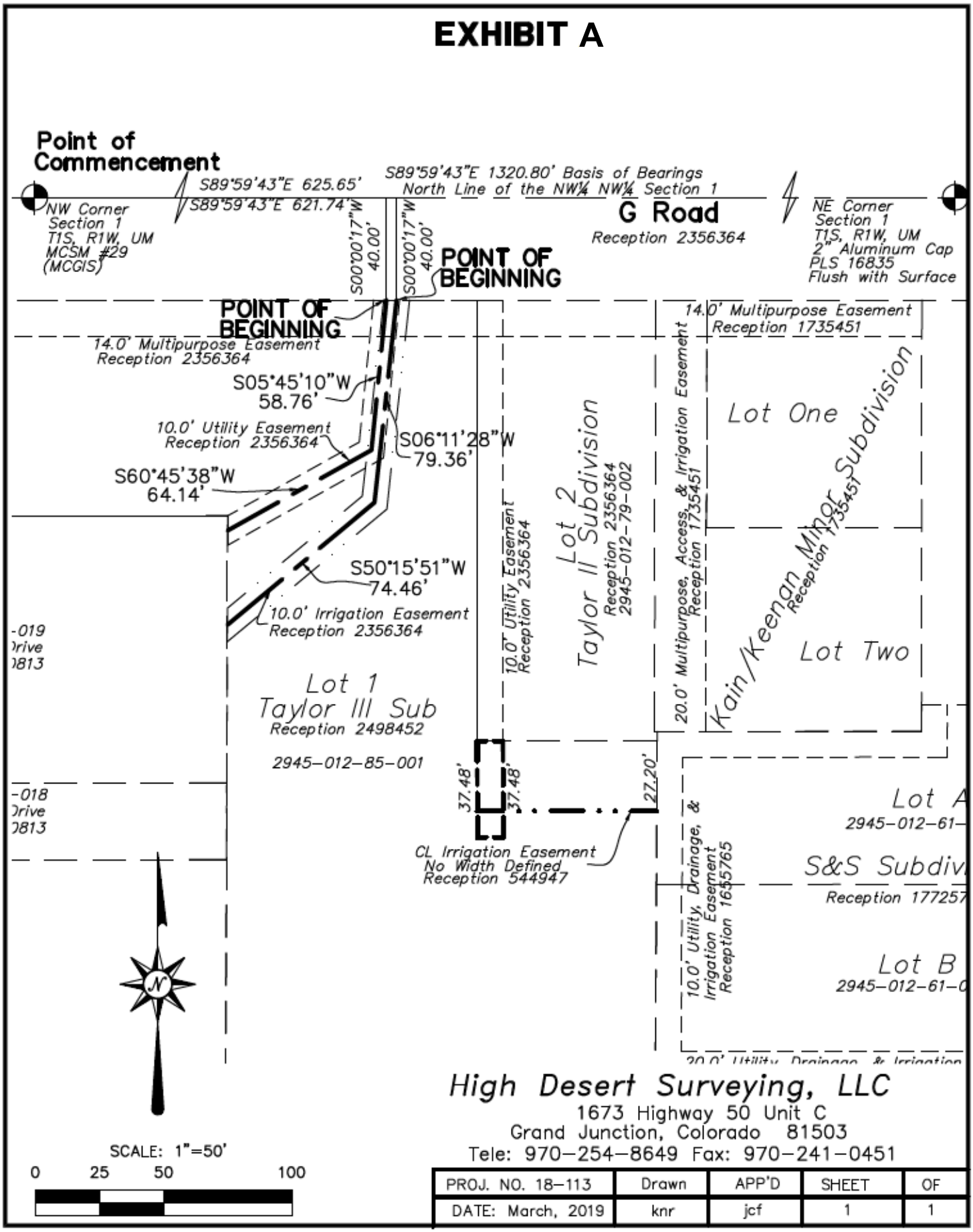
Jeffrey C. Fletcher
COLORADO PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 24953

IMPROVEMENT SURVEY
NW¼ NW¼ SECTION 1
T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Telephone: 970-254-8649 Fax 970-241-0451

PROJ. NO. 18-113	SURVEYED	DRAWN	CHK'D	SHEET	OF
DATE: December, 2018	be	AHV	JCF	1	1

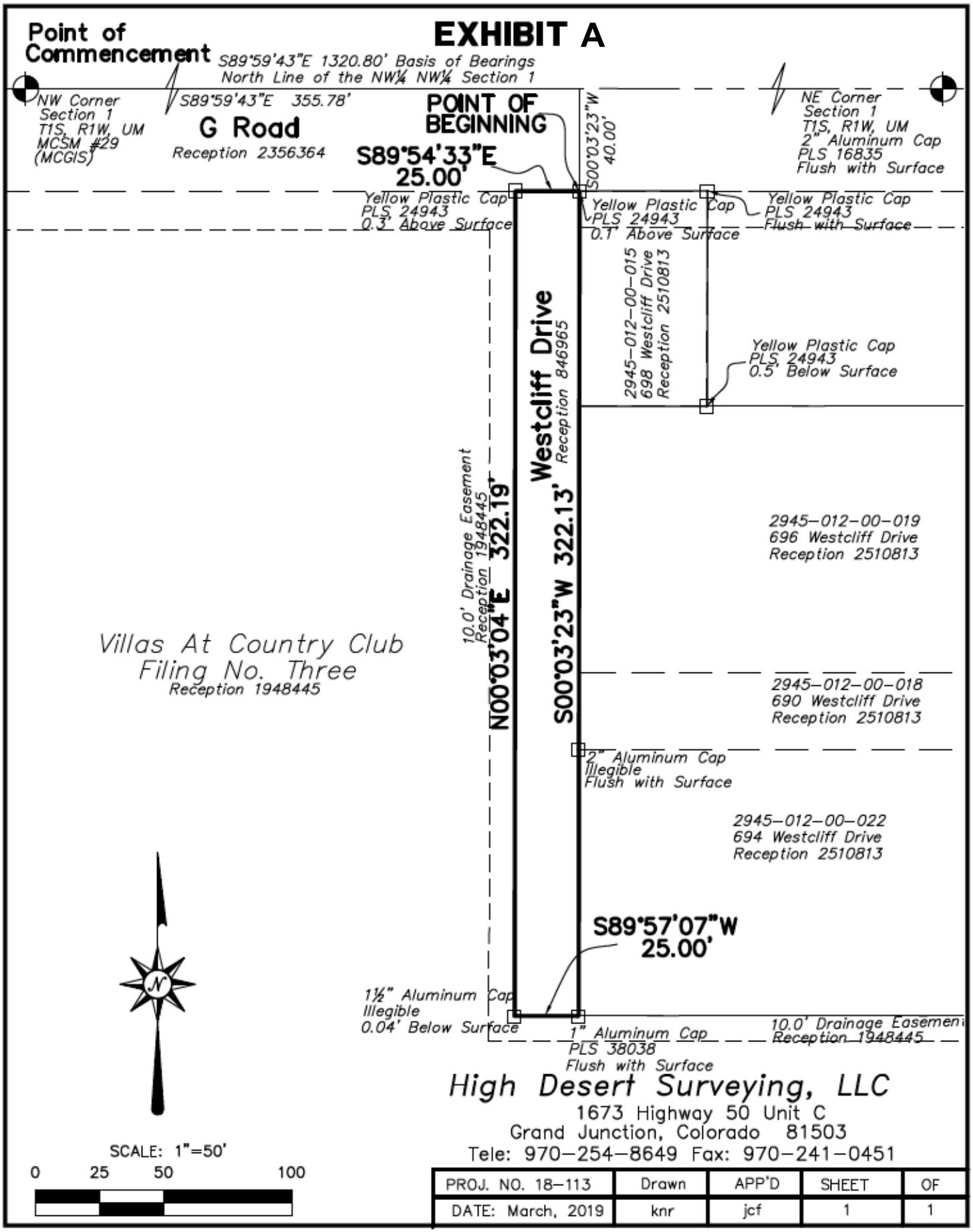
EXHIBIT A



High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 18-113	Drawn	APP'D	SHEET	OF
DATE: March, 2019	knr	jcf	1	1

EXHIBIT A



High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 18-113	Drawn	APP'D	SHEET	OF
DATE: March, 2019	knr	jcf	1	1

Exhibit 4

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

A RESOLUTION VACATING TWO 10-FOOT WIDE UTILITY EASEMENTS LOCATED WITHIN LOT 2, TAYLOR II SUBDIVISION

LOCATED AT 2711 G ROAD

RECITALS:

A vacation of two publicly dedicated 10' wide Utility Easements has been requested by the developer, Anatum LLC in anticipation of future residential development.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate 10' public Utility Easements is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Zoning & Development Code.

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

The following described portion(s) of publicly dedicated Utility Easements are hereby vacated subject to the listed conditions:

1. Applicant shall pay all recording/documentary fees for the Vacation Resolution, any easement documents and/or dedication documents.

Portion of Public Utility Easements to be vacated:

That ten-foot-wide Utility Easement as described on the plat of TAYLOR II SUBDIVISION as shown on plat recorded at Reception 2356364 located in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) Section 1, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows: Commencing at the Northwest corner of said NW¼ NW¼ said Section 1, whence the Northeast corner of said NW¼ NW¼ said Section 1 bears South 89°59'43" East, a distance of 1320.80 feet for a basis of bearings, with all bearings contained herein relative thereto; thence South 89°59'43" East, a distance of 621.74 feet; thence South 00°00'17" West, a distance of 40.00 feet to a point on the South right-of-way line of G Road as described in Reception Number 2356364, the POINT OF BEGINNING; thence South 05°45'10" West, a distance of 58.76 feet; thence South 60°45'38" West, a distance of

64.14 feet to the POINT OF TERMINUS, with the sidelines being lengthened or foreshortened as necessary.

And also

That ten-foot-wide Utility Easement as described on the plat of TAYLOR II SUBDIVISION as shown on plat recorded at Reception 2356364 located in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) Section 1, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:
All of that Portion of the Ten Foot Wide Utility Easement being in Lot 1 of said TAYLOR II SUBDIVISION, that lies along the West Line of Lot 2, said TAYLOR II SUBDIVISION.

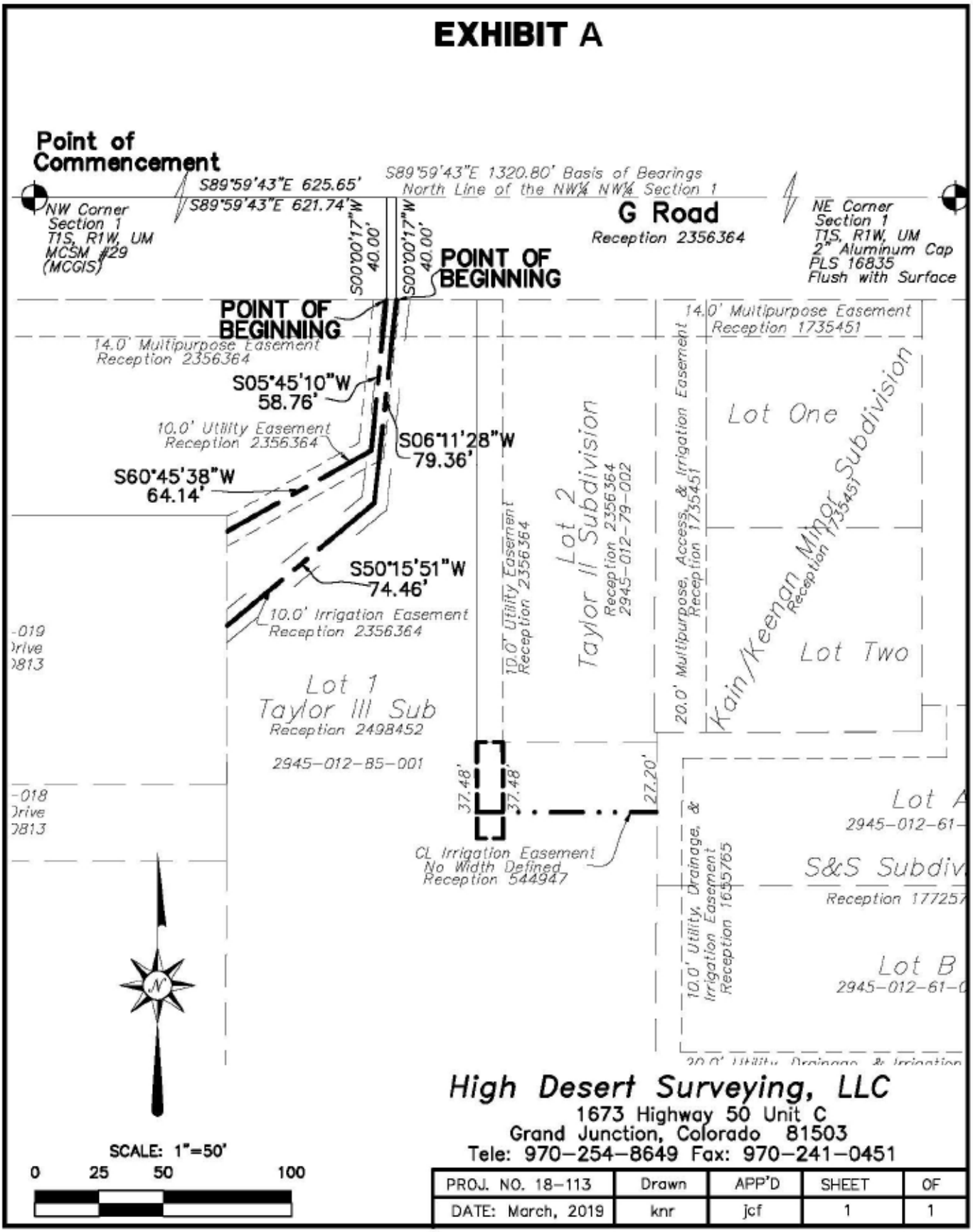
PASSED and ADOPTED this _____ day of _____, 2019

ATTEST:

_____
President of City Council

_____
City Clerk

EXHIBIT A



High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 18-113	Drawn	APP'D	SHEET	OF
DATE: March, 2019	knr	jcf	1	1

GRAND JUNCTION PLANNING COMMISSION
December 10, 2019 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00pm by Vice Chair Bill Wade.

Those present were Planning Commissioners; Vice Chair Bill Wade, George Gatseos, Kathy Deppe, Keith Ehlers, Sam Susuras and Ken Scissors.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), Senta Costello (Associate Planner), and Jace Hochwalt (Associate Planner).

There were approximately 11 citizens in the audience.

CONSENT AGENDA

Commissioner Susuras moved to adopt Consent Agenda items #1-6. Commissioner Gatseos seconded the motion. Motion carried unanimously 6-0.

1. **Approval of Minutes**
   a. Minutes of the November 12, 2019 Regular Meeting.

2. **Rivertown Center – Vacation of Utility Easement File # VAC-2019-562**
   Consider a request by DRK Associates to vacate the south 4 feet of the 14-foot Multi-Purpose Easement along Dewey Place located on a property at 2566 Patterson Road.

3. **Court on G Road Subdivision – Vacation of Public Right-of-Way File #VAC-2019-646**
   Consider a request by Anatum, LLC to vacate the undeveloped Westcliff Drive Public Right-of-Way of 322.19 lineal feet as part of the development of the proposed Court on G Subdivision located south of G Road and east of 27 Road.

4. **Court on G Road Subdivision – Vacation of Utility Easement File # VAC-2019-647**
   Consider a request by Anatum, LLC, to vacate two 10-foot public utility easements located at 2711 G Road.

5. **Hoffman III Subdivision – Vacation of Utility Easement File # VAC-2019-589**
   Consider a request by Habitat for Humanity to vacate a public utility easement located on parcel 2943-212-06-100 and Hoffman Subdivision Filing II.

6. **Grand Falls Townhomes – Vacation of Public Easements File # VAC-2019-652**
Consider a request by Corey Bendetti to vacate public easements on a 1.26-acre parcel located at 588 North Grand Falls Court.

REGULAR AGENDA

1. **Grand Falls Townhomes – Rezone File # RZN-2019-649**
Consider a request by Corey Bendetti to rezone 1.26-acres from PD (Planned Development) to R-8 (Residential 8 units per acre).

Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
None.

Applicant's Presentation
Jim Atkinson, Vortex Engineering, spoke on behalf of the Applicant regarding the request.

Public Comment
The public hearing was opened at 6:13pm.

None.

The public hearing was closed at 6:14pm.

Motion and Vote
Commissioner Susuras made the following motion, "Mister Chairman, on the Rezone request RZN-2019-649 I move that the Planning Commission forward a recommendation of approval with the findings of fact listed in the staff report."

Commissioner Gatseos seconded the motion. The motion carried 6-0.

2. **Casas de Luz – Planned Development Amendment File # PLD-2010-259**
Consider a request by Dynamic Investments Inc., to amend the phasing schedule for the Casas de Luz Planned Development and associated Outline Development Plan.

Staff Presentation
Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
Commissioner Ehlers asked Staff for clarification regarding the request and a versus editing the original approved plan.

Commissioner Wade asked Staff for clarification regarding PD extensions.

Applicant's Presentation
The Applicant, Robert Stubbs, Dynamic Investments, Inc., was present and did not make a comment.

Public Comment
The public hearing was opened at 6:26pm.

Russ Carson and Patricia McVane made comments in opposition of the request.

The Applicant, Robert Stubbs, Dynamic Investments, Inc., responded to public comment.

Commissioner Deppe asked a question regarding the Planned Development.

The public hearing was closed at 6:38pm.

Discussion
Commissioner Gatseos, Ehlers, and Wade made comments in support of the request.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Casas de Luz request to amend the phasing schedule of the previously approved Planned Development, located at West Ridges Boulevard and School Ridge Road, City file number PLD-2010-259, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as provided within the staff report."

Commissioner Susuras seconded the motion. The motion carried 6-0.

3. 1221 Wellington Avenue – Rezone File # RZN-2019-598
Consider a request by John Poorey, Baseline Capital Investments, LLP, to rezone 1.81-acres from R-24 (Residential 24 units per acre) to B-1 (Neighborhood Business).

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
None.

Applicant's Presentation
Bill Plock, Baseline Capital Investments, LLP, owner, was present and did not make a comment.

Public Comment
The public hearing was opened at 6:52pm.

None.

The public hearing was closed at 6:52pm.

Questions for Staff
None.

Discussion
None.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Rezone request to B-1 for the property located at 1221 Wellington Avenue, City file number RZN-2019-598, 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 Susuras seconded the motion. The motion carried 6-0.

4. **Drinking Establishment/Brewery – Zoning Code Amendment File # ZCA-2019-644**
Consider a request by the City of Grand Junction to amend various sections of the Zoning and Development Code (Title 21) related to drinking establishments.

Staff Presentation
Jace Hochwalt, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Ehlers asked a question regarding the absence of a "winery, tasting room" component in the proposed definition.

DRAFT

Tamra Allen, Community Development Director, explained the use of "winery" being consistent with an agricultural use, and tasting room could be categorized with "drinking establishment."

Commissioner Scissors asked a question regarding the necessity of the CUP process being required in the I-O, I-1 and I-2 zone districts.

Mr. Hochwalt and Ms. Allen responded to Commissioner Scissors.

Public Comment
The public hearing was opened at 7:19pm.

None.

The public hearing was closed at 7:20pm.

Discussion
Commissioner Gatseos made a comment in support of this request.

Motion and Vote
Commissioner Ehlers made the following motion, "Mister Chairman, on the Zoning and Development Code Amendments, ZCA-2019-644, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report."

Commissioner Scissors seconded the motion. The motion carried 6-0.

5. Other Business

None.

6. Adjournment

The meeting was adjourned at 7:22pm.

DRAFT

Grand Junction Planning Commission

Regular Session

Item #3.d.

Meeting Date: December 18, 2019

Presented By: Senta Costello, Planner

Department: Community Development

Submitted By: Senta Costello, Associate Planner

Information

SUBJECT:

A Resolution to Vacate a Portion of a 14-foot Wide Multi-Purpose Easement Located Within Lot 1, Patterson Place Subdivision Located at 2566 Patterson Road

RECOMMENDATION:

Planning Commission heard this item at its December 10, 2019 meeting and recommended approval (6-0) of the request.

EXECUTIVE SUMMARY:

The Applicant, DRK Associates LLC, is requesting the vacation of a portion (1,938 sq. ft.) of a public Multi-Purpose Easement on the property located at 2566 Patterson Road. The Applicant recently started preliminary planning for submittal of a Site Plan Review application to construct a new office on the northern portion of the site, however during that process, it was determined that the southern 4-foot of an existing 14-foot wide Multi-Purpose Easement encroaches and conflicts with the required 10-foot maximum front yard setback.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property located between Patterson Road and Dewey Place located at 2566 Patterson Road just east of 25 ½ Road currently contains a 14-foot wide Multi-Purpose Easement along the north property line bordering Dewey Place. This existing 14-foot wide Multi-Purpose Easement was dedicated with the Patterson Place Subdivision Plat recorded in 2017 (Reception No. 2796016). This portion of the property is zoned MXG-3 which has a maximum front setback of 10 feet. The 10-foot

maximum setback conflicts with the 14-foot multi-purpose easement and as such, the Applicant is requesting to vacate the southern 4-foot portion (1,938 sq. ft.) of this existing 14-foot-wide multi-purpose easement in order to have proposed buildings be able to meet the requirements of the zone district.

The multi-purpose easement does not currently have any utilities located within it. There were no concerns from the City of Grand Junction Development Engineer and the various public utilities regarding the ability to adequately provide any utilities in the future should it be necessary.

NOTIFICATION REQUIREMENTS

Neighborhood Meeting:

A Neighborhood Meeting is not required for an easement vacation and no utility companies voiced opposition to the vacation of the proposed 4-foot portion of the multi-purpose easement.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on September 26, 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 November 27, 2019. The notice of this public hearing was published December 3, 2019 in the *Grand Junction Daily Sentinel*.

ANALYSIS

The criteria for review is set forth in Section 21.02.100 (c) of the Zoning & Development Code. The purpose of this section is to permit the vacation of surplus rights-of-way and/or easements.

(1) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City;

The request to vacate a portion of an existing 14-foot wide Multi-Purpose Easement does not conflict with the Comprehensive Plan, Grand Valley Circulation Plan or other adopted plans and policies of the City. The vacation of a portion of this easement will have no impact on public facilities or services provided to the general public; public utilities/services have reviewed the request and had no concerns in their ability to provide services or access to their infrastructure. Therefore, staff has found this criterion has been met.

Further, the vacation request is consistent with the following goals and policies of the Comprehensive Plan:

Goal 1 / Policy C: The City will make land use and infrastructure decisions consistent

with the goal of supporting and encouraging the development of centers.

Goal 11 / Policy A: The City will plan for the locations and construct new public facilities to serve the public health, safety and welfare, and to meet the needs of existing and future growth.

(2) No parcel shall be landlocked as a result of the vacation;
This is a request to only vacate a portion of an existing multi-purpose easement. As such, no parcels will be landlocked as a result of the proposed vacation. Therefore, staff has found this criterion has been met.

(3) Access to any parcel shall be not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;

No adverse comments concerning the proposed vacation were received from the utility review agencies or the adjacent property owners indicating that the requested vacation will restrict access or reduce or devalue any property. This request does not impact access to any parcel and as such, staff finds this criterion has been met.

(4) There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services;
There will be no adverse impacts to the general community and the quality of public facilities and services provided will not be reduced due to the proposed vacation. There are not currently utilities within the multi-purpose easement and public utilities/services have reviewed the request and had no concerns in their ability to provide services or access to their infrastructure, Staff therefore finds this criterion has been met.

(5) The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and
The provision of adequate public facilities and services shall not be inhibited to any property as a result of the proposed vacation request as the portion of the Multi-purpose easement would not affect any other adjacent property or use. There are not currently utilities within the multi-purpose easements. Public utilities/services have reviewed the request and had no concerns in their ability to provide services or access to their infrastructure in the future. The City is currently re-evaluating the standards for a Multi-Purpose easement with the utility providers, including reducing the typical depth dimension down to 10 feet or less; the current 14 feet standard is considered to be antiquated and unnecessary. In this case, the 10-foot MPE appears to be of a sufficient width to accommodate future utilities. Therefore, Staff finds that this criterion has been met.

(6) The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

Maintenance requirements for the City will not substantially change as a result of the proposed vacation as only a small portion of the existing easement will be eliminated. Therefore, Staff finds that this criterion has been met.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Rivertown Center Easement Vacation request, VAC-2019-562, located at 2566 Patterson Road, the following findings of fact have been made:

1. The request conforms with Section 21.02.100 (c) of the Zoning and Development Code.

Therefore, Staff recommends approval of the requested vacation.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 89-19, a resolution vacating a portion of a 14-foot wide multi-purpose easement located within lot 1, Patterson Place Subdivision located at 2566 Patterson Road.

Attachments

1. Exhibit List - Rivertown - MPE vacation - PC
2. Exhibit 2 - SITE LOCATION and MAPS
3. Exhibit 3 - Development Application
4. Exhibit 4 - Vacation Resolution
5. Planning Commission Minutes - 2019 - December 10 - Draft

EXHIBIT LIST

Zoning Code Amendments
FILE NO. VAC-2019-562

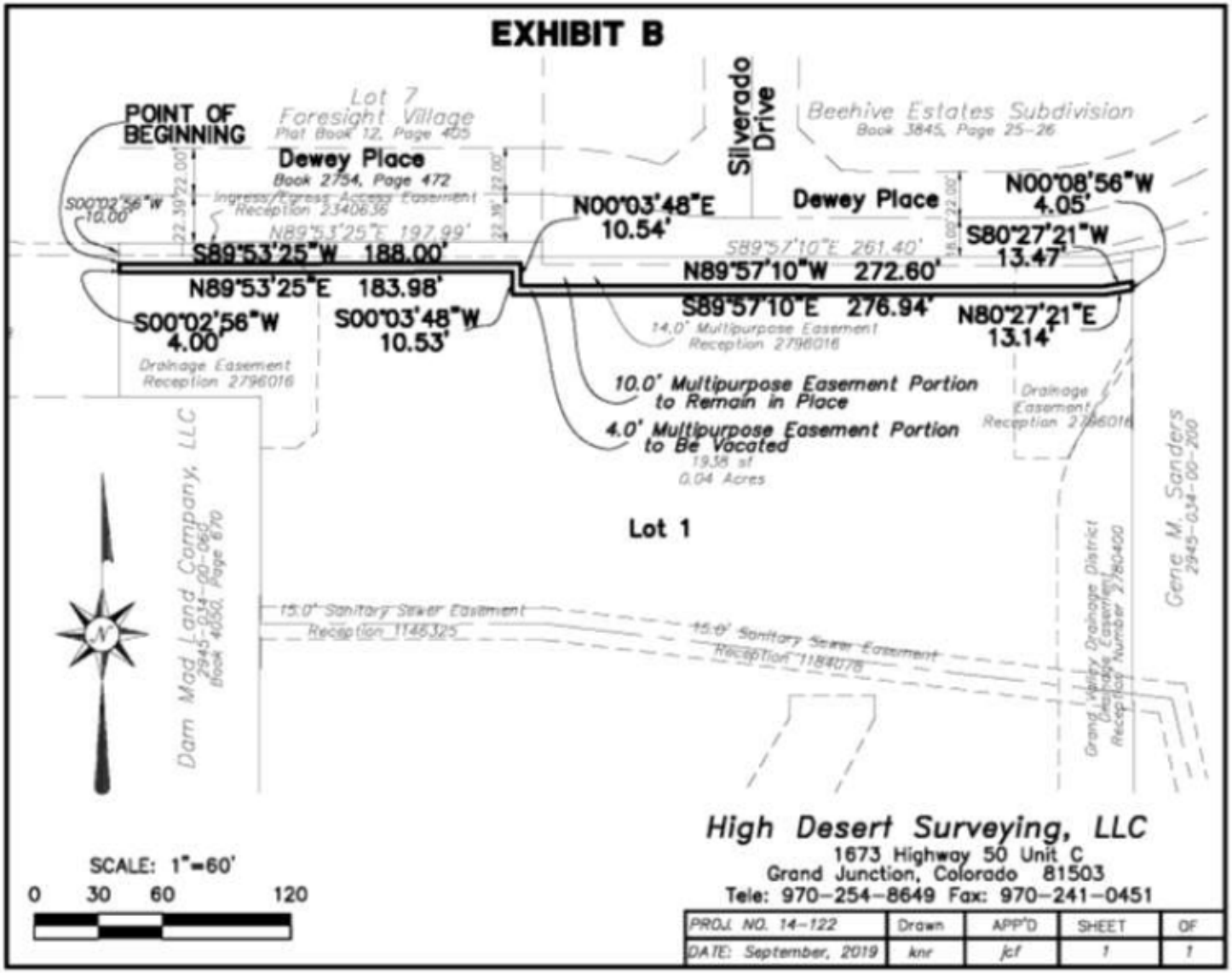
Exhibit Item #	Description
1	Staff Report dated December 10, 2019
2	Site Location & Aerial Photo Maps
3	Development Application dated September 25, 2019
4	City Council Vacation Resolution
5	Staff Powerpoint Presentation dated December 10, 2019

Exhibit 2

SITE LOCATION



EASEMENT LOCATION



City of Grand Junction COLORADO
PUBLIC WORKS & PLANNING

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: Vacation - Easement

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

Existing Land Use Designation | Existing Zoning

Proposed Land Use Designation | Proposed Zoning

Property Information

Site Location: 2566 Patterson Road G.J. CO 81505 | Site Acreage: 3.39 Acres

Site Tax No(s): 2945-034-73-001 | Site Zoning: MXG-3/MXS-3

Project Description: Vacate 4' of the 14' MPE on Dewey Place. Current zoning requires a 10' MPE

Property Owner Information	Applicant Information	Representative Information
Name: DRK Associates LLC	Name: DRK Associates LLC	Name: Ciavonne, Roberts Assoc
Street Address: ~~2355 Yellow Cat~~ 2651 Continental Dr.	Street Address: 131 Nth 6th Street, ste 300	Street Address: 222 Nth 7th St
City/State/Zip: G.J. CO 81507~~6~~	City/State/Zip: G.J. CO 81501	City/State/Zip: GJ, CO 81501
Business Phone #:	Business Phone #: 244-6615	Business Phone #: 241-0745
E-Mail: dsbeede@bresnan.net	E-Mail: dbeede@cbcwest.com	E-Mail: ted@ciavonne.com
Fax #: N/A	Fax #: N/A	Fax #: n/a
Contact Person: Dale Beede	Contact Person: Dale Beede	Contact Person: Ted Ciavonne
Contact Phone #: 970-250-9500	Contact Phone #: 244-6615 or 250-9500	Contact Phone #: 241-0745

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: Dale Beede | Date: 9/25/19

Signature of Legal Property Owner: Dale Beede | Date: 9/25/19

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) DRK Associates LLC ("Entity") is the owner of the following property:

(b) 2566 Patterson Road G.J. CO 81505 (2945-034-73-001)

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) Managing member 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.

- [x] 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:

- [x] The Entity is the sole owner of the property.
- [ ] The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Vacation-Easement

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: [signature]

Printed name of person signing: Dale T. Beede

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 25th day of September, 2019

by Dale T. Beede

Witness my hand and seal.

My Notary Commission expires on 7-23-22

CHARLES F. REAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19904009030
My Commission Expires July 23, 2022

[signature]
Notary Public Signature

Rivertown Center
Vacation of Easement on Dewey Place
September 25, 2019
Project Description

Project Overview
There are 3.39 acres located on 2566 Patterson Road, which is owned and slated to be developed DRK Associates LLC. This property sets between Patterson Road (on the south) and Dewey Place (on the north). The property is zoned MXS-3 along Patterson and MXG-3 along Dewey.

This proposal is to vacate the southern 4' of the platted 14' MPE along Dewey Place. The building setback requirement under an MXG-3 zone is 10', forcing this request for vacation.

A. Project Description
Location and Site Features

- The parcel is located on the north side of Paterson Road, east of 25 ½ Road. The property is in the City.
- There is an 18" sewer main in Patterson Road as well as an existing 8" sewer main in Dewey Place. There is an 8" water main in Patterson Road and Dewey Place.
- The existing homes that were on this property have all since been demolished and removed.
- The site is generally flat, sloping northwest.
- There is a drainage ditch that defines the east boundary of the property.

Existing Zoning

- The parcel is zoned MXG-3/MXS-3.

B. Public Benefit:

- The removal of unnecessary MPE easement;
- The ability for future structures to have smaller front setbacks, as encouraged by the zoning;
- Infill development that utilizes existing infrastructure;

C. Neighborhood Meeting
A Neighborhood Meeting is not required for this type of submittal.

D. Project Compliance, Compatibility, and Impact
1. Adopted Plans and/or Policies

The Future Land Use Plan; the Land Development Code.

2. Surrounding Land Use

Surrounding land use /zoning is Multi-family/Single Family residence to the north, Single Family Residence to the east; Professional Services/multi-family to the west and Patterson Road abutting the south.

3. Site Access and Traffic

There are currently multiple access points, one off of Dewey Place and soon-to-be abandoned residential curb cuts off of Patterson Road. Ultimately there will be one ingress and two egress access points from Patterson into this property.

4 & 5. Availability of Utilities and Unusual Demands

Sanitary Sewer: Sewer is provided by the City of Grand Junction. There is an existing main line in Patterson Road and Dewey Place.

Domestic water will be provided by Ute Water.

6. Effects On Public Facilities

Future development of these properties will have expected, but not unusual impacts on the fire department, police department, and the public school system.

7. Site Soils

No unusual or unexpected soil issues are present at the proposed site.

8. Site Geology and Geologic Hazards

N/A

9. Hours of Operation N/A

10. Number of Employees N/A

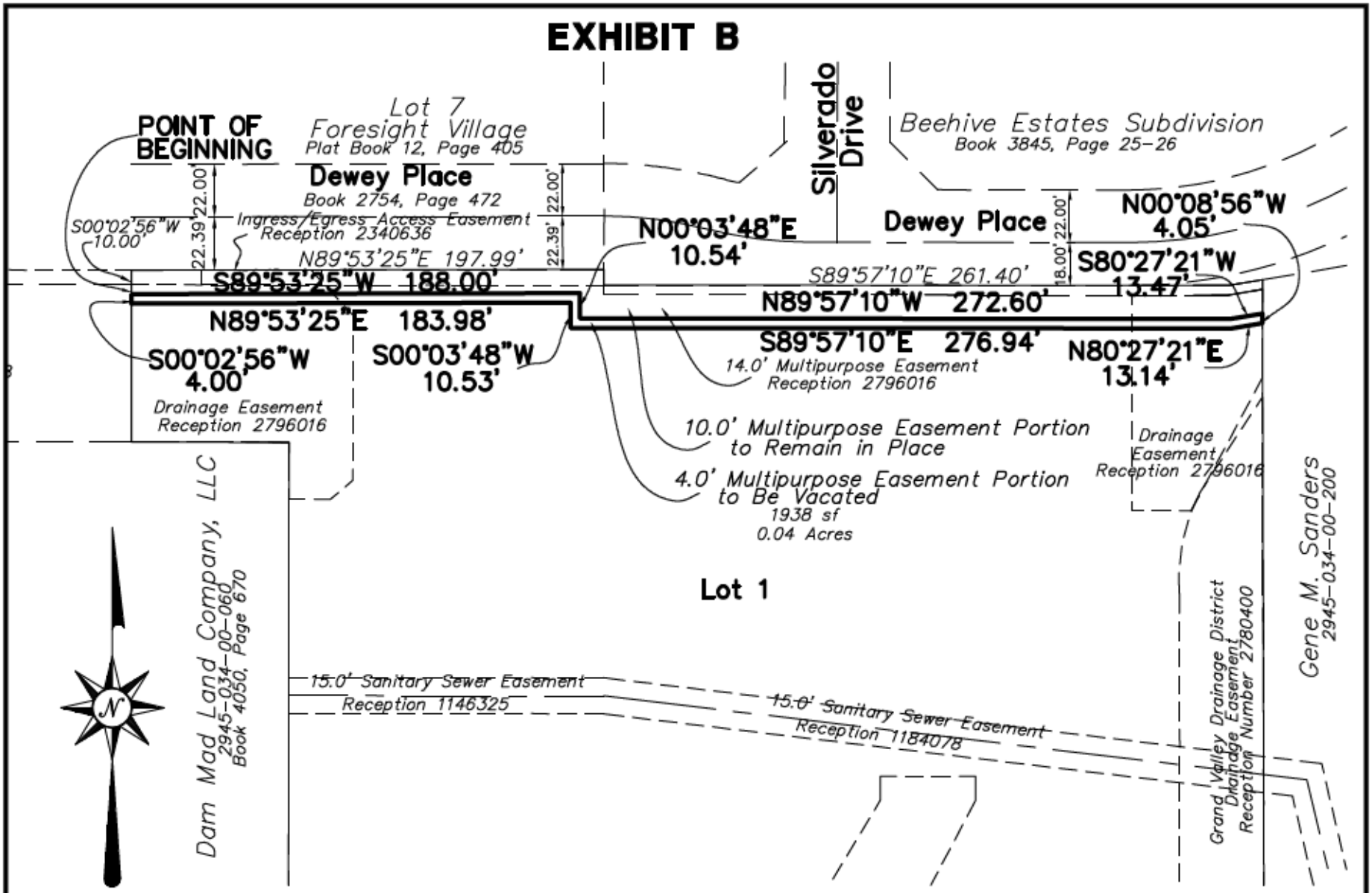
11. Signage Plans N/A

12. Irrigation

E. Development Schedule and Phasing

- Submit Easement Vacation – September 2019
- Submit Major Site Plan – October 2019

EXHIBIT B



SCALE: 1"=60'

0 30 60 120

High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 14-122	Drawn	APP'D	SHEET	OF
DATE: September, 2019	knr	jcf	1	1

EXHIBIT A

14.0' MULTIPURPOSE EASEMENT PARTIAL VACATION

That real property located in part of the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section 3, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, and being the South four feet (4.0') of the North fourteen feet (14.0') of Lot 1, PATTERSON PLACE SUBDIVISION as shown on plat recorded at Reception 2796016, Mesa County records.
Said parcel containing an area of 1938 Square Feet, 0.04 Acres, as herein described.

14-122 Patterson Place Easement Vacation Description.doc/knr
Prepared by:
Jeffrey C. Fletcher PLS 24953
High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503

Exhibit 4

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

A RESOLUTION VACATING A PORTION OF A 14' WIDE MULTI-PURPOSE EASEMENT LOCATED WITHIN LOT 1, PATTERSON PLACE SUBDIVISION

LOCATED AT 2566 PATTERSON ROAD

RECITALS:

A vacation of a portion of a publicly dedicated 14' wide Multi-Purpose Easement has been requested by the developer, DRK Associates in anticipation of future commercial development.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate a portion of a public 14' wide Multi-Purpose Easement is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Zoning & Development Code.

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

The following described portion of a publicly dedicated Multi-Purpose Easement is hereby vacated subject to the listed conditions:

1. Applicant shall pay all recording/documentary fees for the Vacation Resolution, any easement documents and/or dedication documents.

Portion of Public Multi-Purpose Easement to be vacated:

That real property located in part of the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section 3, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, and being the South four feet (4.0') of the North fourteen feet (14.0') of Lot 1, PATTERSON PLACE SUBDIVISION as shown on plat recorded at Reception 2796016, Mesa County records.

Said parcel containing an area of 1938 Square Feet, 0.04 Acres, as herein described.

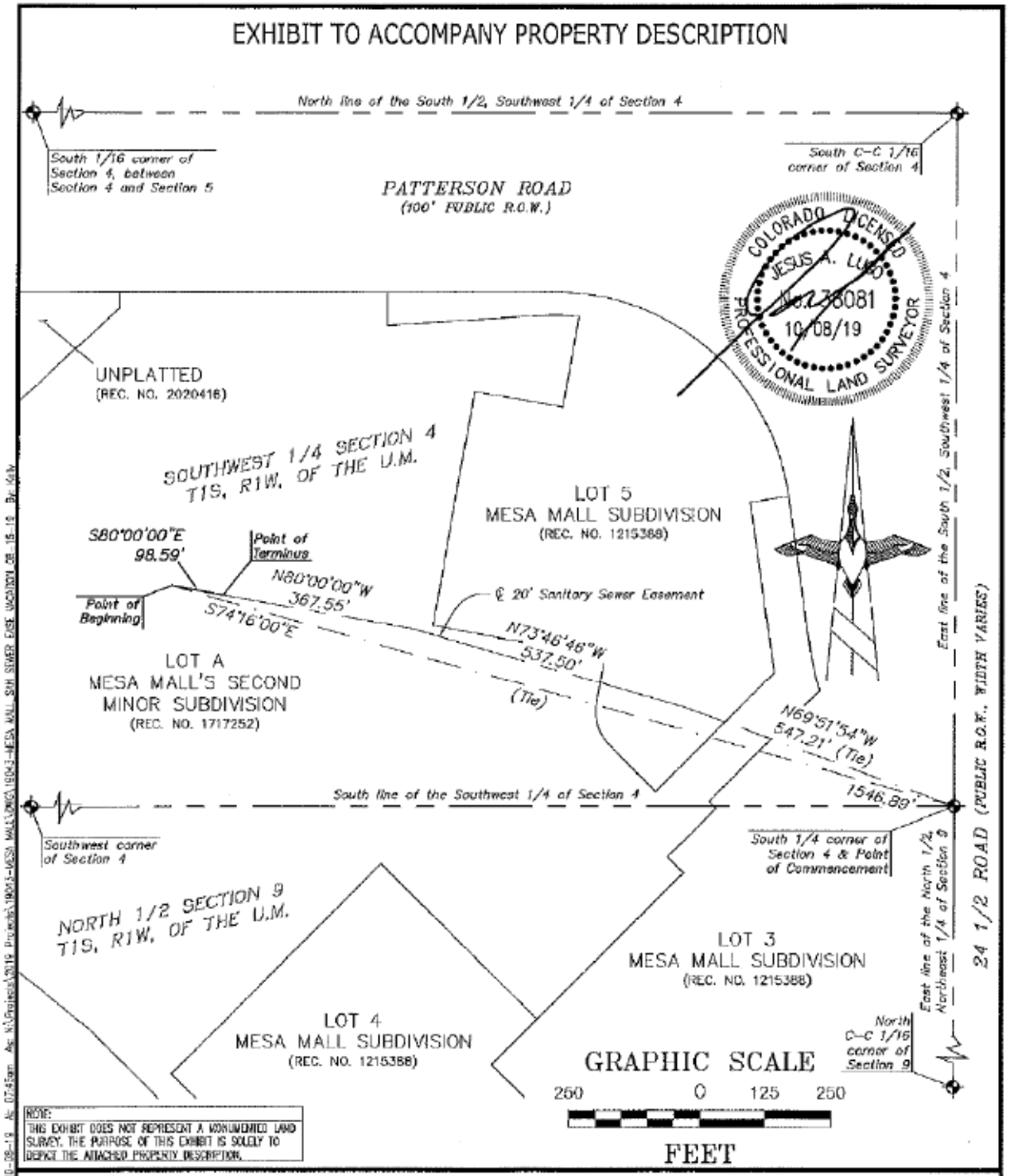
PASSED and ADOPTED this _____ day of _____, 2019

ATTEST:

President of City Council

City Clerk

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. THE PURPOSE OF THIS EXHIBIT IS SOLELY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

ALTURA
LAND CONSULTANTS
6950 S. Tucson Way, Unit C Centennial, CO 80112 Phone: (720) 488-1303

JOB NO. 19043
DATE: 08/16/19
SCALE: 1" = 250'

Last Saved On: 10-08-19 At: 07:45am As: N:\Projects\2019 Projects\19043-MESA MALL\DWG\19043-MESA MALL SW SEWER EASE WORKING 08-15-19 By: Kelly

GRAND JUNCTION PLANNING COMMISSION
December 10, 2019 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00pm by Vice Chair Bill Wade.

Those present were Planning Commissioners; Vice Chair Bill Wade, George Gatseos, Kathy Deppe, Keith Ehlers, Sam Susuras and Ken Scissors.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), Senta Costello (Associate Planner), and Jace Hochwalt (Associate Planner).

There were approximately 11 citizens in the audience.

CONSENT AGENDA

Commissioner Susuras moved to adopt Consent Agenda items #1-6. Commissioner Gatseos seconded the motion. Motion carried unanimously 6-0.

1. **Approval of Minutes**
   a. Minutes of the November 12, 2019 Regular Meeting.

2. **Rivertown Center – Vacation of Utility Easement File # VAC-2019-562**
   Consider a request by DRK Associates to vacate the south 4 feet of the 14-foot Multi-Purpose Easement along Dewey Place located on a property at 2566 Patterson Road.

3. **Court on G Road Subdivision – Vacation of Public Right-of-Way File #VAC-2019-646**
   Consider a request by Anatum, LLC to vacate the undeveloped Westcliff Drive Public Right-of-Way of 322.19 lineal feet as part of the development of the proposed Court on G Subdivision located south of G Road and east of 27 Road.

4. **Court on G Road Subdivision – Vacation of Utility Easement File # VAC-2019-647**
   Consider a request by Anatum, LLC, to vacate two 10-foot public utility easements located at 2711 G Road.

5. **Hoffman III Subdivision – Vacation of Utility Easement File # VAC-2019-589**
   Consider a request by Habitat for Humanity to vacate a public utility easement located on parcel 2943-212-06-100 and Hoffman Subdivision Filing II.

6. **Grand Falls Townhomes – Vacation of Public Easements File # VAC-2019-652**
Consider a request by Corey Bendetti to vacate public easements on a 1.26-acre parcel located at 588 North Grand Falls Court.

REGULAR AGENDA

1. **Grand Falls Townhomes – Rezone File # RZN-2019-649**
Consider a request by Corey Bendetti to rezone 1.26-acres from PD (Planned Development) to R-8 (Residential 8 units per acre).

Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
None.

Applicant's Presentation
Jim Atkinson, Vortex Engineering, spoke on behalf of the Applicant regarding the request.

Public Comment
The public hearing was opened at 6:13pm.

None.

The public hearing was closed at 6:14pm.

Motion and Vote
Commissioner Susuras made the following motion, "Mister Chairman, on the Rezone request RZN-2019-649 I move that the Planning Commission forward a recommendation of approval with the findings of fact listed in the staff report."

Commissioner Gatseos seconded the motion. The motion carried 6-0.

2. **Casas de Luz – Planned Development Amendment File # PLD-2010-259**
Consider a request by Dynamic Investments Inc., to amend the phasing schedule for the Casas de Luz Planned Development and associated Outline Development Plan.

Staff Presentation
Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
Commissioner Ehlers asked Staff for clarification regarding the request and a versus editing the original approved plan.

Commissioner Wade asked Staff for clarification regarding PD extensions.

Applicant's Presentation
The Applicant, Robert Stubbs, Dynamic Investments, Inc., was present and did not make a comment.

Public Comment
The public hearing was opened at 6:26pm.

Russ Carson and Patricia McVane made comments in opposition of the request.

The Applicant, Robert Stubbs, Dynamic Investments, Inc., responded to public comment.

Commissioner Deppe asked a question regarding the Planned Development.

The public hearing was closed at 6:38pm.

Discussion
Commissioner Gatseos, Ehlers, and Wade made comments in support of the request.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Casas de Luz request to amend the phasing schedule of the previously approved Planned Development, located at West Ridges Boulevard and School Ridge Road, City file number PLD-2010-259, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as provided within the staff report."

Commissioner Susuras seconded the motion. The motion carried 6-0.

3. 1221 Wellington Avenue – Rezone File # RZN-2019-598
Consider a request by John Poorey, Baseline Capital Investments, LLP, to rezone 1.81-acres from R-24 (Residential 24 units per acre) to B-1 (Neighborhood Business).

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
None.

Applicant's Presentation
Bill Plock, Baseline Capital Investments, LLP, owner, was present and did not make a comment.

Public Comment
The public hearing was opened at 6:52pm.

None.

The public hearing was closed at 6:52pm.

Questions for Staff
None.

Discussion
None.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Rezone request to B-1 for the property located at 1221 Wellington Avenue, City file number RZN-2019-598, 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 Susuras seconded the motion. The motion carried 6-0.

4. **Drinking Establishment/Brewery – Zoning Code Amendment File # ZCA-2019-644**
Consider a request by the City of Grand Junction to amend various sections of the Zoning and Development Code (Title 21) related to drinking establishments.

Staff Presentation
Jace Hochwalt, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Ehlers asked a question regarding the absence of a "winery, tasting room" component in the proposed definition.

DRAFT

Tamra Allen, Community Development Director, explained the use of "winery" being consistent with an agricultural use, and tasting room could be categorized with "drinking establishment."

Commissioner Scissors asked a question regarding the necessity of the CUP process being required in the I-O, I-1 and I-2 zone districts.

Mr. Hochwalt and Ms. Allen responded to Commissioner Scissors.

Public Comment
The public hearing was opened at 7:19pm.

None.

The public hearing was closed at 7:20pm.

Discussion
Commissioner Gatseos made a comment in support of this request.

Motion and Vote
Commissioner Ehlers made the following motion, "Mister Chairman, on the Zoning and Development Code Amendments, ZCA-2019-644, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report."

Commissioner Scissors seconded the motion. The motion carried 6-0.

5. Other Business

None.

6. Adjournment

The meeting was adjourned at 7:22pm.

DRAFT

Grand Junction City Council

Regular Session

Item #3.e.

Meeting Date: December 18, 2019

Presented By: Landon Hawes, Senior Planner

Department: Community Development

Submitted By: Landon Hawes, Senior Planner

Information

SUBJECT:

A Resolution to Vacate a Public Utility Easement Located on Parcel 2943-212-06-100 and Hoffman Subdivision Filing II

RECOMMENDATION:

Planning Commission heard this item at its December 10, 2019 meeting and recommended approval (6-0) of the request.

EXECUTIVE SUMMARY:

The Applicant, Habitat for Humanity of Mesa County, requests the vacation of a portion of a 10-foot public utility easement on parcel 2943-212-06-100 of Hoffman Subdivision Filing II. The easement is currently part of the Hoffman II subdivision and is located near the western edge of Lot 100 and Tract C. The Applicant wishes to move the easement to this western edge by vacating the current location and dedicating a new easement placement as part of the Hoffman Subdivision Filing III plat recordation.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Applicant for the 10-foot public utility easement vacation is Habitat for Humanity of Mesa County. The requested vacation is located on parcel 2943-212-06-100. This property is currently vacant except for Xcel Energy equipment in the existing easement. The Applicant is in the process of platting a 24-lot single-family residential subdivision, Hoffman Subdivision Filing III, on parcel 2943-212-06-100.

During the planning review process for Hoffman III, Xcel Energy informed the Applicant

that an easement for the existing overhead power lines on site would need to remain; otherwise the overhead lines would need to be moved. Leaving the existing easement would make several of the subdivision lots unbuildable, so the applicant has chosen to resolve the issue by requesting approval of a new easement on the western edge of the subdivision which will require subsequent relocation (and undergrounding) of the above-ground lines currently on site at the Applicant's expense. Neither Xcel Energy nor any other utility expressed issues regarding this request.

NOTIFICATION REQUIREMENTS

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the application submittal in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on November 1, 2019 and the subject property was posted with an application sign on June 14, 2019. The notice of this public hearing was published November 5, 2019 in the Grand Junction Daily Sentinel.

ANALYSIS

Pursuant to Section 21.02.100 of the Zoning and Development Code, the vacation of the utility easement shall conform to the following:

a. The Comprehensive Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

The proposed public utility easement vacation is addressed by the following Goal of the Comprehensive Plan.

Goal 11: Public facilities and services for our citizens will be a priority in planning for growth.

Vacation of this utility easement will have no impact on public facilities or services provided to the general public; all power infrastructure in the current easement will be placed in the new easement. Staff therefore finds this request conforms with this criterion.

b. No parcel shall be landlocked as a result of the vacation.

The request to vacate the public utility easement will not render any parcel landlocked. Therefore, staff finds the vacation request meets with this criterion.

c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

No access to any parcel will be restricted by the vacation of this public utility easement. Staff finds this criterion has been met.

d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services).

The Applicant proposes to relocate all existing power equipment to the new easement. In addition, the application has been reviewed by all potentially-affected utilities and no concerns have been raised with the vacation request. Based on the information available, staff has found there will be no adverse impacts to the community and no impacts on the public facilities and services that serve this or any adjacent parcel of land, and therefore has found this request conforms with this criterion.

e. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 of the Grand Junction Municipal Code.

No facilities and services will be negatively impacted or inhibited by this request. Staff has therefore found this request to conform with this criterion.

f. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

Vacation of this easement will provide benefit to the City by removing an unnecessary encumbrance on the property and allow the area to be used in an easier manner for logical and orderly development of the property (residential development). Staff finds this request conforms with this criterion.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing VAC-2019-589, a request to vacate a public utility easement located on parcel 2943-212-06-100, the following findings of fact were made:

The easement vacation request conforms with Section 21.02.100 (c) of the Grand Junction Zoning and Development Code;

Therefore, staff recommends conditional approval of the request to vacate the public utility easement, based on the following condition:

The easement described herein shall be vacated when any and all public utilities within the easement to be vacated have been relocated in a manner and to a location acceptable to the City Manager or the City Manager's designee and the City has been granted an easement and/or right-of-way, as determined by the City Manager and/or City Manager's designee in a form specified and found acceptable by the City.

FISCAL IMPACT:

There is no direct fiscal impact from this request.

SUGGESTED MOTION:

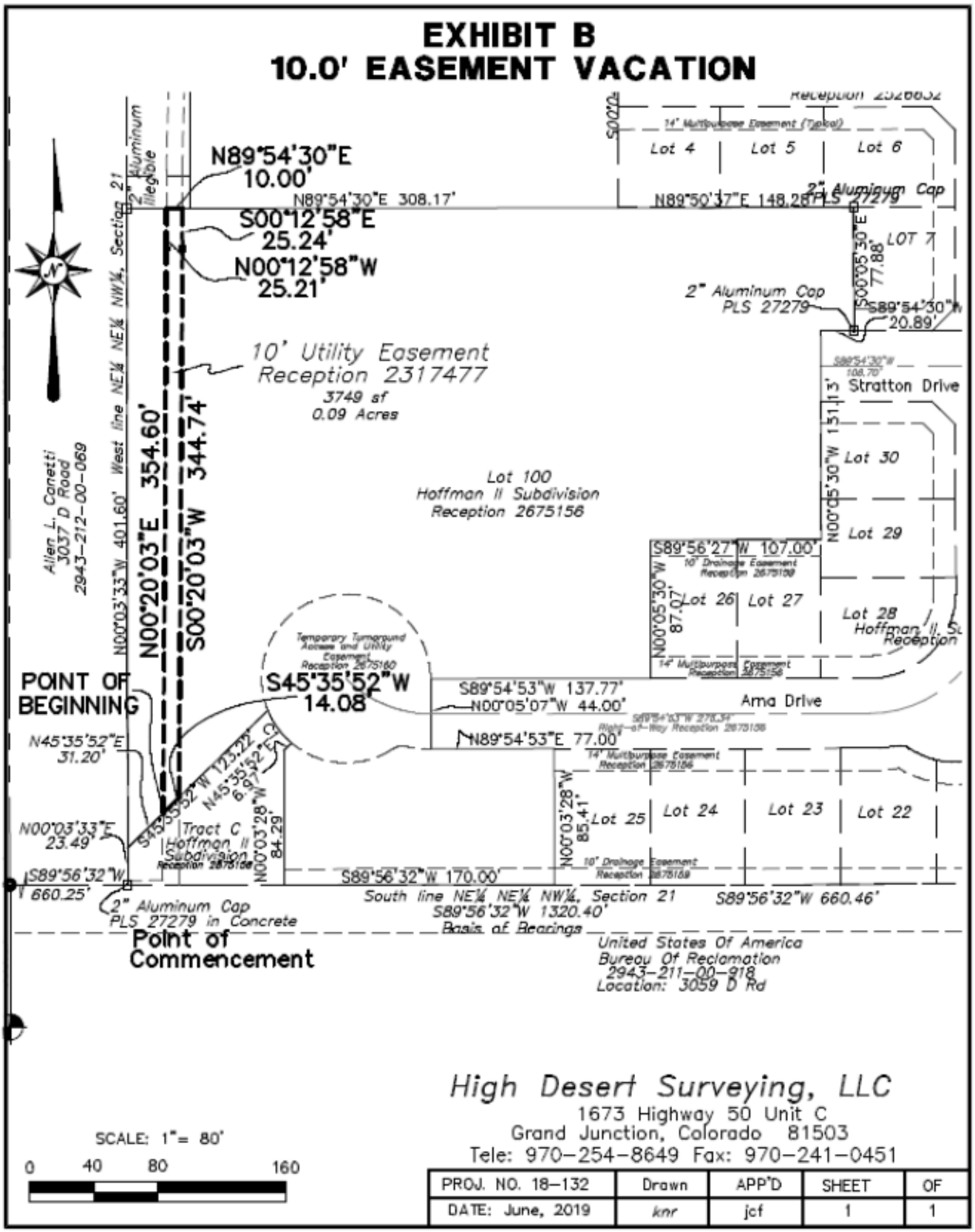
I move to (adopt/deny) Resolution 90-19, a resolution to vacate a public utility easement located on parcel 2943-212-06-100 and Hoffman Subdivision Filing II and order final publication in pamphlet form with conditions as listed in the staff report.

Attachments

1. Hoffman III exhibits
2. Hoffman Easement Vacation Resolution
3. Planning Commission Minutes - 2019 - December 10 - Draft


BRISTOL CT
LANCASTER GATE
LANCASTER GATE
ALLISON WAY
D RD
D RD
WEDGEWOOD AVE
30 1/4 RD
ARNA DR
30 1/4

EXHIBIT B
10.0' EASEMENT VACATION



SCALE: 1"= 80'

0 40 80 160

High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 18-132	Drawn	APP'D	SHEET	OF
DATE: June, 2019	knr	jcf	1	1

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

A RESOLUTION VACATING A PORTION OF A UTILITY EASEMENT LOCATED WITHIN THE PROPOSED HOFFMAN III SUBDIVISION

LOCATED ON PARCEL 2943-212-06-100

RECITALS:

A vacation of a portion of a publically dedicated Utility Easement has been requested by the developer, Habitat for Humanity of Mesa County, in anticipation of further subdividing and developing the property for future residential development for the proposed Hoffman III Subdivision. The applicant's request is to vacate a portion of the existing Utility Easement, then record a new utility easement on the western edge of the property as part of the subdivision development for Hoffman III Subdivision. The applicant would relocate existing Xcel Power equipment into the new easement.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate a portion of a public Utility Easement with conditions is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan, and Section 21.02.100 of the Grand Junction Zoning & Development Code.

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

The following described portion of a publicly dedicated Utility Easement is hereby vacated subject to the listed conditions:

1. Applicant shall pay all recording/documentary fees for the Vacation Resolution, any easement documents and/or dedication documents.

2. The easement described herein shall be vacated when any and all public utilities within the easement to be vacated have been relocated in a manner and to a location acceptable to the City Manager or the City Manager's designee and the City has been granted an easement and/or right-of-way, as determined by the City Manager and/or City Manager's designee in a form specified and found acceptable by the City.

Portion of Utility Easement to be vacated:

A parcel of land located in the Northeast Quarter of the Northwest Quarter of Section 21, Township 1 South, Range 1 East of the Ute Meridian located in Grand Junction, Mesa County, Colorado and being described as follows:

That portion of the 10.0' Wide Utility Easement granted by the Arna Hoffman plat as recorded at Reception 2317477 that crosses the Westerly portion Lot 100, Hoffman II Subdivision, as described in Reception 2675156, Mesa County records and more particularly described as follows:

Commencing at the Southwest corner of Tract C, said Hoffman II Subdivision whence the Southeast corner of said Hoffman II Subdivision bears North 89°56'32" East, a distance of 660.46 feet for a basis of bearings, with all bearings contained herein relative thereto; thence North 00°03'33" East, a distance of 23.49 feet along the West line of said Tract C, Hoffman II Subdivision; thence North 45°35'52" East, a distance of 31.20 feet, along the North line of Tract C, Hoffman II Subdivision, to the POINT OF BEGINNING; thence North 00°20'03" East, a distance of 354.60 feet; thence North 00°12'58" West, a distance of 25.21 feet to the North line of said Lot 100, Hoffman II Subdivision; thence North 89°54'30" East, a distance of 10.00 feet, along said North line of said Lot 100; thence South 00°12'58" East, a distance of 25.24 feet; thence South 00°20'03" West, a distance of 344.74 feet, to the North line of Tract C, Hoffman II Subdivision; thence South 45°35'52" West, a distance of 14.08 feet, along said North line of Tract C, Hoffman II Subdivision to the POINT OF BEGINNING.

Said parcel containing 3749 square feet or 0.09 Acres, as herein described

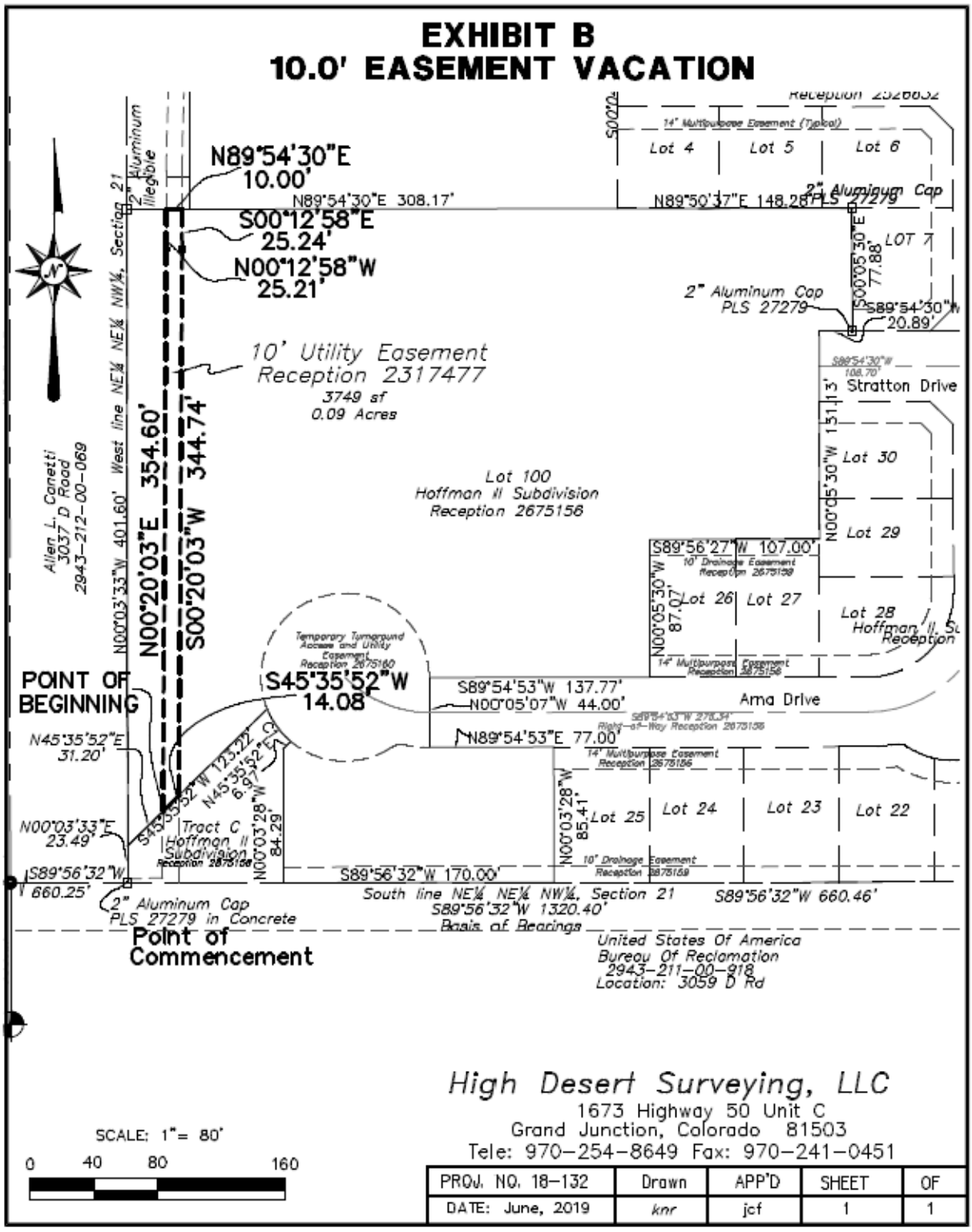
PASSED and ADOPTED this 18th day of December, 2019

ATTEST:

_____
President of City Council

_____
City Clerk

Portion of 10' Utility Easement



GRAND JUNCTION PLANNING COMMISSION
December 10, 2019 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00pm by Vice Chair Bill Wade.

Those present were Planning Commissioners; Vice Chair Bill Wade, George Gatseos, Kathy Deppe, Keith Ehlers, Sam Susuras and Ken Scissors.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), Senta Costello (Associate Planner), and Jace Hochwalt (Associate Planner).

There were approximately 11 citizens in the audience.

CONSENT AGENDA

Commissioner Susuras moved to adopt Consent Agenda items #1-6. Commissioner Gatseos seconded the motion. Motion carried unanimously 6-0.

1. **Approval of Minutes**
   a. Minutes of the November 12, 2019 Regular Meeting.

2. **Rivertown Center – Vacation of Utility Easement File # VAC-2019-562**
   Consider a request by DRK Associates to vacate the south 4 feet of the 14-foot Multi-Purpose Easement along Dewey Place located on a property at 2566 Patterson Road.

3. **Court on G Road Subdivision – Vacation of Public Right-of-Way File #VAC-2019-646**
   Consider a request by Anatum, LLC to vacate the undeveloped Westcliff Drive Public Right-of-Way of 322.19 lineal feet as part of the development of the proposed Court on G Subdivision located south of G Road and east of 27 Road.

4. **Court on G Road Subdivision – Vacation of Utility Easement File # VAC-2019-647**
   Consider a request by Anatum, LLC, to vacate two 10-foot public utility easements located at 2711 G Road.

5. **Hoffman III Subdivision – Vacation of Utility Easement File # VAC-2019-589**
   Consider a request by Habitat for Humanity to vacate a public utility easement located on parcel 2943-212-06-100 and Hoffman Subdivision Filing II.

6. **Grand Falls Townhomes – Vacation of Public Easements File # VAC-2019-652**
Consider a request by Corey Bendetti to vacate public easements on a 1.26-acre parcel located at 588 North Grand Falls Court.

REGULAR AGENDA

1. **Grand Falls Townhomes – Rezone File # RZN-2019-649**
Consider a request by Corey Bendetti to rezone 1.26-acres from PD (Planned Development) to R-8 (Residential 8 units per acre).

Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
None.

Applicant's Presentation
Jim Atkinson, Vortex Engineering, spoke on behalf of the Applicant regarding the request.

Public Comment
The public hearing was opened at 6:13pm.

None.

The public hearing was closed at 6:14pm.

Motion and Vote
Commissioner Susuras made the following motion, "Mister Chairman, on the Rezone request RZN-2019-649 I move that the Planning Commission forward a recommendation of approval with the findings of fact listed in the staff report."

Commissioner Gatseos seconded the motion. The motion carried 6-0.

2. **Casas de Luz – Planned Development Amendment File # PLD-2010-259**
Consider a request by Dynamic Investments Inc., to amend the phasing schedule for the Casas de Luz Planned Development and associated Outline Development Plan.

Staff Presentation
Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
Commissioner Ehlers asked Staff for clarification regarding the request and a versus editing the original approved plan.

Commissioner Wade asked Staff for clarification regarding PD extensions.

Applicant's Presentation
The Applicant, Robert Stubbs, Dynamic Investments, Inc., was present and did not make a comment.

Public Comment
The public hearing was opened at 6:26pm.

Russ Carson and Patricia McVane made comments in opposition of the request.

The Applicant, Robert Stubbs, Dynamic Investments, Inc., responded to public comment.

Commissioner Deppe asked a question regarding the Planned Development.

The public hearing was closed at 6:38pm.

Discussion
Commissioner Gatseos, Ehlers, and Wade made comments in support of the request.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Casas de Luz request to amend the phasing schedule of the previously approved Planned Development, located at West Ridges Boulevard and School Ridge Road, City file number PLD-2010-259, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as provided within the staff report."

Commissioner Susuras seconded the motion. The motion carried 6-0.

3. 1221 Wellington Avenue – Rezone File # RZN-2019-598
Consider a request by John Poorey, Baseline Capital Investments, LLP, to rezone 1.81-acres from R-24 (Residential 24 units per acre) to B-1 (Neighborhood Business).

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
None.

Applicant's Presentation
Bill Plock, Baseline Capital Investments, LLP, owner, was present and did not make a comment.

Public Comment
The public hearing was opened at 6:52pm.

None.

The public hearing was closed at 6:52pm.

Questions for Staff
None.

Discussion
None.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Rezone request to B-1 for the property located at 1221 Wellington Avenue, City file number RZN-2019-598, 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 Susuras seconded the motion. The motion carried 6-0.

4. **Drinking Establishment/Brewery – Zoning Code Amendment File # ZCA-2019-644**
Consider a request by the City of Grand Junction to amend various sections of the Zoning and Development Code (Title 21) related to drinking establishments.

Staff Presentation
Jace Hochwalt, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Ehlers asked a question regarding the absence of a "winery, tasting room" component in the proposed definition.

DRAFT

Tamra Allen, Community Development Director, explained the use of "winery" being consistent with an agricultural use, and tasting room could be categorized with "drinking establishment."

Commissioner Scissors asked a question regarding the necessity of the CUP process being required in the I-O, I-1 and I-2 zone districts.

Mr. Hochwalt and Ms. Allen responded to Commissioner Scissors.

Public Comment
The public hearing was opened at 7:19pm.

None.

The public hearing was closed at 7:20pm.

Discussion
Commissioner Gatseos made a comment in support of this request.

Motion and Vote
Commissioner Ehlers made the following motion, "Mister Chairman, on the Zoning and Development Code Amendments, ZCA-2019-644, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report."

Commissioner Scissors seconded the motion. The motion carried 6-0.

5. Other Business

None.

6. Adjournment

The meeting was adjourned at 7:22pm.

DRAFT

Grand Junction City Council

Regular Session

Item #3.f.

Meeting Date: December 18, 2019

Presented By: Ken Watkins, Fire Chief

Department: Fire

Submitted By: Ken Watkins

Information

SUBJECT:

A Resolution Authorizing Membership into the Colorado Firefighter Heart and Circulatory Benefits Trust

RECOMMENDATION:

Staff recommends adoption of this resolution.

EXECUTIVE SUMMARY:

On December 17, 2014 City Council adopted Resolution No. 47-14 authorizing the City Manager to design and implement a Firefighter Heart and Circulatory Malfunction Benefit Program. This was in response to the state adopting Senate Bill 14-172, which required the City to provide benefits for heart and circulatory malfunctions for full time firefighters. The law also requires that the benefit costs be reimbursed through the Colorado Department of Local Affairs (DOLA). The law went into effect January 1, 2015.

The City has self-insured this benefit since inception however, a multiple employer trust, the Colorado Firefighter Heart and Circulatory Benefits Trust ("Trust") was also formed to provide these benefits and has done so for a number of fire departments. Staff has evaluated the Trust and is recommending that the City join the Trust in order to provide these benefits in the future.

BACKGROUND OR DETAILED INFORMATION:

The Colorado Firefighter Heart and Circulatory Benefits Trust was established January 1, 2015 and a number of fire protection districts joined. The majority of the municipal

fire departments took a "wait and see" approach to joining the Trust however, over the last few years the number of municipalities joining the Trust has increased. As of June 30, 2019, there are 88 fire departments in the Trust with approximately 3,244 firefighters covered. The Trust is governed by a nine-member board of directors and administered by a third-party trust administrator.

The purpose of Senate Bill 14-172 was to provide another option besides Workers' Compensation when a firefighter suffers a work-related cardiac event. Across the state when these incidents happen, the claims were almost always denied under Workers' Compensation creating a financial burden for firefighters and at times conflict between the employer and employee.

Research has shown that approximately 45% of firefighter on-duty deaths are due to cardiovascular events. The stress of firefighting – heavy muscular work, heat stress, exposure to smoke and chemicals and disrupted sleep patterns are all believed to play a part. The heart benefit successfully helped both firefighters and fire departments in addressing job-related cardiac events. Employees received financial assistance for medical costs and employers saw reductions in Workers' Compensation costs.

Senate Bill 14-172 also created the Firefighter Benefits Cash Fund. The Colorado Department of Local Affairs (DOLA) is responsible for administering the fund and receives annual appropriations from the State General Fund to be used to reimburse employers for the direct costs of maintaining coverage benefits, currently $175.00 per firefighter. Since January 1, 2015 DOLA has reimbursed the City over $80,000 for the direct cost of maintaining the coverage specified by Senate Bill 14-172. If funding for the benefits required under this bill are insufficient to cover the costs of the benefits, then maintaining the benefits becomes optional for the City.

In 2019, the City paid out the first claim under the Grand Junction Firefighter Cardiac Benefit Program. The funding for this claim was covered by the DOLA funding, however the process to pay out the claim took a great deal of staff time and did not provide as timely a response to the employee. With experience from this claim, staff began evaluating whether to continue providing the benefit or to join the Trust.

Staff has concluded that joining the Trust provides benefits to not only our employees but also to the City. For firefighters the claim process is streamlined to pay out benefits in a timely manner when the employee needs the benefits most. The multiple employer trust provides financial security to the City for these claims by providing a more effective option than Workers' Compensation and reduces the amount of staff time to process the claim. In addition, trust membership provides additional benefits (such as rebates for firefighter physicals) to assist the department in reducing the chance of a cardiac incident. Membership in the Trust will allow for providing both the heart and cancer benefit to Grand Junction employees through one trust agreement with the

Colorado Firefighter Heart and Cancer Trust.

FISCAL IMPACT:

The cost to join the Trust is $175.00 per eligible firefighter for an estimated total of $15,000. However, this amount is directly reimbursed by DOLA through the Firefighter Benefits Cash Fund established under Senate Bill 14-172. These revenues and expenses have been included in the 2020 General Fund Budget.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 91-19, a resolution authorizing the membership in the Colorado Firefighter Heart and Circulatory Benefits Trust.

Attachments

1. Colorado Firefighter Heart and Cancer Benefits Trust Agreement
2. RES-Firefighter Heart and Circulatory Trust

TRUST AGREEMENT

FOR

COLORADO FIREFIGHTER HEART AND CANCER BENEFITS TRUST

November 24, 2014
Amended October 22, 2015
Amended May 17, 2017
Amended November 12, 2019

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TRUST AGREEMENT

THIS TRUST AGREEMENT (this "Agreement") is entered by and between the undersigned Colorado governmental entities (who, together with and any other Colorado governmental entities that becomes a participating Member under this Trust, are collectively the "Members") and the undersigned trustees constituting the "Trust Committee" for the Trust, as defined herein (the "Trust Committee").

WITNESSETH:

WHEREAS, the Members are exempt from federal income tax under the Internal Revenue Code of 1986, as amended, as a state or territory of the United States, or any political subdivision, municipality or agency thereof, or an agency of such political subdivision or municipality (including any corporation owned or controlled by any state or territory of the United States or by any political subdivision, municipality, or agency); and

WHEREAS, the Members desire by and through this Agreement to provide a benefit plan that provides heart and circulatory malfunction benefits consistent with the provisions of Part 3 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), as specified in the Colorado Firefighter Heart and Circulatory Malfunction Benefits Plan and cancer benefits consistent with the provisions of Part 4 of Article 5 of Title 29, C.R.S., as specified in the Colorado Firefighter Cancer Benefits Plan (collectively, the "Plan"); and

WHEREAS, the Members desire for the Trust to accept funds that shall from time to time be paid over to the Trust Committee in accordance with the terms of this Agreement, together with the earnings and profits thereon, if any, and to hold the funds in trust (the "Trust") and to make disbursements from the Trust in accordance with the provisions of this Agreement and the Plan; and

WHEREAS, the Members desire to appoint the Trust Committee as a trustee to hold and administer the assets of the Plan in accordance with this Agreement; and

WHEREAS, the Trust Committee has agreed to serve as trustee of the trust established under this Agreement; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code Section 115; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a multiple employer health trust for the purpose of Part 3 and Part 4 of Article 5 of Title 29, C.R.S.;

NOW, THEREFORE, the Members and the Trust Committee hereby mutually covenant and agree as follows:

ARTICLE I
DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

1.1 **Administrator** means the person, committee or entity appointed by the Trust Committee to serve as plan administrator of the Plan. The Administrator shall be retained by the Trust Committee and shall administer the Plan pursuant to an administrative services agreement entered into between the Administrator and the Trust Committee.

1.2 **Authorized Investment** means and is limited to those investments that are defined as permissible for investment of public funds in Section 24-75-601 et seq. C.R.S., as in effect from time to time.

1.3 **Beneficiary** means any person designated under the terms of the Plan to receive benefits payable upon the death of a Participant.

1.4 **Code** means the Internal Revenue Code of 1986, as amended.

1.5 **Custodian** means Wells Fargo Bank, N.A., which shall serve as custodian for the Trust Fund. To the extent any assets are held by any custodian other than Wells Fargo Bank, N.A., such party shall also be considered a Custodian for the Trust.

1.6 **Fiscal Year** means the accounting year of the Trust, which shall commence on July 1 and end on June 30 of each year, except that the first year shall commence on the Effective Date and shall end on the immediately following June 30. *(As Amended, Ballot 2015-1, eff. 11/24/2014)*

1.7 **Investment Committee** means the person, committee or entity appointed in accordance with the terms of the Trust to make and effect investment decisions under the Plan and Trust. Unless the Trust Committee appoints an Investment Committee, the Trust Committee shall be deemed to be the Investment Committee.

1.8 **Investment Fund** means any of the separate funds established by the Investment Committee for the investment of Plan assets.

1.9 **Investment Manager** means any person, corporation or other organization or association appointed by the Trust Committee pursuant to the terms of Section 4.3 to manage, acquire or dispose of the assets of an Investment Fund.

1.10 **Members or Member** means those governmental employers listed on Exhibit A and any other governmental employer that becomes a participating Member under this Trust pursuant to Article VIII, below.

1.11 **Member Representative** means that person who has been designated in writing by a Member as its representative to the Trust.

1.12 **Participant** means an employee or former employee of the Member.

1.13 **Plan** means the Colorado Firefighter Heart and Circulatory Benefits Plan and the Colorado Firefighter Cancer Benefits Plan set forth in Part 3 and Part 4 of Article 5 of Title 29, Colorado Revised Statutes, and in the Plan Summaries of Benefits as such Plan may be amended from time to time.

1.14 **Trust** means the trust established by this Agreement.

1.15 **Trust Committee** means the Trust Committee appointed pursuant to Section 3.1 of this Trust Agreement, acting as a group or body.

1.16 **Trust Fund** means the total amount of cash and other property held in the Trust under this Agreement.

1.17 **Trustee** means the Trust Committee members and their successors as provided by this Agreement.

ARTICLE II
ESTABLISHMENT OF THE TRUST

2.1 **Trust Established**. The Members hereby establish with the Trust Committee, as a funding medium for the Plan, a Trust consisting of the Trust Fund and such earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time.

2.2 **Limit of Interest - Impossibility of Diversion**. It shall be impossible at any time for any part of the Trust to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries covered under the Plan, except that the payment of taxes and administration expenses may be made from Trust funds as hereinafter provided. Funds of the Trust may not be transferred to any other account or fund of a Member.

2.3 **Trust Committee's Acceptance**. The Trust Committee accepts the Trust hereby created and agrees to perform the duties hereby required of the Trust Committee.

ARTICLE III
TRUSTEES AND SUCCESSOR TRUSTEES

3.1 **Trustees.** The Trust shall be administered by the Trust Committee. The Trust Committee shall be comprised of nine (9) individual Trustees; provided, however, that the Trust Committee shall be deemed duly constituted and may commence operations of the Trust upon seating of and execution of this Agreement by four (4) initial Trustees. Each Trustee must be a Participant and

current employee of a Member, except as provided below. Trustees shall be appointed by the Board of Directors of the Colorado State Fire Chiefs ("CSFC Board") from among the following:

(a) One Trustee who is a Member Representative from a fire district or fire authority serving an area having less than thirty thousand (30,000) in population;

(b) One Trustee who is a Member Representative from a fire district or fire authority serving an area having more than thirty thousand (30,000) in population;

(c) One Trustee who is a Member Representative from a municipality having less than thirty thousand (30,000) in population;

(d) One Trustee who is a Member Representative from a municipality having more than thirty thousand (30,000) in population;

(e) One Trustee who is a Participant and officer of the Colorado Professional Firefighters Association ("CPFF"), who is designated for appointment by CPFF; and

(f) Four Trustees who are Member Representatives from four other Members of any size or type, who are elected or appointed officials or employees of the Member and are not firefighters eligible for participation in the Plan, and at least two of whom are persons holding full-time positions in risk management or human resources for their appointing Member.

Nominations for Trustees from the Members and CPFF shall be made by elected governing body of the Member (i.e., district board of directors, city council, CPFF Board of Directors) and be submitted to the CSFC Board at such time as the CSFC Board may provide. Terms of the Trustees shall be two-year, overlapping terms or until their successors have been appointed, except that in the initial appointment of Trustees, four of them shall serve an initial term of no more than two years and five of them shall serve an initial term of no more than one year so as to establish the staggering of terms. The term shall begin on a January 1, and end at midnight on a December 31, except that the initial Trustees' terms shall begin upon the formation of the Trust.

A vacancy shall occur on the Trust Committee when a Trustee (1) submits a written resignation to the Trust Committee; (2) dies; (3) ceases to be a Participant; (4) ceases to be a Member Representative, except in the case of the CPFF Trustee to whom such requirement (4) does not apply; (5) fails to attend three consecutive regular meetings of the Trust Committee without the Committee having entered upon the record its proceedings an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or (6) is convicted of a felony. Any vacancy on the Trust Committee shall be filled by appointment by the CSFC Board for the unexpired portion of the term. Upon appointment and written acceptance thereof, a successor Trustee shall have all the title, rights, powers and privileges and duties conferred or imposed upon the initial or predecessor Trustee.

3.2 **Successor Trustees.** No successor Trustee need examine the accounts, records and acts

of any previous Trustee of any allocation of the Trust assets, nor shall such successor Trustee be responsible for any act or omission to act on the part of any previous Trustee. All Trustees and their successors from time to time acting under this Agreement shall have all the rights, powers and duties of the initial Trustees named in this Agreement, unless this Agreement is amended to provide otherwise.

3.3 **Compensation.** The Trustees shall receive no compensation for their services rendered under this Agreement other than any compensation as an employee of a particular Member. The Trust Committee may adopt policies to reimburse Trustees for actual meeting expenses and attendance at the Trust Committee meetings and other properly incurred expenses on Trust matters.

3.4 **Chair and Officers; Sub-Committees.** The officers of the Trust Committee shall be the chair, vice chair and secretary. The officers shall be appointed by the Trust Committee from among its members. Appointment of officers shall occur at the first meeting of the Trustee Committee each year. The Trust Committee may establish sub-committees necessary or appropriate to the exercise of its powers.

3.5 **Meetings.** The Trust Committee shall determine the time and place of its regular meetings. Special meetings of the Trust Committee may be called by the chair or by four (4) Trustees. The Trustees shall be provided with at least ten (10) days prior written notice designating the time, place and agenda of a regular meeting and three (3) days prior written notice designating the time, place and agenda of any special meeting. The manner of giving notice of meetings may include, without limitation, service by electronic mail to the Trustee's e- mail address. Regular and special meetings of the Trust Committee may be held by telephone or electronic (internet-based) conference call. Any meeting at which all Trustees are present in person, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the requirement to provide any notice.

3.6 **Proxy.** Any Trustee may duly authorize in writing another Trustee to cast a vote on one (1) or more specific matters to be voted on at a meeting, on behalf of such Trustee. Any such written authorization must specify the matter or matters and be given for a specific meeting and may not carry over to subsequent meetings.

3.7 **No Delegates.** A Trustee and/or the Trustee's Member Representative may not appoint a delegate to serve in his or her place.

3.8 **Quorum and Voting.**

(a) To constitute a quorum at any regular or special meeting of the Trust Committee and for any action to be valid at such meeting, there must be present in person or by proxy a majority of the appointed Trustees

(b) Valid actions at meetings at which a quorum is present require the affirmative vote of a simple majority of those Trustees present and voting, except where an absolute majority is expressly required. Each Trustee shall cast his or her vote on

each matter upon which action is taken, except where abstention from voting is required because of conflict of interest.

(c) To approve the following items, an absolute majority vote (as defined below) is required:

(1) Annual budget;

(2) Incurring any debt other than liabilities in the ordinary course of business; and

(3) Settling any litigation involving the Plan or Trust.

An absolute majority vote is the affirmative vote of at least five (5) Trustees.

3.9 **Action without a Meeting.** Any action that may be taken at a meeting of the Trust Committee may be taken without a meeting upon the written consent of a sufficient number of the Trustees otherwise required to approve such action at a meeting and shall be effective on the date of the last consent, unless two (2) or more Trustees object to taking the action without a meeting. A copy of such written consent, signed by the Trustees, shall be provided within ten (10) days of the effective date of the consent to each Trustee. Consent may be signified by a signature of the Trustee on a written consent or by an electronic means, such as an affirmative email response to a request for confirmation of favorable action on a matter, approval of a specific resolution, etc.

3.10 **Conflicts of Interest.** Trustees should avoid the appearance of impropriety. A Trustee shall exercise care that the Trustee's independent judgment in the discharge of Trust Committee responsibilities is not impaired as a result of conflicts between the interests of the Trust and the Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates. A Trustee shall not vote or decide upon any matter relating solely to himself or herself or vote in any case in which his or her individual right or claim to any benefit under the Plan is particularly involved or in which he or she otherwise has a conflict of interest. In the event that a Trustee believes that he or she has a conflict of interest, the Trustee shall disclose the conflict to the Trust Committee and shall refrain from participating in the matter to which the conflict relates. The minutes of the meeting where the disclosure is made shall reflect the disclosure and the fact of the Trustee having abstained from participation in the matter. A Trustee shall not use confidential information acquired in the course of the performance of Trust Committee responsibilities to further that Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates.

3.11 **Office Location and Meeting Place.** All meetings of the Trust Committee shall be held at a place designated at least annually by the Trust Committee, or the chair, if the Trust Committee is unable to reach an agreement regarding a meeting location. The Trust shall have its principal office at 433 S. Allison Parkway, Lakewood, CO 80226.

3.12 **Agent for Service of Legal Process.** The designated agent for service of legal process shall be Samuel J. Light, Light Kelly, P.C. 101 University Blvd., Suite 210, Denver, Colorado 80206, or any successor agent as the Trust Committee shall designate.

3.13 **Rules and Regulations.** The Trust Committee shall have the power at any regular or special meeting to adopt bylaws, rules, regulations and policies for the administration of the Trust, and for the conduct of the affairs of the Trust Committee. Any bylaws, rules, regulations and policies of the Trust Committee shall be consistent with the written provisions of the Trust Agreement, and shall be binding upon all persons dealing with the Trust and upon any and all persons claiming any benefits under the Plan.

ARTICLE IV
DUTIES OF TRUST COMMITTEE

4.1 **Duties.** It shall be the duty of the Trust Committee:

(a) **Receipt of Contributions.** To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Trust Committee. The Trust Committee shall not be responsible for the calculation or collection of any contribution required to be paid by the Member to the Trust under the Plan, but shall be responsible only for property actually received by it pursuant to this Agreement.

(b) **Management of Funds.** To hold, invest, reinvest, manage and administer (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the benefit of Participants and their Beneficiaries in accordance with the terms of this Agreement.

(c) **Payments.** To direct payments under the Plan; provided, however, that the Trust Committee may rely upon the directions received from the Administrator, and the Administrator hereby indemnifies the Trust Committee from any loss, claim, damage or liability, including legal expenses, that may arise in connection with the Trust Committee's acting upon such direction.

(d) **Appointment of Administrator.** To appoint such person, committee or entity as the Trust Committee shall determine to serve as Administrator of the Plan, and to contract with the Administrator for provision of its services. The Trust Committee shall have the power to terminate the appointment of the Administrator upon written notice with or without cause.

(e) **Appointment of Investment Committee.** To appoint as the Investment Committee such person, committee or entity as the Trust Committee shall determine to make and effect investment decisions under the Plan and Trust; provided, however, that the Trust Committee may appoint itself as the Investment Committee.

ARTICLE V
INVESTMENT OF TRUST ASSETS

5.1 **General Investment Power/Investment Funds.**

(a) **Authority of Investment Committee.** Except as provided in Sections 5.2 and 5.3, the Investment Committee shall have all authority and responsibility for the management, disposition and investment of the Trust Fund, and the Trust Committee shall comply with directions of the Investment Committee. The Investment Committee shall not issue any directions that are in violation of the terms of the Plan or this Agreement.

(b) **Investment Funds.** The Trust may be divided into one or more separate Investment Funds, the number, makeup and description of which shall be determined from time to time by the Investment Committee. The Trust Committee shall implement, terminate, value, transfer to and from and allocate the gains, losses and expenses among the Investment Funds in accordance with the proper directions of the Investment Committee, the Administrator, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers.

(c) **Funding Policy.** The Trust Committee shall have responsibility for selecting or establishing and carrying out a funding policy and method, consistent with the objectives of the Plan. The Trust Committee shall be responsible for the proper diversification of the Trust Fund, for the prudence of any investment of Trust assets consistent with State law, for compliance with statutory limitations on the amount of investment in securities, and for assuring that any such investments meet the requirements of State law.

5.2 **Investment Managers.**

(a) **Appointment.** The Investment Committee may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds. Each such Investment Manager shall be either (i) registered as an investment adviser under the Investment Advisers Act of 1940; (ii) a bank, as defined in such Act; or (iii) an insurance company qualified to perform the services of Investment Manager under the laws of more than one state. The Investment Committee shall obtain from any Investment Manager so appointed by it a written statement acknowledging (i) that such Investment Manager is or on the effective date of its appointment will become a fiduciary with respect to the Trust assets under its management; (ii) certifying that such Investment Manager has the power to manage, acquire or dispose of Trust assets in the manner contemplated by the contract or other written instrument by which its appointment is or will be effected; and (iii) certifying that it is either an

investment adviser, a bank or an insurance company which is qualified to be appointed as an Investment Manager under this Agreement.

(b) **Contractual Arrangement**. The Investment Committee shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Investment Committee deems appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).

(c) **Trust Committee's Duties**. With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Trust Committee shall follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets.

(d) **Failure to Direct**. In the event that an appointed Investment Manager shall fail to direct the Trust Committee with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Trust Committee shall invest such cash only when and as directed by the Investment Committee.

(e) **Termination of Appointment**. The Investment Committee shall have the power to terminate the appointment of an Investment Manager upon written notice with or without cause. Upon the termination of the appointment of an Investment Manager, the Investment Committee shall (i) appoint a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) direct the Trust Committee to merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust assets, or (iii) direct the Trust Committee to invest the assets of such Investment Fund as the Investment Committee deems appropriate in accordance with the existing funding policy.

5.3 **Manner and Effect of Directions**.

(a) **Delegation of Authority to Custodian**. The Custodian is delegated the authority and responsibility for receiving and carrying out the directions of the Trust Committee, the Administrator, the Investment Committee, any Investment Manager or their designees. With respect to any assets held by a party other than Trust Committee, the Trust Committee is authorized and directed to delegate to the Custodian the authority and responsibility for receiving and carrying out the directions of the Investment Committee, any Investment Manager or their

designees. The Trust Committee is authorized and directed to enter into such agreements with another Custodian as are deemed necessary or appropriate to effect such delegation.

5.4 **Authorization of Designee(s).** The Administrator and the Investment Committee may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the appropriate committee shall furnish the Trust Committee with written documentation of the appointment and a specimen signature of each designee. The Trust Committee shall be entitled to rely upon such documentation until the Trust Committee is otherwise notified in writing.

ARTICLE VI
POWERS OF TRUST COMMITTEE

6.1 **General Authority.** In accordance with the directions of the Investment Committee and any Investment Managers as provided in Article V, the Trust Committee shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter provided.

6.2 **Specific Powers.** In the management of the Trust, the Trust Committee shall have the following powers in addition to the powers customarily vested in trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon and in accordance with the directions of the Investment Committee and, to the extent applicable, any duly appointed Investment Managers:

(a) **Purchase of Property.** With any cash at any time held by it, to purchase or subscribe for any authorized investment (as defined in Section 6.3) and to retain the same in trust.

(b) **Disposition of Property.** To sell, exchange, transfer or otherwise dispose of any property at any time held by it.

(c) **Retention of Cash.** To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust.

(d) **Exercise of Owner's Rights.** The Members acknowledge and agree that the Trust Committee shall have the right or power to vote proxies appurtenant to securities that it holds. The Members acknowledge and agree that the Trust Committee shall have the power to make any review of, or consider the propriety of, holding or selling any assets held in the Trust Fund in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets.

(e) **Registration of Investments.** To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Trust Committee shall at all times show that all such investments are part of the Trust.

(f) **Borrowing.** To the extent permitted by State law and at the direction of the Investment Committee, to borrow or raise money for the purposes of the Trust in such amounts, and upon such terms and conditions, as determined by the Investment Committee; and, for any sum so borrowed, to issue its promissory note as Trust Committee and to secure the repayment thereof by pledging all or any part of the Trust Fund to the extent permitted by State law; and no person lending money to the Trust Committee shall be bound to see to the application of the money lent or to inquire into the validity, expediency or propriety of any such borrowing.

(g) **Purchase of Contracts.** To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any insurance, re-insurance, excess or stop loss insurance or annuity contract that the Trust Committee determines or the Investment Committee directs it to purchase or that is necessary or appropriate to carrying out the purposes of the Plan. The Trust Committee shall endeavor to obtain stop loss insurance to provide coverage for payment of benefits under the Plan above specified per claim and aggregate limits, provided such stop loss coverage can be obtained at a reasonable cost as determined by the Trust Committee.

(h) **Execution of Instruments.** To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted.

(i) **Settlement of Claims and Debts.** To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings.

(j) **Establish Rules and Polices.** To establish, to the extent consistent with this Agreement and the Plan, rules and policies necessary or appropriate to the administration of the Trust or the carrying out of the powers herein granted.

(k) **Trustee Insurance.** To purchase on behalf of the Trust Committee and the Investment Committee, trustees' errors and omissions insurance or similar coverage in such amounts as are recommended by a licensed insurance broker for benefit plans and a trust of similar size and purpose.

(l) **Risk Management.** To establish reasonable risk management policies and procedures.

(m) **Delegation.** To delegate in writing fiduciary responsibilities or ministerial powers and duties to such officers, agents, representatives and independent contractors as determined desirable, provide such delegation does not conflict with the provisions of this Agreement or the Plan.

(n) **Employment of Agents, Advisers and Counsel.** To employ suitable agents, actuaries, auditors, accountants, investment advisers, brokers and counsel, and to pay their reasonable expenses and compensation.

(o) **Appointment of Custodian.** The Trust Committee shall designate a custodian to hold Trust assets. The Trust Committee may change the custodian upon an affirmative vote of five (5) Trustees.

(p) **Statutory Provisions**. To exercise powers and carry out obligations provided for in Part 3 and Part 4 of Article 5 of Title 29, C.R.S., in matters relating to the administration of the Plan and Trust, upon such terms and conditions as it may deem in the best interest of the Trust.

(q) **Power to do any Necessary Act.** To do all acts which it may deem necessary or proper and to exercise any and all powers under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

6.3 **Authorized Investments.**

(a) **General Definition.** "Authorized investment" as used in this Article VI shall mean and be limited to those investments that are defined as permissible for investment of public funds in Section 24-75-601 et seq. C.R.S., as in effect from time to time.

(b) **Responsibility for Compliance.** The responsibility for determining whether any investment of Trust assets complies with the terms of this Agreement and applicable law shall lie solely with the Trust Committee.

ARTICLE VII
CONTRIBUTIONS TO THE TRUST FUND

7.1 **Member Contributions.** Subject to the limitations of this Agreement, each Member shall pay or cause to be paid contributions to the Trust at such times and in the amounts determined by the Trust Committee as are necessary to ensure funding of the Trust is sufficient, that operation of the Trust is not hazardous to the public or Participants or which the Trust Committee otherwise deems beneficial to protect the financial condition of the Trust. The Trust Committee shall establish Member contributions consistent with this Agreement, the Plan and any guidelines consistent with this Agreement and the Plan as established by the Trust Committee from time-to-time.

7.2. **Contributions on Annual Basis; Rate Structure.** The contribution rate structure for Member contributions shall provide for contributions to be made on an annual basis. Contributions shall be sufficient to fund the projected benefits and applicable expenses for the Participants receiving benefits under the Plan.

7.3 **Failure to Make Contributions.**

(a) If any Member fails to make its Member contribution to the Trust within thirty (30) business days after the date on which they are due, such contributions shall bear interest from the date due at the rate of return for the three (3) month LIBOR rate set on the date when such contribution was first due plus one percent (1%), compounded monthly.

(b) Any other Member may, with the consent of the Administrator, make the contribution on behalf of the delinquent Member and, such amount shall become a debt of the delinquent Member to the contributing Member.

(c) The Trust Committee has the right, upon an affirmative vote of five (5) Trustees, with any Trustees from a Member in default excluded from the vote, should the delinquent Member not cure the delinquency within thirty (30) calendar days after the Administrator provides written notice to the Member of its delinquency, to terminate:

(1) such Member's participation in the Plan and Trust at the end of an additional thirty (30) calendar day notice period or the end of the Plan year of the Member's delinquency, if earlier, if such delinquency is not cured, and

(2) upon such termination, no claims submitted by Participants of the delinquent Member for benefits subsequent to the date of the termination, shall be paid by the Trust.

(d) The Trust Committee also has the right, upon an affirmative vote of five (5) Trustees, with any Trustees from the Member in default excluded from the vote, to notify the Participants of such delinquent Member that such Member's participation in the Plan and Trust has been or will be terminated.

(e) Nothing herein, however, shall relieve the delinquent Member of its responsibility for benefits payable to its Participants.

7.4 **TABOR Compliance.** This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. All financial obligations of a Member under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. No Member's contribution for any Fiscal Year shall exceed the annual contribution billed for such Fiscal Year unless additional funds for payment thereof have been appropriated by the Member.

7.5 **State Funding**. For benefits required under Section 29-5-302, C.R.S., no Member shall be required without its consent to make a contribution for a Fiscal Year in excess of the amount of state funding paid or payable to the Member under Section 29-5-302(11), C.R.S. for that Fiscal Year. There is reserved to the Members and to the Trust the right set forth in Section 29-5-302(12) C.R.S., providing that if, at any time, the state funding provided for the benefit required by Section 29-5-302, C.R.S. is insufficient to cover the cost of the benefit, then the requirements of Section 29-5-302, C.R.S. to maintain the benefit shall become optional pursuant to Section 29-1-304.5. C.R.S. The Trust Committee may establish guidelines consistent with this Agreement governing any exercise of the right under said Section 29-5-302(12), C.R.S.

7.6 **Reports**. The Trust Committee shall provide reports needed for purposes of administration of this Agreement and the Plan.

ARTICLE VIII
PARTICIPATION, WITHDRAWAL AND OBLIGATIONS OF MEMBERS

8.1 **Participation in Trust by Members**. The initial participating Members in the Trust are as set forth on Exhibit A. Additional Members may participate in the Trust subject to the approval of the Trust Committee, which participation shall be effective as of the beginning of the next Fiscal Year or such other date as determined by the Trust Committee. Participation in the Trust is limited to those employers who are governmental entities participating for purposes of Part 3 of Article 5 of Title 29, C.R.S or for purposes of Part 4 of Article 5 of Title 29, C.R.S., and a Member may participate in the Trust for either or both such purposes. The Trust Committee reserves the right to require a new participating Member at the time of joining the Trust to contribute to the reserves of the Trust or to make such other appropriate financial contribution as determined by the Trust Committee. The Trust Committee may reject requested participation by any additional Member for any reason. To participate in the Trust, a Member must properly adopt and enter into this Trust Agreement, which shall be evidenced by providing to the Trust Committee (i) a certified copy of the resolution or ordinance of the governing body of the Member approving and entering into this Trust Agreement, and (ii) a signed counterpart original of this Trust Agreement duly executed by presiding officer of the governing body or other authorized officer of the Member.

8.2 **Withdrawal by Member**. A Member may withdraw from participation in the entire Trust on the following terms and conditions:

(a) Except as provided in this section, any Member which intends to withdraw from participation in the Trust must give at least ninety (90) days advance written notice to the Trust Committee. Upon a Member's withdrawal from the Trust, any Trustees who are employees of such Member shall no longer serve as Trustees.

(b) Upon withdrawal, the Member shall be deemed to have withdrawn from participation in the entire Trust. Upon the effective date of withdrawal, the Member's Participants shall cease to participate in the Plan, provided, that if required by law, a Participant's benefits may be extended pursuant to, if and to the

extent applicable, the terms and provisions of the Plan, including those Participants who have filed a claim for or are receiving benefits under the terms of the Plan prior to the effective date of the Member's withdrawal, in which case benefits shall continue subject to the withdrawing Member's payment of required contributions.

(c) Upon withdrawal, the Trust Committee also has the right to notify the Participants of such withdrawing Member that such Member's participation in the Plan and Trust has ceased or will cease.

(d) In the event of a Member's withdrawal pursuant to this section, such withdrawing Member shall have no right to any of the assets, income or reserves of the Trust at any time, nor shall such Member have any right to a refund or rebate of any of its contributions to the Trust.

8.3 **Successors and Assigns.** Upon approval of the Trust Committee, a participating Member may transfer or assign its participation in the Trust to any successor in interest, whether by merger, consolidation, reorganization, restructuring, transfer of employees, or dissolution, creation or consolidation of Member entities or governing boards or otherwise.

8.4 **Powers of Members.** In addition to powers herein vested in the Members, the Members shall have the power to:

(a) Amend the Trust Agreement by a two-thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.

(b) Terminate the Plan and disburse its assets by a two-thirds (2/3) vote of all Members, pursuant to such notice and in keeping with such procedure as shall be shall be established by the Trust Committee. In the case of such a vote, termination of the Plan shall be pursuant to provisions of Article X.

8.5 **Meetings of the Members.** Meetings of the Members shall be held as follows:

(a) Members shall meet at least once annually at a time and place to be set by the Trust Committee, with notice mailed to each Member at least thirty (30) days in advance.

(b) Special meetings of the Members may be called by the Trust Committee upon its own motion and shall be called by the Trust Committee upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.

(c) The chair of the Trust Committee shall preside at the meetings; the vice chair shall preside in the absence of the chair.

(d) Thirty percent (30%) percent of the Members shall constitute a quorum to conduct business.

(e) Except for action to terminate the Plan, proxy voting shall be allowed, pursuant to such procedures as the Trust Committee may determine. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative.

8.6 **Member Obligations**. In addition to the other provisions, hereof, each Member shall have the obligation to:

(a) Pay all contributions or other payments to the Trust at such times and in such amounts as shall be established by the Trust Committee. Any delinquent payments shall be paid with interest pursuant to a policy established by the Trust Committee and uniformly applied.

(b) Designate in writing a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an employee of the Member, except as provided in Section 3.1, and may be changed from time to time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative.

(c) Allow the Trust Committee and Administrator and their agents reasonable access to records of the Member as required for the administration of Plan and Trust.

(d) Cooperate fully with the Trust Committee and Administrator and their agents in matters relating to the administration of the Plan and Trust and the administration and coordination of benefits under the Plan.

(e) Allow the Trust Committee to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of benefits furnished through the Plan.

(f) Comply with the benefits administration, claims handling and related policies established by the Trust Committee.

ARTICLE IX
ADMINISTRATION

9.1 **Accounting**.

(a) **Books and Records**. The Administrator generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Administrator and the Trust Committee. The Trust shall account separately for contributions made for heart and circulatory malfunction

benefits pursuant to Part 3 of Article 5 of Title 29, C.R.S., and contributions made for benefits for cancer benefits pursuant to Part 4 of Article 5 of Title 29, C.R.S., but separate audits or financial statements are not required. All books and records relating thereto shall be open to inspection and audit at all reasonable times by any person or persons designated by the Administrator, the Member, or the Investment Committee. The Trust Committee shall promptly provide copies of such books or records to any persons designated by the Administrator.

(b) **Accounting**. Following the close of each Plan year of the Plan, or more frequently as the Trust Committee and the Administrator may agree, the Trust Committee, with the assistance of the Administrator, shall cause to be prepared a written statement setting forth all investments, receipts, disbursements and other transactions effected during such year or during the period beginning as of the close of the last preceding year. Except as may be required by statute or by regulations published by State or federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by a majority of the Members or the Investment Committee, no person shall have the right to demand or to be entitled to any further or different accounting by the Trust Committee.

(c) **Release**. Except with regard to claims of breach of fiduciary duty, upon the expiration of 90 days from the date of presentation to the Members of such annual or other statement, the Trust Committee shall forever be released and discharged from any liability or accountability to anyone as respects the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which, within such 90-day period, a Member whose interest is affected by such act or transaction shall file with the Trust Committee its written disapproval. In the event such a disapproval is filed, and unless the matter is compromised by agreement of the Trust Committee, the Trust Committee shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication. The applicable statutes of limitation shall be available to the Trust Committee in the event of a claim of breach of fiduciary duty.

(d) **Valuations**. The Trust Committee shall designate a party to be responsible for valuations of assets of the Trust for which prices are not readily available on a nationally recognized securities exchange.

(e) **Reliance on Administrator**. The Trust Committee shall be entitled to rely on the Administrator and any Custodian, other than Trust Committee, for the maintenance and provision of all records specified in this Section.

9.2 **Expenses**. The expenses incurred by the Trust Committee in the performance of its duties hereunder, including fees for legal and other services rendered and all other proper charges and disbursements of the Trust Committee, including taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in

respect of the Trust or any money, property or security forming a part of the Trust Fund, shall be paid by the Trust Committee from the Trust Fund, and the same shall constitute a charge upon the Trust Fund. To the extent the Member pays any expenses that are properly payable from the Trust Fund, the Trust Committee shall reimburse the Member that has made payment from the Trust Fund if requested to do so by the Member.

ARTICLE X
AMENDMENT OF TRUST; TERMINATION OF PLAN

10.1 **Amendment of Trust.**

(a) **Right to Amend.** The Members may amend this Agreement at any time or from time to time by the affirmative vote of two-thirds (2/3) of all Members, and any such amendment by its terms may be retroactive. An amendment shall require compliance with the terms of Section 8.4(a). An adopted amendment shall become effective upon the date specified in the ballot approved by the Members, without necessity of further written consent or signatures by the Members. Upon adoption of any amendment, the Trust Committee shall cause a current copy of this Agreement to be sent to each Member.

(b) **Exclusive Benefit.** Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any assets of the Trust Fund, other than such assets as are required to pay taxes and administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants or Beneficiaries.

10.2 **Termination of Plan.** The Trust shall continue for such time as may be necessary to accomplish the purposes for which it was created and shall terminate only upon the complete distribution of the Trust. The Trust may be terminated as of any date (and shall in fact terminate upon the complete distribution of the funds of this Trust on such date or thereafter) by unanimous vote of the Trust Committee and approval by a two-thirds (2/3) vote of all Members. Upon termination of the Trust, provided that the Trust Committee has not received instructions to the contrary, the Trust Committee shall liquidate the Trust and, after paying the reasonable expenses of the Trust, including expenses involved in the termination, distribute the balance thereof according to the written directions of each Member for the provision of benefits similar to those provided under the Plan for the benefit of each such Member's Participants and Beneficiaries covered thereunder; provided, however, that the Trust Committee shall not be required to make any distribution until the Trust Committee is reasonably satisfied that adequate provision has been made for the payment of all taxes, if any, which may be due and owing by the Plan and the Trust; and provided, further, that in no event shall any distribution be made by the Trust Committee until the Trust Committee is reasonably satisfied that the distribution will not be contrary to the applicable provisions of the Plan dealing with termination of the Plan and the Trust.

10.3 **Final Accounting.** At such time as the Trust is terminated, the Trust Committee shall render a final accounting of the affairs of the Trust to each participating Member, and thereafter there shall be no claim or action against the Trust Committee or any Trustee, and they shall have no further responsibilities or duties and shall be discharged.

ARTICLE XI
MISCELLANEOUS

11.1 **Nonalienation of Benefits.** Neither the benefits payable from the Trust Fund nor any interest in any of the assets of the Trust Fund shall be subject in any manner to the claim of any creditor of a Participant, or Beneficiary or to any legal process by any creditor of such Participant, or Beneficiary; and neither a Participant nor any Beneficiary shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.

11.2 **Benefit.** Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the benefit of Participants and Beneficiaries or the payment of expenses as herein provided.

11.3 **Effect of Plan.** The Trust Committee is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Trust Committee any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan, and the terms of this Agreement shall control over any inconsistent terms of the Plan not contrary to State law.

11.4 **Dispute Resolution.**

(a) Disputes arising in relation to benefits under the Plan shall be resolved in accordance with the procedures established in the Plan.

(b) The parties to this Agreement (each, a "party") are mutually committed to collaborative problem solving for resolving issues that may arise among or between them concerning this Agreement. In the event of a dispute, the complaining party may notify the other party of the dispute in writing and each party to the dispute will each appoint a representative to negotiate in good faith to resolve the dispute. These negotiations between representatives of the parties shall continue until the earliest of: (a) the time the dispute has been resolved; (b) the designated representatives have concluded that continued negotiation does not appear likely to resolve the dispute; or (c) thirty (30) days from the date of written notice of the dispute. If the dispute is not resolved through direct negotiations, the parties may, with the consent of all parties, attempt to settle any dispute arising out of or related to this Agreement through mediation. Unless otherwise agreed by the parties, mediation shall proceed as follows: The parties may agree on a mediator. If they are unable to agree on a mediator within thirty (30) days of the

agreement to mediate, the parties shall contact an agreed upon dispute resolution organization or service and shall use its selection process to select a mediator. Each party shall bear its own costs of the mediation and the parties shall share the costs of the mediator. The mediation shall be scheduled within sixty (60) days of the agreement to mediate. If the direct negotiation process is unsuccessful and the parties do not consent to mediation or the agreed-upon mediation process does not successfully resolve the dispute within ninety (90) days of the agreement to mediate, the parties shall be entitled to pursue any other remedy allowed by law or this Agreement. However, no party shall pursue such a remedy without first exhausting the direct negotiation process.

11.5 **Entire Agreement**. This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein.

11.6 **Approval of the Members**. The Members shall have the right, on behalf of all individuals at any time having any interest in the Trust, to approve any action taken or omitted by the Trust Committee.

11.7 **Liability for Predecessor or Successor**. No successor Trustee hereunder in any way shall be liable or responsible for any actions or omissions of any prior Trustee in the administration of the Trust or the Trust Fund prior to the date such successor Trustee assumes its obligations hereunder, nor shall any prior Trustee in any way be liable or responsible for any actions or omissions of any successor Trustee.

11.8 **Liability for Acts of Others**. No Trustee shall be liable for the acts or omissions of a Member, the Custodian, the Administrator, the Investment Committee or any Investment Manager except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.

11.9 **Governmental Immunity**. It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Trust, the Trust Committee, the individual Trustees, or the Members of governmental immunity or of the sovereign immunity of the State of Colorado or its instrumentalities or any provision of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S.

11.10 **Controlling Law**. This Agreement shall be construed according to the laws of the State of Colorado.

11.11 **Effective Date**. This Agreement shall be effective on and after November 24, 2014. Any amendment to this Agreement shall become effective upon the date specified in the ballot approved by the Members to adopt such amendment.

11.12 **Execution in Counterpart**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Member has caused this Agreement to be signed by its duly authorized officers or representatives as of the day set forth its signature.

MEMBER

_____

Sign: _____ By:

Title:

Attest:

Sign: _____

By:_____

Title:_____

Date of Member Adoption of Agreement:

_____

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. _____

A RESOLUTION ADOPTING AND ENTERING INTO THE TRUST AGREEMENT FOR THE COLORADO FIREFIGHTER HEALTH AND CIRCULATORY BENEFITS TRUST AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH

Recitals:

Under Part 3 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), an employer as defined therein is required to maintain certain firefighter heart and circulatory malfunction benefits in accordance with and subject to the requirements and limitations of Part 3. In 2014 the City Council approved Resolution 47-14 which authorized the City to design and implement a firefighter heart and circulatory malfunction benefit program. Since then the City has provided the benefit by a self-insurance program.

For a number of reasons which include changes to the City's management of employee insurance and risk programs, the City has determined that joining and participating in a multiple employer health trust is now the preferred structure for providing the benefit.

The City Council has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and §§10-3-903.5, 29-1-201 *et.seq*. and 29-5-301 *et. seq*. C.R.S., as amended, to participate with other employers in a multiple employer health trust for the provision of benefits and for related claims handling, risk management, and other functions and services related to such benefits.

The City Council authorizes the City Manager to finalize and execute a Trust Agreement for the Colorado Firefighter Heart and Circulatory Benefits Trust, a copy of which is attached hereto as Exhibit A, by and through which the Members (as defined therein) desire to establish a trust (the "Trust") and provide a benefit plan that provides firefighter heart and circulatory malfunction benefits consistent with the provisions of Part 3 of Article 5 of Title 29, C.R.S., as specified in the Colorado Firefighter Heart and Circulatory Malfunction Benefits Plan (the "Plan"). By doing so the City Council amends Resolution 47-14 as necessary or required to conform to that direction.

The Trust and its members, together with the Plan, intend that each and all shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code Section 115.

The City Council hereby finds and resolves that membership and participation in the Trust and Plan would be in the best interests of the City of Grand Junction, its employees and its taxpayers and authorizes the City Manager to finalize and enter into a Trust Agreement for the Colorado Firefighter Heart and Circulatory Benefits Trust, and to take other actions in connection therewith.

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

1. Authorizes the City Manager to effectuate membership in the Colorado Firefighter Heart and Circulatory Benefits Trust.

2. Designates Melisa Geringer as its initial Member Representative to the Trust and designates Ken Watkins as its initial Alternate Representative to the Trust, such persons having the addresses stated below.

3. Representative Mailing Address: 250 N. 5th Street
   Grand Junction, Colorado 81501

   Representative Email Address: melisag@gjcity.org

   Alternate Representative Mailing Address: 625 Ute Avenue
   Grand Junction, Colorado 81501

   Alternate Email Address: kenw@gjcity.org

4. With the adoption of this Resolution and subject to the terms of the agreement executed by the City Manager, the City will become a Member of the Trust, with its participation to commence effective as of the date determined in accordance with the Trust Agreement. The City Council, as the governing body of the City hereby requests, unless other dates are later designated by the City Manager, that coverage should begin on January 1, 2020 for the Colorado Firefighter Heart and Circulatory Benefits Plan.

5. Authorizes the City Manager, the City Attorney and the Manager's designees to take all such actions as the City Manager determines are necessary or appropriate with respect to City Participation in the Trust, including without limitation, designating successor Member Representative and Alternate Representative; requesting or canceling participation in any or all of the coverages under the Plan, and executing and delivering any documents relating to City participation in the Trust.

PASSED and ADOPTED this 18th day of December 2019

ATTEST:

_____
President of City Council

_____
City Clerk

Grand Junction City Council

Regular Session

Item #3.g.

Meeting Date: December 18, 2019

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

A Resolution to Release Improvement District ST-82 Phase C for the Etter-Epstein Property

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

The purpose of this item is to release Improvement District ST-82 Phase C ("District") for the Etter-Epstein property located on Horizon Drive.

Improvement District ST-82 was created by City Council Resolution No. 60-82 in August of 1982. For what are presently unknown reasons, J.L Etter, Kenneth L. Etter and Emanuel Epstein ("Owners") objected to the District and entered into an agreement to defer payment of the special assessment ("Agreement.")

This item relates to the satisfaction of the Agreement.

BACKGROUND OR DETAILED INFORMATION:

The purpose of this item is to release Improvement District ST-82 Phase C ("District") for the Etter-Epstein property located on Horizon Drive.

Improvement District ST-82 was created by City Council Resolution No. 60-82 in August of 1982. For what are presently unknown reasons, J.L Etter, Kenneth L. Etter and Emanuel Epstein ("Owners") objected to the District and entered into an

agreement to defer payment of the special assessment ("Agreement.") The principal amount of the assessment was $75,836.36. The Agreement provided that in exchange for the Owners withdrawing their objection that payment of the special assessment would be deferred until the Owners develop or sell the property or until January 1, 1992. The property has not developed and the City has no records showing whether the special assessment was paid. Furthermore, the City has taken no action to enforce a lien on the property and was unaware of the existence of the Agreement until being recently contacted regarding the Agreement and the fact that the Agreement may preclude the sale of the property. A letter to the City Attorney is attached.

As referenced in that letter, in 2001 the City acquired in case number 00CV73 a portion of the property for the current alignment of 27 1/2 Road; the Agreement/special assessment was not an issue in that proceeding.

Because the City has no record that the special assessment was not paid and due to the passage of time without concern for it/attempts at collection of the special assessment, the City Attorney recommends that the Council approve Resolution No. 94-19 finding that the Agreement is satisfied and released.

FISCAL IMPACT:

The fiscal impact is unknown as the City has no record that prove or disprove payment of the special assessment. If the special assessment was not paid then release of the Agreement would have a direct impact; if the special assessment has been paid then there is no fiscal impact.

SUGGESTED MOTION:

Because the City has no record that the assessment was not paid and due to the passage of time without concern for it/attempts at collection of the special assessment, I move to adopt Resolution No. 94-19.

Attachments

1. Letter from Hoskin, Farina, Kampf to City Attorney
2. Resolution - Etter Special Assessment Release

HOSKIN
FARINA
& KAMPF
PROFESSIONAL CORPORATION

Gregory K. Hoskin
Terrance L. Farina
Gregg K. Kampf
David A. Younger
David M. Scanga
Michael J. Russell
John T. Howe
Laurie A. Cahill
David M. Dodero
Andrew H. Teske
John P. Justus
Nicholas H. Gower
David A. Price
Anthony F. Prinster
Tammy M. Eret
* L. Richard (Dick) Bratton
** William A. Hillhouse II
** Eliza F. Hillhouse
Michael H. Luedtke
Daniel F. Fitzgerald
Larry B. Beckner
Kelianne Chamberlain
Karoline M. Henning
John T. Pryzgoda
Brent A. Starnes

William H. Nelson
(1926-1992)

December 13, 2019

VIA E-MAIL: johns@gjcity.org

John Shaver, City Attorney
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

Re: Agreement to Defer Payment of Special Assessment dated January 19, 1984

Dear John:

Thank you for looking into and researching the facts surrounding the satisfaction of the Agreement to Defer Payment of Special Assessment between the City of Grand Junction, Kenneth L. Etter, J.L. Etter and Emanuel Epstein dated January 19, 1984 (Agreement).

After receiving title work for the scheduled sale of property owned by the Emanuel Epstein Trust it came to our attention that the Agreement, which is recorded at Book 1475 Page 777 in the Mesa County Clerk and Recorder's records, was never released. Our research showed that the Mesa County Treasurer never showed any record that the special assessment referred to in the Agreement was due or unsatisfied. Also, in checking with the City Clerk, there was no record of amounts being due under the Agreement. I checked with Bruce Phillips who worked with Mr. Etter and Mr. Epstein back in the 90s on land use issues, but he was unaware of the Agreement.

Terry Farina in our office has a distant memory of a meeting with City officials about an obligation that was due to the City in the early 90s on behalf of Mr. Epstein. Under the Agreement, the special assessment would have been due in 1992. It is therefore quite possible that the issue Mr. Farina discussed with the City could have involved the special assessment, although he has no specific memory that the obligation due the City that he was working on arose out of the Agreement.

In any event, thereafter when the property used to construct 27½ Road was taken by the City, it is my understanding that the City paid Mr. Epstein and Mr. Etter for the taking. I am sure that if the special assessment had been outstanding at that point in time, the City would have reconciled the issue in connection with the taking compensation paid to Mr. Etter and Mr. Epstein.

We appreciate your efforts to obtain a release of Agreement so that it will no longer be a cloud on title and will allow for the completion of the contemplated transaction on January 2, 2020.

If you have any further questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely,

HOSKIN FARINA & KAMPF
Professional Corporation

Michael J. Russell

MJR:sf
cc: Debbie Schneide

RESOLUTION NO. __-19

A RESOLUTION RELEASING THE 1984 AGREEMENT TO DEFER PAYMENT OF A SPECIAL ASSESSMENT

RECITALS:

On August 18, 1982 the City Council approved an assessment for improvements to Horizon Drive. The assessment was for Improvement District No. ST-82, Phase C. The owners of two properties within the District, Kenneth L. and J.L Etter and Emanuel Epstein objected to the formation of the District. In exchange for the owners withdrawing their objections, they and the City entered into an agreement (Agreement) to defer payment of the special assessment for improvements to Horizon Drive. The release and satisfaction of the Agreement are the subject of this Resolution.

The Agreement provided that in exchange for the Owners withdrawing their objection to the District that payment of the special assessment would be deferred until the Owners developed or sold the property or until January 1, 1992. The property has not developed and the City has no records showing whether the special assessment was paid on or before January 1, 1992. In 2001 in case number 00CV73 the City acquired a portion of the property for the current alignment of 27 1/2 Road; the Agreement/special assessment was not an issue in that proceeding and presumptively if the Agreement had not been satisfied it would have been discovered by the City.

Since 1992 the City has taken no action to enforce a lien on the property and was unaware of the existence of the Agreement until being recently contacted regarding the Agreement and the fact that it may preclude the sale of the property.

Because the City has no record that the special assessment was not paid and due to the passage of time without concern for it/attempts at collection of the special assessment, the City Attorney recommends that the Council approve Resolution 94-19 finding that the Agreement is satisfied and released.

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

The *AGREEMENT TO DEFER PAYMENT OF SPECIAL ASSESSMENT,* a copy of which is attached, is released and deemed satisfied and of no further effect.

PASSED and ADOPTED this ____ day of _____ 2019.

_____
President of the City Council *pro tempore*

ATTEST:

_____
City Clerk

Grand Junction City Council

Regular Session

Item #3.h.

Meeting Date: December 18, 2019

Presented By: Ken Watkins, Fire Chief

Department: Fire

Submitted By: Ken Watkins

Information

SUBJECT:

A Resolution Authorizing Membership into the Colorado Firefighter Cancer Benefits Trust

RECOMMENDATION:

Staff recommends adoption of this resolution.

EXECUTIVE SUMMARY:

On July 1, 2017, Senate Bill 17-214 was enacted to provide cancer benefits to eligible firefighters suffering from the five types of statutorily covered cancers. Prior to this bill the state had enacted a Firefighter Presumptive Cancer law were these claims were meant to be paid through employers workers' compensation programs.

The benefits under Senate Bill 17-214 is optional for employers and the state does not provide funding. However, the Colorado Firefighter Heart and Circulatory Benefits Trust ("Trust") began providing cancer benefits similar to the firefighter heart and circulatory benefits. Fire Departments that opt to join the Trust for cancer benefits pay a per firefighter fee for this coverage. Staff has evaluated the Trust and is recommending that the City join the Colorado Firefighter Cancer Benefits Trust in order to provide cancer benefits for eligible firefighters.

BACKGROUND OR DETAILED INFORMATION:

The Colorado Firefighter Presumptive Cancer law was enacted in 2007. However many firefighters in the state have struggled to obtain claim approval under this law. Cancer claims require a large amount of time and effort to conduct investigations, involving invasive and time consuming inquires. These claims can easily take 90 days and sometimes end up with years of litigations, which caused the workers' compensation rates to soar, putting a heavy financial burden on fire departments.

The Colorado State Fire Chiefs, Colorado Professional Firefighters, Colorado Municipal League and the Colorado Special Districts Association believed that providing this benefit similar to the firefighter heart and circulatory benefit was a better way to handle job-related cancer claims of firefighters. Cancer has become a significant concern in firefighters and according to OSHA, firefighters are 9% more likely than the average person to get cancer, and 14% more likely to die from it.

In response, Colorado Senate Bill 17-214 was enacted on July 1, 2017 to provide cancer benefits to eligible firefighters similar to the heart program. This benefit is optional for employers and the state does not provide funding. The City has not been providing this benefit as job related cancer claims have been filed through the City's workers' compensation program.

With the success of the heart and circulatory benefit being administered through the "Heart Trust", the cancer benefit was added, creating the Colorado Firefighter Heart and Cancer Benefits Trust. As of June 30, 2019, there are 64 fire departments in the cancer program with approximately 2,898 firefighters covered. The Trust is governed by a nine-member board of directors and administered by a third-party trust administrator.

Under this program, liabilities from cancer claims are capped at 10 years and at $250,000 for each cancer diagnosis in contrast to the current unlimited liabilities imposed by the workers' compensation system under which a firefighter could file a cancer claim 30 years after retirement. Participation in this program will remove future cancer claims from the workers' compensation system, reducing future rates and allowing financial relief for the City.

For firefighters, the claim process will be streamlined and payments will start within 10 days of confirmation to the Trust of a diagnosed cancer. Benefits will be based on the type and the stage of cancer. Firefighters are given more flexibility in treatment, care providers and encouraged financially to return to work.

Staff has concluded that joining the Trust provides benefits to not only our employees but also to the City. Since 2014, the City has paid out over $410,000 for 10 firefighter cancer claims. The multiple employer trust provides financial security to the City for these type claims by providing a more effective option than workers' compensation and reduces the amount of staff time to process the claim. Membership in the Trust would allow for providing both the heart and cancer benefit to Grand Junction employees through one trust agreement with the Colorado Heart and Cancer Benefits Trust.

FISCAL IMPACT:

The cost to join the Trust is $265.00 per eligible full-time firefighter for an estimated total

of $36,800. This expense has been included in the 2020 General Fund Budget. By joining the Trust the City expects to see a reduction in direct costs for firefighter cancer claims and the possibility of reduced workers' compensation insurance premiums.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 92-19, a resolution authorizing the membership in the Colorado Firefighter Cancer Benefits Trust.

Attachments

1. Colorado Firefighter Heart and Cancer Benefits Trust Agreement
2. RES-Firefighter Cancer Benefits Trust

TRUST AGREEMENT

FOR

COLORADO FIREFIGHTER HEART AND CANCER BENEFITS TRUST

November 24, 2014
Amended October 22, 2015
Amended May 17, 2017
Amended November 12, 2019

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TRUST AGREEMENT

THIS TRUST AGREEMENT (this "Agreement") is entered by and between the undersigned Colorado governmental entities (who, together with and any other Colorado governmental entities that becomes a participating Member under this Trust, are collectively the "Members") and the undersigned trustees constituting the "Trust Committee" for the Trust, as defined herein (the "Trust Committee").

WITNESSETH:

WHEREAS, the Members are exempt from federal income tax under the Internal Revenue Code of 1986, as amended, as a state or territory of the United States, or any political subdivision, municipality or agency thereof, or an agency of such political subdivision or municipality (including any corporation owned or controlled by any state or territory of the United States or by any political subdivision, municipality, or agency); and

WHEREAS, the Members desire by and through this Agreement to provide a benefit plan that provides heart and circulatory malfunction benefits consistent with the provisions of Part 3 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), as specified in the Colorado Firefighter Heart and Circulatory Malfunction Benefits Plan and cancer benefits consistent with the provisions of Part 4 of Article 5 of Title 29, C.R.S., as specified in the Colorado Firefighter Cancer Benefits Plan (collectively, the "Plan"); and

WHEREAS, the Members desire for the Trust to accept funds that shall from time to time be paid over to the Trust Committee in accordance with the terms of this Agreement, together with the earnings and profits thereon, if any, and to hold the funds in trust (the "Trust") and to make disbursements from the Trust in accordance with the provisions of this Agreement and the Plan; and

WHEREAS, the Members desire to appoint the Trust Committee as a trustee to hold and administer the assets of the Plan in accordance with this Agreement; and

WHEREAS, the Trust Committee has agreed to serve as trustee of the trust established under this Agreement; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code Section 115; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a multiple employer health trust for the purpose of Part 3 and Part 4 of Article 5 of Title 29, C.R.S.;

NOW, THEREFORE, the Members and the Trust Committee hereby mutually covenant and agree as follows:

ARTICLE I
DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

1.1 **Administrator** means the person, committee or entity appointed by the Trust Committee to serve as plan administrator of the Plan. The Administrator shall be retained by the Trust Committee and shall administer the Plan pursuant to an administrative services agreement entered into between the Administrator and the Trust Committee.

1.2 **Authorized Investment** means and is limited to those investments that are defined as permissible for investment of public funds in Section 24-75-601 et seq. C.R.S., as in effect from time to time.

1.3 **Beneficiary** means any person designated under the terms of the Plan to receive benefits payable upon the death of a Participant.

1.4 **Code** means the Internal Revenue Code of 1986, as amended.

1.5 **Custodian** means Wells Fargo Bank, N.A., which shall serve as custodian for the Trust Fund. To the extent any assets are held by any custodian other than Wells Fargo Bank, N.A., such party shall also be considered a Custodian for the Trust.

1.6 **Fiscal Year** means the accounting year of the Trust, which shall commence on July 1 and end on June 30 of each year, except that the first year shall commence on the Effective Date and shall end on the immediately following June 30. *(As Amended, Ballot 2015-1, eff. 11/24/2014)*

1.7 **Investment Committee** means the person, committee or entity appointed in accordance with the terms of the Trust to make and effect investment decisions under the Plan and Trust. Unless the Trust Committee appoints an Investment Committee, the Trust Committee shall be deemed to be the Investment Committee.

1.8 **Investment Fund** means any of the separate funds established by the Investment Committee for the investment of Plan assets.

1.9 **Investment Manager** means any person, corporation or other organization or association appointed by the Trust Committee pursuant to the terms of Section 4.3 to manage, acquire or dispose of the assets of an Investment Fund.

1.10 **Members or Member** means those governmental employers listed on Exhibit A and any other governmental employer that becomes a participating Member under this Trust pursuant to Article VIII, below.

1.11 **Member Representative** means that person who has been designated in writing by a Member as its representative to the Trust.

1.12 **Participant** means an employee or former employee of the Member.

1.13 **Plan** means the Colorado Firefighter Heart and Circulatory Benefits Plan and the Colorado Firefighter Cancer Benefits Plan set forth in Part 3 and Part 4 of Article 5 of Title 29, Colorado Revised Statutes, and in the Plan Summaries of Benefits as such Plan may be amended from time to time.

1.14 **Trust** means the trust established by this Agreement.

1.15 **Trust Committee** means the Trust Committee appointed pursuant to Section 3.1 of this Trust Agreement, acting as a group or body.

1.16 **Trust Fund** means the total amount of cash and other property held in the Trust under this Agreement.

1.17 **Trustee** means the Trust Committee members and their successors as provided by this Agreement.

ARTICLE II
ESTABLISHMENT OF THE TRUST

2.1 **Trust Established**. The Members hereby establish with the Trust Committee, as a funding medium for the Plan, a Trust consisting of the Trust Fund and such earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time.

2.2 **Limit of Interest - Impossibility of Diversion**. It shall be impossible at any time for any part of the Trust to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries covered under the Plan, except that the payment of taxes and administration expenses may be made from Trust funds as hereinafter provided. Funds of the Trust may not be transferred to any other account or fund of a Member.

2.3 **Trust Committee's Acceptance**. The Trust Committee accepts the Trust hereby created and agrees to perform the duties hereby required of the Trust Committee.

ARTICLE III
TRUSTEES AND SUCCESSOR TRUSTEES

3.1 **Trustees.** The Trust shall be administered by the Trust Committee. The Trust Committee shall be comprised of nine (9) individual Trustees; provided, however, that the Trust Committee shall be deemed duly constituted and may commence operations of the Trust upon seating of and execution of this Agreement by four (4) initial Trustees. Each Trustee must be a Participant and

current employee of a Member, except as provided below. Trustees shall be appointed by the Board of Directors of the Colorado State Fire Chiefs ("CSFC Board") from among the following:

(a) One Trustee who is a Member Representative from a fire district or fire authority serving an area having less than thirty thousand (30,000) in population;

(b) One Trustee who is a Member Representative from a fire district or fire authority serving an area having more than thirty thousand (30,000) in population;

(c) One Trustee who is a Member Representative from a municipality having less than thirty thousand (30,000) in population;

(d) One Trustee who is a Member Representative from a municipality having more than thirty thousand (30,000) in population;

(e) One Trustee who is a Participant and officer of the Colorado Professional Firefighters Association ("CPFF"), who is designated for appointment by CPFF; and

(f) Four Trustees who are Member Representatives from four other Members of any size or type, who are elected or appointed officials or employees of the Member and are not firefighters eligible for participation in the Plan, and at least two of whom are persons holding full-time positions in risk management or human resources for their appointing Member.

Nominations for Trustees from the Members and CPFF shall be made by elected governing body of the Member (i.e., district board of directors, city council, CPFF Board of Directors) and be submitted to the CSFC Board at such time as the CSFC Board may provide. Terms of the Trustees shall be two-year, overlapping terms or until their successors have been appointed, except that in the initial appointment of Trustees, four of them shall serve an initial term of no more than two years and five of them shall serve an initial term of no more than one year so as to establish the staggering of terms. The term shall begin on a January 1, and end at midnight on a December 31, except that the initial Trustees' terms shall begin upon the formation of the Trust.

A vacancy shall occur on the Trust Committee when a Trustee (1) submits a written resignation to the Trust Committee; (2) dies; (3) ceases to be a Participant; (4) ceases to be a Member Representative, except in the case of the CPFF Trustee to whom such requirement (4) does not apply; (5) fails to attend three consecutive regular meetings of the Trust Committee without the Committee having entered upon the record its proceedings an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or (6) is convicted of a felony. Any vacancy on the Trust Committee shall be filled by appointment by the CSFC Board for the unexpired portion of the term. Upon appointment and written acceptance thereof, a successor Trustee shall have all the title, rights, powers and privileges and duties conferred or imposed upon the initial or predecessor Trustee.

3.2 **Successor Trustees.** No successor Trustee need examine the accounts, records and acts

of any previous Trustee of any allocation of the Trust assets, nor shall such successor Trustee be responsible for any act or omission to act on the part of any previous Trustee. All Trustees and their successors from time to time acting under this Agreement shall have all the rights, powers and duties of the initial Trustees named in this Agreement, unless this Agreement is amended to provide otherwise.

3.3 **Compensation.** The Trustees shall receive no compensation for their services rendered under this Agreement other than any compensation as an employee of a particular Member. The Trust Committee may adopt policies to reimburse Trustees for actual meeting expenses and attendance at the Trust Committee meetings and other properly incurred expenses on Trust matters.

3.4 **Chair and Officers; Sub-Committees.** The officers of the Trust Committee shall be the chair, vice chair and secretary. The officers shall be appointed by the Trust Committee from among its members. Appointment of officers shall occur at the first meeting of the Trustee Committee each year. The Trust Committee may establish sub-committees necessary or appropriate to the exercise of its powers.

3.5 **Meetings.** The Trust Committee shall determine the time and place of its regular meetings. Special meetings of the Trust Committee may be called by the chair or by four (4) Trustees. The Trustees shall be provided with at least ten (10) days prior written notice designating the time, place and agenda of a regular meeting and three (3) days prior written notice designating the time, place and agenda of any special meeting. The manner of giving notice of meetings may include, without limitation, service by electronic mail to the Trustee's e- mail address. Regular and special meetings of the Trust Committee may be held by telephone or electronic (internet-based) conference call. Any meeting at which all Trustees are present in person, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the requirement to provide any notice.

3.6 **Proxy.** Any Trustee may duly authorize in writing another Trustee to cast a vote on one (1) or more specific matters to be voted on at a meeting, on behalf of such Trustee. Any such written authorization must specify the matter or matters and be given for a specific meeting and may not carry over to subsequent meetings.

3.7 **No Delegates.** A Trustee and/or the Trustee's Member Representative may not appoint a delegate to serve in his or her place.

3.8 **Quorum and Voting.**

(a) To constitute a quorum at any regular or special meeting of the Trust Committee and for any action to be valid at such meeting, there must be present in person or by proxy a majority of the appointed Trustees

(b) Valid actions at meetings at which a quorum is present require the affirmative vote of a simple majority of those Trustees present and voting, except where an absolute majority is expressly required. Each Trustee shall cast his or her vote on

each matter upon which action is taken, except where abstention from voting is required because of conflict of interest.

(c) To approve the following items, an absolute majority vote (as defined below) is required:

(1) Annual budget;

(2) Incurring any debt other than liabilities in the ordinary course of business; and

(3) Settling any litigation involving the Plan or Trust.

An absolute majority vote is the affirmative vote of at least five (5) Trustees.

3.9 **Action without a Meeting.** Any action that may be taken at a meeting of the Trust Committee may be taken without a meeting upon the written consent of a sufficient number of the Trustees otherwise required to approve such action at a meeting and shall be effective on the date of the last consent, unless two (2) or more Trustees object to taking the action without a meeting. A copy of such written consent, signed by the Trustees, shall be provided within ten (10) days of the effective date of the consent to each Trustee. Consent may be signified by a signature of the Trustee on a written consent or by an electronic means, such as an affirmative email response to a request for confirmation of favorable action on a matter, approval of a specific resolution, etc.

3.10 **Conflicts of Interest.** Trustees should avoid the appearance of impropriety. A Trustee shall exercise care that the Trustee's independent judgment in the discharge of Trust Committee responsibilities is not impaired as a result of conflicts between the interests of the Trust and the Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates. A Trustee shall not vote or decide upon any matter relating solely to himself or herself or vote in any case in which his or her individual right or claim to any benefit under the Plan is particularly involved or in which he or she otherwise has a conflict of interest. In the event that a Trustee believes that he or she has a conflict of interest, the Trustee shall disclose the conflict to the Trust Committee and shall refrain from participating in the matter to which the conflict relates. The minutes of the meeting where the disclosure is made shall reflect the disclosure and the fact of the Trustee having abstained from participation in the matter. A Trustee shall not use confidential information acquired in the course of the performance of Trust Committee responsibilities to further that Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates.

3.11 **Office Location and Meeting Place.** All meetings of the Trust Committee shall be held at a place designated at least annually by the Trust Committee, or the chair, if the Trust Committee is unable to reach an agreement regarding a meeting location. The Trust shall have its principal office at 433 S. Allison Parkway, Lakewood, CO 80226.

3.12 **Agent for Service of Legal Process.** The designated agent for service of legal process shall be Samuel J. Light, Light Kelly, P.C. 101 University Blvd., Suite 210, Denver, Colorado 80206, or any successor agent as the Trust Committee shall designate.

3.13 **Rules and Regulations.** The Trust Committee shall have the power at any regular or special meeting to adopt bylaws, rules, regulations and policies for the administration of the Trust, and for the conduct of the affairs of the Trust Committee. Any bylaws, rules, regulations and policies of the Trust Committee shall be consistent with the written provisions of the Trust Agreement, and shall be binding upon all persons dealing with the Trust and upon any and all persons claiming any benefits under the Plan.

ARTICLE IV
DUTIES OF TRUST COMMITTEE

4.1 **Duties.** It shall be the duty of the Trust Committee:

(a) **Receipt of Contributions.** To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Trust Committee. The Trust Committee shall not be responsible for the calculation or collection of any contribution required to be paid by the Member to the Trust under the Plan, but shall be responsible only for property actually received by it pursuant to this Agreement.

(b) **Management of Funds.** To hold, invest, reinvest, manage and administer (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the benefit of Participants and their Beneficiaries in accordance with the terms of this Agreement.

(c) **Payments.** To direct payments under the Plan; provided, however, that the Trust Committee may rely upon the directions received from the Administrator, and the Administrator hereby indemnifies the Trust Committee from any loss, claim, damage or liability, including legal expenses, that may arise in connection with the Trust Committee's acting upon such direction.

(d) **Appointment of Administrator.** To appoint such person, committee or entity as the Trust Committee shall determine to serve as Administrator of the Plan, and to contract with the Administrator for provision of its services. The Trust Committee shall have the power to terminate the appointment of the Administrator upon written notice with or without cause.

(e) **Appointment of Investment Committee.** To appoint as the Investment Committee such person, committee or entity as the Trust Committee shall determine to make and effect investment decisions under the Plan and Trust; provided, however, that the Trust Committee may appoint itself as the Investment Committee.

ARTICLE V
INVESTMENT OF TRUST ASSETS

5.1 **General Investment Power/Investment Funds.**

(a) **Authority of Investment Committee.** Except as provided in Sections 5.2 and 5.3, the Investment Committee shall have all authority and responsibility for the management, disposition and investment of the Trust Fund, and the Trust Committee shall comply with directions of the Investment Committee. The Investment Committee shall not issue any directions that are in violation of the terms of the Plan or this Agreement.

(b) **Investment Funds.** The Trust may be divided into one or more separate Investment Funds, the number, makeup and description of which shall be determined from time to time by the Investment Committee. The Trust Committee shall implement, terminate, value, transfer to and from and allocate the gains, losses and expenses among the Investment Funds in accordance with the proper directions of the Investment Committee, the Administrator, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers.

(c) **Funding Policy.** The Trust Committee shall have responsibility for selecting or establishing and carrying out a funding policy and method, consistent with the objectives of the Plan. The Trust Committee shall be responsible for the proper diversification of the Trust Fund, for the prudence of any investment of Trust assets consistent with State law, for compliance with statutory limitations on the amount of investment in securities, and for assuring that any such investments meet the requirements of State law.

5.2 **Investment Managers.**

(a) **Appointment.** The Investment Committee may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds. Each such Investment Manager shall be either (i) registered as an investment adviser under the Investment Advisers Act of 1940; (ii) a bank, as defined in such Act; or (iii) an insurance company qualified to perform the services of Investment Manager under the laws of more than one state. The Investment Committee shall obtain from any Investment Manager so appointed by it a written statement acknowledging (i) that such Investment Manager is or on the effective date of its appointment will become a fiduciary with respect to the Trust assets under its management; (ii) certifying that such Investment Manager has the power to manage, acquire or dispose of Trust assets in the manner contemplated by the contract or other written instrument by which its appointment is or will be effected; and (iii) certifying that it is either an

investment adviser, a bank or an insurance company which is qualified to be appointed as an Investment Manager under this Agreement.

(b) **Contractual Arrangement**. The Investment Committee shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Investment Committee deems appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).

(c) **Trust Committee's Duties**. With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Trust Committee shall follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets.

(d) **Failure to Direct**. In the event that an appointed Investment Manager shall fail to direct the Trust Committee with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Trust Committee shall invest such cash only when and as directed by the Investment Committee.

(e) **Termination of Appointment**. The Investment Committee shall have the power to terminate the appointment of an Investment Manager upon written notice with or without cause. Upon the termination of the appointment of an Investment Manager, the Investment Committee shall (i) appoint a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) direct the Trust Committee to merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust assets, or (iii) direct the Trust Committee to invest the assets of such Investment Fund as the Investment Committee deems appropriate in accordance with the existing funding policy.

5.3 **Manner and Effect of Directions**.

(a) **Delegation of Authority to Custodian**. The Custodian is delegated the authority and responsibility for receiving and carrying out the directions of the Trust Committee, the Administrator, the Investment Committee, any Investment Manager or their designees. With respect to any assets held by a party other than Trust Committee, the Trust Committee is authorized and directed to delegate to the Custodian the authority and responsibility for receiving and carrying out the directions of the Investment Committee, any Investment Manager or their

designees. The Trust Committee is authorized and directed to enter into such agreements with another Custodian as are deemed necessary or appropriate to effect such delegation.

5.4 **Authorization of Designee(s).** The Administrator and the Investment Committee may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the appropriate committee shall furnish the Trust Committee with written documentation of the appointment and a specimen signature of each designee. The Trust Committee shall be entitled to rely upon such documentation until the Trust Committee is otherwise notified in writing.

ARTICLE VI
POWERS OF TRUST COMMITTEE

6.1 **General Authority.** In accordance with the directions of the Investment Committee and any Investment Managers as provided in Article V, the Trust Committee shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter provided.

6.2 **Specific Powers.** In the management of the Trust, the Trust Committee shall have the following powers in addition to the powers customarily vested in trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon and in accordance with the directions of the Investment Committee and, to the extent applicable, any duly appointed Investment Managers:

(a) **Purchase of Property.** With any cash at any time held by it, to purchase or subscribe for any authorized investment (as defined in Section 6.3) and to retain the same in trust.

(b) **Disposition of Property.** To sell, exchange, transfer or otherwise dispose of any property at any time held by it.

(c) **Retention of Cash.** To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust.

(d) **Exercise of Owner's Rights.** The Members acknowledge and agree that the Trust Committee shall have the right or power to vote proxies appurtenant to securities that it holds. The Members acknowledge and agree that the Trust Committee shall have the power to make any review of, or consider the propriety of, holding or selling any assets held in the Trust Fund in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets.

(e) **Registration of Investments.** To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Trust Committee shall at all times show that all such investments are part of the Trust.

(f) **Borrowing.** To the extent permitted by State law and at the direction of the Investment Committee, to borrow or raise money for the purposes of the Trust in such amounts, and upon such terms and conditions, as determined by the Investment Committee; and, for any sum so borrowed, to issue its promissory note as Trust Committee and to secure the repayment thereof by pledging all or any part of the Trust Fund to the extent permitted by State law; and no person lending money to the Trust Committee shall be bound to see to the application of the money lent or to inquire into the validity, expediency or propriety of any such borrowing.

(g) **Purchase of Contracts.** To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any insurance, re-insurance, excess or stop loss insurance or annuity contract that the Trust Committee determines or the Investment Committee directs it to purchase or that is necessary or appropriate to carrying out the purposes of the Plan. The Trust Committee shall endeavor to obtain stop loss insurance to provide coverage for payment of benefits under the Plan above specified per claim and aggregate limits, provided such stop loss coverage can be obtained at a reasonable cost as determined by the Trust Committee.

(h) **Execution of Instruments.** To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted.

(i) **Settlement of Claims and Debts.** To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings.

(j) **Establish Rules and Polices.** To establish, to the extent consistent with this Agreement and the Plan, rules and policies necessary or appropriate to the administration of the Trust or the carrying out of the powers herein granted.

(k) **Trustee Insurance.** To purchase on behalf of the Trust Committee and the Investment Committee, trustees' errors and omissions insurance or similar coverage in such amounts as are recommended by a licensed insurance broker for benefit plans and a trust of similar size and purpose.

(l) **Risk Management.** To establish reasonable risk management policies and procedures.

(m) **Delegation.** To delegate in writing fiduciary responsibilities or ministerial powers and duties to such officers, agents, representatives and independent contractors as determined desirable, provide such delegation does not conflict with the provisions of this Agreement or the Plan.

(n) **Employment of Agents, Advisers and Counsel.** To employ suitable agents, actuaries, auditors, accountants, investment advisers, brokers and counsel, and to pay their reasonable expenses and compensation.

(o) **Appointment of Custodian.** The Trust Committee shall designate a custodian to hold Trust assets. The Trust Committee may change the custodian upon an affirmative vote of five (5) Trustees.

(p) **Statutory Provisions**. To exercise powers and carry out obligations provided for in Part 3 and Part 4 of Article 5 of Title 29, C.R.S., in matters relating to the administration of the Plan and Trust, upon such terms and conditions as it may deem in the best interest of the Trust.

(q) **Power to do any Necessary Act.** To do all acts which it may deem necessary or proper and to exercise any and all powers under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

6.3 **Authorized Investments.**

(a) **General Definition.** "Authorized investment" as used in this Article VI shall mean and be limited to those investments that are defined as permissible for investment of public funds in Section 24-75-601 et seq. C.R.S., as in effect from time to time.

(b) **Responsibility for Compliance.** The responsibility for determining whether any investment of Trust assets complies with the terms of this Agreement and applicable law shall lie solely with the Trust Committee.

ARTICLE VII
CONTRIBUTIONS TO THE TRUST FUND

7.1 **Member Contributions.** Subject to the limitations of this Agreement, each Member shall pay or cause to be paid contributions to the Trust at such times and in the amounts determined by the Trust Committee as are necessary to ensure funding of the Trust is sufficient, that operation of the Trust is not hazardous to the public or Participants or which the Trust Committee otherwise deems beneficial to protect the financial condition of the Trust. The Trust Committee shall establish Member contributions consistent with this Agreement, the Plan and any guidelines consistent with this Agreement and the Plan as established by the Trust Committee from time-to-time.

7.2. **Contributions on Annual Basis; Rate Structure.** The contribution rate structure for Member contributions shall provide for contributions to be made on an annual basis. Contributions shall be sufficient to fund the projected benefits and applicable expenses for the Participants receiving benefits under the Plan.

7.3 **Failure to Make Contributions.**

(a) If any Member fails to make its Member contribution to the Trust within thirty (30) business days after the date on which they are due, such contributions shall bear interest from the date due at the rate of return for the three (3) month LIBOR rate set on the date when such contribution was first due plus one percent (1%), compounded monthly.

(b) Any other Member may, with the consent of the Administrator, make the contribution on behalf of the delinquent Member and, such amount shall become a debt of the delinquent Member to the contributing Member.

(c) The Trust Committee has the right, upon an affirmative vote of five (5) Trustees, with any Trustees from a Member in default excluded from the vote, should the delinquent Member not cure the delinquency within thirty (30) calendar days after the Administrator provides written notice to the Member of its delinquency, to terminate:

(1) such Member's participation in the Plan and Trust at the end of an additional thirty (30) calendar day notice period or the end of the Plan year of the Member's delinquency, if earlier, if such delinquency is not cured, and

(2) upon such termination, no claims submitted by Participants of the delinquent Member for benefits subsequent to the date of the termination, shall be paid by the Trust.

(d) The Trust Committee also has the right, upon an affirmative vote of five (5) Trustees, with any Trustees from the Member in default excluded from the vote, to notify the Participants of such delinquent Member that such Member's participation in the Plan and Trust has been or will be terminated.

(e) Nothing herein, however, shall relieve the delinquent Member of its responsibility for benefits payable to its Participants.

7.4 **TABOR Compliance.** This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. All financial obligations of a Member under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. No Member's contribution for any Fiscal Year shall exceed the annual contribution billed for such Fiscal Year unless additional funds for payment thereof have been appropriated by the Member.

7.5 **State Funding**. For benefits required under Section 29-5-302, C.R.S., no Member shall be required without its consent to make a contribution for a Fiscal Year in excess of the amount of state funding paid or payable to the Member under Section 29-5-302(11), C.R.S. for that Fiscal Year. There is reserved to the Members and to the Trust the right set forth in Section 29-5-302(12) C.R.S., providing that if, at any time, the state funding provided for the benefit required by Section 29-5-302, C.R.S. is insufficient to cover the cost of the benefit, then the requirements of Section 29-5-302, C.R.S. to maintain the benefit shall become optional pursuant to Section 29-1-304.5. C.R.S. The Trust Committee may establish guidelines consistent with this Agreement governing any exercise of the right under said Section 29-5-302(12), C.R.S.

7.6 **Reports**. The Trust Committee shall provide reports needed for purposes of administration of this Agreement and the Plan.

ARTICLE VIII
PARTICIPATION, WITHDRAWAL AND OBLIGATIONS OF MEMBERS

8.1 **Participation in Trust by Members**. The initial participating Members in the Trust are as set forth on Exhibit A. Additional Members may participate in the Trust subject to the approval of the Trust Committee, which participation shall be effective as of the beginning of the next Fiscal Year or such other date as determined by the Trust Committee. Participation in the Trust is limited to those employers who are governmental entities participating for purposes of Part 3 of Article 5 of Title 29, C.R.S or for purposes of Part 4 of Article 5 of Title 29, C.R.S., and a Member may participate in the Trust for either or both such purposes. The Trust Committee reserves the right to require a new participating Member at the time of joining the Trust to contribute to the reserves of the Trust or to make such other appropriate financial contribution as determined by the Trust Committee. The Trust Committee may reject requested participation by any additional Member for any reason. To participate in the Trust, a Member must properly adopt and enter into this Trust Agreement, which shall be evidenced by providing to the Trust Committee (i) a certified copy of the resolution or ordinance of the governing body of the Member approving and entering into this Trust Agreement, and (ii) a signed counterpart original of this Trust Agreement duly executed by presiding officer of the governing body or other authorized officer of the Member.

8.2 **Withdrawal by Member**. A Member may withdraw from participation in the entire Trust on the following terms and conditions:

(a) Except as provided in this section, any Member which intends to withdraw from participation in the Trust must give at least ninety (90) days advance written notice to the Trust Committee. Upon a Member's withdrawal from the Trust, any Trustees who are employees of such Member shall no longer serve as Trustees.

(b) Upon withdrawal, the Member shall be deemed to have withdrawn from participation in the entire Trust. Upon the effective date of withdrawal, the Member's Participants shall cease to participate in the Plan, provided, that if required by law, a Participant's benefits may be extended pursuant to, if and to the

extent applicable, the terms and provisions of the Plan, including those Participants who have filed a claim for or are receiving benefits under the terms of the Plan prior to the effective date of the Member's withdrawal, in which case benefits shall continue subject to the withdrawing Member's payment of required contributions.

(c) Upon withdrawal, the Trust Committee also has the right to notify the Participants of such withdrawing Member that such Member's participation in the Plan and Trust has ceased or will cease.

(d) In the event of a Member's withdrawal pursuant to this section, such withdrawing Member shall have no right to any of the assets, income or reserves of the Trust at any time, nor shall such Member have any right to a refund or rebate of any of its contributions to the Trust.

8.3 **Successors and Assigns.** Upon approval of the Trust Committee, a participating Member may transfer or assign its participation in the Trust to any successor in interest, whether by merger, consolidation, reorganization, restructuring, transfer of employees, or dissolution, creation or consolidation of Member entities or governing boards or otherwise.

8.4 **Powers of Members.** In addition to powers herein vested in the Members, the Members shall have the power to:

(a) Amend the Trust Agreement by a two-thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.

(b) Terminate the Plan and disburse its assets by a two-thirds (2/3) vote of all Members, pursuant to such notice and in keeping with such procedure as shall be shall be established by the Trust Committee. In the case of such a vote, termination of the Plan shall be pursuant to provisions of Article X.

8.5 **Meetings of the Members.** Meetings of the Members shall be held as follows:

(a) Members shall meet at least once annually at a time and place to be set by the Trust Committee, with notice mailed to each Member at least thirty (30) days in advance.

(b) Special meetings of the Members may be called by the Trust Committee upon its own motion and shall be called by the Trust Committee upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.

(c) The chair of the Trust Committee shall preside at the meetings; the vice chair shall preside in the absence of the chair.

(d) Thirty percent (30%) percent of the Members shall constitute a quorum to conduct business.

(e) Except for action to terminate the Plan, proxy voting shall be allowed, pursuant to such procedures as the Trust Committee may determine. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative.

8.6 **Member Obligations**. In addition to the other provisions, hereof, each Member shall have the obligation to:

(a) Pay all contributions or other payments to the Trust at such times and in such amounts as shall be established by the Trust Committee. Any delinquent payments shall be paid with interest pursuant to a policy established by the Trust Committee and uniformly applied.

(b) Designate in writing a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an employee of the Member, except as provided in Section 3.1, and may be changed from time to time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative.

(c) Allow the Trust Committee and Administrator and their agents reasonable access to records of the Member as required for the administration of Plan and Trust.

(d) Cooperate fully with the Trust Committee and Administrator and their agents in matters relating to the administration of the Plan and Trust and the administration and coordination of benefits under the Plan.

(e) Allow the Trust Committee to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of benefits furnished through the Plan.

(f) Comply with the benefits administration, claims handling and related policies established by the Trust Committee.

ARTICLE IX
ADMINISTRATION

9.1 **Accounting**.

(a) **Books and Records**. The Administrator generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Administrator and the Trust Committee. The Trust shall account separately for contributions made for heart and circulatory malfunction

benefits pursuant to Part 3 of Article 5 of Title 29, C.R.S., and contributions made for benefits for cancer benefits pursuant to Part 4 of Article 5 of Title 29, C.R.S., but separate audits or financial statements are not required. All books and records relating thereto shall be open to inspection and audit at all reasonable times by any person or persons designated by the Administrator, the Member, or the Investment Committee. The Trust Committee shall promptly provide copies of such books or records to any persons designated by the Administrator.

(b) **Accounting**. Following the close of each Plan year of the Plan, or more frequently as the Trust Committee and the Administrator may agree, the Trust Committee, with the assistance of the Administrator, shall cause to be prepared a written statement setting forth all investments, receipts, disbursements and other transactions effected during such year or during the period beginning as of the close of the last preceding year. Except as may be required by statute or by regulations published by State or federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by a majority of the Members or the Investment Committee, no person shall have the right to demand or to be entitled to any further or different accounting by the Trust Committee.

(c) **Release**. Except with regard to claims of breach of fiduciary duty, upon the expiration of 90 days from the date of presentation to the Members of such annual or other statement, the Trust Committee shall forever be released and discharged from any liability or accountability to anyone as respects the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which, within such 90-day period, a Member whose interest is affected by such act or transaction shall file with the Trust Committee its written disapproval. In the event such a disapproval is filed, and unless the matter is compromised by agreement of the Trust Committee, the Trust Committee shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication. The applicable statutes of limitation shall be available to the Trust Committee in the event of a claim of breach of fiduciary duty.

(d) **Valuations**. The Trust Committee shall designate a party to be responsible for valuations of assets of the Trust for which prices are not readily available on a nationally recognized securities exchange.

(e) **Reliance on Administrator**. The Trust Committee shall be entitled to rely on the Administrator and any Custodian, other than Trust Committee, for the maintenance and provision of all records specified in this Section.

9.2 **Expenses**. The expenses incurred by the Trust Committee in the performance of its duties hereunder, including fees for legal and other services rendered and all other proper charges and disbursements of the Trust Committee, including taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in

respect of the Trust or any money, property or security forming a part of the Trust Fund, shall be paid by the Trust Committee from the Trust Fund, and the same shall constitute a charge upon the Trust Fund. To the extent the Member pays any expenses that are properly payable from the Trust Fund, the Trust Committee shall reimburse the Member that has made payment from the Trust Fund if requested to do so by the Member.

ARTICLE X
AMENDMENT OF TRUST; TERMINATION OF PLAN

10.1 **Amendment of Trust.**

(a) **Right to Amend.** The Members may amend this Agreement at any time or from time to time by the affirmative vote of two-thirds (2/3) of all Members, and any such amendment by its terms may be retroactive. An amendment shall require compliance with the terms of Section 8.4(a). An adopted amendment shall become effective upon the date specified in the ballot approved by the Members, without necessity of further written consent or signatures by the Members. Upon adoption of any amendment, the Trust Committee shall cause a current copy of this Agreement to be sent to each Member.

(b) **Exclusive Benefit.** Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any assets of the Trust Fund, other than such assets as are required to pay taxes and administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants or Beneficiaries.

10.2 **Termination of Plan.** The Trust shall continue for such time as may be necessary to accomplish the purposes for which it was created and shall terminate only upon the complete distribution of the Trust. The Trust may be terminated as of any date (and shall in fact terminate upon the complete distribution of the funds of this Trust on such date or thereafter) by unanimous vote of the Trust Committee and approval by a two-thirds (2/3) vote of all Members. Upon termination of the Trust, provided that the Trust Committee has not received instructions to the contrary, the Trust Committee shall liquidate the Trust and, after paying the reasonable expenses of the Trust, including expenses involved in the termination, distribute the balance thereof according to the written directions of each Member for the provision of benefits similar to those provided under the Plan for the benefit of each such Member's Participants and Beneficiaries covered thereunder; provided, however, that the Trust Committee shall not be required to make any distribution until the Trust Committee is reasonably satisfied that adequate provision has been made for the payment of all taxes, if any, which may be due and owing by the Plan and the Trust; and provided, further, that in no event shall any distribution be made by the Trust Committee until the Trust Committee is reasonably satisfied that the distribution will not be contrary to the applicable provisions of the Plan dealing with termination of the Plan and the Trust.

10.3 **Final Accounting.** At such time as the Trust is terminated, the Trust Committee shall render a final accounting of the affairs of the Trust to each participating Member, and thereafter there shall be no claim or action against the Trust Committee or any Trustee, and they shall have no further responsibilities or duties and shall be discharged.

ARTICLE XI
MISCELLANEOUS

11.1 **Nonalienation of Benefits.** Neither the benefits payable from the Trust Fund nor any interest in any of the assets of the Trust Fund shall be subject in any manner to the claim of any creditor of a Participant, or Beneficiary or to any legal process by any creditor of such Participant, or Beneficiary; and neither a Participant nor any Beneficiary shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.

11.2 **Benefit.** Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the benefit of Participants and Beneficiaries or the payment of expenses as herein provided.

11.3 **Effect of Plan.** The Trust Committee is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Trust Committee any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan, and the terms of this Agreement shall control over any inconsistent terms of the Plan not contrary to State law.

11.4 **Dispute Resolution.**

(a) Disputes arising in relation to benefits under the Plan shall be resolved in accordance with the procedures established in the Plan.

(b) The parties to this Agreement (each, a "party") are mutually committed to collaborative problem solving for resolving issues that may arise among or between them concerning this Agreement. In the event of a dispute, the complaining party may notify the other party of the dispute in writing and each party to the dispute will each appoint a representative to negotiate in good faith to resolve the dispute. These negotiations between representatives of the parties shall continue until the earliest of: (a) the time the dispute has been resolved; (b) the designated representatives have concluded that continued negotiation does not appear likely to resolve the dispute; or (c) thirty (30) days from the date of written notice of the dispute. If the dispute is not resolved through direct negotiations, the parties may, with the consent of all parties, attempt to settle any dispute arising out of or related to this Agreement through mediation. Unless otherwise agreed by the parties, mediation shall proceed as follows: The parties may agree on a mediator. If they are unable to agree on a mediator within thirty (30) days of the

agreement to mediate, the parties shall contact an agreed upon dispute resolution organization or service and shall use its selection process to select a mediator. Each party shall bear its own costs of the mediation and the parties shall share the costs of the mediator. The mediation shall be scheduled within sixty (60) days of the agreement to mediate. If the direct negotiation process is unsuccessful and the parties do not consent to mediation or the agreed-upon mediation process does not successfully resolve the dispute within ninety (90) days of the agreement to mediate, the parties shall be entitled to pursue any other remedy allowed by law or this Agreement. However, no party shall pursue such a remedy without first exhausting the direct negotiation process.

11.5 **Entire Agreement**. This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein.

11.6 **Approval of the Members**. The Members shall have the right, on behalf of all individuals at any time having any interest in the Trust, to approve any action taken or omitted by the Trust Committee.

11.7 **Liability for Predecessor or Successor**. No successor Trustee hereunder in any way shall be liable or responsible for any actions or omissions of any prior Trustee in the administration of the Trust or the Trust Fund prior to the date such successor Trustee assumes its obligations hereunder, nor shall any prior Trustee in any way be liable or responsible for any actions or omissions of any successor Trustee.

11.8 **Liability for Acts of Others**. No Trustee shall be liable for the acts or omissions of a Member, the Custodian, the Administrator, the Investment Committee or any Investment Manager except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.

11.9 **Governmental Immunity**. It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Trust, the Trust Committee, the individual Trustees, or the Members of governmental immunity or of the sovereign immunity of the State of Colorado or its instrumentalities or any provision of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S.

11.10 **Controlling Law**. This Agreement shall be construed according to the laws of the State of Colorado.

11.11 **Effective Date**. This Agreement shall be effective on and after November 24, 2014. Any amendment to this Agreement shall become effective upon the date specified in the ballot approved by the Members to adopt such amendment.

11.12 **Execution in Counterpart**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Member has caused this Agreement to be signed by its duly authorized officers or representatives as of the day set forth its signature.

MEMBER

_____

Sign: _____ By:

Title:

Attest:

Sign: _____

By:_____

Title:_____

Date of Member Adoption of Agreement:

_____

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____-19

A RESOLUTION ADOPTING AND ENTERING INTO THE TRUST AGREEMENT FOR THE COLORADO FIREFIGHTER CANCER BENEFITS TRUST AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH

Under Part 4 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), an employer as defined therein may participate in the voluntary firefighter cancer benefits program to provide certain cancer benefits in accordance with and subject to the requirements and limitations of said Part 4.

For a number of reasons which include changes to the City's management of employee insurance and risk programs, the City has determined that joining and participating in a multiple employer health trust is now the preferred structure for providing the benefit.

The City Council has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and §§10-3-903.5, 29-1-201 *et.seq*. and 29-5-401 *et.seq*. C.R.S., as amended, to participate with other employers in a multiple employer health trust for the provision of benefits and for related claims handling, risk management, and other functions and services related to such benefits.

The City Council authorizes the City Manager to finalize and execute a Trust Agreement for the Colorado Cancer Benefits Trust, a copy of which is attached hereto as Exhibit A, by and through which the Members (as defined therein) desire to establish a trust (the "Trust") and provide a benefit plan that provides firefighter cancer benefits consistent with the provisions of Part 4 of Article 5 of Title 29, C.R.S., as specified in the Colorado Firefighter Cancer Benefits Plan (the "Plan").

The Trust and its members, together with the Plan, intend that each and all shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code Section 115.

The City Council hereby finds and resolves that membership and participation in the Trust and Plan would be in the best interests of the City of Grand Junction, its employees and its taxpayers and authorizes the City Manager to finalize and enter into a Trust Agreement for the Colorado Firefighter Cancer Benefits Trust, and to take other actions in connection therewith.

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

1. Authorizes the City Manager to effectuate membership in the Colorado Firefighter Cancer Benefits Trust.

2. Designates Melisa Geringer as its initial Member Representative to the Trust and designates Ken Watkins as its initial Alternate Representative to the Trust, such persons having the addresses stated below.

3. Representative Mailing Address: 250 N. 5th Street
Grand Junction, Colorado 81501

Representative Email Address: melisag@gjcity.org

Alternate Representative Mailing Address: 625 Ute Avenue
Grand Junction, Colorado 81501

Alternate Email Address: kenw@gjcity.org

4. With the adoption of this Resolution and subject to the terms of the agreement executed by the City Manager, the City will become a Member of the Trust, with its participation to commence effective as of the date determined in accordance with the Trust Agreement. The City Council, as the governing body of the City hereby requests, unless other dates are later designated by the City Manager, that coverage should begin on January 1, 2020 for the Colorado Firefighter Cancer Benefits Plan.

5. Authorizes the City Manager, the City Attorney and the Manager's designees to take all such actions as the City Manager determines are necessary or appropriate with respect to City Participation in the Trust, including without limitation, designating successor Member Representative and Alternate Representative; requesting or canceling participation in any or all of the coverages under the Plan, and executing and delivering any documents relating to City participation in the Trust.

PASSED and ADOPTED this 18th day of December 2019.

ATTEST:

_____
President of City Council

_____
City Clerk

Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: December 18, 2019

Presented By: Brandon Stam, DDA Executive Director

Department: Downtown GJ Business Improvement District

Submitted By: Brandon Stam

Information

SUBJECT:

Downtown Grand Junction Business Improvement District's 2019 Annual Report and 2020 Operating Plan and Budget

RECOMMENDATION:

The DGJBID Board reviewed and approved the 2020 Operating Plan and Budget and recommends City Council approval.

EXECUTIVE SUMMARY:

Annually the DGJBID is required to file an Operating Plan and Budget with the City Clerk by September 30th. The City Council then approves or disapproves the plan and budget. The City Council reviewed the Plan and Budget at its October 28 Workshop.

BACKGROUND OR DETAILED INFORMATION:

In 2005, the City Council created the Downtown Grand Junction Business Improvement District (BID), approved their 2006 Operating Plan and Budget, conducted a mail ballot election to create a Special Assessment, and then turned over the board to the DDA. State Statutes (31-25-1212 C.R.S.) require business improvement districts to submit an operating plan and budget. The municipality shall approve or disapprove the operating plan and budget.

FISCAL IMPACT:

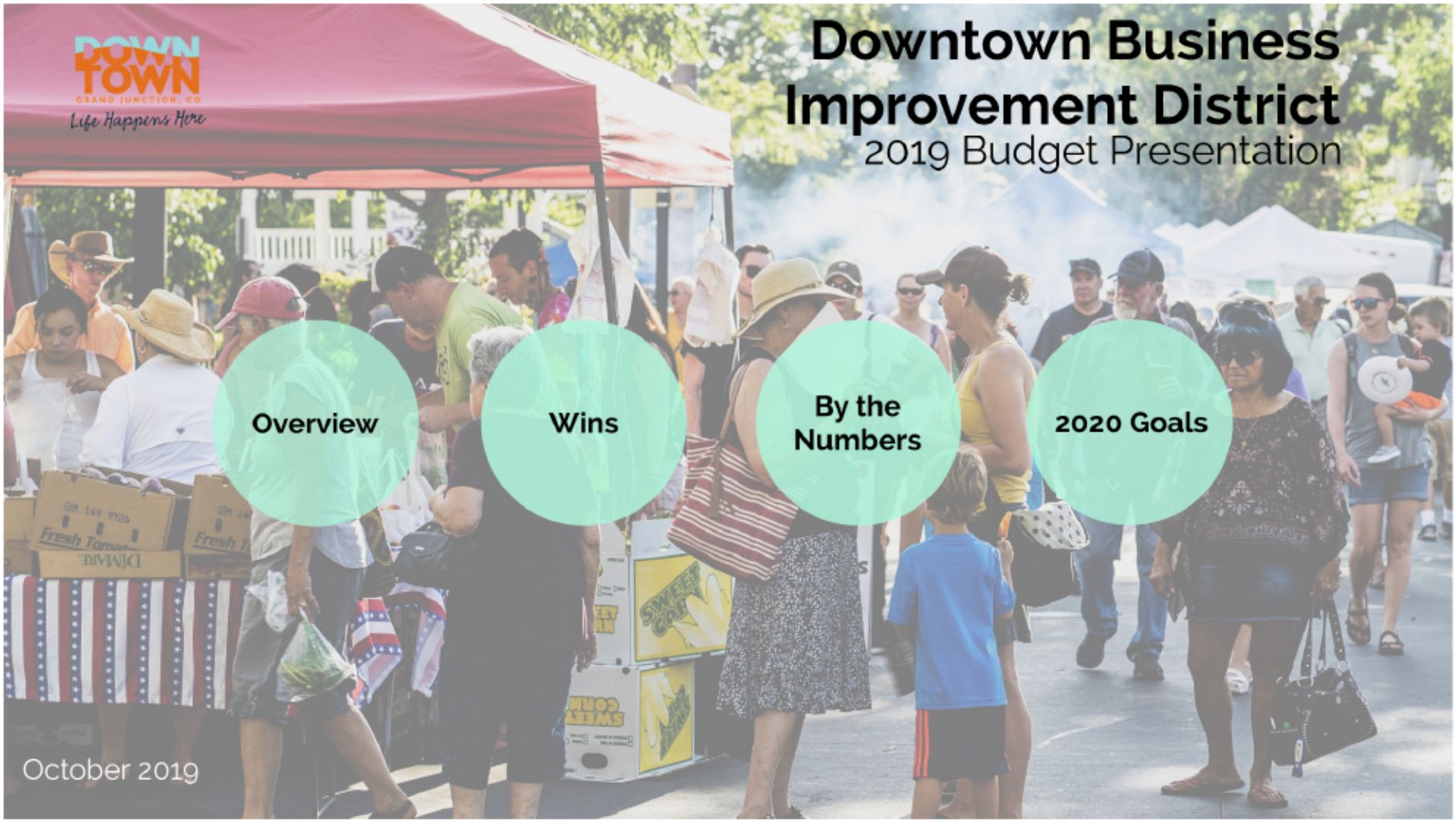
The City of Grand Junction makes an annual Payment In Lieu of Tax (PILT) to the BID. In 2018 the City paid $15,269 to the BID; that amount remains unchanged in the City's 2019 adopted budget.

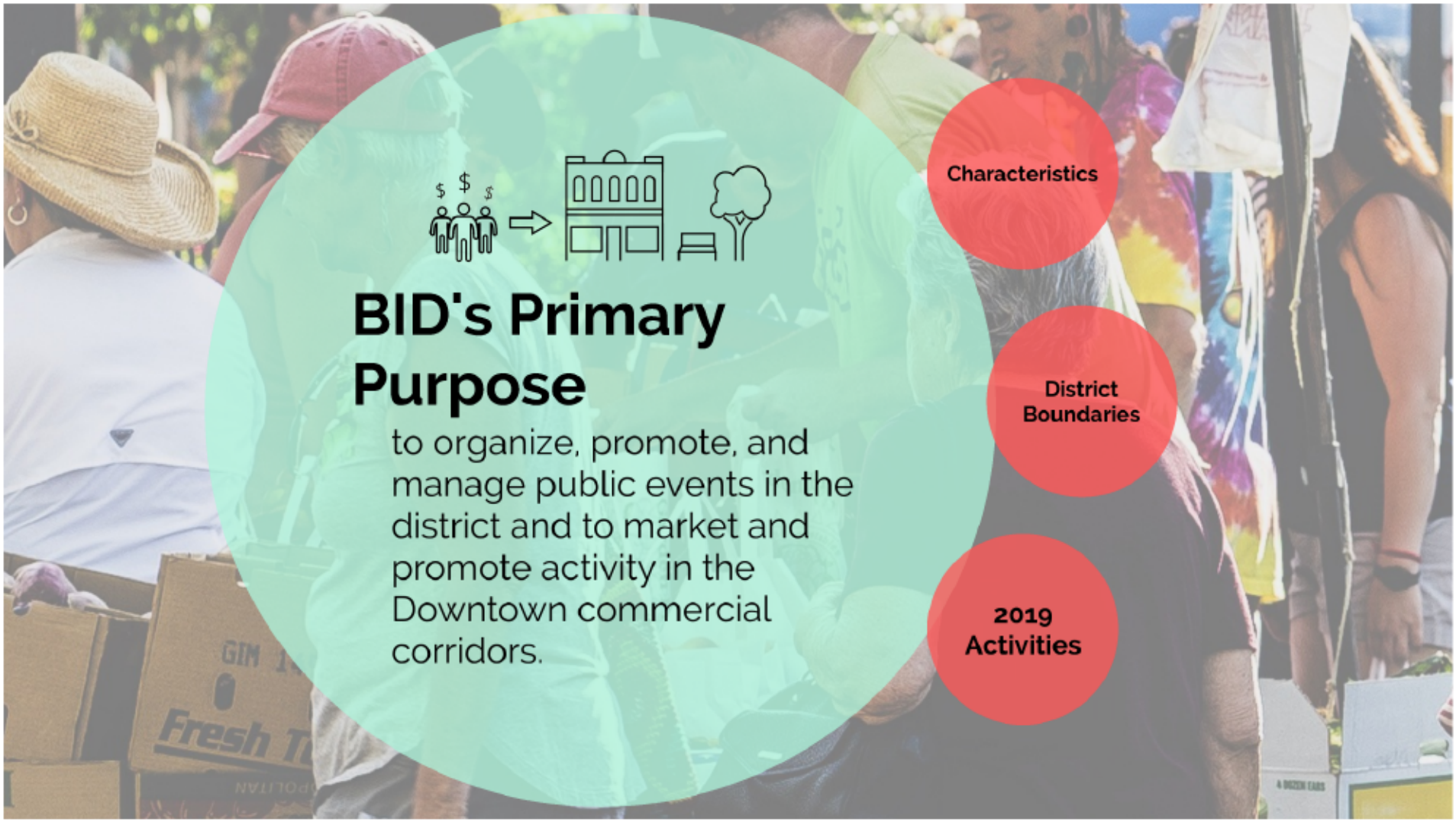
SUGGESTED MOTION:

I move to (approve/not approve) the Downtown Grand Junction Business Improvement District's 2019 Operating Plan and Budget.

Attachments

1. 2019 BID Presentation
2. BID Line Item Budget For Council Packet 121819


DOWNTOWN
GRAND JUNCTION, CO
Life Happens Here
Downtown Business Improvement District
2019 Budget Presentation
Overview
Wins
By the Numbers
2020 Goals
October 2019


BID's Primary Purpose
to organize, promote, and manage public events in the district and to market and promote activity in the Downtown commercial corridors.
Characteristics
District Boundaries
2019 Activities

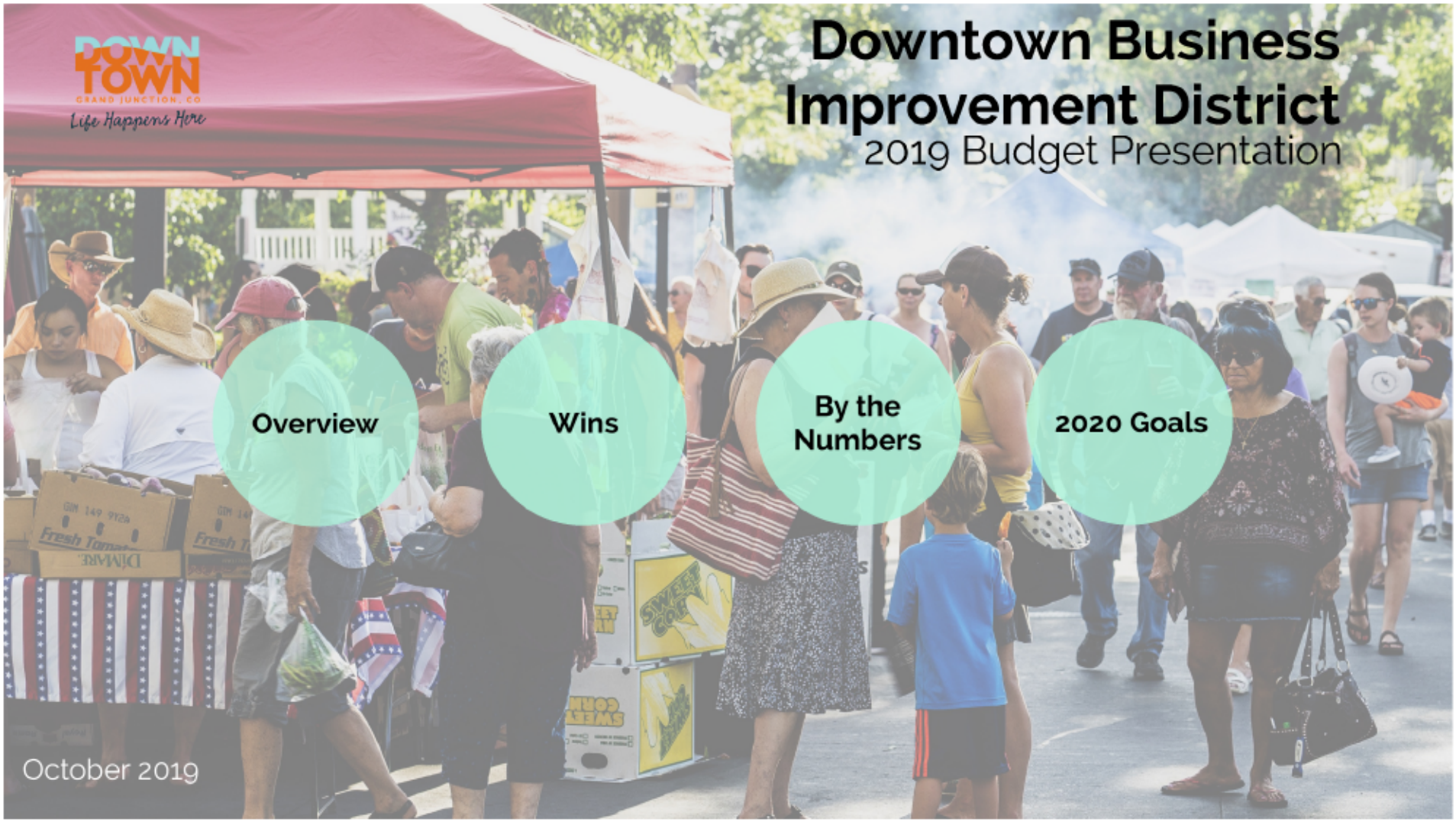

BIDs *can* engage in ...
• business recruitment
• maintenance improvements
• security measures (cameras, police, etc.)
• aesthetic enhancements
• economic development
• enhanced identity + public awareness
• hospitality for visitors

District Boundaries

- spans approx. 40 blocks
- ~600 property owners and businesses




2019 Signature Events
The Grand Junction Off-Road
FOUR PEAKS
DOWNTOWN MUSIC FESTIVAL
18TH ANNUAL
FUOCO MOTOR COMPANY
DOWNTOWN CAR SHOW
9AM-3PM
SEPTEMBER 21
DOWNTOWN
RESTAURANT WEEK
MARCH 1 - 10
A Comic Book Christmas
Parade of Lights
DOWNTOWN
Market on Main
DOWNTOWN
ART FESTIVAL
OCT 4-6
TOUR DE ROCK
ENSTROM
Tree Lighting
NOVEMBER 23RD
Spooktacular
TREK or TREATING
ROCKSLIDE
Rhythm AND BREWS
SUMMER CONCERTS
PARADE


DOWNTOWN
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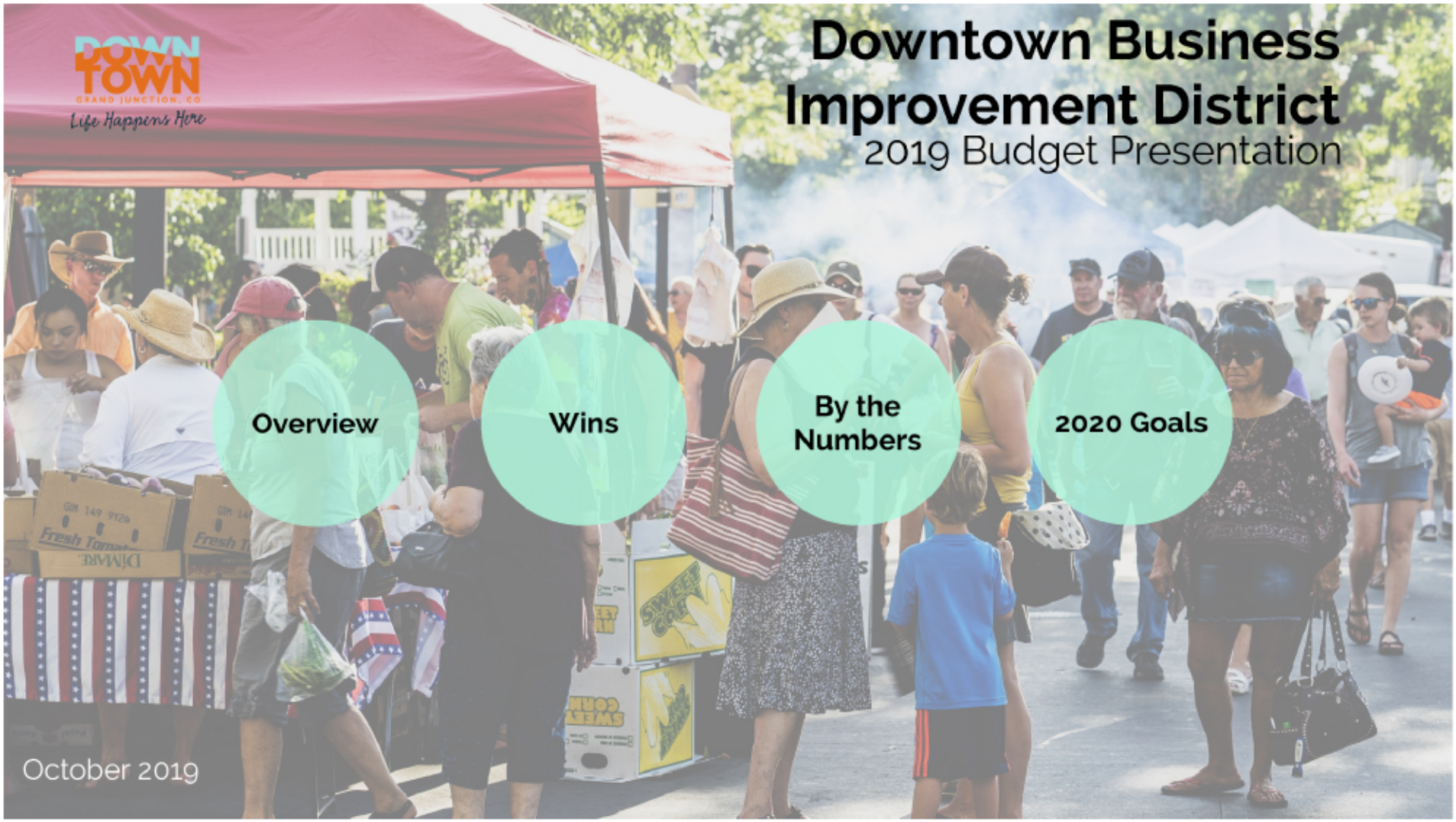
2019 Wins

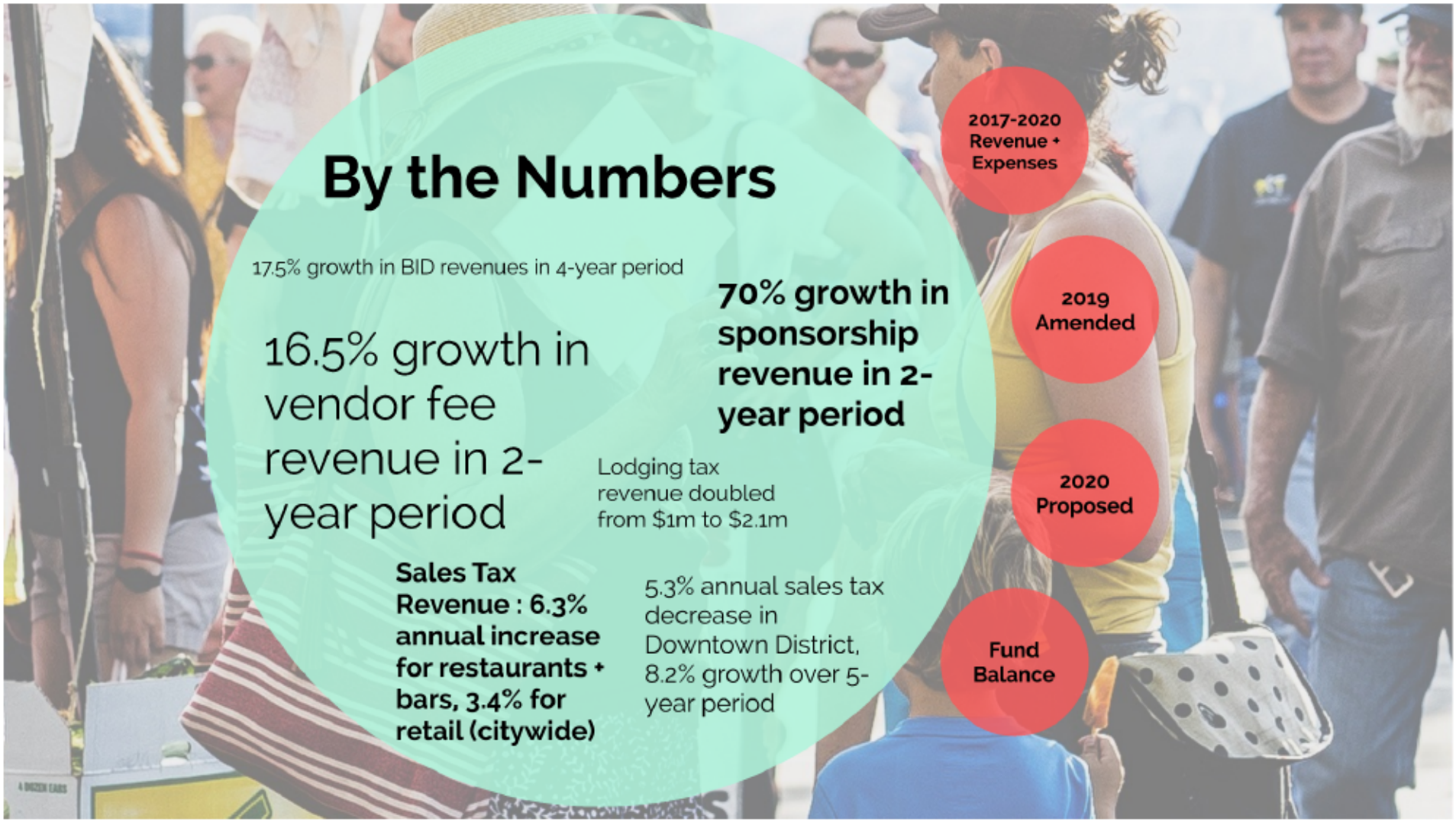
- Successfully launched R+B concert series
- Re-branded Farmers Market to 'Market on Main' with more vendors and increased sponsorships
- Developed an Art Festival weekend that included AOTC, First Friday, and the GJ Film Festival and had record attendance
- 7th Annual GJ Off-Road / Downtown Music Festival continued positive momentum with increased ridership from previous year
- Worked with Tour of the Moon to provide additional amenities for attendees including music and promotional offers
- Further developed partnerships with Mesa County Library, COPMOBA, the Arts Commission & CMU

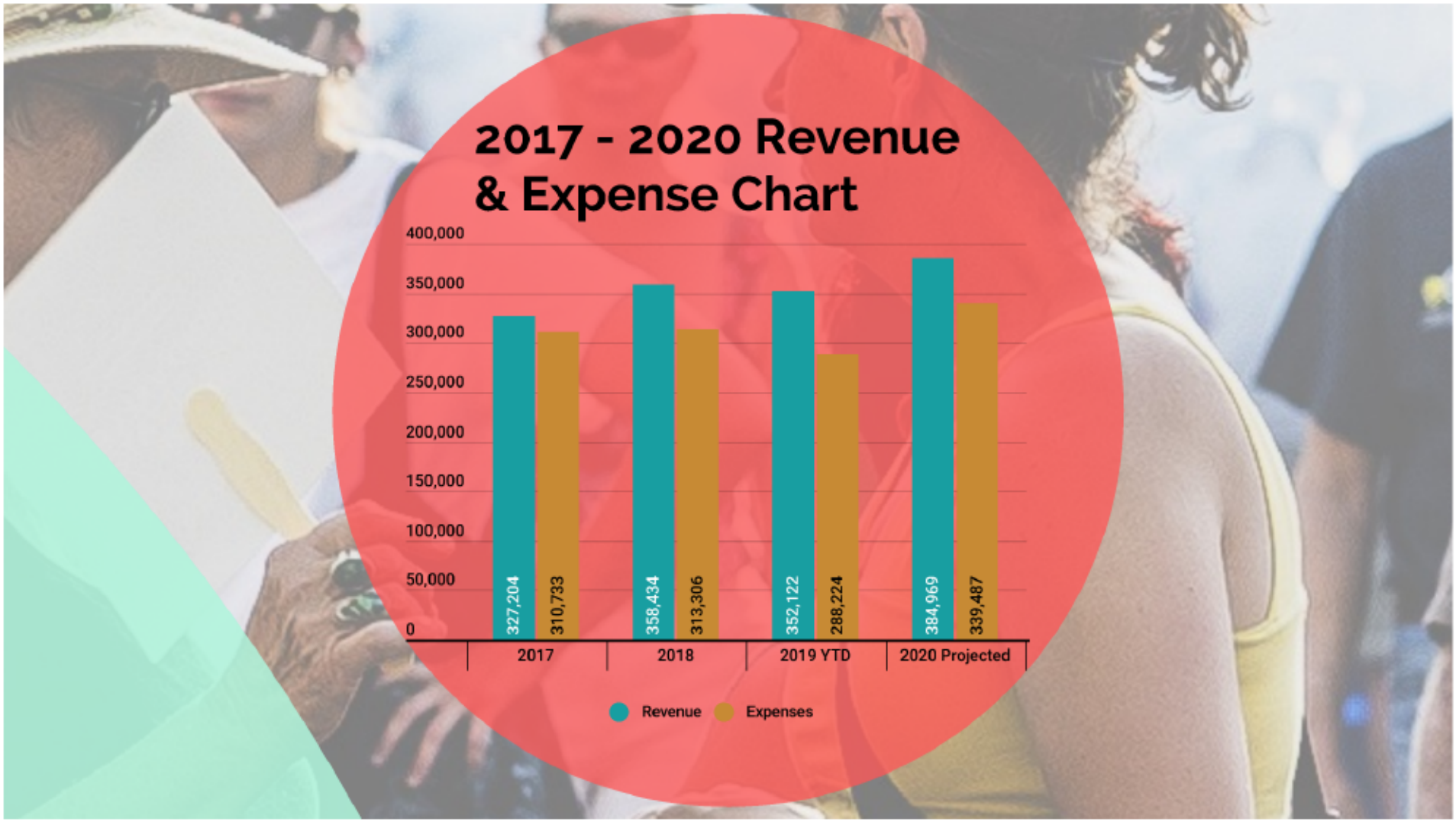




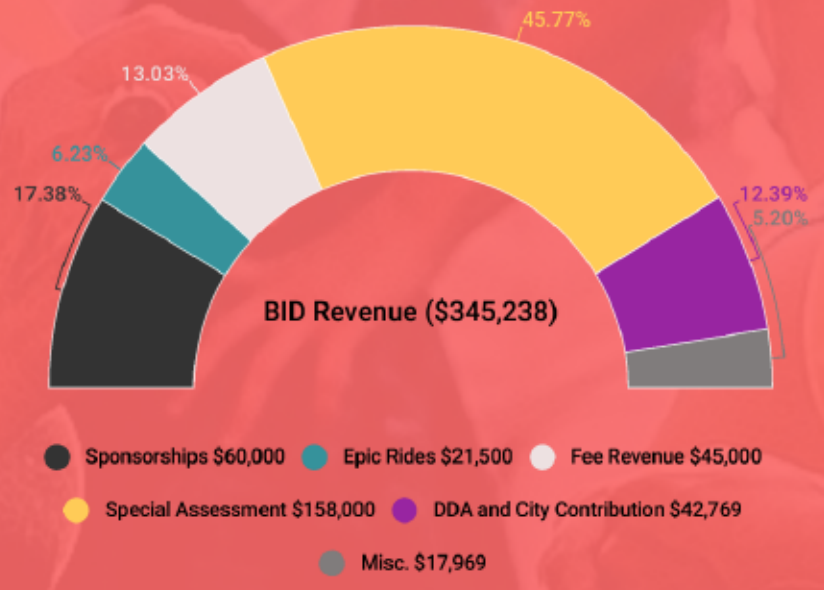


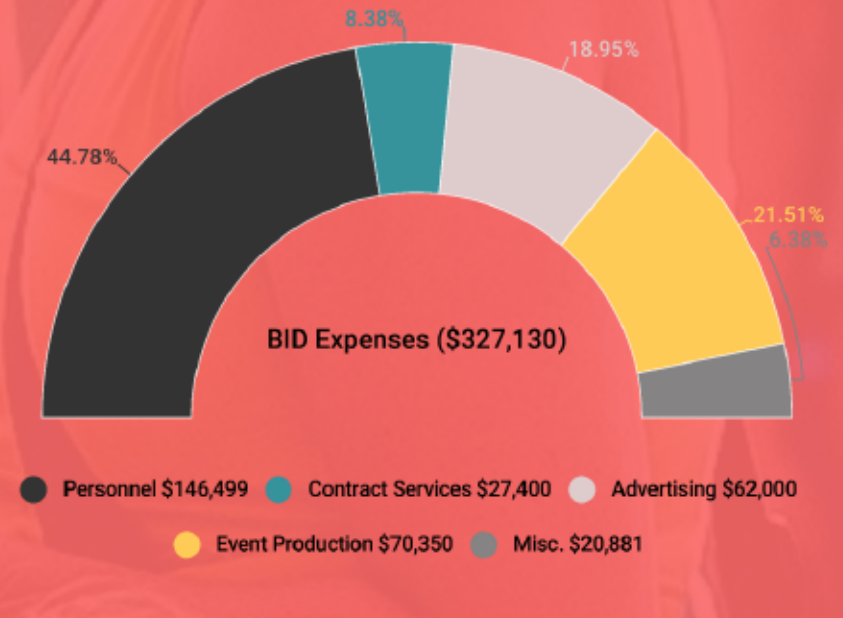

DOWNTOWN
GRAND JUNCTION, CO
Life Happens Here
Downtown Business Improvement District
2019 Budget Presentation
Overview
Wins
By the Numbers
2020 Goals
October 2019

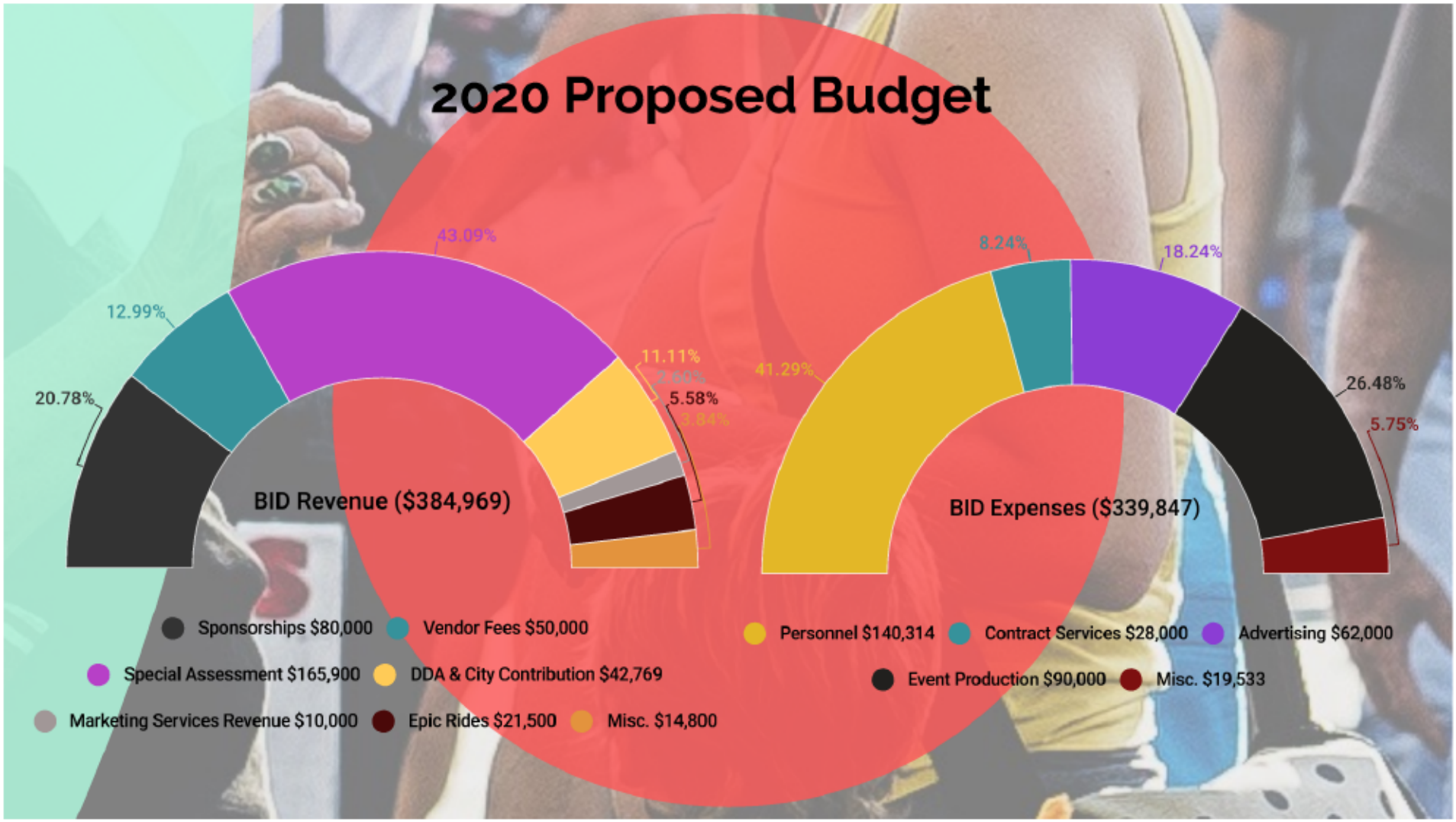

By the Numbers
17.5% growth in BID revenues in 4-year period
16.5% growth in vendor fee revenue in 2-year period
70% growth in sponsorship revenue in 2-year period
Lodging tax revenue doubled from $1m to $2.1m
Sales Tax Revenue : 6.3% annual increase for restaurants + bars, 3.4% for retail (citywide)
5.3% annual sales tax decrease in Downtown District, 8.2% growth over 5-year period
2017-2020 Revenue + Expenses
2019 Amended
2020 Proposed
Fund Balance

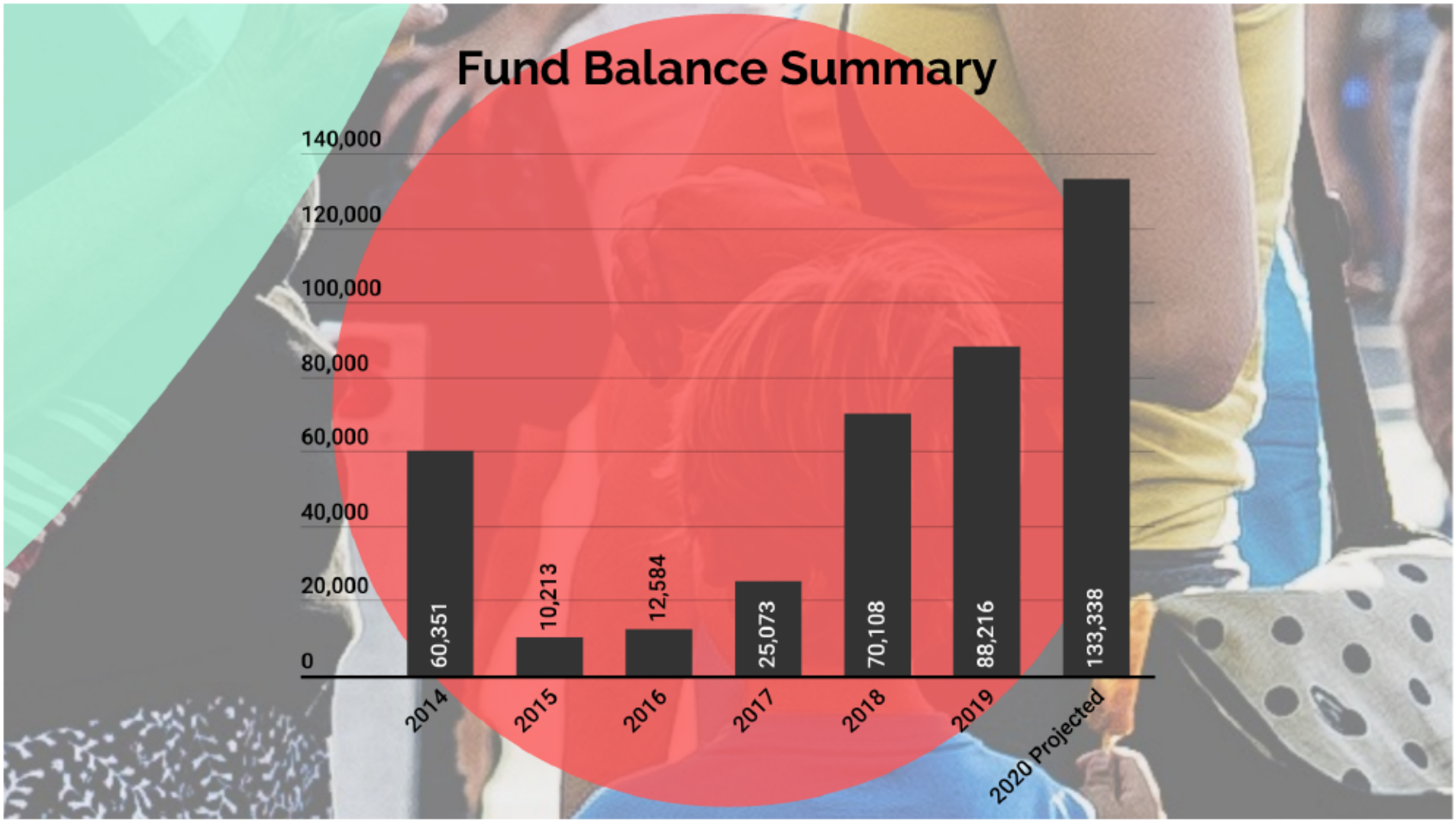

2017 - 2020 Revenue & Expense Chart
400,000
350,000
300,000
250,000
200,000
150,000
100,000
50,000
0
327,204
310,733
358,434
313,306
352,122
288,224
384,969
339,487
2017
2018
2019 YTD
2020 Projected
Revenue
Expenses

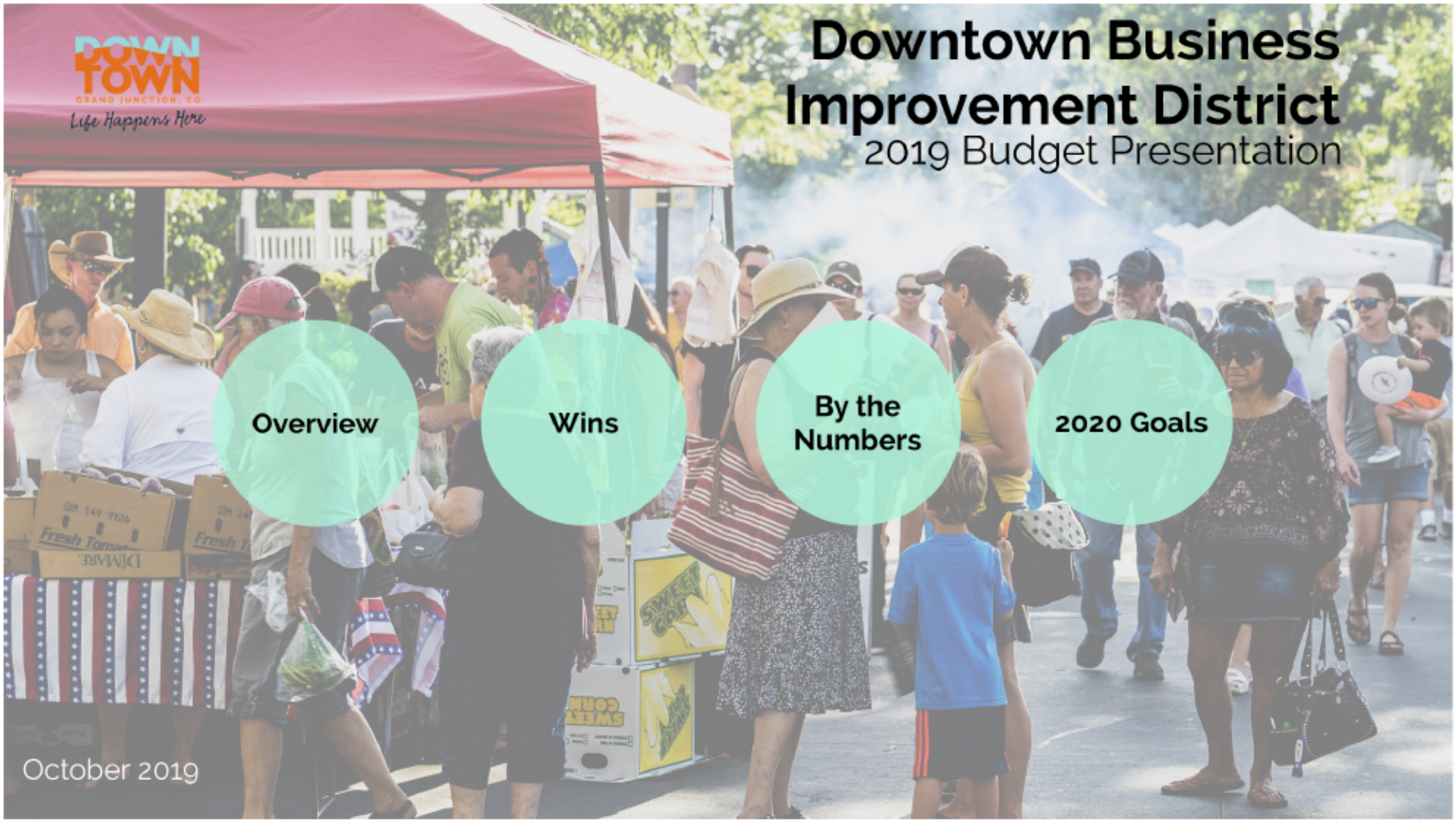
2019 Amended BID Budget



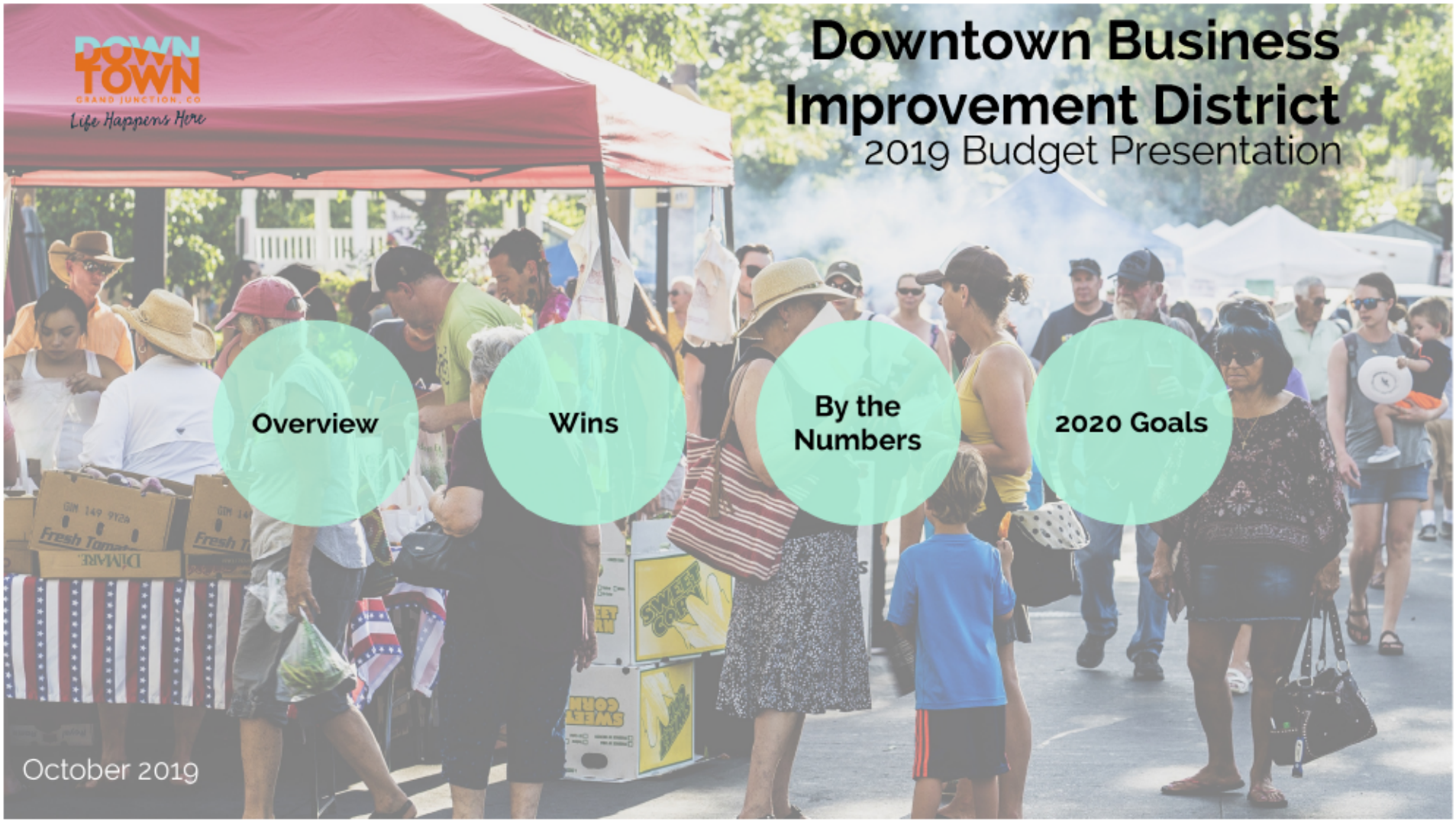



2020 Proposed Budget
43.09%
12.99%
20.78%
11.11%
2.60%
5.58%
3.84%
BID Revenue ($384,969)
41.29%
8.24%
18.24%
26.48%
5.75%
BID Expenses ($339,847)
Sponsorships $80,000
Vendor Fees $50,000
Special Assessment $165,900
DDA & City Contribution $42,769
Marketing Services Revenue $10,000
Epic Rides $21,500
Misc. $14,800
Personnel $140,314
Contract Services $28,000
Advertising $62,000
Event Production $90,000
Misc. $19,533


Fund Balance Summary
140,000
120,000
100,000
80,000
60,000
40,000
20,000
0
60,351
10,213
12,584
25,073
70,108
88,216
133,338
2014
2015
2016
2017
2018
2019
2020 Projected


DOWNTOWN
GRAND JUNCTION, CO
Life Happens Here
Downtown Business Improvement District
2019 Budget Presentation
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2020 BID Goals
Continue growth & expansion opportunities for Downtown events including looking at creation of Fall Market and expansion of the Art Festival & Rhythm and Brews Concert Series
Continued digital marketing and partnerships including marketing co-op program
Pursue grant opportunities including GOCO Active ArtLine and Levitt Concert Series
continued education and awareness opportunities for Downtown businesses working with partners such as DCI, Mesa County Libraries, and others
Wayfinding and placemaking efforts identified in POD


DOWNTOWN
GRAND JUNCTION, CO
Life Happens Here
Downtown Business Improvement District
2019 Budget Presentation
Overview
Wins
By the Numbers
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October 2019

Grand Junction Downtown Business Improvement District

2019 Adopted, 2019 Amended, 2020 Recommended Budget by Fund

Budget by Fund			
Classification-Account-Description	2019 Adopted Budget	2019 Amended Budget	2020 Recommended Budget
711 Downtown Business Improvement District			
Revenue			
Licenses and Permits			
4100.None - Lic/Permit Rev, None	$ 7,000	$ 7,000	$ 7,000
Licenses and Permits Total	**7,000**	**7,000**	**7,000**
Intergovernmental			
4200.04 - Grant/Reimb Rev_Other, None	$ 36,500	$ 4,000	$ 4,000
Intergovernmental Total	**36,500**	**4,000**	**4,000**
Charges For Service			
4300.None - Merchandise Sales, None	$ 1,000	$ 1,000	$ 1,000
4305.None - Marketing Services Revenue, None	3,000	3,000	10,000
4360.26 - Fee Revenue_VF Events, None	45,000	45,000	50,000
4360.None - Fee Revenue, None	60,000	60,000	80,000
4361.06 - Rental Income_Equipment, None	500	500	500
4700.None - Misc Revenue, None	21,500	21,500	21,500
Charges For Service Total	**131,000**	**131,000**	**163,000**
Interest			
4610.None - Interest Income, None	$ 1,600	$ 1,269	$ 500
Interest Total	**1,600**	**1,269**	**500**
Other			
4500.None - Special Assessments, None	$ 158,000	$ 158,000	$ 165,900
4700.03 - Misc Revenue_Gift Certificates, None	1,200	1,200	1,800
4750.None - Donations, None	15,269	15,269	15,269
4755.None - Contributions, None	-	27,500	27,500
Other Total	**174,469**	**201,969**	**210,469**
Total Revenue	**$ 350,569**	**$ 345,238**	**$ 384,969**
Expenditures			
Labor and Benefits			
5000.None - Full Time Salaries, None	$ 90,684	$ 90,684	$ 96,499
5290.None - Seasonal Part-Time, None	15,901	15,901	15,901
5420.None - Gen Retire Plan, None	5,442	5,442	5,790
5510.None - Social Security Cont, None	6,609	6,609	6,970
5515.None - Medicare Cont, None	1,547	1,547	1,631
5610.02 - Worker's Compensation Claims Experience, None	-	-	1,660
5610.None - Worker's Compensation, None	501	501	284
5620.None - Dental Insurance, None	1,275	1,275	620
5625.None - Health Insurance, None	24,016	24,016	10,442
5630.None - Life Insurance, None	147	147	144
5635.None - Long Term Disability, None	377	377	373
Labor and Benefits Total	**$ 146,499**	**$ 146,499**	**$ 140,314**
Non Personnel Operating			
6010.None - Cost of Goods Sold, None	$ 1,000	$ 1,000	$ 1,000
6105.02 - Operating Supply_Business Meals, None	300	300	270
6105.None - Operating Supply, None	4,000	4,000	3,600
6120.None - Postage/Freight, None	225	225	203
6125.None - Uniforms/Clothing, None	300	300	300

Grand Junction Downtown Business Improvement District

2019 Adopted, 2019 Amended, 2020 Recommended Budget by Fund

Budget by Fund			
Classification-Account-Description	2019 Adopted Budget	2019 Amended Budget	2020 Recommended Budget
6210.None - Repairs/Maint, None	500	500	450
6400.None - Advertising, None	87,000	62,000	62,000
6420.None - Public Info/Education, None	4,250	4,250	3,000
6510.02 - Telephone_Cellular, None	700	700	700
6830.01 - Professional Develop_Training, None	2,500	2,500	3,000
6835.None - Dues, None	800	800	1,000
7310.02 - Charges/Fees_Credit Card, None	2,000	2,000	3,000
7310.07 - Charges/Fees_Treasurer, None	3,156	3,156	2,840
7310.None - Charges/Fees, None	150	150	170
7410.28 - Contract Svcs_Website, None	1,000	1,000	-
7410.None - Contract Svcs, None	2,400	27,400	28,000
7700.None - Special Events, None	70,350	70,350	90,000
Non-Personnel Operating Total	**$ 180,631**	**$ 180,631**	**$ 199,533**
Total Expenditures	**$ 327,130**	**$ 327,130**	**$ 339,847**

Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: December 18, 2019

Presented By: Vara Kusal, Executive Director Horizon Drive Association Business Improvement District

Department: Horizon Drive Association Business Improvement District

Submitted By: Vara Kusal

Information

SUBJECT:

Horizon Drive Association Business Improvement District's 2019 Annual Report and 2020 Operating Plan and Budget

RECOMMENDATION:

The Board recommends approval of the Horizon Drive Association Business Improvement District's 2019 Operating Plan and Budget.

EXECUTIVE SUMMARY:

Every business improvement district is required to file an operating plan and budget with the City Clerk by September 30th each year. The City Council then approves or disapproves the plan and budget. The plan and budget were approved by the Horizon Drive Business Improvement District Board. The City Council discussed this at their October 28, 2019 workshop.

BACKGROUND OR DETAILED INFORMATION:

In 2004, the City Council created the Horizon Drive Association Business Improvement District, approved the 2005 Operating Plan and Budget and appointed the board. State Statutes (31-25-1212 C.R.S.) require business improvement districts to annually submit an operating plan and budget. The municipality shall approve or disapprove the operating plan and budget by December 10th so the BID can file its mill levy certification with the County Assessor by December 10th.

FISCAL IMPACT:

The preliminary assessed valuation of the Horizon Drive Business Improvement District is $38,848,260. The District will assess a 5.0 mill levy which is expected to generate approximately $194,241.

There is no direct fiscal impact to the City. The City partners with the Horizon Drive Business Improvement District on improvement projects within the district as approved in the City's annual capital budget.

SUGGESTED MOTION:

I move to (approve/not approve) the Horizon Drive Association Business Improvement District's 2020 Operating Plan and Budget.

Attachments

1. HDD 2020 Budget

HORIZON DRIVE
District

Gateway to Grand Junction

Service & Operating Plan 2020

INTRODUCTION

The Horizon Drive District (the "District") is comprised of commercial properties within the general geographic areas of Horizon Drive between G Road and H Road. The District was formed in 2004 under Colorado Revised Statute 31-25-1201, which allows Business Improvement Districts to be formed within municipalities of Colorado, and to levy and collect ad valorem taxes on commercial property within the boundaries of the District. The City of Grand Junction oversees the District and appoints the Board of Directors.

As a gateway to Grand Junction, the District is often the first and lasting impression people have of the City of Grand Junction. As such, City government also takes an active role and fiscal partnership in the maintenance and improvements to the District.

The Horizon Drive District is home to more than 200 businesses, including 72% of the City's lodging, and most recent studies reveal an overall economic impact of $300 million annually. The District sees 7 million cars annually and connects the community and travelers to the Regional Airport, Downtown, Colorado Mesa University and points between.

The mission of the Horizon Drive District is to build community, enhance the beauty and advocate the economic vitality of the Horizon Drive District.

During the year 2019, the District's efforts focused on meeting the stated goals and projects adopted in the 2017 Strategic Plan as follows, pending an updated Strategic Plan:

Capital Improvement Projects:
- Phase 2 of the Corridor Improvement Project – South of I-70 to G Road
- Phase 3 Landscaping – Curb buffer zone north of I-70 to the airport
- Horizon Drive Trail
- Gore Area Landscaping
- Art on Horizon

VISIT THE DISTRICT
WWW.HORIZONDRIVEDISTRICT.COM

970.985.1833
P.O. Box 4191 Grand Junction, CO 81502

Ongoing Projects:

- Shuttle bus to downtown and special events
- District expansion
- Development of residential projects / other
- Marketing
- Safety and Public Safety

In accordance with the Board's stated objectives, the District adopts the following general Service & Operating Plan for 2020:

2020 GOALS

1. Improve Safety – Continue focus on mitigating pedestrian safety hazards, improve pedestrian connectivity between District businesses, plan for critical growth and necessary safety improvements, as well as enhance overall safety, traffic flow, and efficiency of travel. A roundabout at the intersection of Horizon Drive and G Road (27 ½ Road) is the top priority in forwarding the District's Corridor Improvement Plan.

   Funds budgeted to finance the District's Public Safety grants (to help business and property owners with the cost of outdoor surveillance systems) were fully utilized for the second year in a row, and the grants will be offered again in 2020.

2. Stimulate Economic Development – Encourage development of un-developed parcels, as well as improvements on existing parcels within the District, to enlarge the tax base and economic impact for the benefit of Grand Junction, as a direct result of infrastructure improvements.

3. Enlarge the District – Continue efforts to strategically enlarge the District by voluntary annexation of adjacent parcels and nearby parcels that logically benefit from and fit within the District sphere of influence. Progress towards accomplishing this objective have been enhanced by the substantive and tangible improvements to the District in Phase 1 that demonstrate benefits to potential stakeholders.

3. Improve the District Image and neighborhood identity. The District is the "Gateway to Grand Junction," as well as a distinct neighborhood continuing to define its identity. The District is currently developing and implementing a multi-tier strategy to promote its distinct image and develop the unique District neighborhood aesthetic. These objectives are critical to the District as the "front door" to Grand Junction.

   The District will be working with the Urban Trails Committee, City of Grand Junction, Mesa County, Regional Transportation Planning Office and Colorado Mesa University in 2020 to improve wayfinding with pavement markings and signage. An application is currently being worked on for a possible Multi Modal Options Fund (MMOF) grant of $150,000. The partners will need to match the $150,000; to this end, the District has budgeted $20,000.

4. Horizon Drive Trail Master Plan – An important step was completed in 2018 with the development of the Horizon Drive Master Plan. The plan has been approved by the Horizon Drive District board, Urban Trails committee, Grand Junction Planning Commission, and the Grand Junction City Council. The Horizon Drive Trail Master Plan is now part of the City of Grand Junction's Comprehensive Plan.

SERVICES AND IMPROVEMENTS OFFERED BY THE DISTRICT

- Plan for future growth and enhance the District with long range planning of improvements.
- Represent the District in decisions that may impact the area.
- The District is allowed to make and contemplate a broad range of public improvements including, but not limited to: streets, sidewalks, curbs, gutters, pedestrian malls, streetlights, drainage facilities, landscaping, decorative structures, statuaries, fountains, identification signs, traffic safety devices, bicycle paths, off street parking facilities, benches, restrooms, information booths, public meeting facilities, and all incidentals, including relocation of utility lines.

GOVERNANCE OF THE DISTRICT

- The Board of Directors is appointed by the Grand Junction City Council.
- The Board of Directors appoints management staff in accordance with District Bylaws.

POWERS OF THE DISTRICT

- The power to levy taxes against taxable commercial property.
- To consider and, if deemed necessary, provide services within the District including but not limited to:
    - Management and planning
    - Maintenance of improvements, by contract if necessary
    - Promotion or marketing
    - Organization, promotion and marketing of public events
    - Activities in support of business recruitment, management and development
    - Snow removal or refuse collection / recycling
    - Design assistance
- To acquire, construct, finance, install and operate public improvements and to acquire and dispose of real and personal property.
- To refund bonds of the district.
- To have management, control and supervision of business affairs of the district.
- To construct and install improvements across or along any public street, alley or highway and to construct work across any stream or watercourse.
- To fix, and from time to time increase or decrease, rates, tolls, or charges for any services or improvements. Until paid, such charges become a lien on commercial

property in the District, and such liens can be foreclosed like any other lien on real or personal commercial property.

- The power to sue and to be sued, to enter into contracts and incur indebtedness, to issue bonds subject to statutory authority.

2020 BUDGET

Please see attached 2020 Budget.

2020 Budget - Approved

General Fund	2018 Budget	2019 Budget	2019 Actuals YTD	2019 Actuals Projected	2020 Approved Budget
FUND BALANCE - Beg. Year	141,473	151,694	151,355	151,355	176,970
ESTIMATED REVENUE					
BID's Mil Levy	215,408	215,119	196,398	215,119	226,072
Interest	50	50	34	46	46
Refund, Phase 1					
TOTAL REVENUES	215,458	215,169	196,432	215,165	226,118
BUDGETED EXPENDITURES					
GENERAL Operating Expenses:					
Administration					
Financial	3,000	3,000	2,340	4,000	4,000
Audit	2,700	2,700	2,650	2,650	2,700
Insurance	2,600	2,600	2,448	2,448	2,600
Legal	5,000	7,000	6,527	7,000	6,000
Payroll Expenses & Ins	68,258	76,632	53,299	77,497	77,497
Operations					
Rent & other	7,500	7,500	4,096	5,500	7,500
Marketing & Comm.	10,000	5,000	3,535	5,000	5,000
DASH Shuttle bus		5,000	3,750	3,750	5,000
Maintenance/repair	5,000	5,000	1,026	1,026	5,000
TOTAL GENERAL Operating Expens	104,058	114,432	79,671	108,871	110,297
DISTRICT Services:					
Horizon Drive Corridor					
Planning & Design	4,500	50,000	16,259	17,000	
Art on Horizon		8,000	3,000	3,000	12,000
Phase 3 Landscaping	25,000				
Broadband	5,000	5,000			
Public safety	2,000	2,000	2,000	2,000	2,000
Trash Cans	6,000				
Wayfinding Project					10,000
TOTAL DISTRICT Services	42,500	65,000	21,259	22,000	24,000
CAPITAL Outlay:					
Debt Service	58,679	58,679	58,679	58,679	58,679
RAMP Matching Funds					
Light Fixtures					
TOTAL CAPITAL Expense:	58,679	58,679	58,679	58,679	58,679
TOTAL EXPENSES	205,237	238,111	159,609	189,550	192,976
Net Income	10,221	-22,942	36,823	25,615	33,142
FUND BALANCE - End Year	151,694	128,752	188,178	176,970	210,112
Reserve Balance (Years of General Operating Expense in Fund Balance)	1.46	1.13	2	2	1.9

Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: December 18, 2019

Presented By: Senta Costello, Planner

Department: Community Development

Submitted By: Senta Costello, Associate Planner

Information

SUBJECT:

An Ordinance to Vacate Undeveloped Westcliff Drive Public Right-of-Way (0.18 ac) as Part of the Proposed Court in G Subdivision

RECOMMENDATION:

Planning Commission heard this item at its December 10, 2019 meeting and recommended approval (6-0) of the request.

EXECUTIVE SUMMARY:

The Applicant, Anatum LLC, is requesting the vacation of the Westcliff Drive an undeveloped public Right-of-Way located south of G Road, just east of 27 Road.

The Applicant is currently in the process of a Preliminary/Final Subdivision Plan Review to develop a residential subdivision that is proposing to create 17 single-family attached dwelling units and lots on a total of 3.02 acres in an existing R-5 (Residential – 5 du/ac) zone district. As part of the subdivision process, new rights-of-way will be granted to the City to accommodate the location of the necessary infrastructure for the new subdivision.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property of 3.02 acres is located on the south side of G Road, just east of 27 Road. The property currently has a single family house and associated outbuildings; however, the Applicant is currently in the review process for a Preliminary/Final Subdivision Plan to develop 17 single-family attached dwelling

units/lots on the property and the existing house and shed will be removed. Based on the Applicant's plan for development, the current right-of-way location interferes with the desired placement of the new rights-of-way, residential units and lot lines. Therefore, the Applicant is requesting the vacation of the right-of-way located on the property and to dedicate new ROW to accommodate proposed infrastructure as shown on the draft subdivision plat to avoid the anticipated building locations and lot lines. In addition, the Applicant is also acting to clean-up encumbrances on the property by removing excess easements from the property that are no longer necessary.

The Applicant is proposing as part of their subdivision platting a new road layout. The ROW to be vacated was conveyed by separate document in 1963 Reception No. 846965. This area of right-of-way contains no existing utility infrastructure or improvements.

The right-of-way requested for vacation contains service utility lines for the existing house. The house, shed and service lines will be removed by the Applicant as part of the construction of the project. New easements and rights-of-way, as necessary, for the new subdivision would be dedicated as necessary on the plat or by separate instrument.

NOTIFICATION REQUIREMENTS

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on November 18, 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 November 27, 2019. The notice of this public hearing was published December 3, 2019 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review is set forth in Section 21.02.100 (c) of the Zoning and Development Code. The purpose of this section is to permit the vacation of surplus rights-of-way and/or easements.

(1) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City;

The request to vacate existing public right-of-way does not conflict with the Comprehensive Plan, Grand Valley Circulation Plan or other adopted plans and policies of the City. Vacation of this right-of-way will have no impact on public facilities or services provided to the general public since new rights-of-way and easements as needed are required to be granted to the City as part of the proposed development.

Further, the vacation request is consistent with the following goals and policies of the Comprehensive Plan:

Goal 1 / Policy C: The City will make land use and infrastructure decisions consistent with the goal of supporting and encouraging the development of centers.

Goal 11 / Policy A: The City will plan for the locations and construct new public facilities to serve the public health, safety and welfare, and to meet the needs of existing and future growth.

Therefore, staff has found this criterion has been met.

(2) No parcel shall be landlocked as a result of the vacation;

This request is to vacate existing public right-of-way which is used to access three parcels of land. The proposed Court on G Road Subdivision plat reconfigures these lots, as well as three others, into 17 new lots and dedicates new public rights-of-way. Recordation of appropriate granting documents for rights-of-way is a condition of approval to ensure access is retained as necessary. As such, no parcels will be landlocked as a result of the proposed vacation requests. Therefore, staff has found, with the recommended conditions, that this criterion will be met.

(3) Access to any parcel shall be not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;

This request is to vacate existing public right-of-way which is used to access three parcels of land. The proposed subdivision plat reconfigures these lots, as well as three others, into 17 new lots and dedicates new public rights-of-way. Recordation of appropriate granting documents which may include a plat for rights-of-way is a condition of approval to ensure access is retained as necessary. Staff finds with the recommended conditions that this criterion will be met.

(4) There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services;

New/re-routed rights-of-way will be dedicated and constructed as identified on the subdivision plat as necessary. No comments concerning the proposed vacation were received from the utility review agencies or the adjacent property owners indicating issue or adverse impacts related to this request or the quality of services provided to the property.
Staff therefore finds this criterion has been met.

(5) The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and

New/re-routed rights-of-way will be dedicated and constructed as identified on the subdivision plat as necessary. Neither staff nor utility providers have identified that this request will inhibit the provision of adequate public facilities and services.

Staff finds that this criterion has been met.

(6) The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

Maintenance requirements for the City will not substantially change as a result of the proposed vacations as the Westcliff Drive right-of-way is not an improved City street. The right-of-way currently functions more as a gravel shared driveway for the existing house/shed, which will be removed. With the vacation, the Applicant can develop the property as needed to avoid the impact to the anticipated building locations and lot development, will also serve as a general clean-up of the property by removing under-improved right-of-way from the property that is no longer necessary, which will benefit the Applicant's overall site development and create a public right-of-way that is constructed to current infrastructure standards. As such, Staff finds that this criterion has been met.

PLANNING COMMISSION RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Court on G Road Subdivision Vacation of Rights-of-Way, VAC-2019-646, located at 2711 G Road, the following findings of fact have been made with the recommended conditions of approval:

The request conforms with Section 21.02.100 (c) of the Zoning and Development Code.

Conditions: The Westcliff Drive right-of-way described herein shall not be vacated until any and all public utilities within the right-of-way have been relocated and/or placed within an acceptable easement or the like as approved by the utility company and the City Manager and/or the City Manager's designee through an appropriate granting document. In addition, right-of-way must be granted to the City providing access for the parcels that abut the right-of-way that presently only have access to City right-of-way through Westcliff Drive. The City Manager and/or the City Manager's designee shall have the authority to determine if the right-of-way is acceptable and granted in a manner acceptable to the City. The ordinance vacating the right-of-way shall only be recorded upon these conditions being met and all fees for recording being paid by the Applicant.

FISCAL IMPACT:

There is no direct fiscal impact from this request.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance 4894, an ordinance to vacate the Westcliff Drive Right-Of-Way located at 2711 G Road on final passage and order final publication in pamphlet form with the condition as listed in the staff report.

Attachments

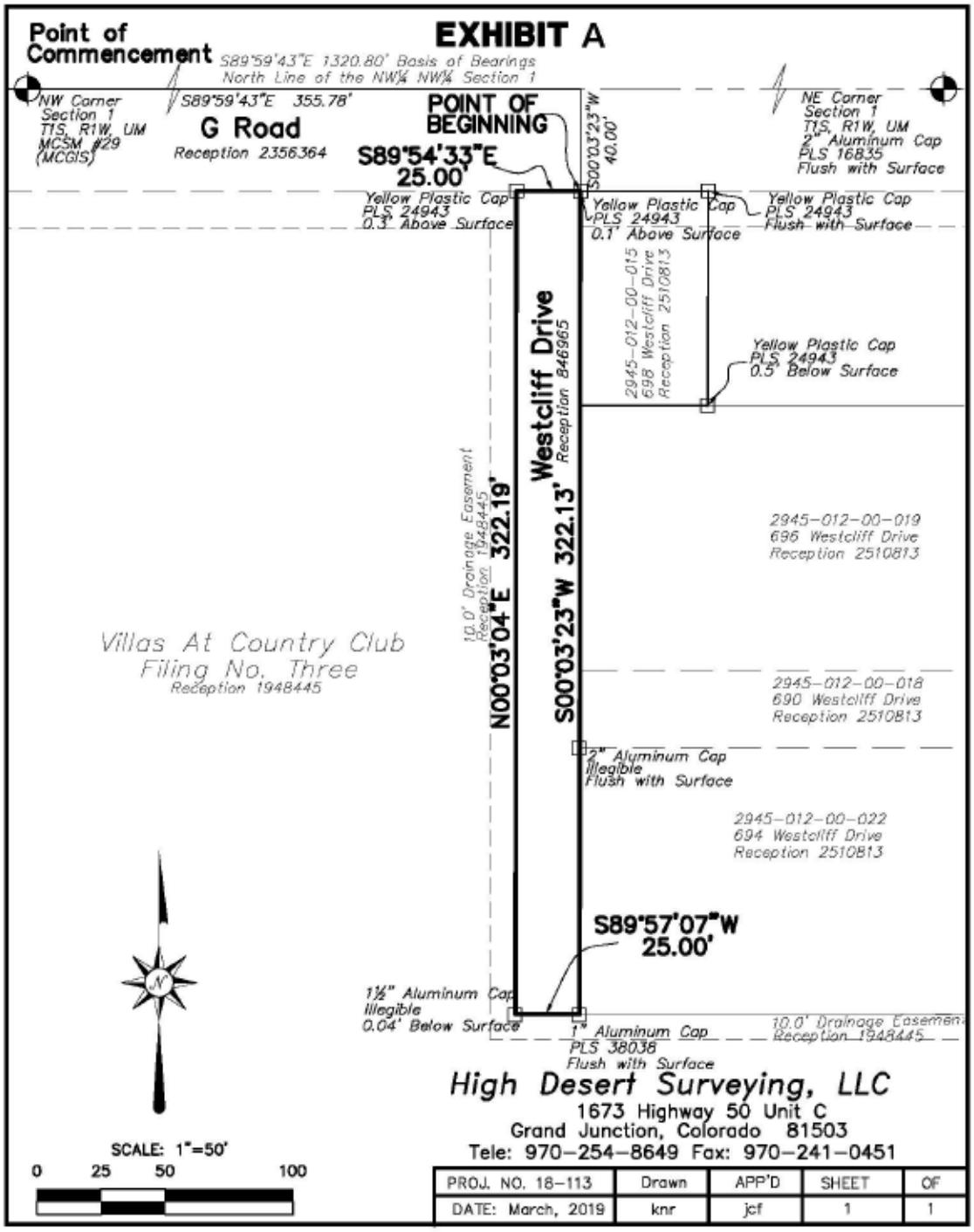
1. Site Location & Aerial Photo Maps
2. Development Application
3. Proposed Subdivision The Court
4. Planning Commission Minutes - 2019 - December 10 - Draft
5. Exhibit 4 - Vacation Ordinance


Site Location Map
TWELFTH CT
G RD
G Road
G RD
Villas at
Country Club
27 Road
WESTCLIFF DR
Project Site
Horizon
Park East
N 15TH ST
RACQUET WAY
CLUB CT
TILLMAN DR
N 12TH ST
Safeway
Shopping Center
HORIZON DR

Westcliff Drive to be Vacated



EXHIBIT A



High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 18-113	Drawn	APP'D	SHEET	OF
DATE: March, 2019	knr	jcf	1	1

Grand Junction
COLORADO
PUBLIC WORKS & PLANNING

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: Subdivision Plat/Plan - Major Preliminary/Final

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

Existing Land Use Designation:
Existing Zoning:
Proposed Land Use Designation:
Proposed Zoning:

Property Information

Site Location: 2711 G Road; 690, 694, 696, 698 Westcliff Dr CO 81505
Site Acreage: 0.286 acres
Site Tax No(s): 2945-012-85-001; 2945-012-00-018; 2945-012-00-022; 2945-012-00-019; 2945-012-00-015
Site Zoning: R-8
Project Description: Subdivide the 5 existing lots into 17 single family attached lots

Property Owner Information

Name: Marian Jacobson Living Trust
Street Address: 726 Golfmore Drive
City/State/Zip: GJ CO 81506
Business Phone #: 241-4000
E-Mail: ray@gjproperties.com
Fax #: n/a
Contact Person: Ray Rickard
Contact Phone #: 241-4000

Applicant Information

Name: Anatum LLC
Street Address: 2415 Red Ranch Dr
City/State/Zip: GJ CO 81505
Business Phone #: 241-4000
E-Mail: ray@gjproperties.com
Fax #: n/a
Contact Person: Ray Rickard
Contact Phone #: 241-4000

Representative Information

Name: Ciavonne, Roberts & Assoc.
Street Address: 222 Nth 7th Street
City/State/Zip: G.J. CO 81501
Business Phone #: 241-0745
E-Mail: ted@ciavonne.com
Fax #: n/a
Contact Person: Ted Ciavonne
Contact Phone #: 241-0745

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: Ted Ciavonne — Date: 1/31/19

Signature of Legal Property Owner: — Date: 30/AUG/19

Final Subdivision for The Court
2711 G Road, Grand Junction, CO 81505
April 11, 2019, Revised 11/11/19
General Project Rep

Project Overview
We are submitting a Final Plan for an infill project approximately 3.3 acres in size, with the address of 2711 G Road. The project is composed of five existing parcels, which is being subdivided into 17 multi-family lots with associated Tracts and ROW. Originally this project was seeking a rezone to R8, however with the City Code change allowing 5.5 DU/ Acre in an R5 zone, the decision was made to stay with R5.

A. Project Description
Location and Site Features

- The 'primary' address is 2711 G Road, although four of the existing parcels are addressed from Westcliff Dr. The property has a home and out buildings that will be removed, but is primarily vacant land with rolling terrain. There is a 25' ROW associated with Westcliff Drive that will need to be vacated.
- Surrounding land use is predominantly established subdivisions: The Villas to the south and west; Vintage 70 to the north; and Horizon Park to the east. All three are zoned PD. There is C1 to the south which has solar panels on it.
- Topography for the project varies approximately 10 feet, sloping mostly to the southeast.
- There is an irrigation ditch that runs through the property which will be piped.

B. Public Benefit:

- The Subdivision of these properties is consistent with the Persigo Agreement and the Future Land Use Plan;
- Development of vacant, in-fill properties is beneficial to the use of existing utilities and infrastructure;
- The development of these properties will reduce an existing curb cut onto G Road.

C. Neighborhood Meeting
Two Neighborhood Meetings were held on October 9 and November 8, 2018. The second meeting was a courtesy meeting. The Neighborhood Meeting sign-in sheets and notes were included with the Rezone Submittal, although the Rezone from R5 to R8 was ultimately abandoned.

D. Project Compliance, Compatibility, and Impact
1. Adopted Plans and/or Policies
   The Persigo Agreement
   The Future Land Use Plan
   City Subdivision Submittal Requirements
2. Surrounding Land Use
   The land surrounding the subject parcels is residential uses.
3. Site Access and Traffic

Site access will be from G Road. Part or all of the Westcliff ROW will need to be vacated. There is no outlet to this project.

4 & 5. Availability of Utilities and Unusual Demands

Sanitary Sewer: there is an 8" sewer along the south edge of the project.
Storm Sewer: there is existing 8" and 12" storm drain along the south edge of the project.
Water: there is existing 8" water in G Road.

6. Effects on Public Facilities

There are no special or unusual demands on public facilities.

7. Site Soils

No unusual or unexpected soil issues are present at the proposed site.

8. Site Geology and Geologic Hazards

Nothing unusual was encountered.

9. Hours of Operation

NA

10. Number of Employees

NA

11. Signage Plans

NA

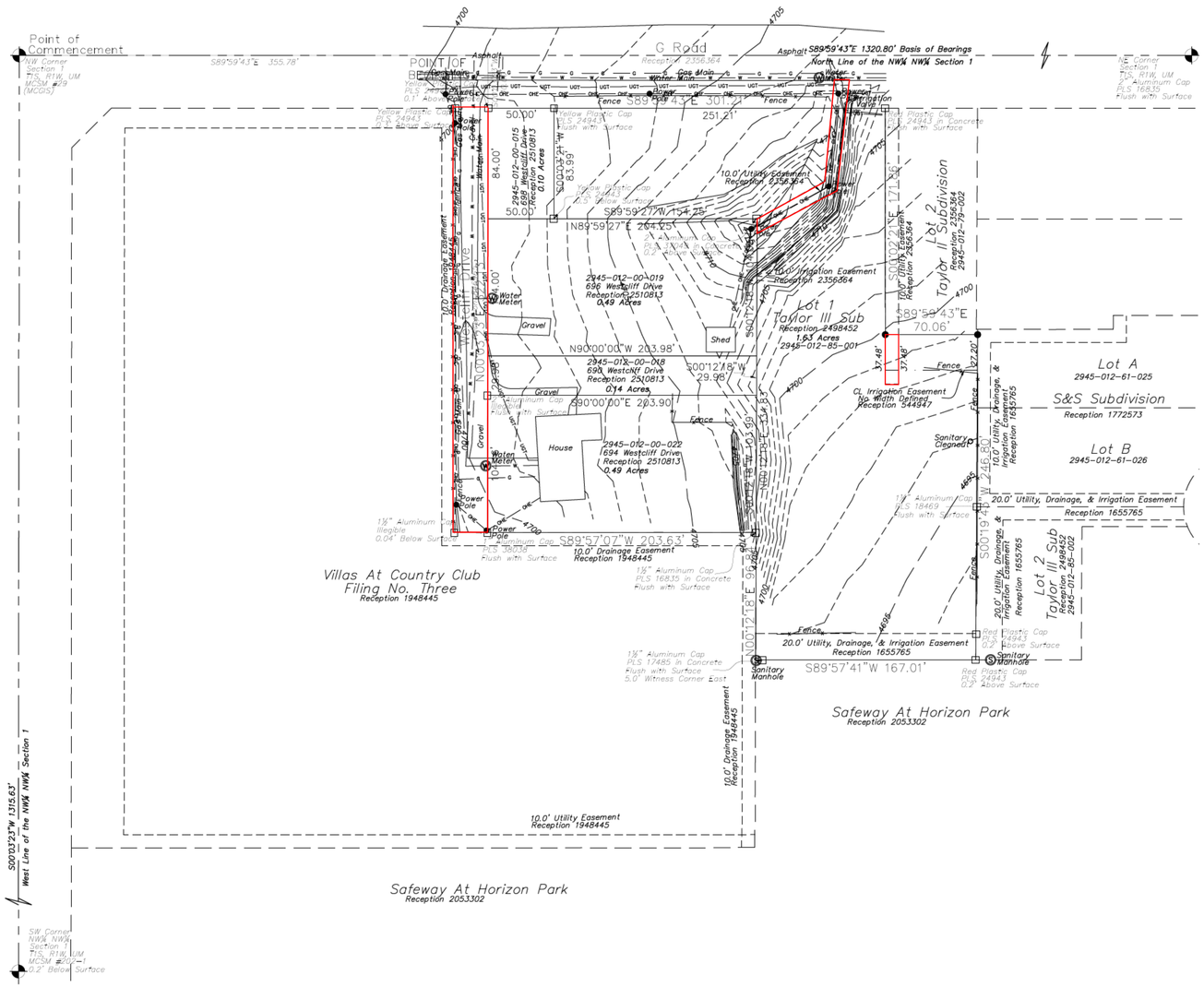
12. Irrigation

Available.

E. Development Schedule and Phasing

Winter 2019 / spring 2020

IMPROVEMENT SURVEY
OF THOSE PARCELS LOCATED IN
NW1/4 NW1/4 SECTION 1, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO



DESCRIPTION BY SURVEY

That property located in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) Section 1, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described by survey as follows:

Commencing at the Northwest corner of said NW¼ NW¼ said Section 1, whence the Northeast corner of said NW¼ NW¼ said Section 1 bears South 89°59'43" East, a distance of 1320.80 feet for a basis of bearings, with all bearings contained herein relative thereto; thence South 89°59'43" East, a distance of 355.78 feet; thence South 00°03'23" West, a distance of 40.00 feet to a point on the South right-of-way line of G Road as described in Reception Number 2356364 the POINT OF BEGINNING; thence South 89°59'43" East, a distance of 301.21 feet, along said South right-of-way line of G Road to the Northwest corner of Lot 2, Taylor II Subdivision, as shown on plat at Reception Number 2356364; thence South 00°02'21" East, a distance of 171.86 feet, along the West line of said Lot 2, Taylor II Subdivision; thence South 89°59'43" East, a distance of 70.06 feet, to a point on the West line of Lot A, S&S Subdivision, as shown on plat recorded at Reception 1772573, Mesa County records; thence South 00°19'43" West, a distance of 246.80 feet, along the West line of said S&S Subdivision and Lot 2, Taylor III Subdivision, as shown on plat recorded at Reception Number 2498452 (also being the East line of Lot 1, Taylor III Subdivision); thence South 89°57'41" West, a distance of 167.01 feet, along the South line of said Lot 1, Taylor III Subdivision (also being the North line of Safeway At Horizon Park, as shown on plat recorded at Reception 2053302) to a point on the East line of The Villas At Country Club, as shown on plat recorded at Reception 1948445, Mesa County records; thence North 00°12'18" East, a distance of 96.84 feet, along said East line said The Villas At Country Club to the Easterly Northeast corner of said The Villas At Country Club; thence South 89°57'07" West, a distance of 203.63 feet, along the Most Southerly North line of said The Villas At Country Club to a point at the Southeast corner of Westcliff Drive, as described at Reception 846965, Mesa County records; thence North 00°03'23" East, a distance of 322.13 feet, along said Easterly right-of-way line of said Westcliff Drive to the POINT OF BEGINNING.

Said parcel containing an area of 2.84 Acres, as herein described.

DESCRIPTION BY DEED

Those parcels located in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) Section 1, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described by deed recorded at Reception 2510813* as follows:

Parcel 1
Beginning at the Northwest Corner of the E3/4 of the NW1/4 of the NW1/4 of Section 1, Township 1 South, Range 1
West of the Ute Meridian;
thence East 75 feet;
thence South 124 feet;
thence West 75 feet;
thence North 124 feet to the Point of Beginning.
EXCEPT the West 25 feet for road right-of-way as granted to the County of Mesa by instrument recorded August 22, 1963 in Book 853 at Page 452.
County of Mesa, State of Colorado aka 698 Westcliff Drive (Parcel 2945-012-00-015)*

Parcel 2
Beginning at a point 228 feet South of the Northwest Corner of the E3/4 of the NW1/4 of the NW1/4 of Section 1,
Township 1 South, Range 1 West of the Ute Meridian;
thence East 229 feet;
thence South 30 feet;
thence West 229 feet;
thence North 30 feet to the point of beginning.
EXCEPT the West 25 feet for road right-of-way as granted to the County of Mesa by instrument recorded August 22, 1963 in Book 853 at Page 452.
County of Mesa, State of Colorado aka 690 Westcliff Drive (Parcel 2945-012-00-018)*

Parcel 3
Beginning at a point 124 feet South of the Northwest Corner of the E3/4 of the NW1/4 of the NW1/4 of Section 1,
Township 1 South, Range 1 West of the Ute Meridian;
thence East 229 feet;
thence South 104 feet;
thence West 229 feet;
thence North 104 feet to the Point of Beginning.
EXCEPT the West 25 feet for road right-of-way as granted to the County of Mesa by instrument recorded August 22, 1963 in Book 853 at Page 452.
County of Mesa, State of Colorado A aka 696 Westcliff Drive (Parcel 2945-012-00-019)*

Beginning 330 feet East and 258 feet South of the Northwest corner of Section
1, Township 1 South, Range 1 West of the Ute Meridian;
thence South 104 feet;
thence East 229 feet;
thence North 104 feet;
Thence West to the Point of Beginning,
EXCEPT road as described in Quit Claim Deed recorded in Book 853 on Page 452,
Mesa County, Colorado. aka 694 Westcliff Drive, Grand Junction CO 81506 (Parcel 2945-012-00-022)*

(Parcel 2945-012-85-001 described separately by plat)

Lot 1, Taylor III Subdivision as shown on plat recorded at Reception 2498452, Mesa County records

GENERAL NOTES

Easement and Title Information provided by Land Title Guarantee Company for Old Republic National Title Insurance Company, Order No. GJR6536568, dated July 17, 2018.

Basis of bearings is the North line of the NW¼ NW¼ of Section 1 which bears South 89°59'43" East, a distance of 1320.80 feet, established by observation of the MCGPS control network, which is based on the NAD 83 datum for Horizontal and NAVD 88 datum for Vertical Information. Both monuments on this line are Aliquot Survey Markers, as shown on the face of this plat.

All lineal units shown hereon in U.S. Survey feet.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS 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 CERTIFICATION SHOWN HEREON.

LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- FOUND REBAR, AS NOTED
- SET 2" ALUMINUM CAP ON 24" No. 5 REBAR, PLS 24953

SCALE: 1"=50'

0 25 50 100

LAND SURVEY DEPOSITS

MESA COUNTY SURVEYOR'S OFFICE

BOOK _____ PAGE _____

DATE _____

DEPOSIT NO. _____

Prepared for:
ANATUM, LLC

SURVEYOR'S CERTIFICATIONCERTIFICATION

I hereby certify that this plat represents a field survey completed under my direct supervision during December 2018, and that both conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either express or implied.

Preliminary

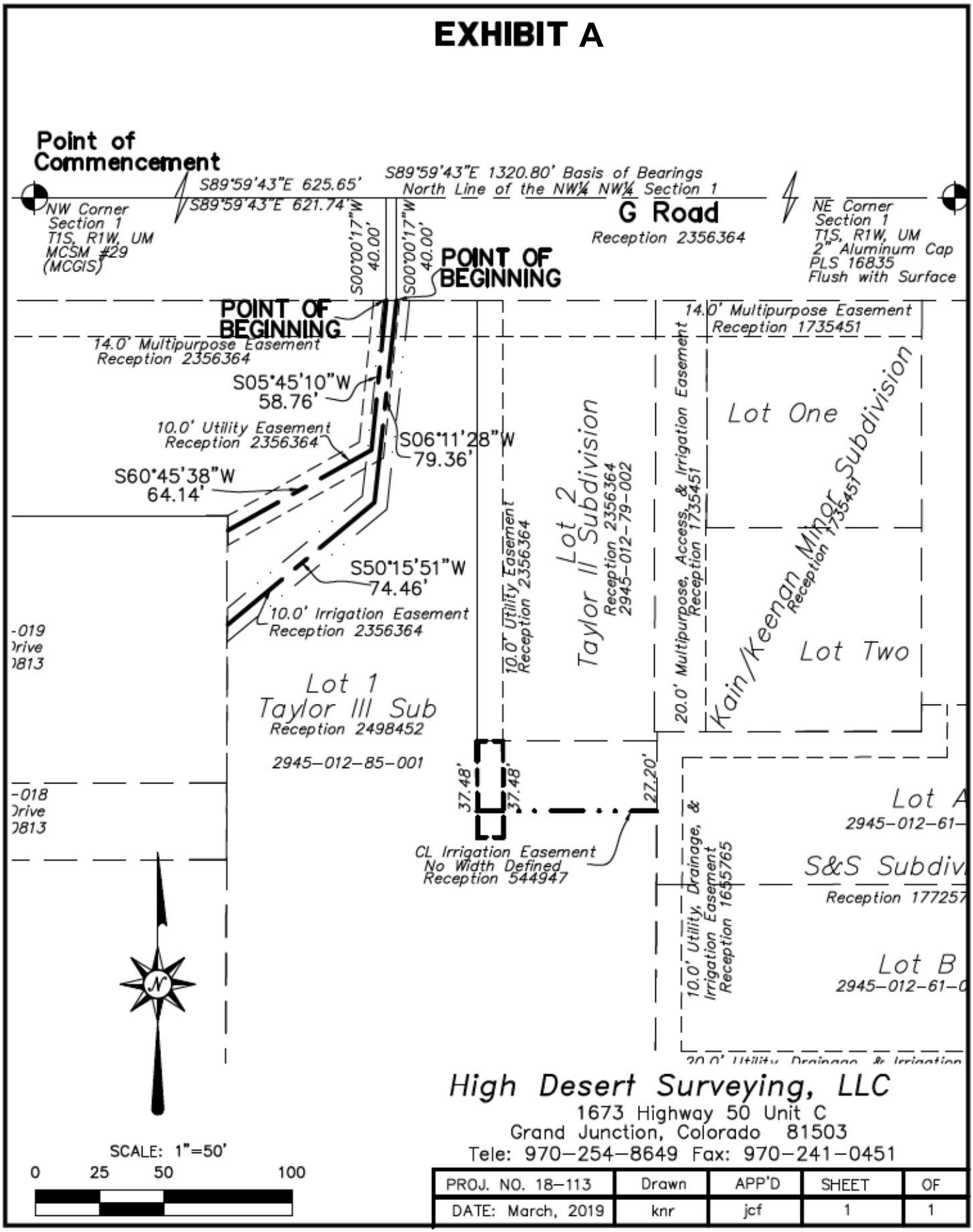
Jeffrey C. Fletcher
COLORADO PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 24953

IMPROVEMENT SURVEY
NW¼ NW¼ SECTION 1
T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Telephone: 970-254-8649 Fax 970-241-0451

PROJ. NO. 18-113	SURVEYED	DRAWN	CHK'D	SHEET	OF
DATE: December, 2018	be	AHV	JCF	1	1

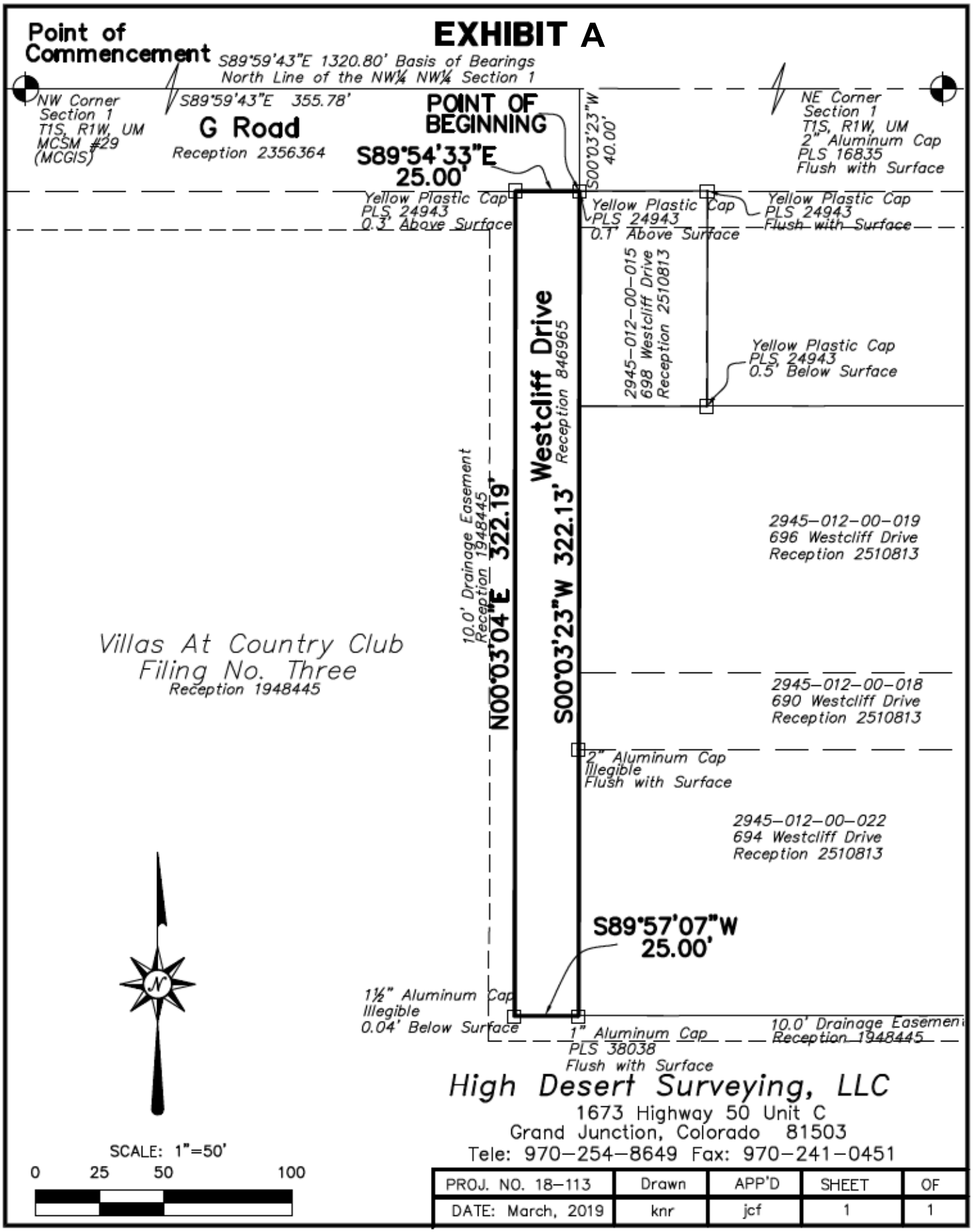
EXHIBIT A



High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 18-113	Drawn	APP'D	SHEET	OF
DATE: March, 2019	knr	jcf	1	1

EXHIBIT A



High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 18-113	Drawn	APP'D	SHEET	OF
DATE: March, 2019	knr	jcf	1	1

Anatum LLC
P.O. BOX 139
Grand Junction, Colorado 81501
(970) 243-4444

PLANS FOR
CONSTRUCTION OF

Court on G Road

OCTOBER 14, 2019

GEOTECHNICAL ENGINEER:
Huddleston-Berry
Engineering & Testing
640 White Avenue
Grand Junction, Colorado 81501
(970) 255-8005

LANDSCAPE ARCHITECT:
Ciavonne, Roberts & Associates, Inc.
222 N. 7th Street
Grand Junction, Colorado 81501
(970) 241-0745

PROJECT LOCATION

VICINITY MAP
NTS

NO.	TITLE
C 01	COVER SHEET
C 02	GENERAL CONSTRUCTION NOTES & LEGEND SHEET
C 03	DEMOLITION PLAN
C 04	SITE PLAN
C 05	UTILITY COMPOSITE PLAN
C 06	SANITARY SEWER LINE A 0+00 TO 3+00
C 07	SANITARY SEWER LINE A 2+50 TO 5+00
C 08	SANITARY SEWER LINE B
C 09	STORM SEWER LINE A (0+00 TO 1+00) AND LINE B
C 10	STORM SEWER LINE A 1+00 TO 4+50
C 11	STORM SEWER LINE C 0+00 TO 3+00
C 12	STORM SEWER LINE C 2+75 TO 6+25
C 13	STORM SEWER LINE D
C 14	CENTERCLIFF DRIVE PLAN & PROFILE
C 15	EDGECLIFF COURT PLAN & PROFILE
C 16	BASE COURT PLAN & PROFILE
C 17	GRADING & DRAINAGE PLAN
C 18	DETENTION POND GRADING PLAN & DETAILS
C 19	WALL A PLAN & PROFILE
C 20	WALL B 0+00 TO 2+25 PLAN & PROFILE
C 21	WALL B 2+25 TO 5+00 PLAN & PROFILE
C 22	WALL C 0+00 TO 1+00 PLAN & PROFILE
C 23	IRRIGATION LINE PLAN & PROFILE

10/9/19

ACCEPTANCE BLOCK
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.
CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER DATE

Know what's below. Call before you dig. 811

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

REVISIONS

NO	DESCRIPTION	DATE	BY
1	REVISED PER REVIEW COMMENTS DATED 6/6/19	6/10/19	MRH
2	REVISED PER REVIEW COMMENTS DATED 8/16/19	8/19/19	MRH
3	REVISED PER REVIEW COMMENTS DATED 9/13/19	9/17/19	MRH
4	REVISED PER REVIEW COMMENTS DATED 10/7/19	10/8/19	MRH
5	REVISED PER REVIEW COMMENTS DATED 10/10/19	10/14/19	MRH

A • C • G
AUSTIN CIVIL GROUP, INC.
Land Planning • Civil Engineering • Development Services
123 North 7th Street, Suite 300 • Grand Junction, Colorado 81501
(970) 242-7540

Court on G Road
description
COVER SHEET
2711 G ROAD
prepared for
Anatum LLC

DRAWN BY: MRH
DESIGNED BY: MRH
CHECKED BY:
APPROVED BY: MRA

JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: NTS
SHEET NO: C 01

m:\PROJECTS\1329.0002 - 2711 g road property\Dwg\C3d\production dwg\PROD SITE-The Court.dwg, C-1 COVER, 10/18/2019 12:29:56 PM

GENERAL CONSTRUCTION NOTES

1. Contractor shall contact Mark Barslund, City of Grand Junction development inspector, and 5–2–1– Drainage Authority representative, at (970)201–1362, a minimum of 72 hours in advance, for a pre–construction meeting prior to beginning work.

2. Locations of existing utilities shown on these plans are approximate only. Contractor is to contact affected utility for specific locations before digging.

3. The Contractor shall notify the engineer if unanticipated conditions area encountered during completion of the work which require modifications to the contract drawings. The engineer can be reached at 970–242–7540.

4. Contractor shall give 48–hour notice to all authorized inspectors, superintendents, or person in charge of public and private utilities affected by his operations prior commencement of work. Contractor shall assure himself that all construction permits are current.

5. Contractor shall confine his construction operations to the right–of–way, easements, and lots, as shown on plans and plat. Any damage to private facilities outside these limits shall be repaired by the Contractor at no expense to the Owner.

6. All road construction, related work, materials, performance and quality of work provided shall conform to the requirements of the City of Grand Junction Standard Specifications and Drawings and the applicable sections of the most current edition of the Division of Highways, State of Colorado Standard Specifications for Road and Bridge Construction, Colorado Standard Plans, Division of Highways M & S Standards.

7. Contractor shall familiarize himself with the geotechnical testing requirements of the City of Grand Junction. The results of the required types of tests and numbers of passing tests shall be furnished to the Engineer for verification before final acceptance by the Owner will be granted. All failing tests shall be brought to the immediate attention of the Engineer and retests shall be performed until passing results are obtained. All utility lines, including service lines falling shall be tested.

8. Only materials on which a proctor test can be performed and accurate nuclear density tests can be run are approved for utility trench back fill unless otherwise approved by the Engineer.

9. All utility installations are to be performed in accordance with the City of Grand Junction Standard Specifications for the Construction of Underground Utilities and Standard Details.

10. In the event of a descrepancy between the construction notes contained herein and the notes and details in the City of Grand Junction Standard Contract Documents for Capital Improvements Construction manual, the City's manual shall control.

11. All work within the City of Grand Junction Right–of–Way shall required a "Work in the Right–of–Way" Permit. All construction work shall be in accordance with the latest edition of the City of Grand Junction Standard Specifications.

12. All finished grades around the building perimeter shall slope a minimum of 2% away from the building for a minimum of 10–ft.

13. All roof drains that discharge to the finished ground surface shall be provided with splash blocks that extend beyond the building foundation excavation zone.

14. The Contractor shall be required to comply with the requirements and recommendations of Huddleston–Berry Geotech report titled Geotechnical and Geologic Hazards Investigation, Five G Road Properties: 2711 G Rd. & 690, 694, 696, 698 Westcliff Dr., Grand Junction, Colorado, Project#01866–0001 dated December 6, 2018, unless otherwise noted.

15. All fill, building, concrete or asphalt pavement areas shall be stripped of a minimum 6–inches of topsoil.

16. Contractor shall provide stamped shop drawings for retaining walls for approval by the engineer

PAVING CONSTRUCTION NOTES

1. All road widths and radii are to flow line unless noted otherwise. Any "spot" design elevations are to flow line of curb and gutter unless otherwise noted.

2. Prior to pavement placement, the pavement prism should be stripped of all unsuitable materials. It is recommended that the subgrade soils be scarified to a depth of 12–inches, moisture conditioned, and recompacted to a minimum of 95% of the standard Proctor maximum dry density, within ±2% of optimum moisture as determined by AASHTO T–99.

3. Contractor to protect existing utilities and appurtenances. Manholes, drainage inlets, utility lines, etc., damaged, covered, or filled with dirt or debris by the Contractor shall be cleaned and repaired at no expense to the Owner.

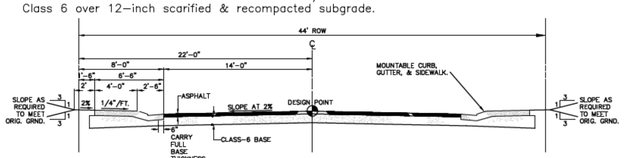
4. All concrete to include a minimum of 6" Class VI ABC, unless otherwise noted.

5. Where proposed pavement is to match existing pavement, existing pavement is to be squared cut, full base thickness is to be brought to match line and existing surface is to be tack–coated before proposed surface is placed. Provide tee patch connection per city requirements.

6. All handicap ramps, sidewalks and curb and gutter are to be constructed where indicated on the plans and in accordance The City of Grand Junction requirements..

7. Curb, gutter, and drainage pans are to have expansion joints at each change in horizontal alignment of curb and gutter, but in no case at a greater distance apart than 100 feet. Locate dummy grooved joints between expansion joints at intervals not exceeding 10 feet. Where length of pour precludes 10 foot intervals, the end sections may be less then 10 feet but not less than 5 feet.

8. PAVEMENT SECTION: "Hot–Mix Asphalt" 3–inch HMA over 6–inch CDOT Class 6, over 13" Class 3 subbase, over 12–inch scarified & recompacted subgrade. Rigid Pavement" 6–inch Portland Cement Concrete w/ 6x6x1.4x1.4 WWF over 6–inch CDOT Class 6 over 12–inch scarified & recompacted subgrade.



URBAN RESIDENTIAL STREET

WATER LINE CONSTRUCTION

1. All water line construction shall be constructed in accordance with the Ute Water District Standards and Specifications.

2. Contractor shall notify the Ute Water Conservancy 48 hours prior to the beginning of construction.

3. All trenches shall be compacted to 95% within 2% of optimum moisture content, as determined by AASHTO T–99. Contractor shall be required to perform all necessary compaction tests through a certified soils lab.

4. Minimum cover required over top of new waterlines is 4'–6".

5. All water mains to be DR–18 PVC, conforming to AWWA C–900.

6. Ductile Iron fittings to conform to AWWA C–153.

7. Fire Hydrants shall conform to AWWA C–502, Mueller Super Centurian or Kennedy Guardian.

8. All materials labor and equipment required for testing and disinfection of water lines shall be furnished by Contractor. Disinfection of water lines shall conform to AWWA C–651–86 or latest revision thereof. No separate pay.

9. All pipe bends/angle points, both horizontal and vertical, as called for on the plans are to be thrust blocked per Ute Water Conservancy District details and Technical Specifications.

10. Only materials on which a proctor test can be performed and accurate nuclear density tests can be run are approved for water line trench backfill unless otherwise approved by the Engineer.

11. All Ute Water Mains are to be bedded per City of Grand Junction Standards.

STORM SEWER CONSTRUCTION NOTES

1. All storm sewer line construction shall be in accordance with the City of Grand Junction Standards and Specifications.

2. All Reinforced Concrete storm sewer pipe shall conform to ASTM Standard Specifications, C–76, Class III unless otherwise noted.

3. All polyvinyl chloride (PVC) pipe and fittings shall conform to ASTM Standard Specifications, D3034 and F679, SDR–35 unless otherwise noted.

4. All High Density Polyethylene (HDPE) pipe and fittings shall be smooth bore and shall conform to the following:
   12 inch to 36 inch shall meet ASSHTO M294
   42 inch to 48 inch shall meet ASSHTO MP6
   All HDPE pipe up to 30" shall be backfilled to springline with Class–6.

FUGITIVE DUST CONTROL PLAN

1. Before stripping of the site preparation for overlot grading, the surface is to be pre–wet to control dust.

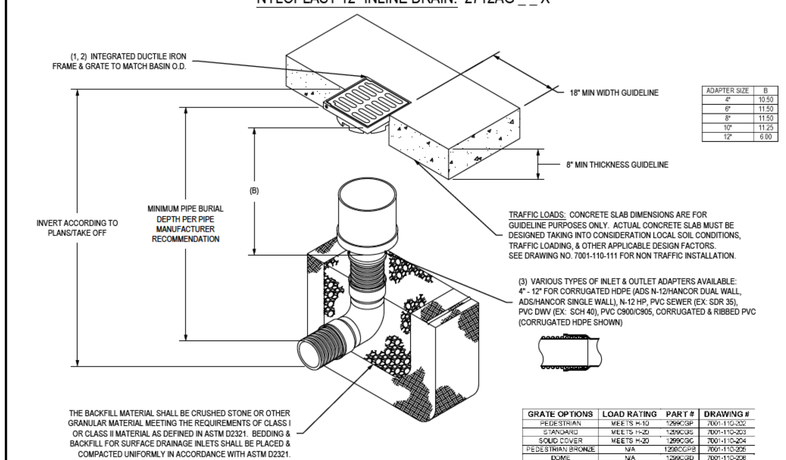
2. Any stockpiles of stripping materials are to be periodically sprayed with water or a crusting agent to stabilize potentially wind blown material.

3. Haul road both into and around the site are to be sprayed as needed to suppress dust.

4. The Storm Water Management Plan and permit shall be obtained and kept onsite before starting any construction work. Gravel pads are to be constructed at the entrances to the site to help in removing mud from the wheels of haulage trucks before they enter onto City streets.

5. Trucks hauling import fill are to be tarped to aid in the control of airborne dust.

NYLOPLAST 12" INLINE DRAIN: 2712AG _ _ X



ADAPTER SIZE	B
4"	10.50
6"	11.50
8"	11.50
10"	11.25
12"	6.00

GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
PEDESTRIAN	MEETS H-10	12WGSP	7001-110-202
STANDARD	MEETS H-20	12SGSS	7001-110-203
SOLID COVER	MEETS H-20	12SGCG	7001-110-204
PEDESTRIAN BRONZE	N/A	12SBCGPHD	7001-110-205
DOME	N/A	12SNGGSD	7001-110-206
DROP IN GRATE	LIGHT DUTY	12DGD	7001-110-021

1 - GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05, WITH THE EXCEPTION OF THE BRONZE GRATE.
2 - FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
3 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER.
4 - DIMENSIONS ARE FOR REFERENCE ONLY. ACTUAL DIMENSIONS MAY VARY.
5 - DIMENSIONS ARE IN INCHES
6 - SEE DRAWING NO. 7001-110-275 FOR ADS N-12 & HANCOR DUAL WALL BELL INFORMATION & DRAWING NO. 7001-110-364 FOR N-12 HP BELL INFORMATION.

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DRAWN BY	EBC
DATE	04-03-06
REVISED BY	CCA
DATE	08-19-13
DWG SIZE	A
MATERIAL	
PROJECT NO./NAME	
SCALE	1:20
SHEET	1 OF 1

3126 VERONA AVE
BUFORD, GA 30518
PHN (770) 932-2443
FAX (770) 932-2490
www.nyloplast-us.com

TITLE: 12 IN INLINE DRAIN QUICK SPEC INSTALLATION DETAIL

DWG NO. 7003-110-025 REV D

SANITARY SEWER CONSTRUCTION NOTES

1. All materials and workmanship shall comply to the Standards and Specifications of the City of Grand Junction. The City of Grand Junction reserves the right to accept or reject any materials and or workmanship that does not conform.

2. The Contractor shall have one signed copy of plans and a copy of the City of Grand Junction Standards and Specifications at the job site at all times.

3. All sewer lines must be tested and approved PRIOR to street construction. Contractor is required to notify the Owner's representative PRIOR to testing. The Owner's representative must be present to witness testing of water and sewer lines or the City will not approve the installation.

4. All sanitary sewer pipe shall be PVC SDR–35 (ASTM 3034) unless otherwise specified.

5. All sewer lines to be laid to grade utilizing a "pipe laser".

6. All connections to the new sewer lines shall be accomplished with full body wyes or tees. Tapping saddles will not be allowed, except as noted.

7. All trenches shall be compacted to 95% within 2% of optimum moisture content, as determined AASHTO T–99.

8. A minimum of 10 ft. of separation shall be maintained at all times between the waterline and sewer line except at specified crossings.

9. The contractor is responsible for all required sewer line testing to be completed in accordance with the City of Grand Junction Standards and Specifications. Final testing to be accomplished only after all other infrastructure has been installed. This includes waterlines, gas lines, electric lines, etc. Testing will be performed after all compaction of street subgrade and prior to street paving. Final lamping will also be accomplished after paving is completed to insure that the line is clean. These tests will be the basis for issuing the initial acceptance of the seer line extension.

10. Manholes shall be constructed as shown on the City of Grand Junction Standard Sanitary Sewer Detail sheets SS–02 of SS–03 as appropriate.

11. Water stop gaskets and clamp assemblies are to be furnished and installed at all connections to manholes. No separate pay.

12. Metal grade rings are NOT to be used on tip of manhole rings to adjust to finish pavement elevations. All adjustments to finish grade on new manholes shall be made using concrete grade rings and grout as shown on the standard details.

13. Where sanitary sewers cross under a water line with less than 18 inches of vertical separation, and in all cases where the sanitary sewer crosses over the waterline at any depth, provide total concrete encasement of pipe for a length of 10 feet to either side of the waterline.

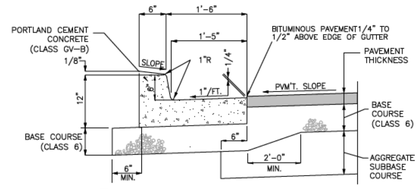
14. Only materials on which a proctor test can be performed and accurate nuclear density tests can be run are approved for sewer line trench backfill unless otherwise approved by the Engineer.

15. To inhibit the movement of ground water through sewer bedding and haunching material, clay cutoff wall of native material are to be constructed approximately 10 feet upstream from each manhole and shown on sanitary sewer plan and profiles.

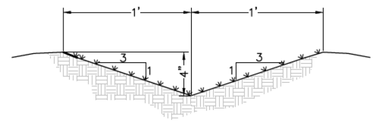
16. Notify the City of Grand Junction 48 hours prior to the construction of the sanitary sewer facilities.

17. The contractor shall obtain a City of Grand Junction Street Cut Permit for all work within existing City right–of–way prior to construction.

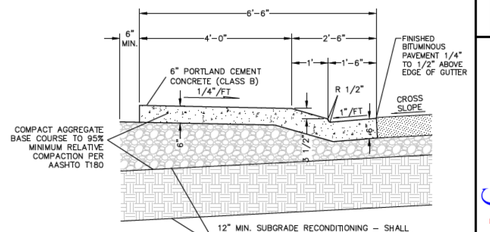
TYPICAL CONCRETE SECTIONS



A STANDARD 2' CURB AND GUTTER
NOT TO SCALE



B TYPICAL SWALE
NOT TO SCALE



C MONOLITHIC DRIVE OVER CURB & GUTTER
NOT TO SCALE

LEGEND

PROPERTY LINE	PROPOSED INLINE DRAIN
ADJACENT PROPERTY LINE	EXISTING 8" WATER MAIN
EXISTING EASEMENT	PROPOSED 2" DOMESTIC SERVICE
PROPOSED EASEMENT	PROPOSED 4" FIRE LINE
EXISTING BUILDING	EXISTING FIRE HYDRANT
PROPOSED BUILDING	PROPOSED FIRE HYDRANT
EXISTING CURB/GUTTER	EXISTING WATER METER
PROPOSED CURB/GUTTER	PROPOSED WATER METER
PROPOSED SPILL CURB/GUTTER	PROPOSED METER/BACKFLOW VAULT
PROPOSED TRANSITION CURB/GUTTER	PROPOSED IRRIGATION MANHOLE
EXISTING RETAINING WALL	PROPOSED FENCE
EXISTING 1–FT CONTOUR	EXISTING FENCE
EXISTING 5–FT CONTOUR	PROPOSED TRAFFIC FLOW
PROPOSED 1–FT CONTOUR	GRADE BREAK
PROPOSED 5–FT CONTOUR	ROOF DRAIN (RD)
EXISTING ASPHALT	STREET LIGHT POLE
PROPOSED ASPHALT	FIRE DEPARTMENT CONNETION
PROPOSED HEAVY DUTY ASPHALT	PARKING LOT LIGHT
EXISTING CONCRETE	PROPOSED BUILDING LIGHT
PROPOSED CONCRETE	POWER POLE
PROPOSED HEAVY DUTY CONCRETE	FLOWLINE
EXISTING SANITARY SEWER	EDGE OF PAVEMENT
PROPOSED SANITARY SEWER	TOP OF CONCRETE
EXISTING SANITARY SEWER MANHOLE	TOP OF WALL
PROPOSED SANITARY SEWER MANHOLE	BOTTOM OF WALL
PROPOSED SANITARY SEWER CLEANOUT	TOP BACK OF WALK
EXISTING STORM SEWER	TOP OF CURB
PROPOSED STORM SEWER	BACK OF CURB
EXISTING STORM SEWER INLET	LANDSCAPE AREA
PROPOSED STORM SEWER INLET	MULTI–PURPOSE EASEMENT
EXISTING STORM SEWER MANHOLE	UTILITY PEDESTALS (TEL & ELEC)
PROPOSED STORM SEWER MANHOLE	TRANSFORMER
PROPOSED ELECTRIC, GAS, TEL & CABLE	

UTILITIES AND AGENCIES

CITY OF GRAND JUNCTION SANITARY SEWER	MARK BARSLUND	201–1362
UTE WATER	JIM DAUGHERTY	242–7491
GRAND VALLEY WATER USERS	MARK HARRIS	242–5065
CITY OF GRAND JUNCTION PUBLIC WORKS	MARK BARSLUND	201–1362
XCEL ENERGY – GAS & ELECTRIC	BRENDA BOES	244–2681
CENTURY LINK	CHRIS JOHNSON	244–4333
CHARTER	JOHN VALDEZ	245–8750
5–2–1 DRAINAGE AUTHORITY REPRESENTATIVE	MARK BARSLUND	201–1362

ACCEPTANCE BLOCK
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.
CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER _____ DATE _____

Know what's below. Call before you dig. 811

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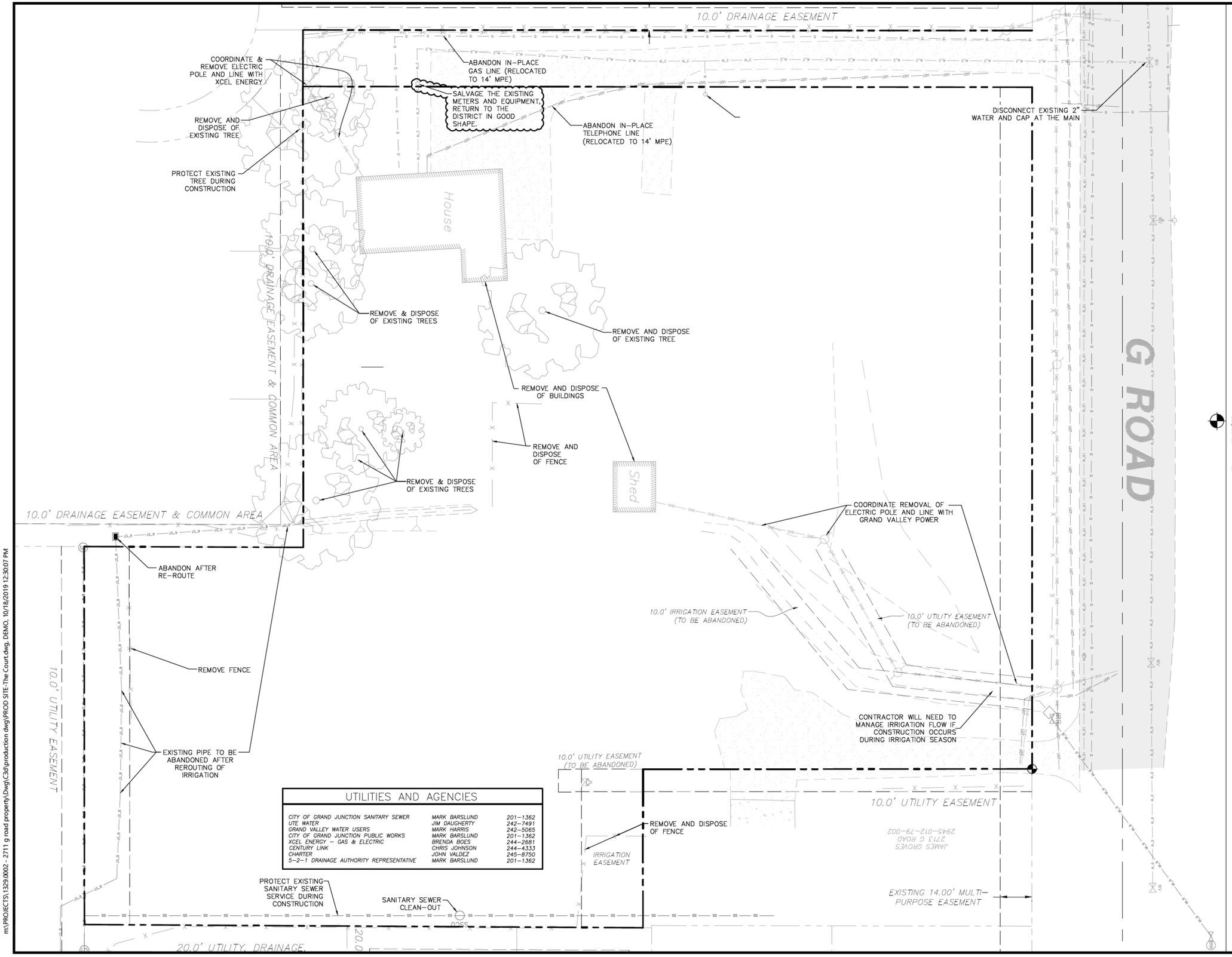
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5	REVISED PER REVIEW COMMENTS DATED 10/10/19	10/14/19	MRH

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(970) 242-7540

Court on G Road
GENERAL CONSTRUCTION NOTES & LEGEND SHEET
2711 G ROAD
prepared for
Anatum LLC

DRAWN BY: MRH
DESIGNED BY: MRH
CHECKED BY:
APPROVED BY: MRA
JOB NUMBER: 1329.0002
DATE: 09–18–19
SCALE: NTS
SHEET NO: C 02

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UTILITIES AND AGENCIES

CITY OF GRAND JUNCTION SANITARY SEWER	MARK BARSLUND	201-1362
UTE WATER	JIM DAUGHERTY	242-7491
GRAND VALLEY WATER USERS	MARK HARRIS	242-5065
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CHARTER	JOHN VALDEZ	245-8750
5-2-1 DRAINAGE AUTHORITY REPRESENTATIVE	MARK BARSLUND	201-1362

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

ACCEPTANCE BLOCK

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CITY DEVELOPMENT ENGINEER DATE

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REVISIONS

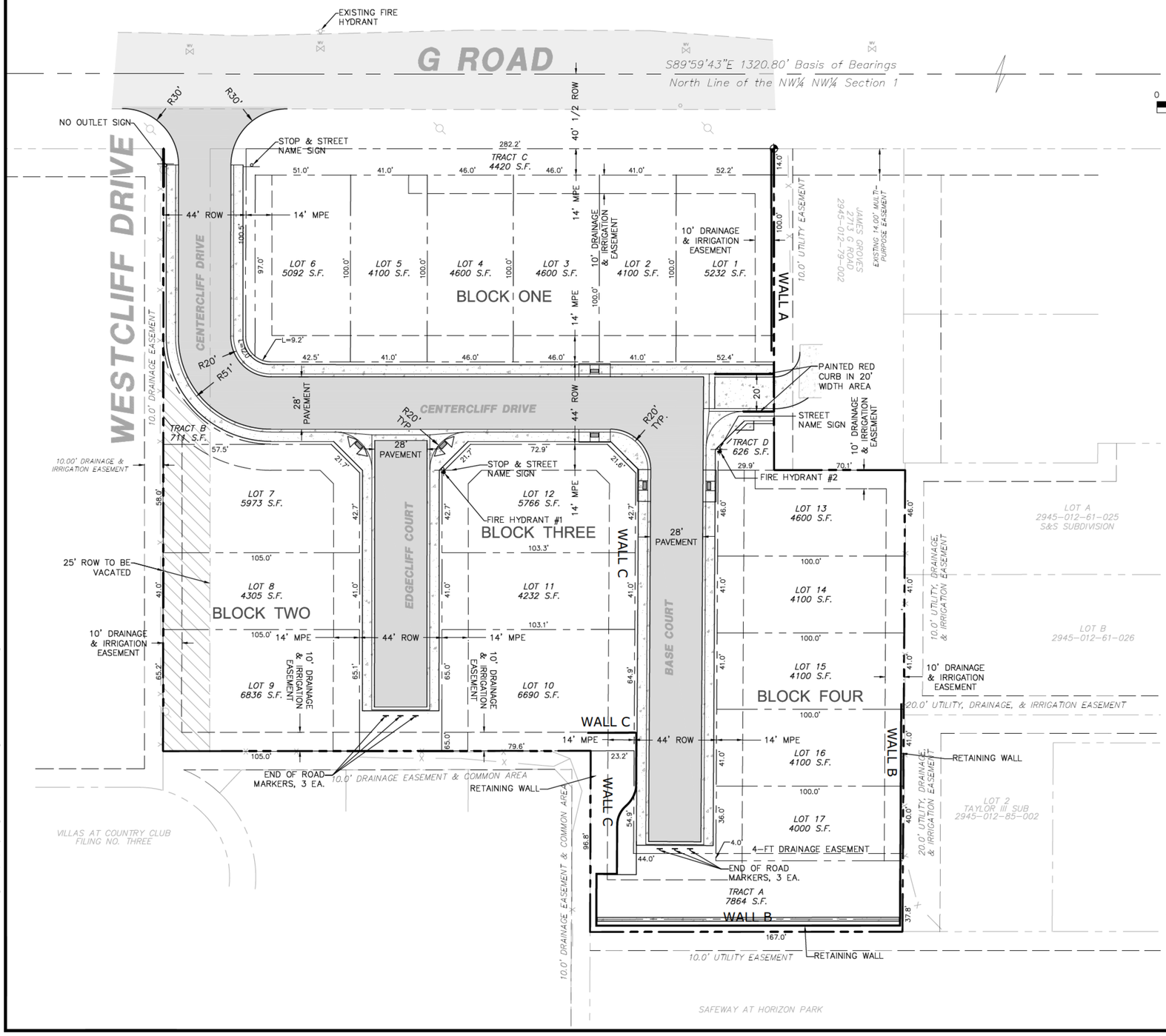
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Land Planning • Civil Engineering • Development Services
123 North 7th Street, Suite 300 • Grand Junction, Colorado 81501
(970) 242-7540

Court on G Road
Description
DEMOLITION PLAN
2711 G ROAD
prepared for
Anatum LLC

DRAWN BY: MRH
DESIGNED BY: MRH
CHECKED BY:
APPROVED BY: MRA

JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: 1"=20'
SHEET NO: C 03

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GENERAL NOTES:

1. OBTAIN WORK IN RIGHT OF WAY PERMITS FROM THE CITY OF GRAND JUNCTION BEFORE DOING ANY WORK ALONG G ROAD.
2. THIS DEVELOPMENT WAS DESIGNED ASSUMING MULTI-FAMILY TYPE DEVELOPMENT. ENGINEERED LOT SPECIFIC GRADING & DRAINAGE PLANS APPROVED BY THE CITY OF GRAND JUNCTION WILL BE REQUIRED FOR ALL LOTS.
3. THE DEVELOPMENT ASSUMES 3-PLEX TYPE DEVELOPMENT ON ALL LOTS EXCEPT FOR LOTS 16 & 17. LOTS 16 & 17 ARE ASSUMED TO BE DUPLEX TYPE DEVELOPMENT.
4. CONTACT MARK BARSLUND AT (970) 201-1362 FOR A PRE-CONSTRUCTION MEETING PRIOR TO ANY WORK ON THE SITE.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING BUILDING
- PROPOSED BUILDING
- EXISTING CURB/GUTTER
- PROPOSED CURB/GUTTER
- PROPOSED SPILL CURB/GUTTER
- PROPOSED TRANSITION CURB/GUTTER
- EXISTING RETAINING WALL
- EXISTING 1-FT CONTOUR
- EXISTING 5-FT CONTOUR
- PROPOSED 1-FT CONTOUR
- PROPOSED 5-FT CONTOUR
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED HEAVY DUTY ASPHALT
- EXISTING CONCRETE
- PROPOSED CONCRETE
- PROPOSED HEAVY DUTY CONCRETE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER CLEANOUT
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING STORM SEWER INLET
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- PROPOSED INLINE DRAIN
- EXISTING 8" WATER MAIN
- PROPOSED 2" DOMESTIC SERVICE
- PROPOSED 4" FIRE LINE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
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- PROPOSED WATER METER
- PROPOSED METER/BACKFLOW VAULT
- PROPOSED IRRIGATION MANHOLE
- PROPOSED FENCE
- EXISTING FENCE
- PROPOSED TRAFFIC FLOW
- GRADE BREAK
- ROOF DRAIN (RD)
- STREET LIGHT POLE
- FIRE DEPARTMENT CONNETION
- PARKING LOT LIGHT
- PROPOSED BUILDING LIGHT
- POWER POLE
- FLOWLINE
- EOP EDGE OF PAVEMENT
- TOC TOP OF CONCRETE
- TOW TOP OF WALL
- BOW BOTTOM OF WALL
- TBW TOP BACK OF WALK
- TC TOP OF CURB
- BOC BACK OF CURB
- LS LANDSCAPE AREA
- MPE MULTI-PURPOSE EASEMENT
- UTILITY PEDESTALS (TEL & ELEC)
- TRANSFORMER

LAND USE SUMMARY			
	ACRES	PERCENT	OWNERSHIP/USE
LOTS (17)	1.88	56.6%	PRIVATE
TRACT A	0.19	5.7%	HOA
TRACT B	0.02	0.6%	HOA
TRACT C	0.10	3.0%	HOA
TRACT D	0.01	0.3%	HOA
RIGHT-OF-WAY	0.82	24.7%	CITY OF GJ
G ROAD ROW AREA	0.30	9.1%	CITY OF GJ
TOTAL	3.32	100%	
TOTAL LOTS: 17	AVG. DENSITY : 5.12UNITS / ACRE		

UTILITIES AND AGENCIES

CITY OF GRAND JUNCTION SANITARY SEWER	MARK BARSLUND	201-1362
UTE WATER	JIM DAUGHERTY	242-7491
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CHARTER	JOHN VALDEZ	245-8750
5-2-1 DRAINAGE AUTHORITY REPRESENTATIVE	MARK BARSLUND	201-1362

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

10/9/19

ACCEPTANCE BLOCK:
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.
CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER _____ DATE _____

CITY PLANNER _____ DATE _____

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5	REVISED PER REVIEW COMMENTS DATED 10/10/19	10/14/19	MRH

REVISIONS

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Land Planning ▪ Civil Engineering ▪ Development Services
129 North 7th Street, Suite 300 ▪ Grand Junction, Colorado 81501
(970) 242-7540

Court on G Road
description
SITE PLAN
2711 G ROAD
prepared for
Anatum LLC

DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:
MRH	MRH		MRA

JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: 1"=30'
SHEET NO: C 04

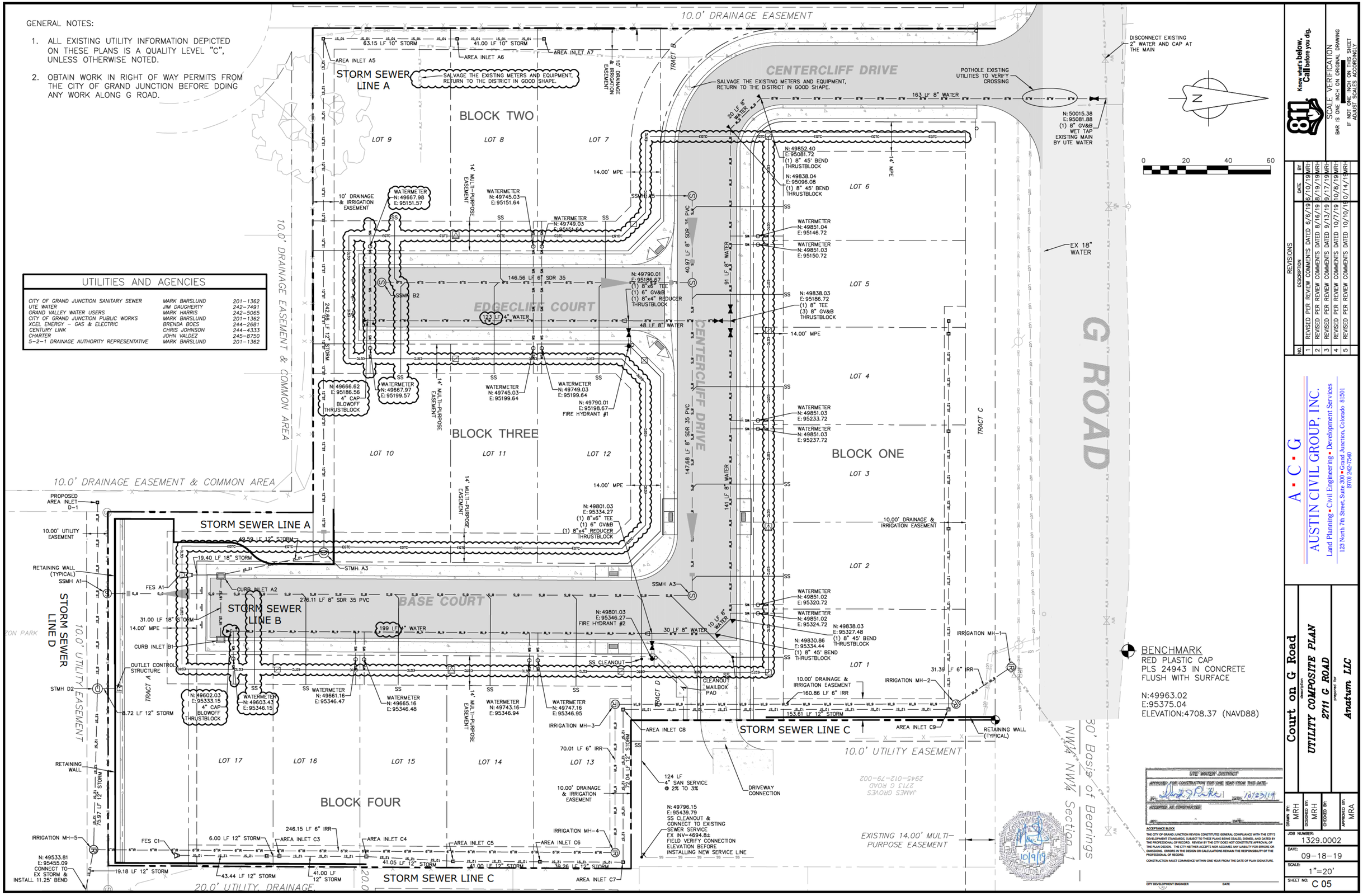
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GENERAL NOTES:

1. ALL EXISTING UTILITY INFORMATION DEPICTED ON THESE PLANS IS A QUALITY LEVEL "C", UNLESS OTHERWISE NOTED.
2. OBTAIN WORK IN RIGHT OF WAY PERMITS FROM THE CITY OF GRAND JUNCTION BEFORE DOING ANY WORK ALONG G ROAD.

UTILITIES AND AGENCIES

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5-2-1 DRAINAGE AUTHORITY REPRESENTATIVE	MARK BARSLUND	201-1362



BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

UTE WATER DISTRICT
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.
BY: [signature] DATE: 10/23/19
ACCEPTED AS CONSTRUCTED
BY: DATE:

ACCEPTANCE BLOCK
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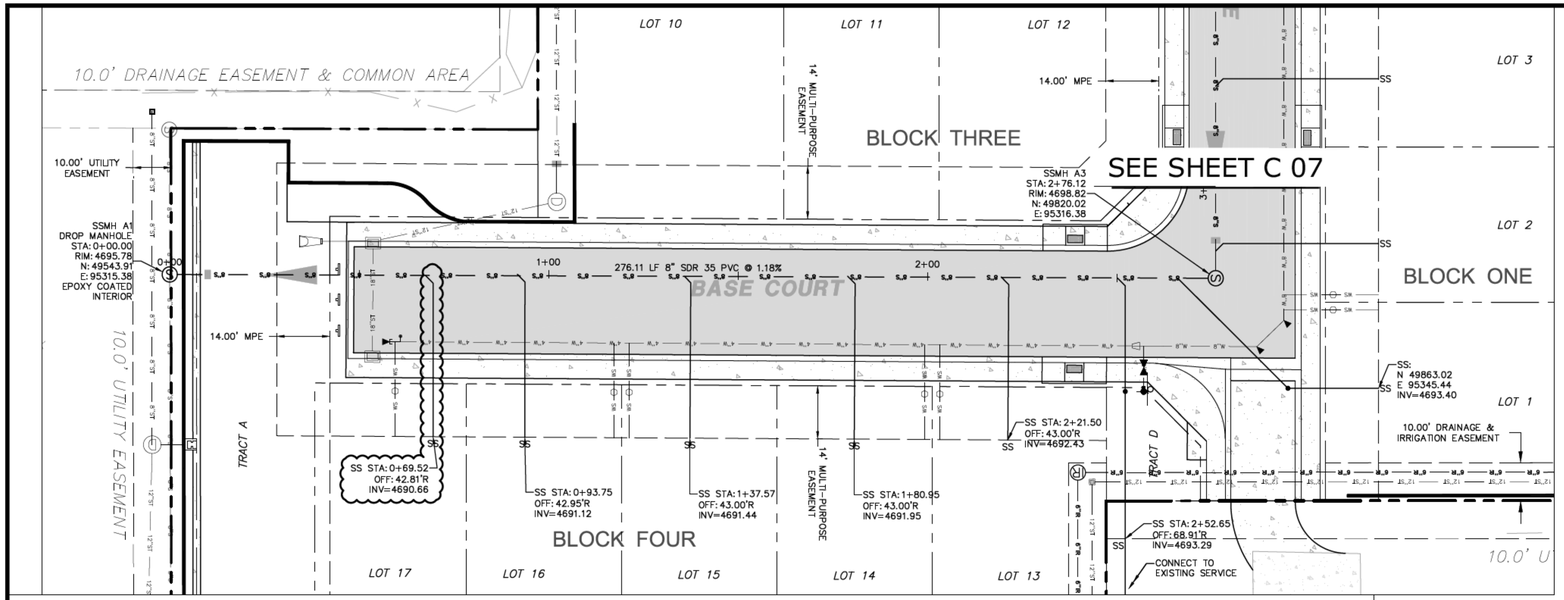
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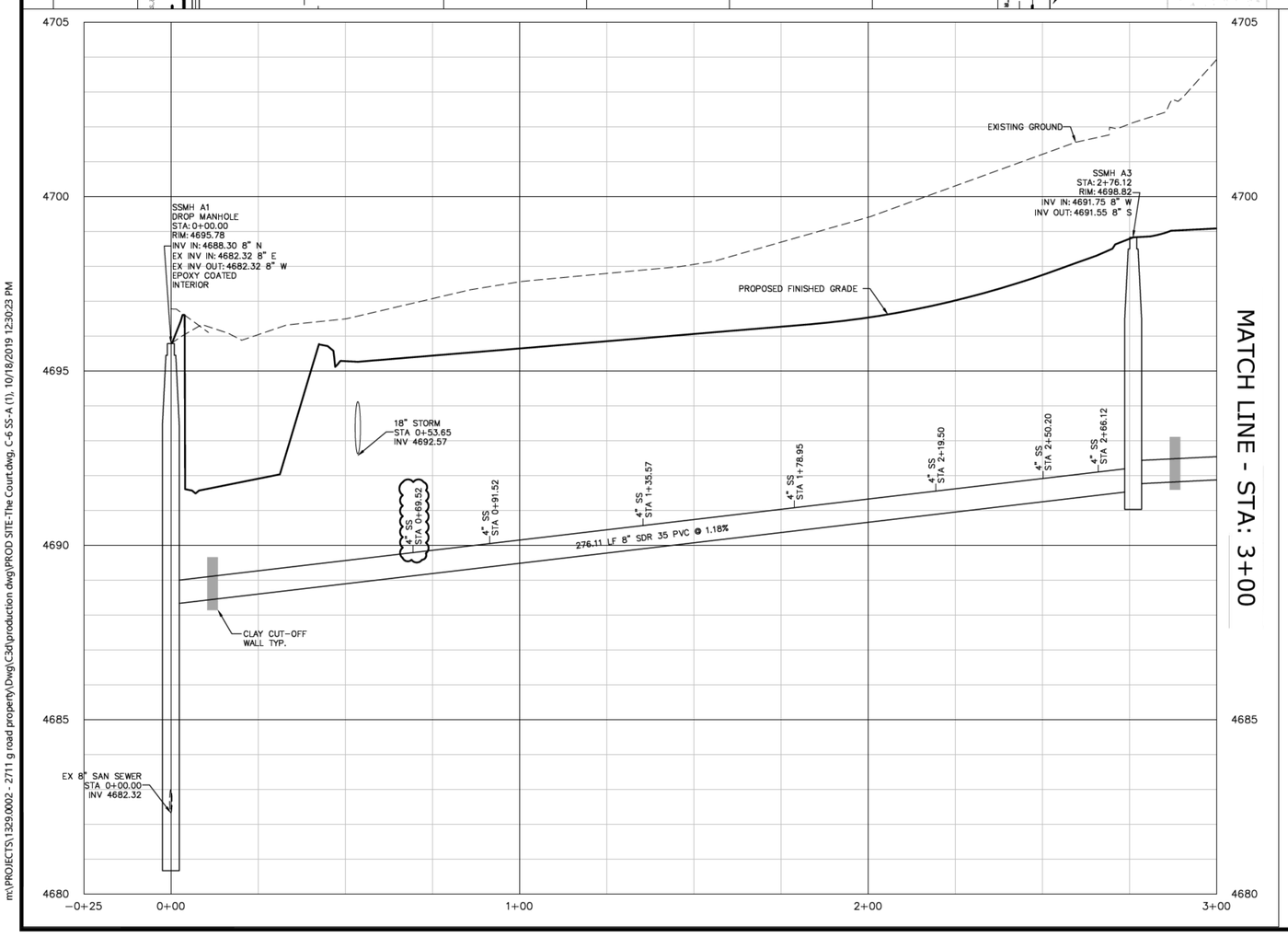
Court on G Road
description
UTILITY COMPOSITE PLAN
2711 G ROAD
prepared for
Anatum LLC

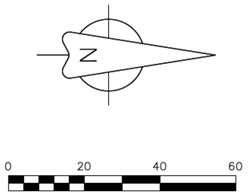
DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:
MRH	MRH		MRA

JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: 1"=20'
SHEET NO: C 05

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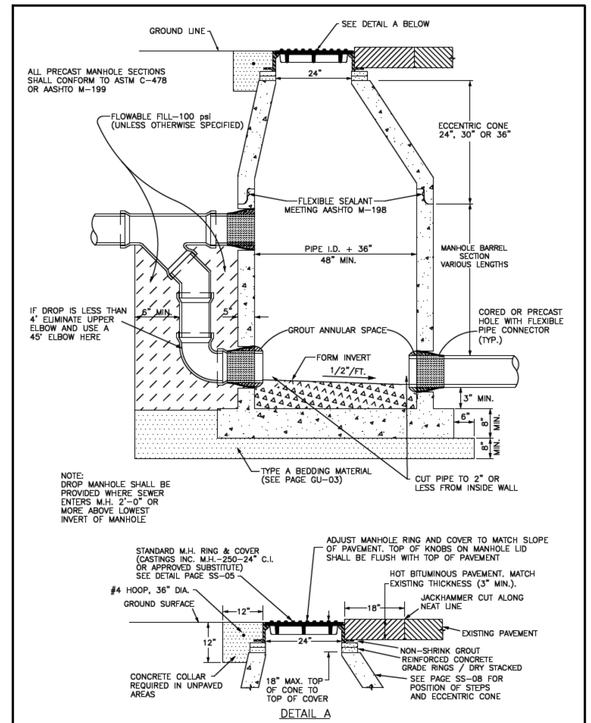






NOTES:

1. ALL SANITARY SEWER SERVICE LINES SHALL BE 4" PVC @ 2% FROM THE MAIN UNLESS OTHERWISE NOTED.



CITY DROP MANHOLE DETAIL

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

10/9/19

ACCEPTANCE BLOCK

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CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER _____ DATE _____

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NO	DESCRIPTION	DATE	BY
1	REVISED PER REVIEW COMMENTS DATED 6/6/19	6/10/19	MRH
2	REVISED PER REVIEW COMMENTS DATED 8/16/19	8/19/19	MRH
3	REVISED PER REVIEW COMMENTS DATED 9/13/19	9/17/19	MRH
4	REVISED PER REVIEW COMMENTS DATED 10/7/19	10/8/19	MRH
5	REVISED PER REVIEW COMMENTS DATED 10/10/19	10/14/19	MRH

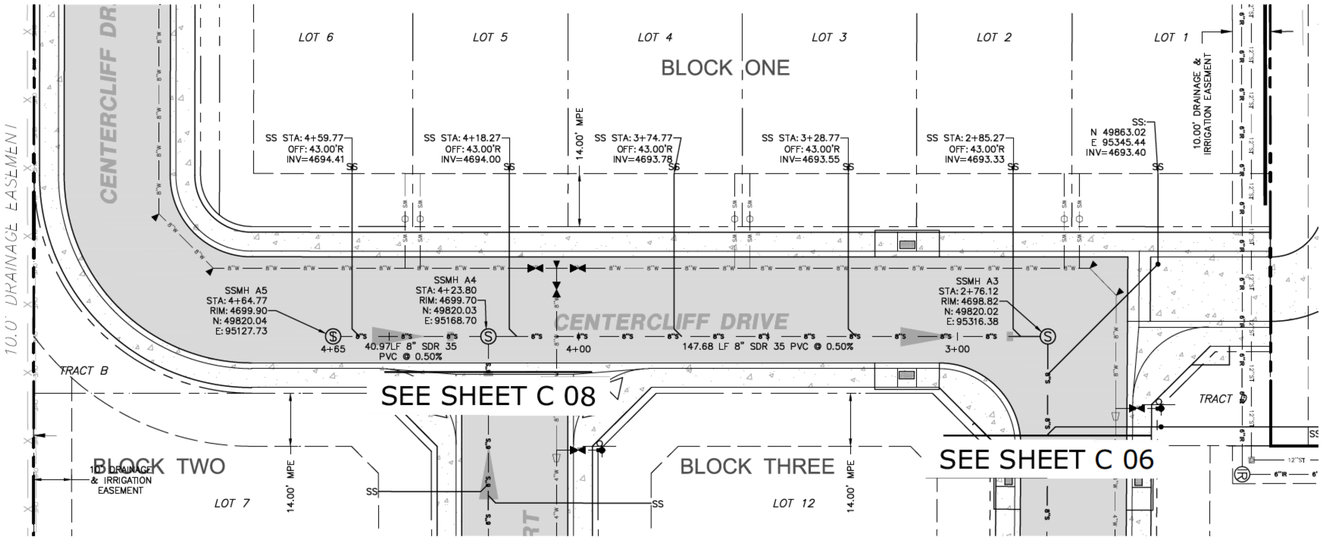
REVISIONS

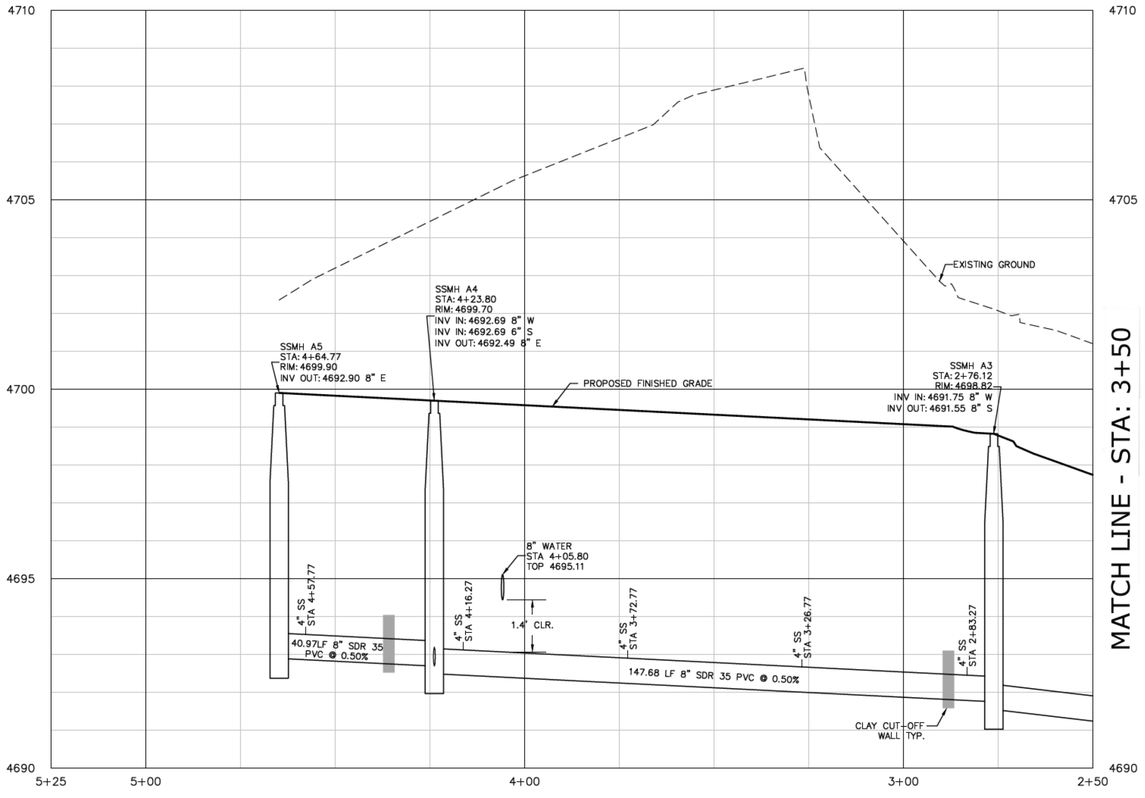
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AUSTIN CIVIL GROUP, INC.
Land Planning ▪ Civil Engineering ▪ Development Services
123 North 7th Street, Suite 300 ▪ Grand Junction, Colorado 81501
(970) 242-7540

Court on G Road
SANITARY SEWER LINE A 0+00 TO 3+00
2711 G ROAD
prepared for
Anatum LLC

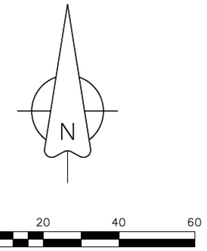
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DESIGNED BY:	MRH
CHECKED BY:	
APPROVED BY:	MRA
JOB NUMBER:	1329.0002
DATE:	09-18-19
SCALE:	1"=20'
SHEET NO:	C 06

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SANITARY SEWER LINE A (2)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



NOTES:

1. ALL SANITARY SEWER SERVICE LINES SHALL BE 4" PVC @ 2% FROM THE MAIN UNLESS OTHERWISE NOTED.

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

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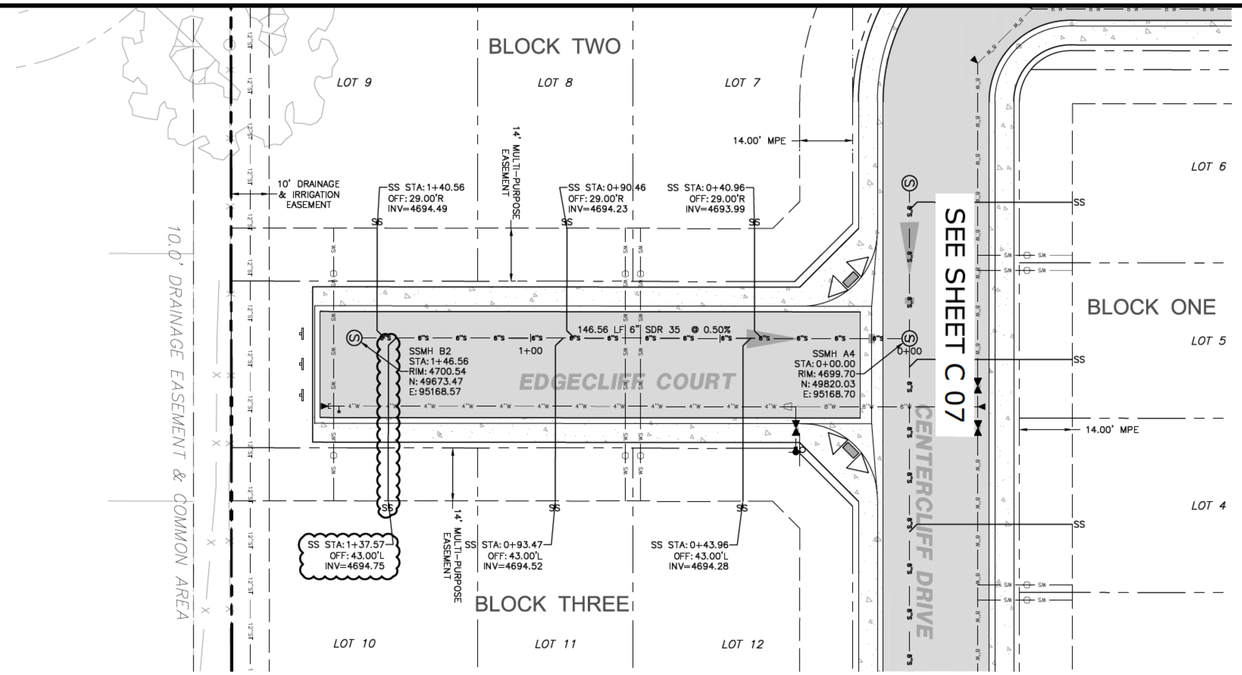
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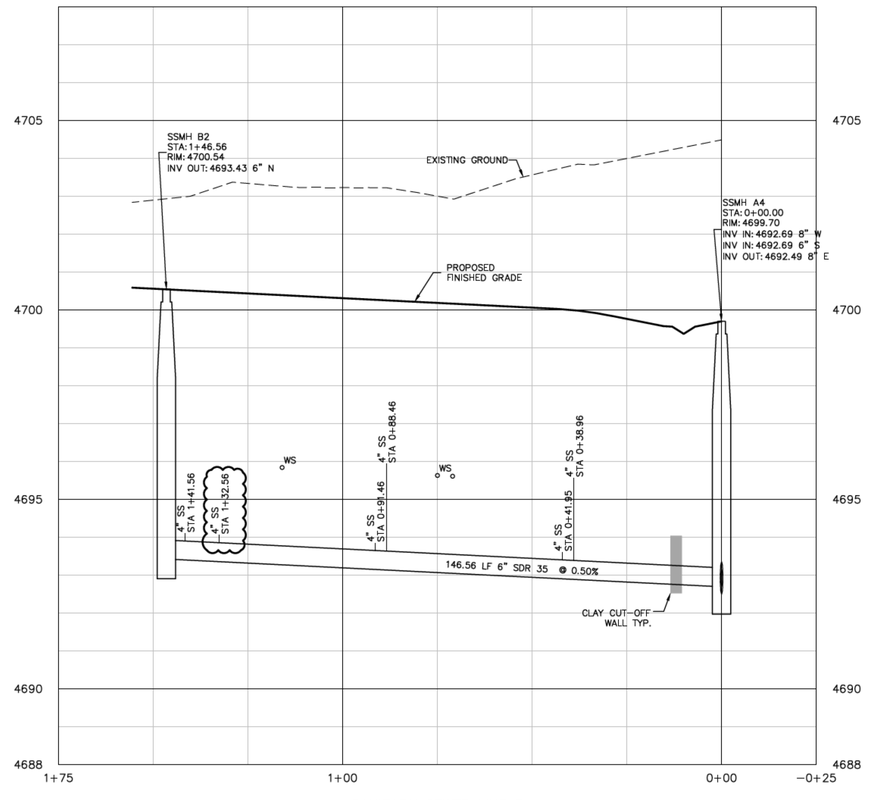
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(970) 242-7540

Court on G Road
SANITARY SEWER LINE A 2+50 TO 5+00
2711 G ROAD
prepared for
Anatum LLC

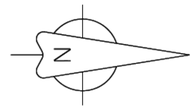
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DESIGNED BY: MRH
CHECKED BY:
APPROVED BY: MRA
JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: 1"=20'
SHEET NO: C 07

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SANITARY SEWER LINE B
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



0 20 40 60

NOTES:

1. ALL SANITARY SEWER SERVICE LINES SHALL BE 4" PVC @ 2% FROM THE MAIN UNLESS OTHERWISE NOTED.

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

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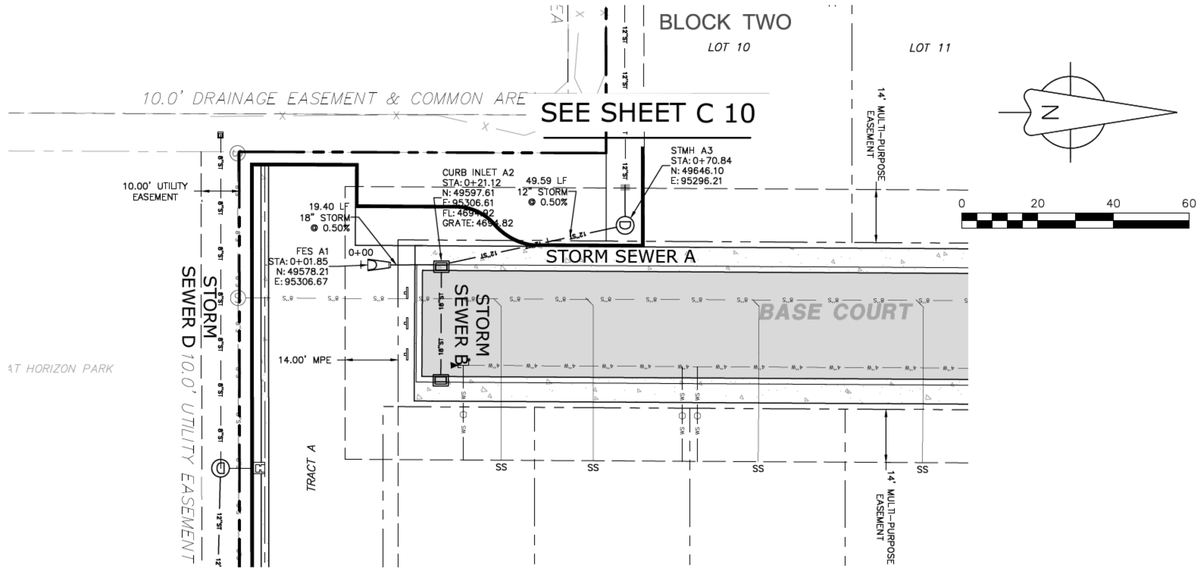
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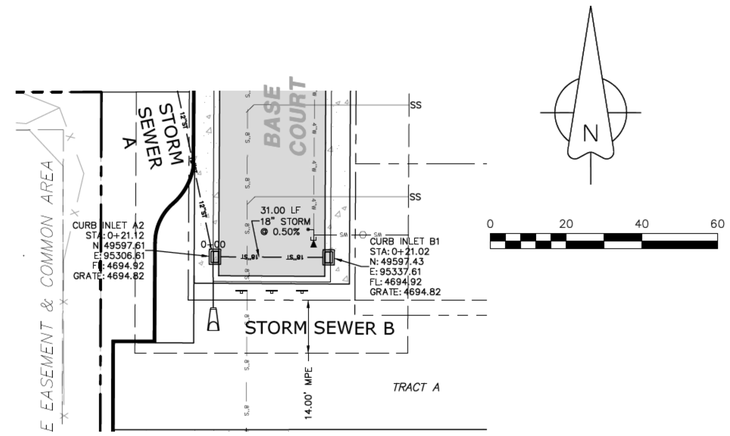
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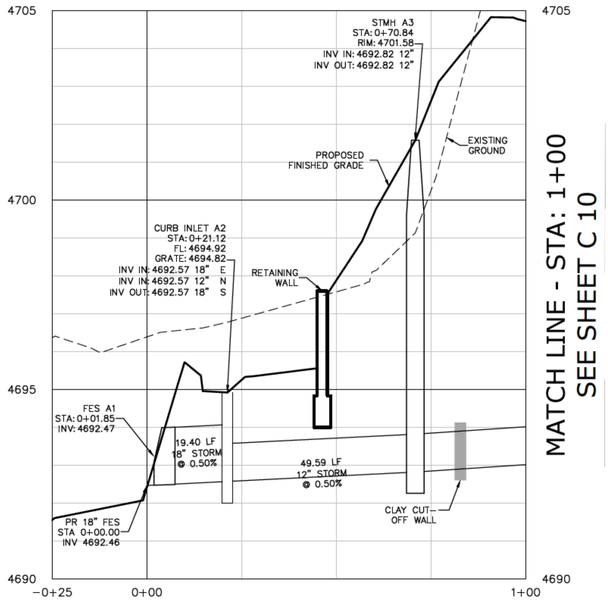
Court on G Road
description
SANITARY SEWER LINE B
2711 G ROAD
prepared for
Anatum LLC

DRAWN BY:	MRH
DESIGNED BY:	MRH
CHECKED BY:	
APPROVED BY:	MRA
JOB NUMBER:	1329.0002
DATE:	09-18-19
SCALE:	1"=20'
SHEET NO:	C 08

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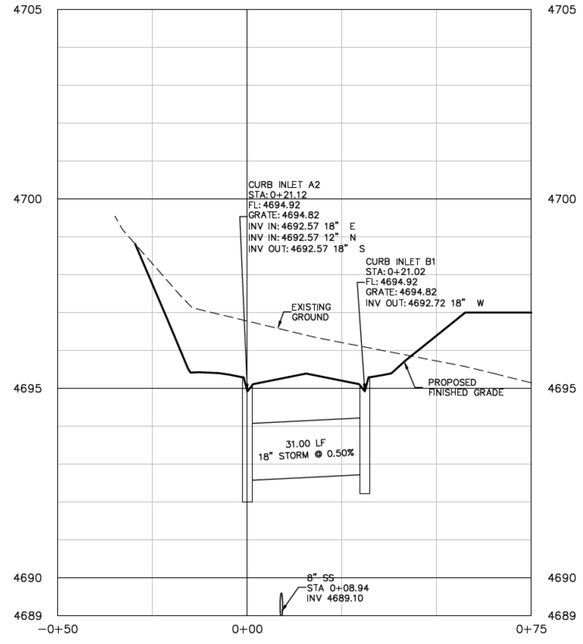






MATCH LINE - STA: 1+00
SEE SHEET C 10

STORM SEWER LINE A (1)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



STORM SEWER LINE B
HORIZONTAL: 1"=20', VERTICAL: 1"=2'

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

10/9/19

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REVISIONS

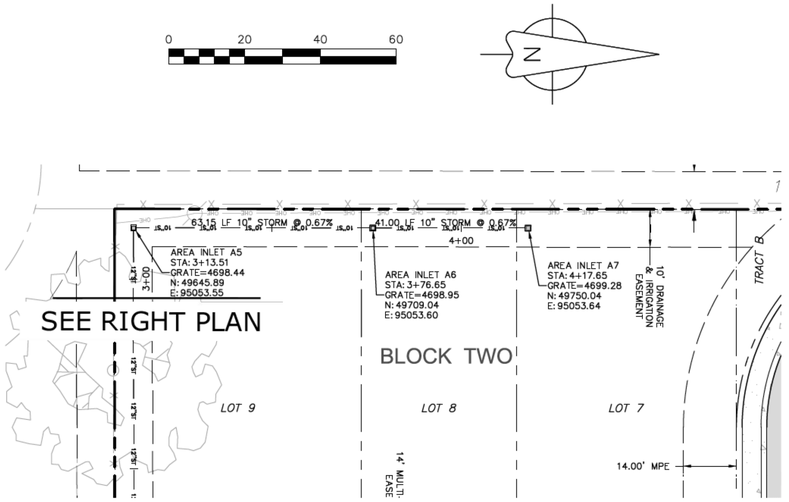
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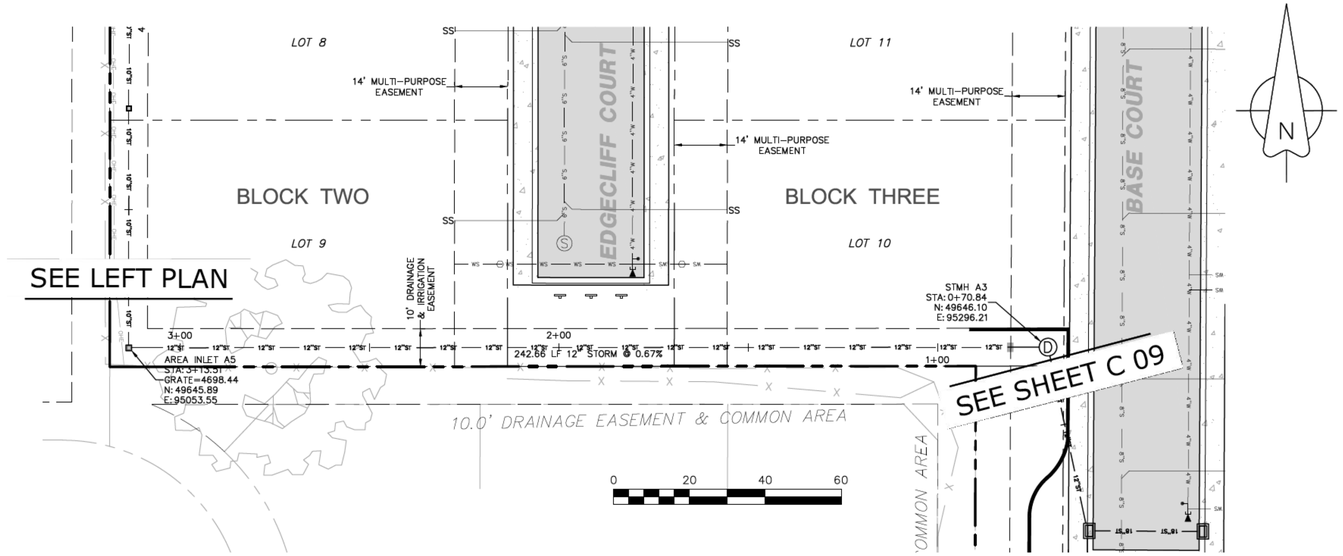
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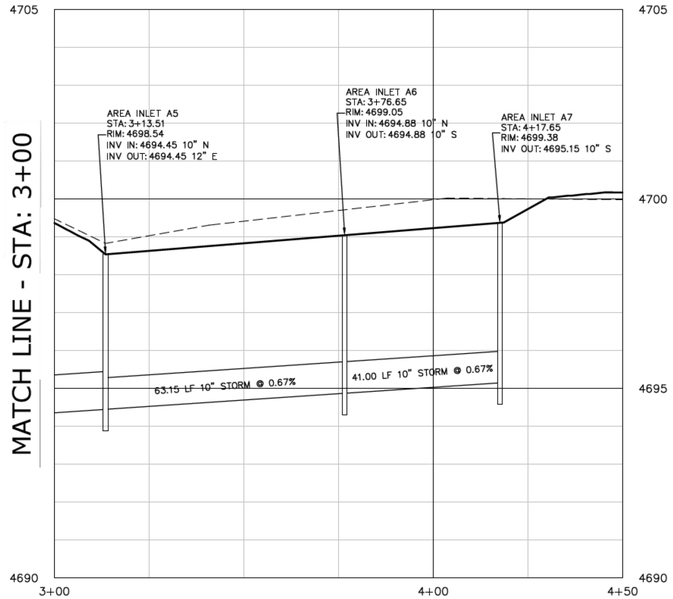
Court on G Road
STORM SEWER LINE A (0+00 TO 1+00) AND LINE B
2711 G ROAD
prepared for
Anatum LLC

DRAWN BY:	MRH
DESIGNED BY:	MRH
CHECKED BY:	
APPROVED BY:	MRA
JOB NUMBER:	1329.0002
DATE:	09-18-19
SCALE:	1"=20'
SHEET NO:	C 09

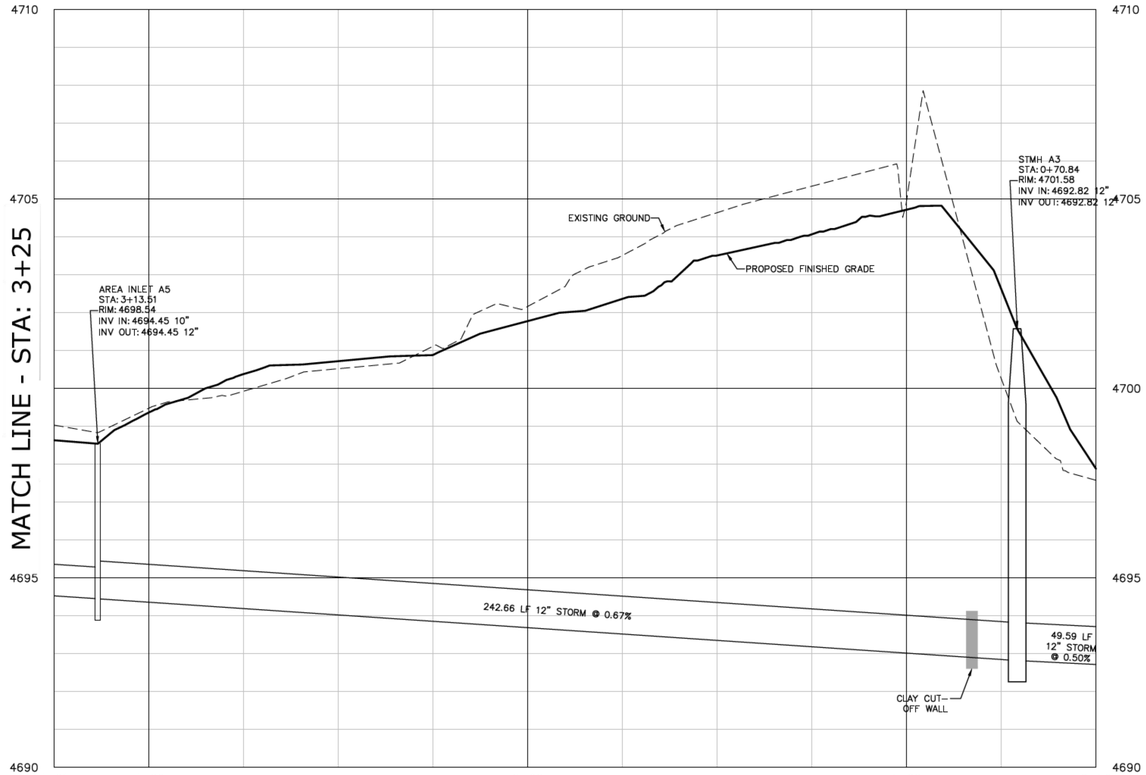
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STORM SEWER LINE A (3)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



STORM SEWER LINE A (2)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'

BENCHMARK

RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

10/9/19

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(970) 242-7540

Court on G Road

STORM SEWER LINE A 1+00 TO 4+50

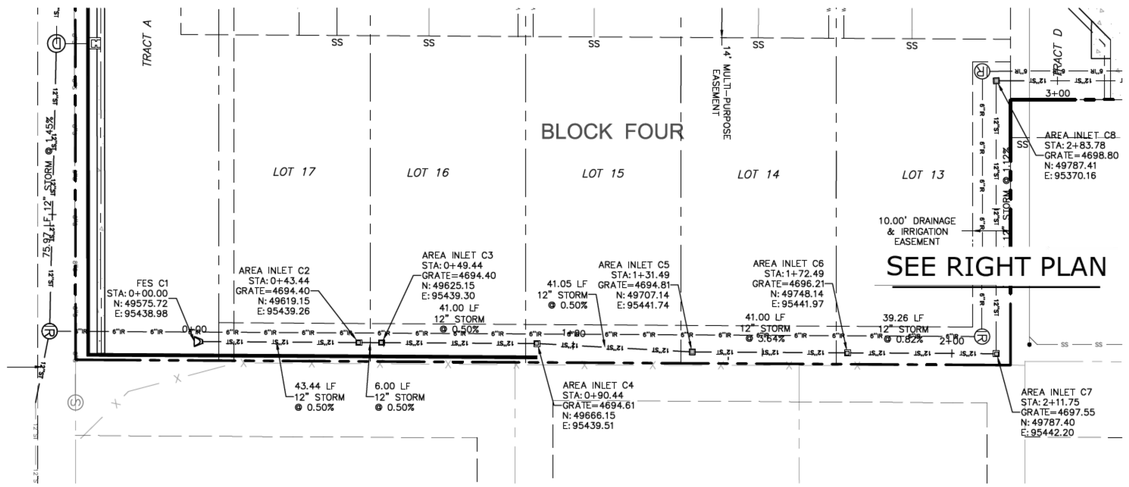
2711 G ROAD

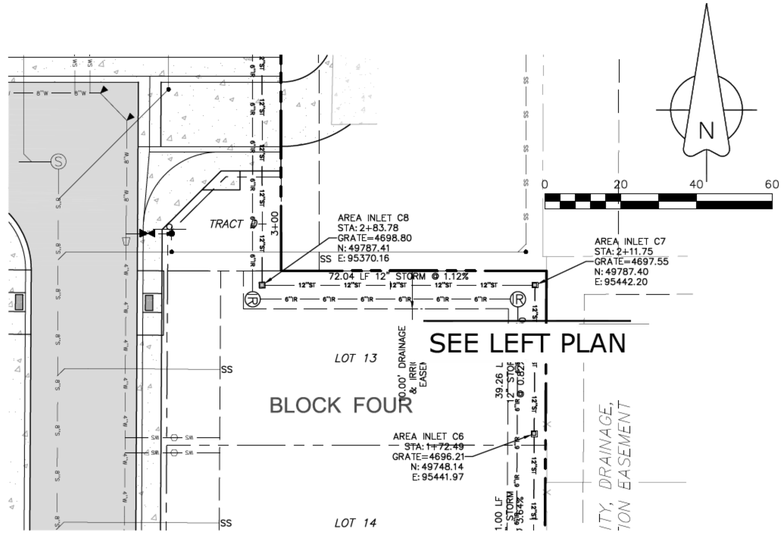
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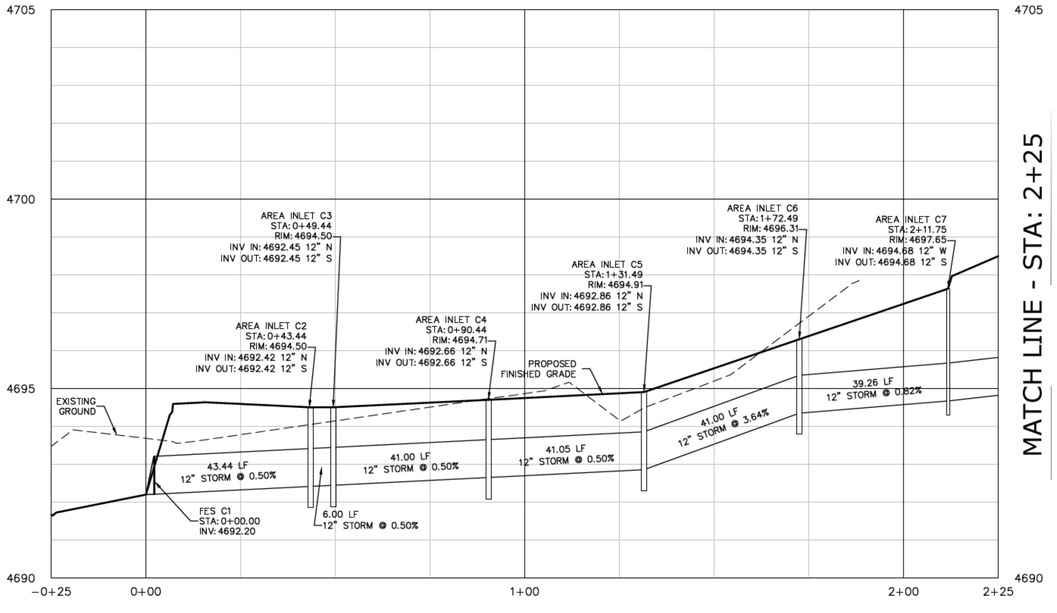
Anatum LLC

DRAWN BY:	MRH
DESIGNED BY:	MRH
CHECKED BY:	
APPROVED BY:	MRA
JOB NUMBER:	1329.0002
DATE:	09-18-19
SCALE:	1"=20'
SHEET NO:	C 10

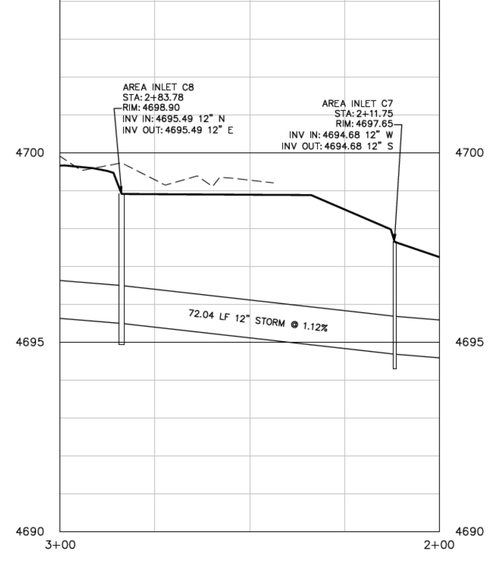
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STORM SEWER LINE C (1)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



STORM SEWER LINE C (2)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

UTILITIES AND AGENCIES

CITY OF GRAND JUNCTION SANITARY SEWER	MARK BARSLUND	201-1362
UTE WATER	JIM DAUGHERTY	242-7491
GRAND VALLEY WATER USERS	MARK HARRIS	242-5065
CITY OF GRAND JUNCTION PUBLIC WORKS	MARK BARSLUND	201-1362
XCEL ENERGY - GAS & ELECTRIC	BRENDA BOES	244-2681
CENTURY LINK	CHRIS JOHNSON	244-4333
CHARTER	JOHN VALDEZ	245-8750
5-2-1 DRAINAGE AUTHORITY REPRESENTATIVE	MARK BARSLUND	201-1362

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5	REVISED PER REVIEW COMMENTS DATED 10/10/19	10/14/19	MRH

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Court on G Road

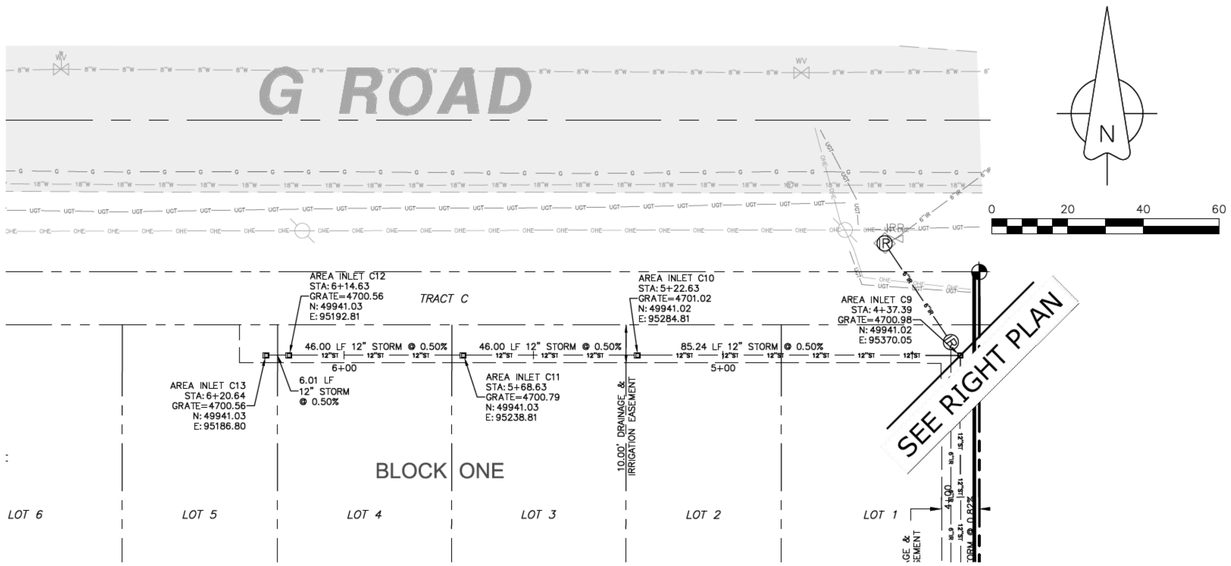
STORM SEWER LINE C
0+00 TO 3+00
2711 G ROAD

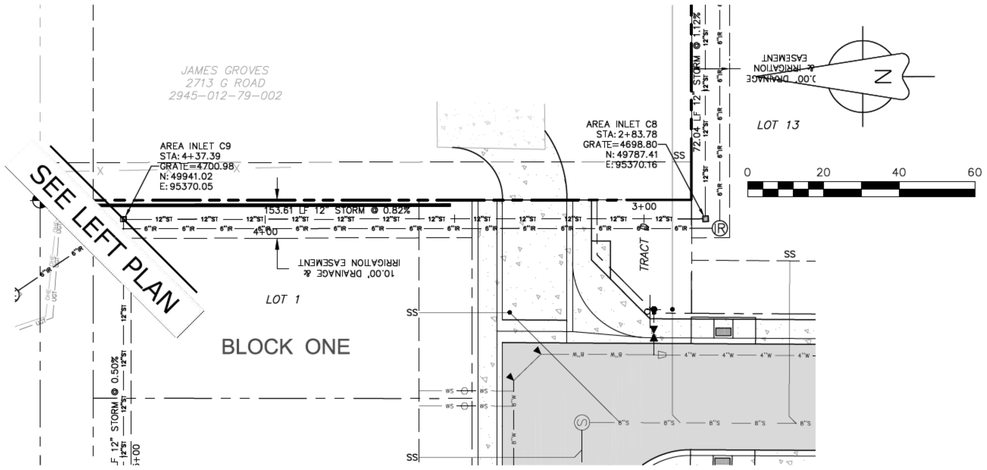
prepared for
Anatum LLC

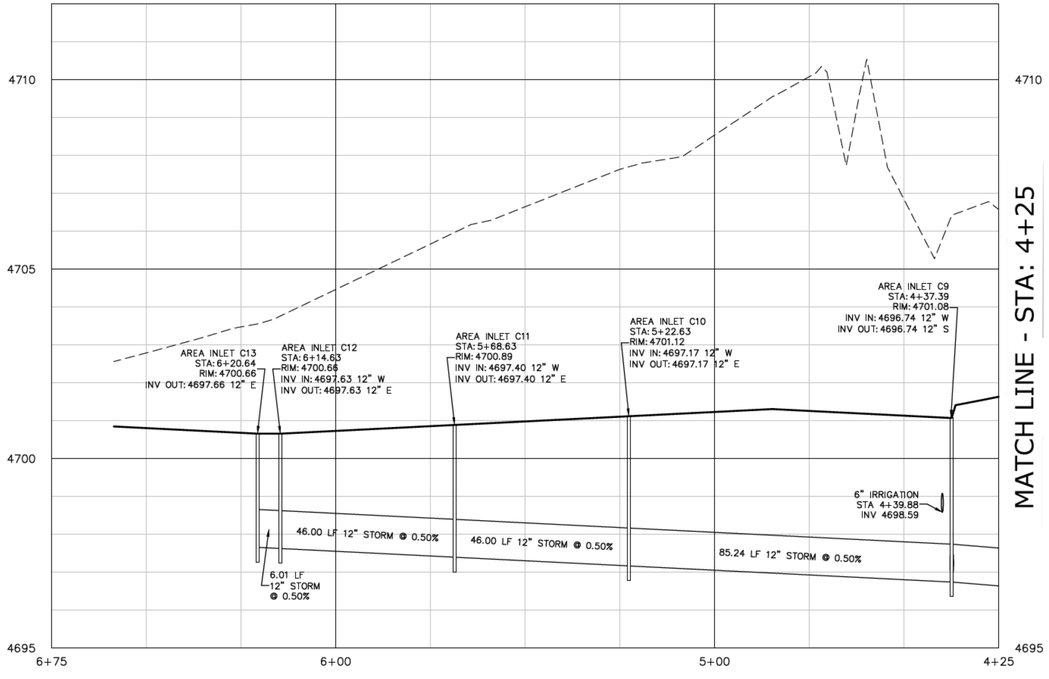
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JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: 1"=20'
SHEET NO: C 11

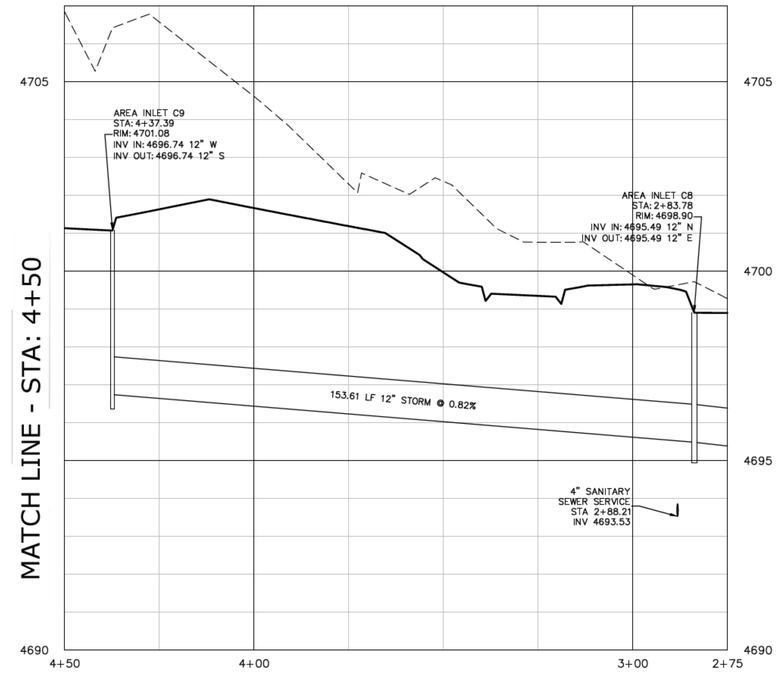
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STORM SEWER LINE C (4)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



STORM SEWER LINE C (3)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

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5-2-1 DRAINAGE AUTHORITY REPRESENTATIVE	MARK BARSLUND	201-1362

ACCEPTANCE BLOCK

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CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER DATE

Know what's below. Call before you dig. 811

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4	REVISED PER REVIEW COMMENTS DATED 10/7/19	10/8/19	MRH
5	REVISED PER REVIEW COMMENTS DATED 10/10/19	10/14/19	MRH

REVISIONS

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Land Planning ▪ Civil Engineering ▪ Development Services
123 North 7th Street, Suite 300 ▪ Grand Junction, Colorado 81501
(970) 242-7540

Court on G Road

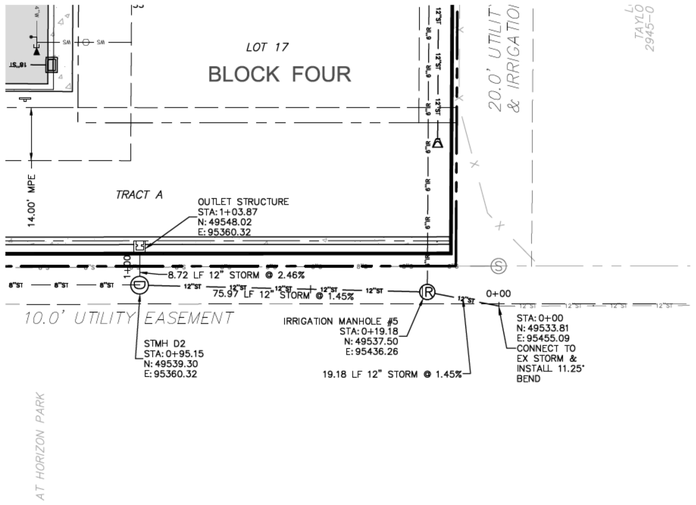
STORM SEWER LINE C
2+75 TO 6+25
2711 G ROAD

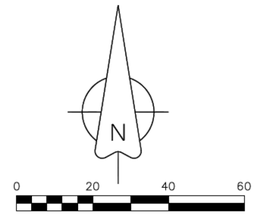
prepared for
Anatum LLC

DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:
MRH	MRH		MRA

JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: 1"=20'
SHEET NO: C 12

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STORM SEWER LINE B (1)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

UTILITIES AND AGENCIES

CITY OF GRAND JUNCTION SANITARY SEWER	MARK BARSLUND	201-1362
UTE WATER	JIM DAUGHERTY	242-7491
GRAND VALLEY WATER USERS	MARK HARRIS	242-5065
CITY OF GRAND JUNCTION PUBLIC WORKS	MARK BARSLUND	201-1362
XCEL ENERGY - GAS & ELECTRIC	BRENDA BOES	244-2681
CENTURY LINK	CHRIS JOHNSON	244-4333
CHARTER	JOHN VALDEZ	245-8750
5-2-1 DRAINAGE AUTHORITY REPRESENTATIVE	MARK BARSLUND	201-1362

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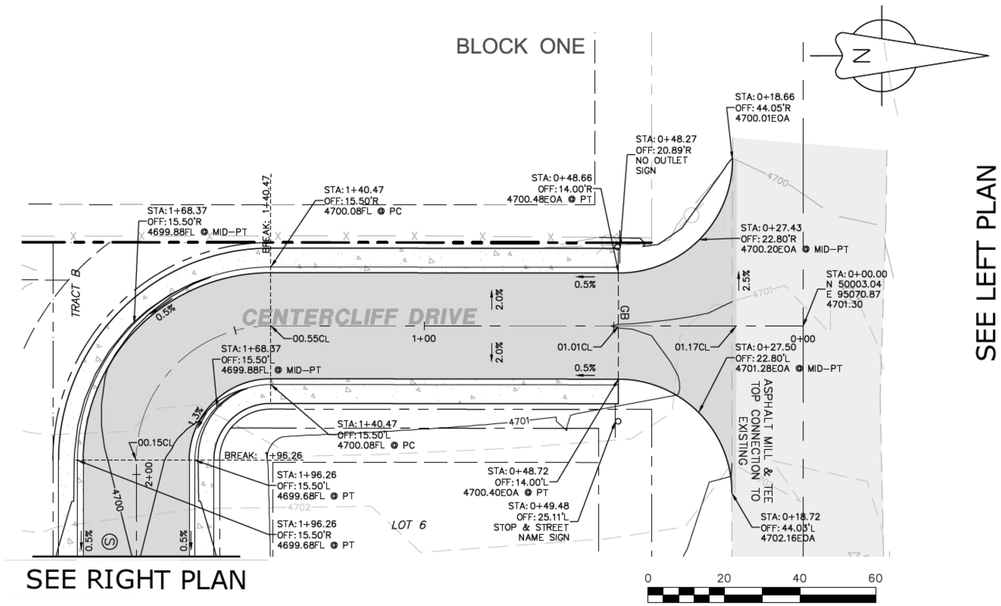
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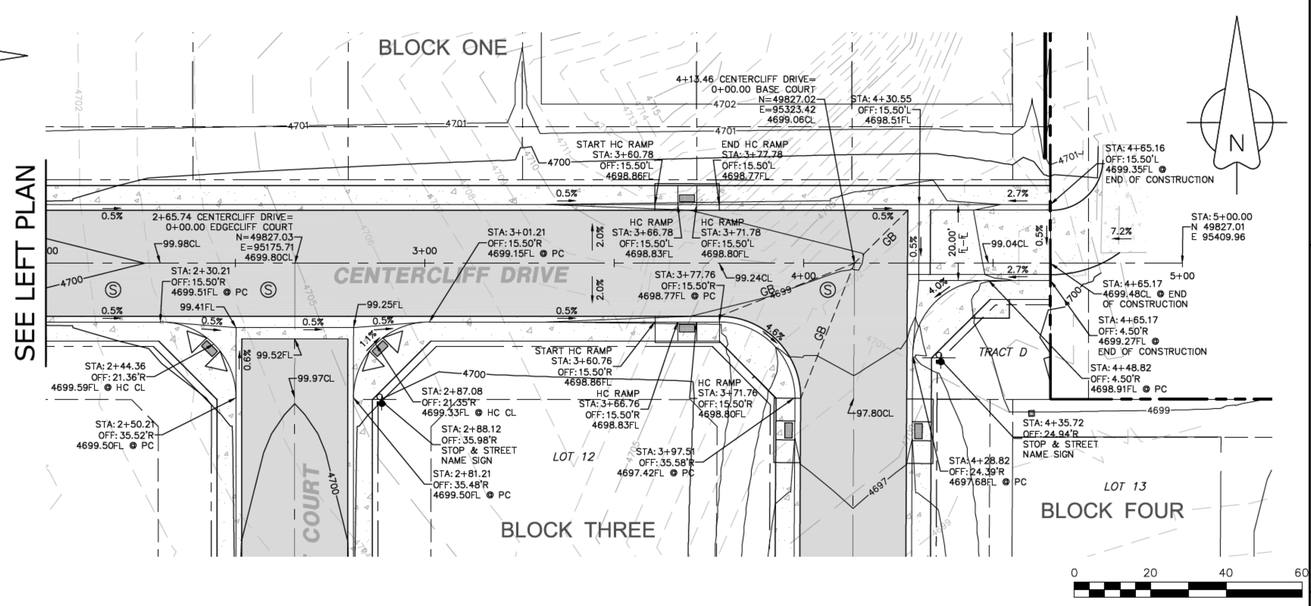
Court on G Road
description
STORM SEWER LINE D
2711 G ROAD
prepared for
Anatum LLC

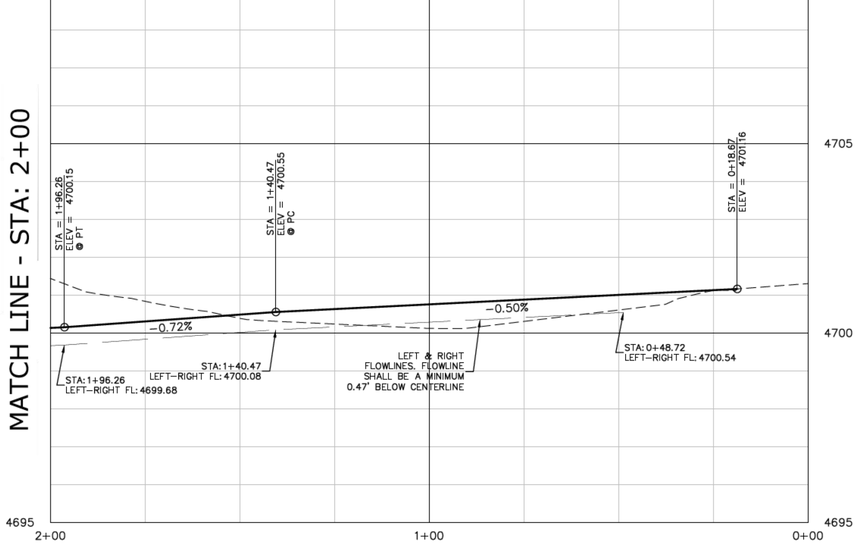
DRAWN BY: MRH
DESIGNED BY: MRH
CHECKED BY:
APPROVED BY: MRA

JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: 1"=20'
SHEET NO: C 13

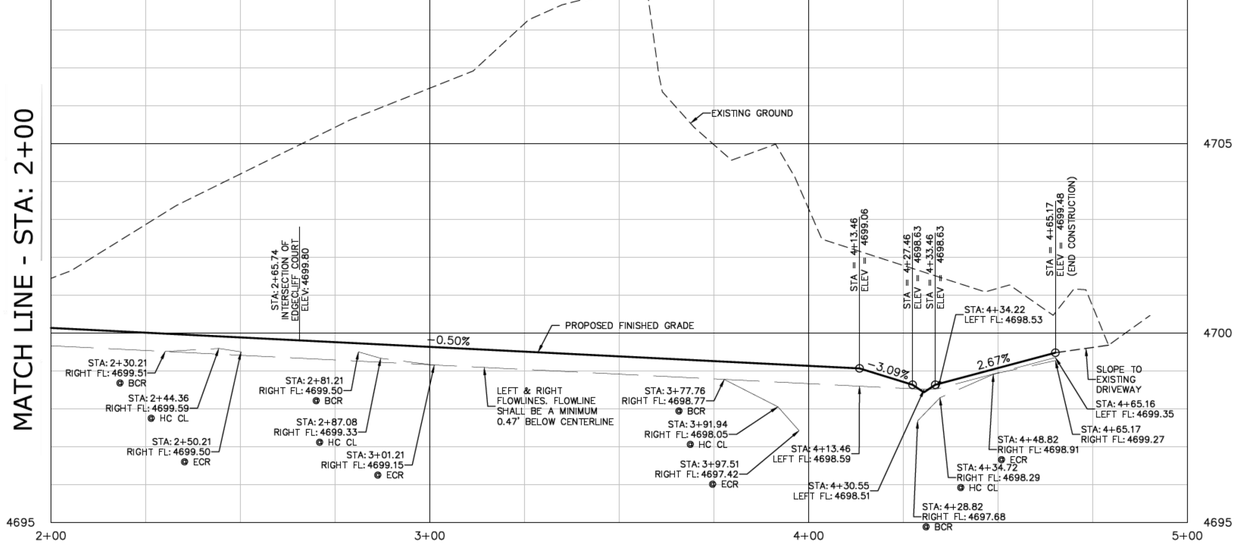
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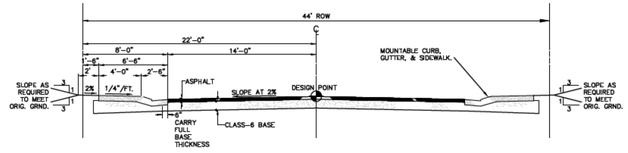




CENTERCLIFF DRIVE (1)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



CENTERCLIFF DRIVE (2)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



URBAN RESIDENTIAL STREET

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

ACCEPTANCE BLOCK

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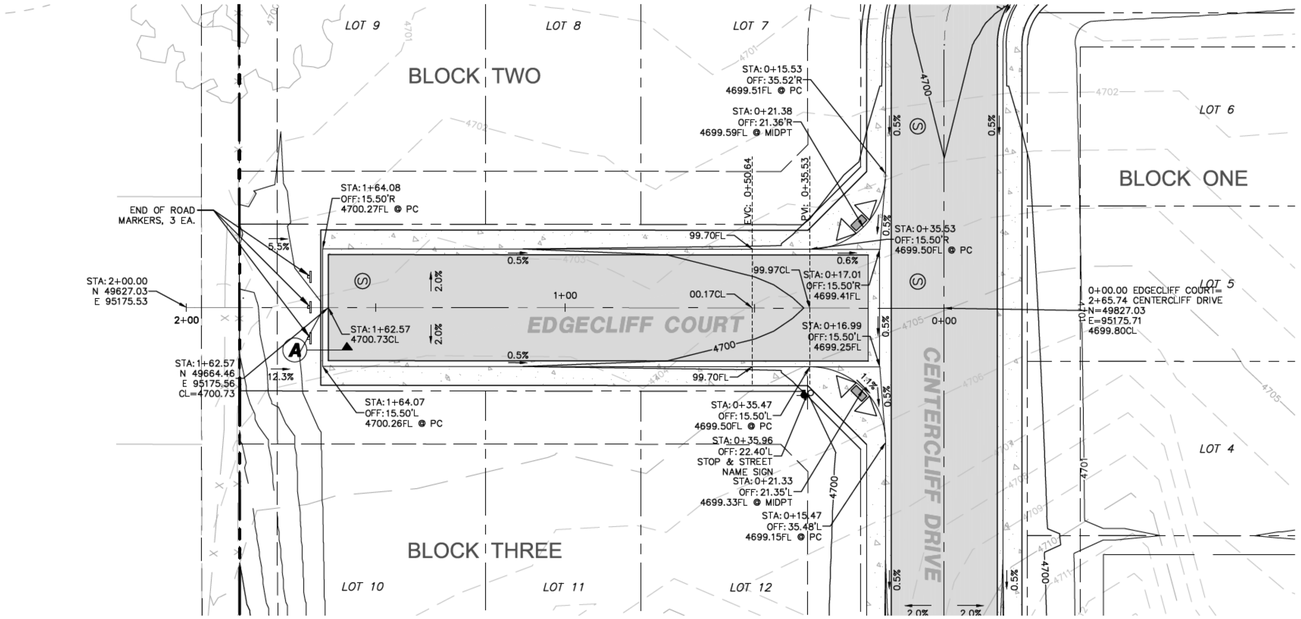
Court on G Road
CENTERCLIFF DRIVE PLAN & PROFILE
2711 G ROAD

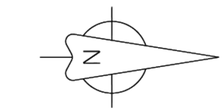
prepared for
Anatum LLC

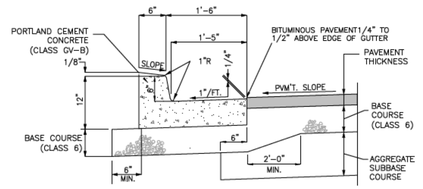
DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:
MRH	MRH		MRA

JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: 1"=20'
SHEET NO: C 14

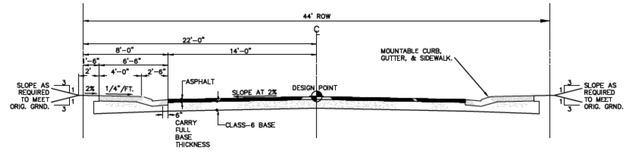
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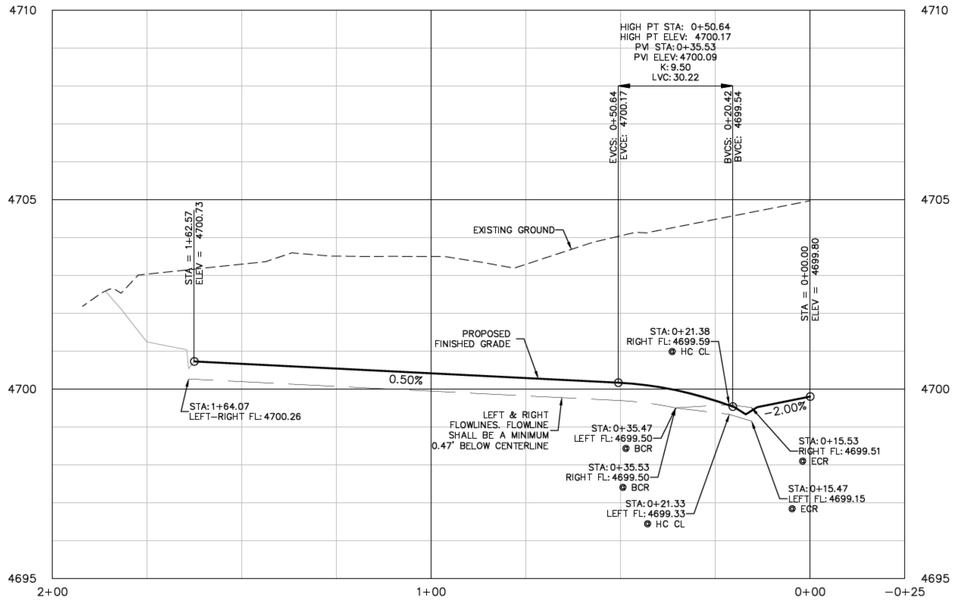




A STANDARD 2' CURB AND GUTTER
NOT TO SCALE



URBAN RESIDENTIAL STREET



EDGECLIFF COURT
HORIZONTAL: 1"=20', VERTICAL: 1"=2'

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

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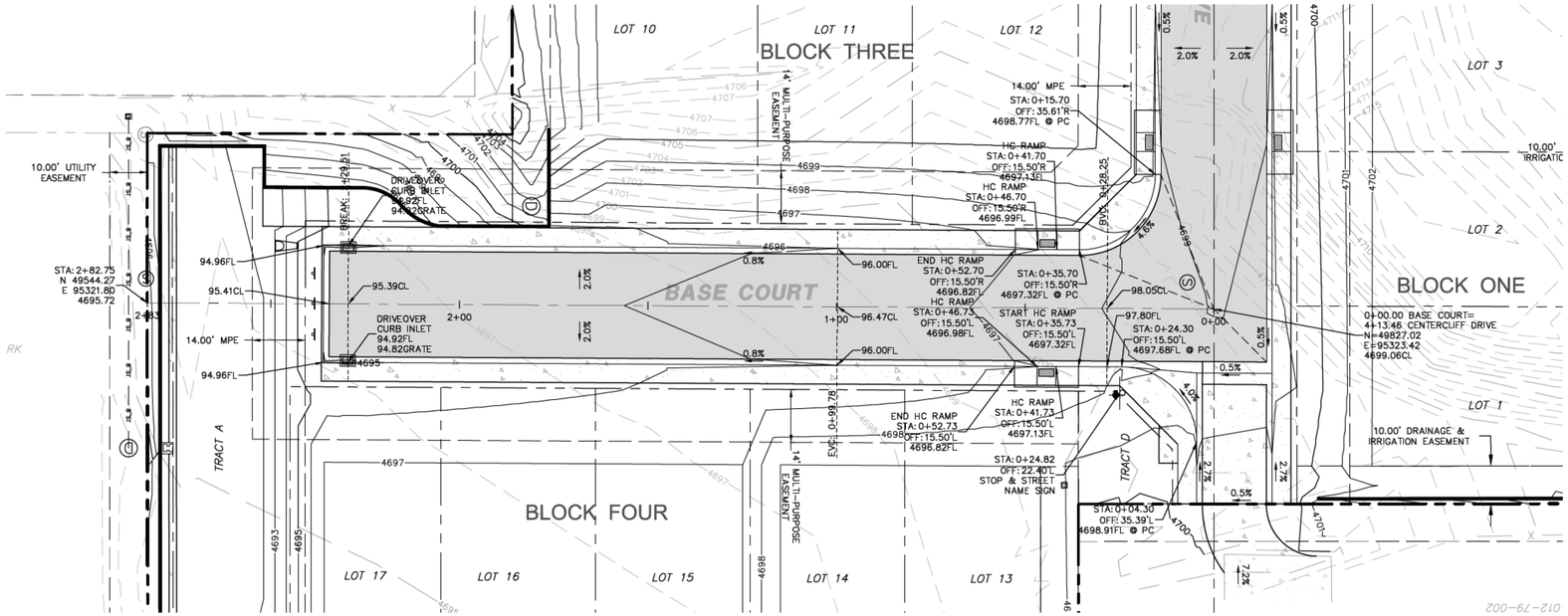
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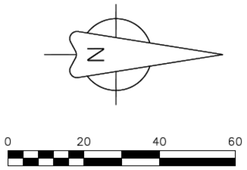
description: Court on G Road
EDGECLIFF COURT PLAN & PROFILE
2711 G ROAD
prepared for: Anatum LLC

DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:
MRH	MRH		MRA

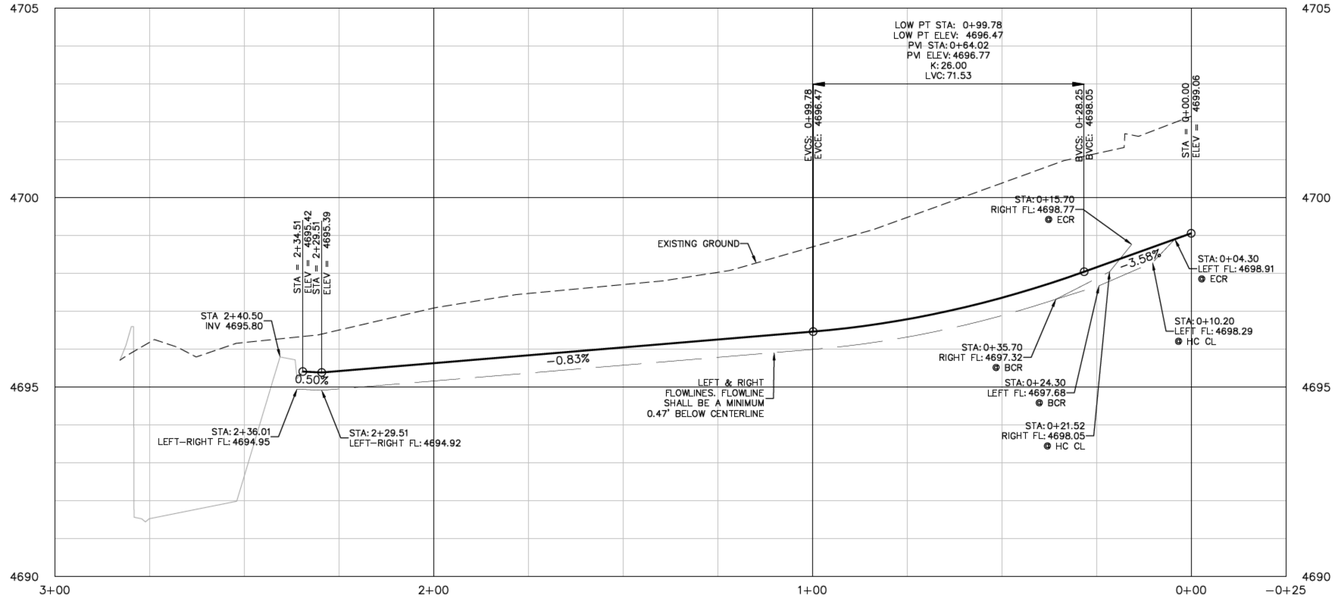
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DATE: 09–18–19
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SHEET NO: C 15

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URBAN RESIDENTIAL STREET



BASE COURT
HORIZONTAL: 1"=20', VERTICAL: 1"=2'

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

10/9/19

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Court on G Road
description

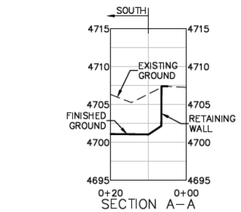
BASE COURT PLAN & PROFILE
2711 G ROAD

prepared for
Anatum LLC

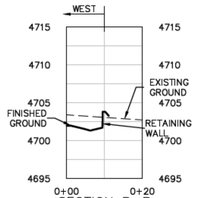
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SHEET NO: C 16

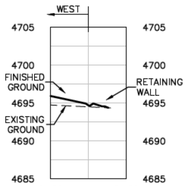
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SECTION A–A
HORIZONTAL: 1"=20', VERTICAL: 1"=10'

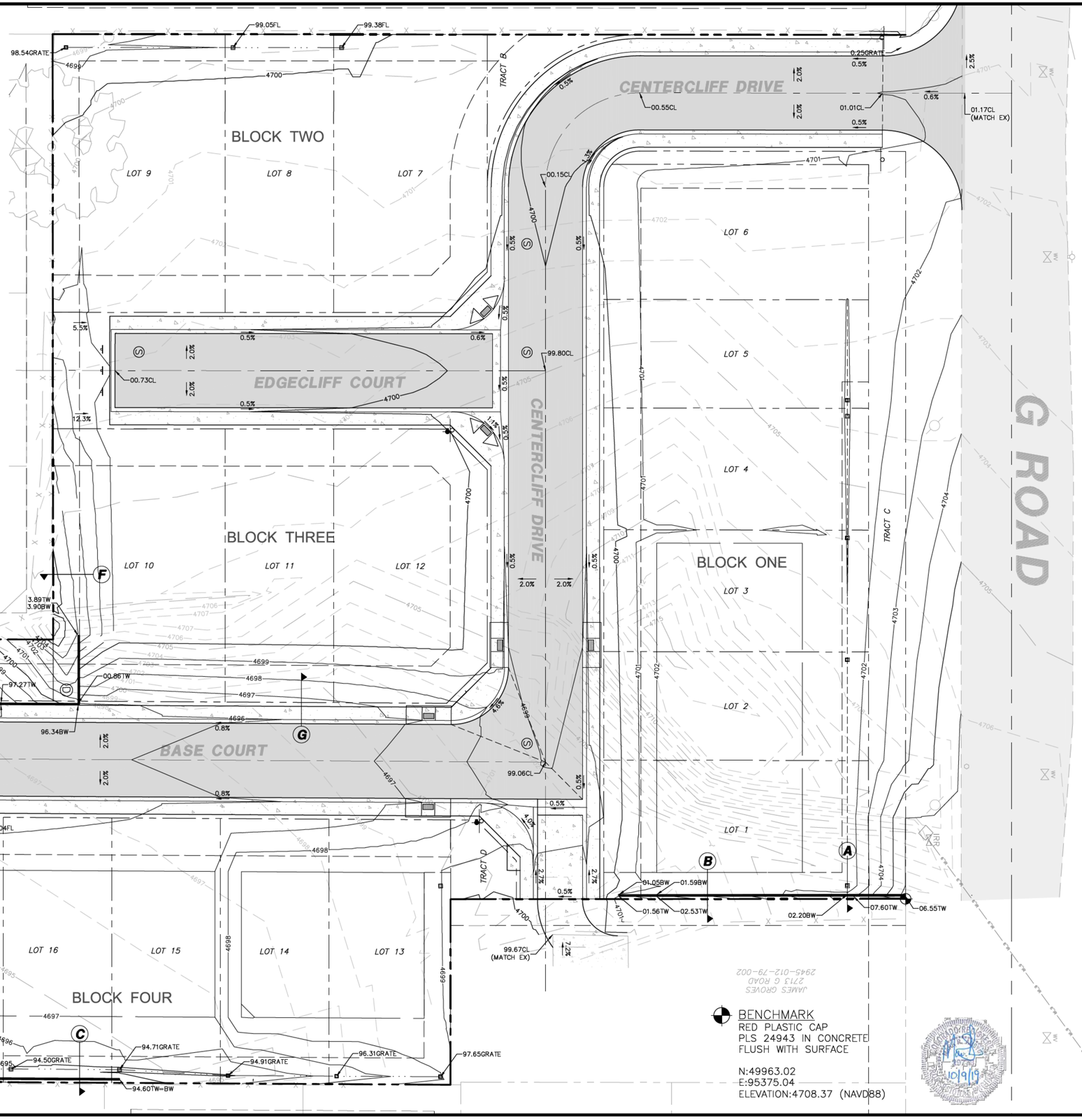


SECTION B–B
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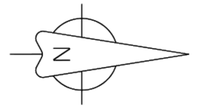
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HORIZONTAL: 1"=20', VERTICAL: 1"=10'

SEE SHEET C 18 FOR POND GRADING



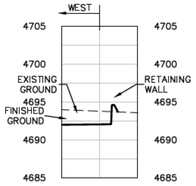
BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

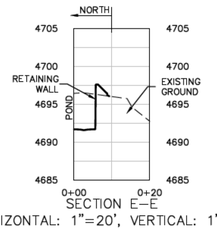


GENERAL NOTES

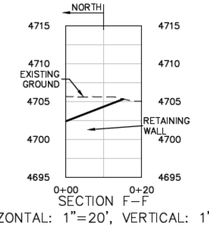
1. THIS DEVELOPMENT WAS DESIGNED ASSUMING 3–PLEX UNITS ON ALL LOTS EXCEPT LOTS 16 AND 17. LOTS 16 AND 17 ARE DESIGNED FOR DUPLEX TYPE DEVELOPMENT.
2. ENGINEERED LOT SPECIFIC GRADING AND DRAINAGE PLANS, APPROVED BY THE CITY OF GRAND JUNCTION, WILL BE REQUIRED FOR ALL LOTS WITHIN THE DEVELOPMENT.
3. PROVIDE SHOP DRAWING FOR RETAINING WALL PRODUCT & PROFILES FOR APPROVAL BY THE ENGINEER.



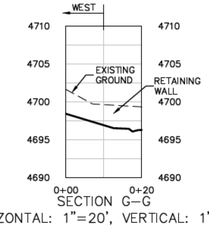
SECTION D–D
HORIZONTAL: 1"=20', VERTICAL: 1"=10'



SECTION E–E
HORIZONTAL: 1"=20', VERTICAL: 1"=10'



SECTION F–F
HORIZONTAL: 1"=20', VERTICAL: 1"=10'



SECTION G–G
HORIZONTAL: 1"=20', VERTICAL: 1"=10'

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REVISIONS

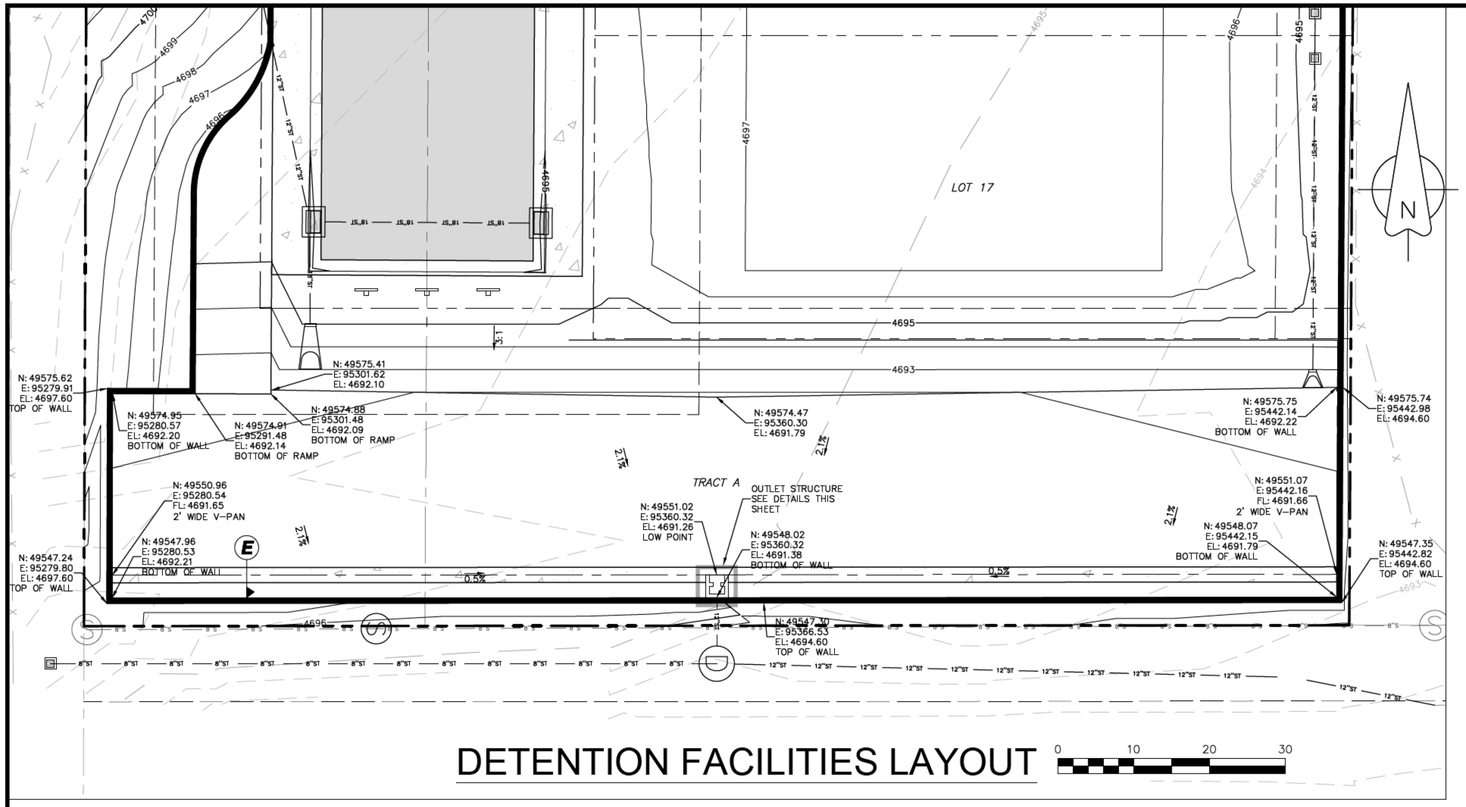
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Land Planning ▪ Civil Engineering ▪ Development Services
129 North 7th Street, Suite 300 ▪ Grand Junction, Colorado 81501
(970) 242-7540

Court on G Road
description
GRADING & DRAINAGE PLAN
2711 G ROAD
prepared for
Anatum LLC

DRAWN BY: MRH
DESIGNED BY: MRH
CHECKED BY:
APPROVED BY: MRA

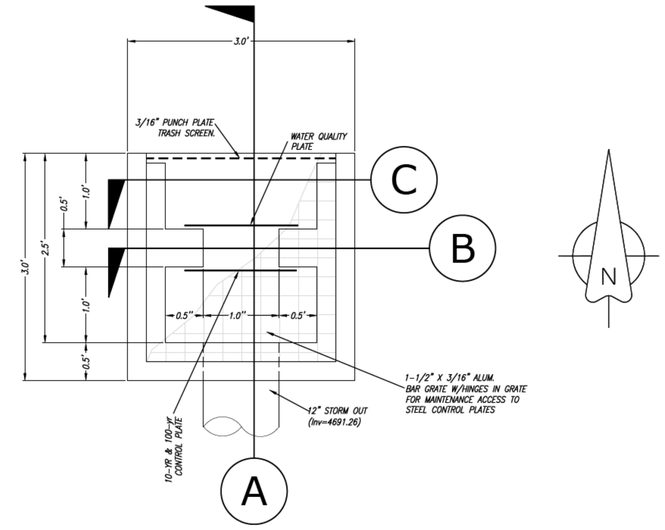
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DATE: 09–18–19
SCALE: 1"=20'
SHEET NO: C 17

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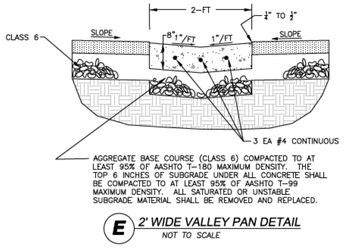


DETENTION FACILITIES LAYOUT

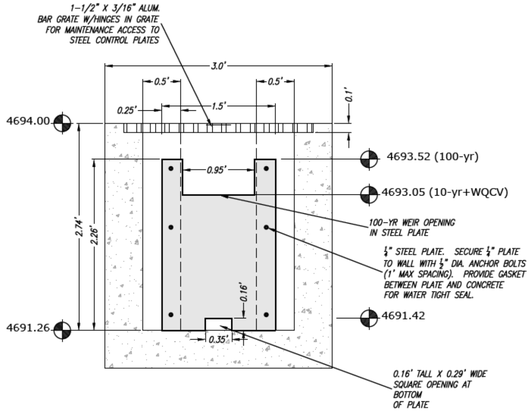
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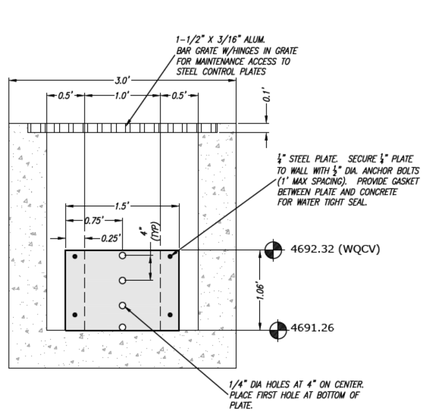
OUTLET STRUCTURE PLAN VIEW



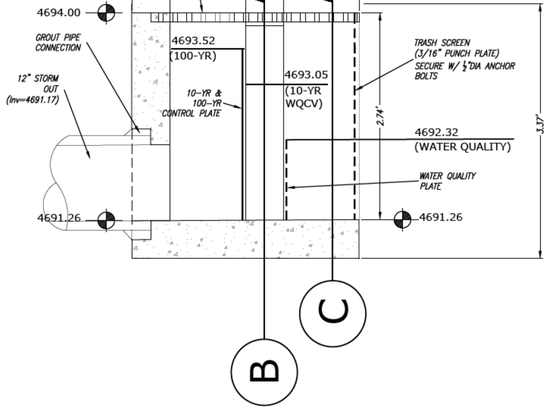
E 2' WIDE VALLEY PAN DETAIL
NOT TO SCALE



SECTION B
10YR & 100-YR CONTROL PLATE



SECTION C
WATER QUALITY PLATE



SECTION A

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

ACCEPTANCE BLOCK
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CITY DEVELOPMENT ENGINEER DATE

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5	REVISED PER REVIEW COMMENTS DATED 10/10/19	10/14/19	MRH

REVISIONS

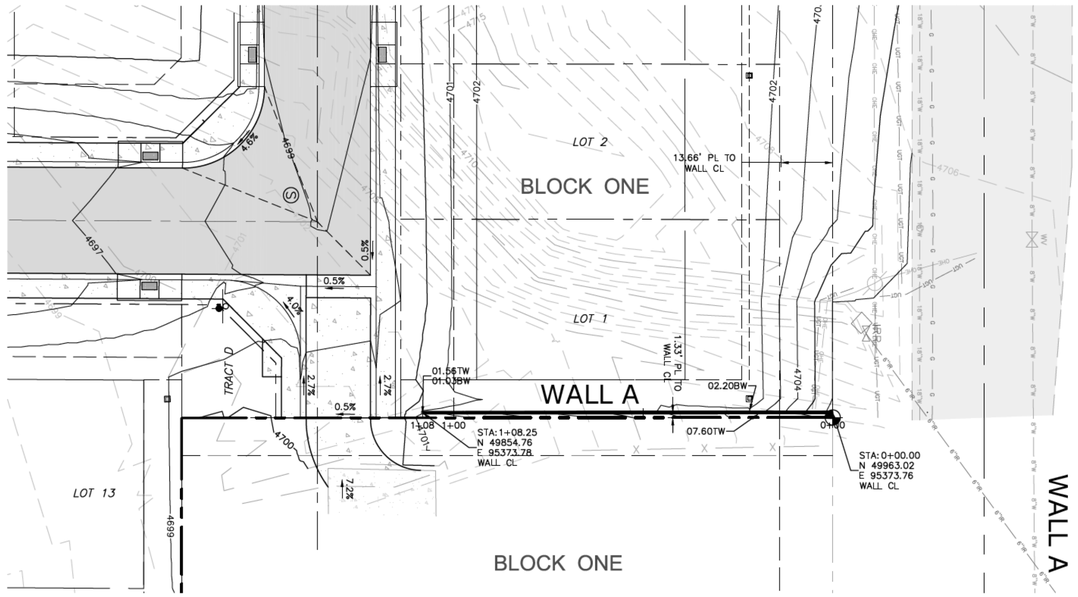
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(970) 242-7540

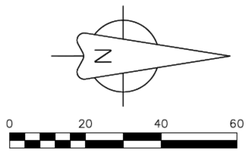
Court on G Road
DETENTION POND GRADING PLAN & DETAILS
2711 G ROAD
prepared for
Anatum LLC

DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:
MRH	MRH		MRA

JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: 1"=10'
SHEET NO: C 18

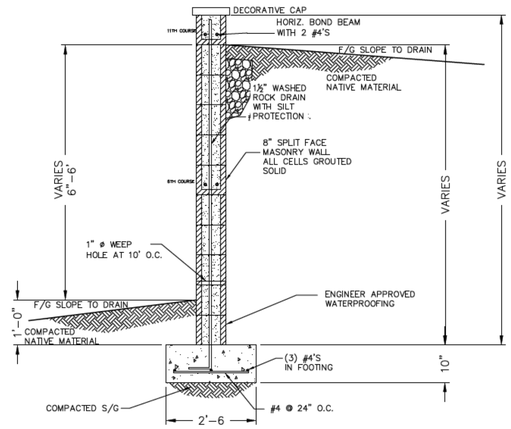
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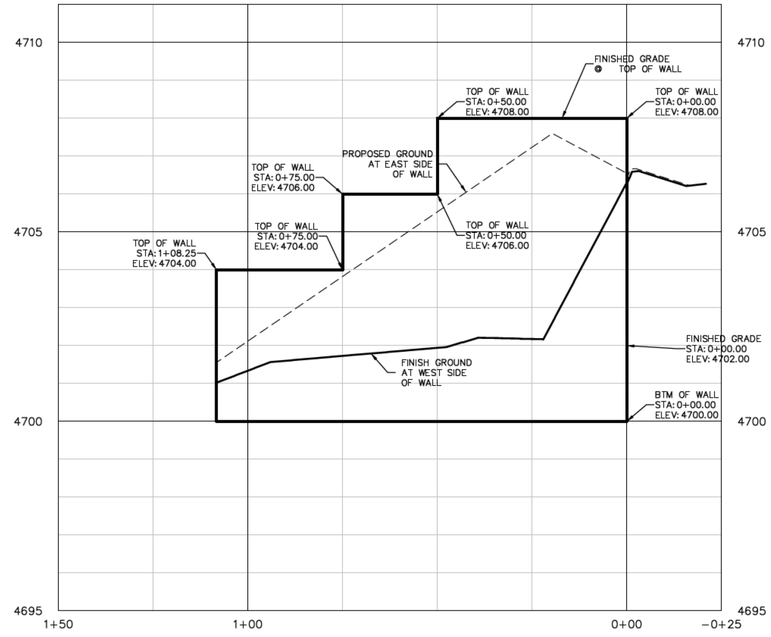


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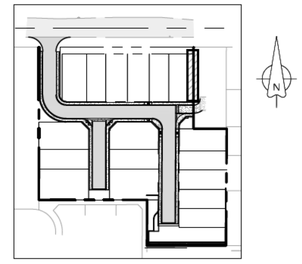
1. PROVIDE SHOP DRAWING FOR RETAINING WALL PRODUCT & PROFILES FOR APPROVAL BY THE ENGINEER.



RETAINING WALL DETAIL
NOT TO SCALE



WALL A
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



MAP KEY

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

10/9/19

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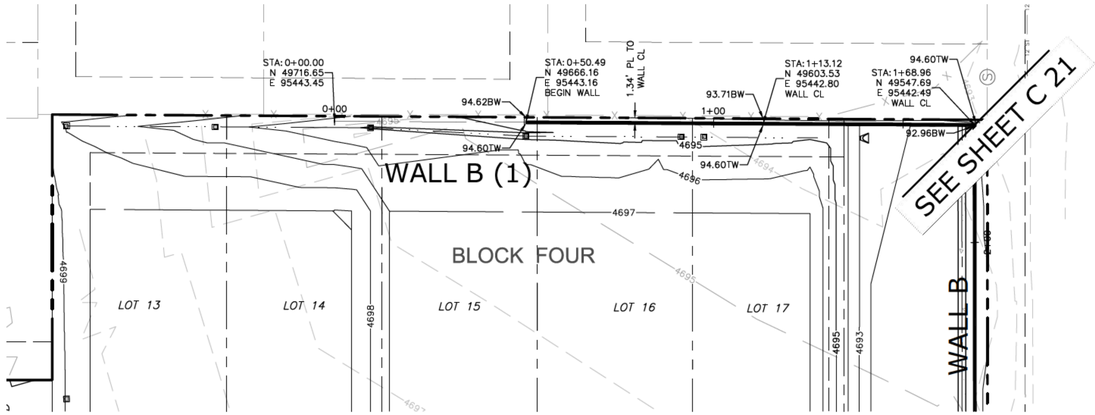
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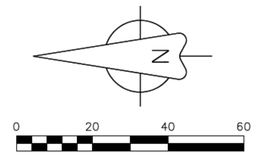
Court on G Road
description
WALL A PLAN & PROFILE
2711 G ROAD
prepared for
Anatum LLC

DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:
MRH	MRH		MRA

JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: 1"=20'
SHEET NO: C 19

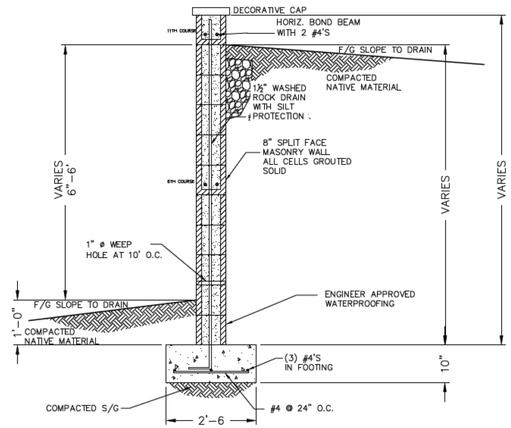
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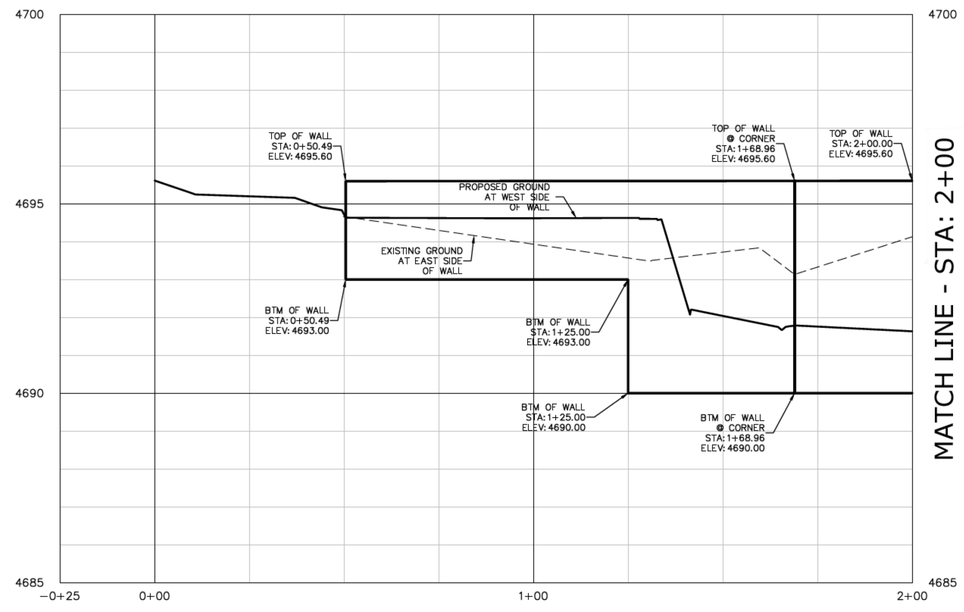


GENERAL NOTES

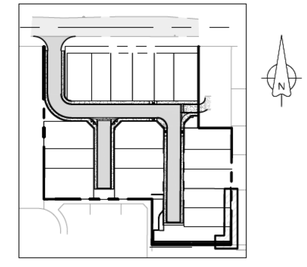
1. PROVIDE SHOP DRAWING FOR RETAINING WALL PRODUCT & PROFILES FOR APPROVAL BY THE ENGINEER.



RETAINING WALL DETAIL
NOT TO SCALE



WALL B (1)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



MAP KEY

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

10/9/19

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Court on G Road

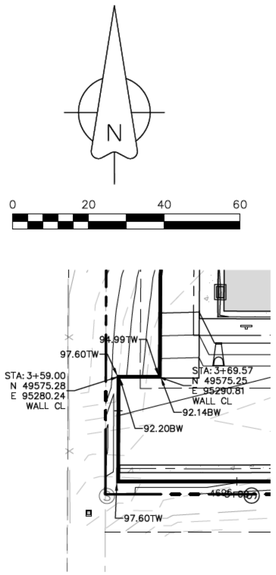
WALL B 0+00 TO 2+25
PLAN & PROFILE
2711 G ROAD

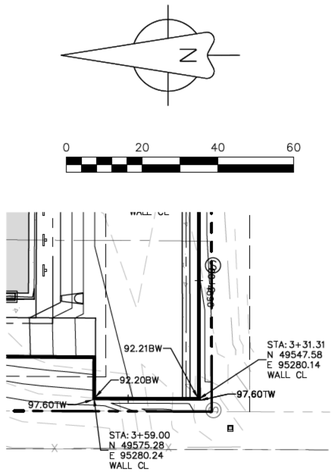
prepared for
Anatum LLC

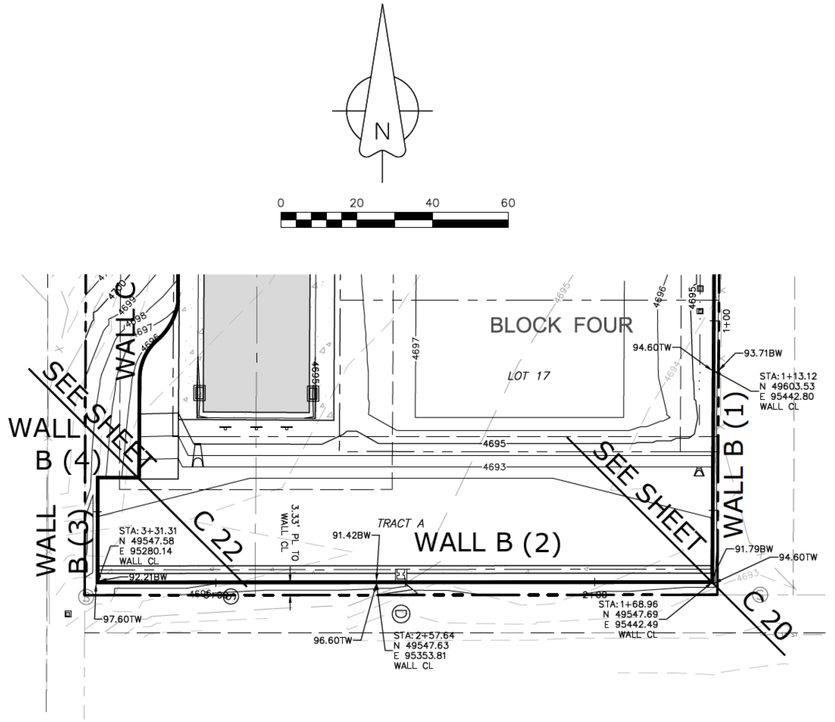
DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:
MRH	MRH		MRA

JOB NUMBER: 1329.0002
DATE: 09–18–19
SCALE: 1"=20'
SHEET NO: C 20

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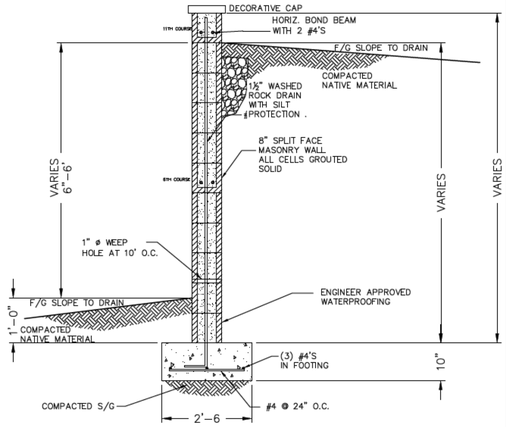




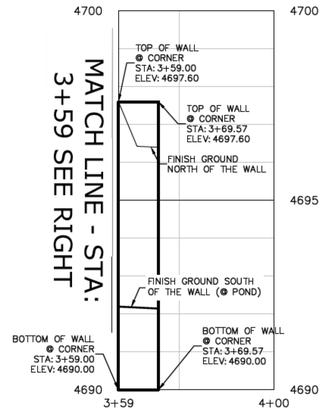


GENERAL NOTES

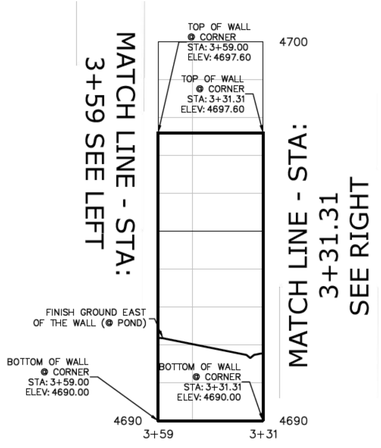
1. PROVIDE SHOP DRAWING FOR RETAINING WALL PRODUCT & PROFILES FOR APPROVAL BY THE ENGINEER.



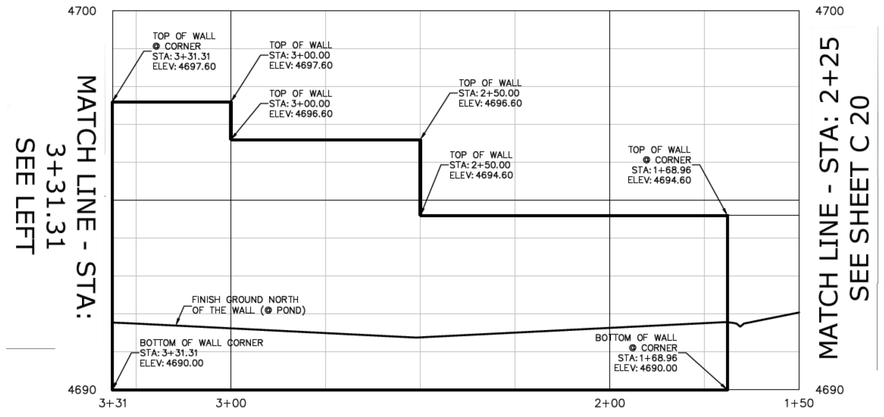
RETAINING WALL DETAIL
NOT TO SCALE



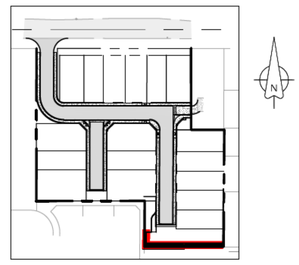
WALL B (4)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



WALL B (3)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



WALL B (2)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



MAP KEY

BENCHMARK
RED PLASTIC CAP
PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

N:49963.02
E:95375.04
ELEVATION:4708.37 (NAVD88)

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Court on G Road

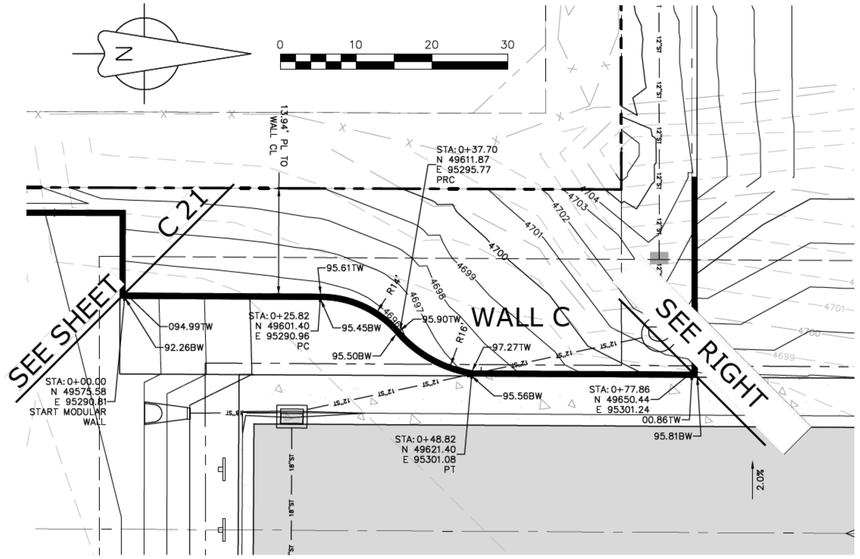
WALL B 2+25 TO 5+00
PLAN & PROFILE
2711 G ROAD

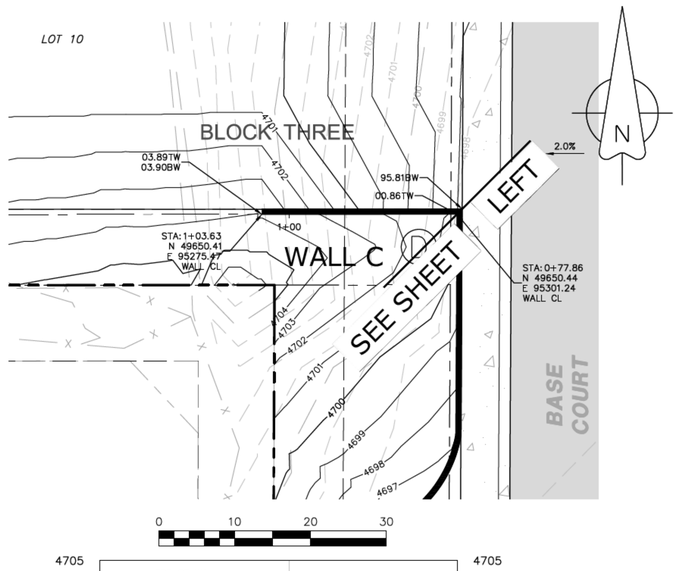
prepared for
Anatum LLC

DRAWN BY: MRH
DESIGNED BY: MRH
CHECKED BY:
APPROVED BY: MRA

JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: 1"=20'
SHEET NO: C 21

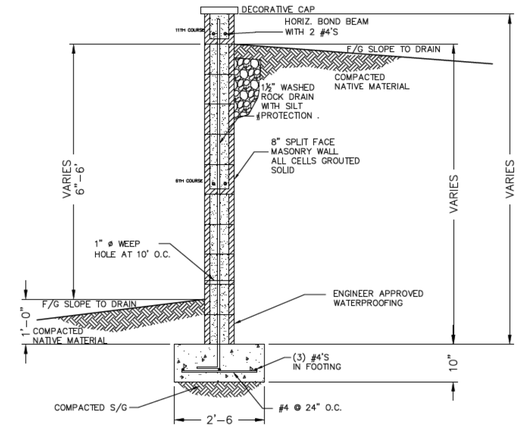
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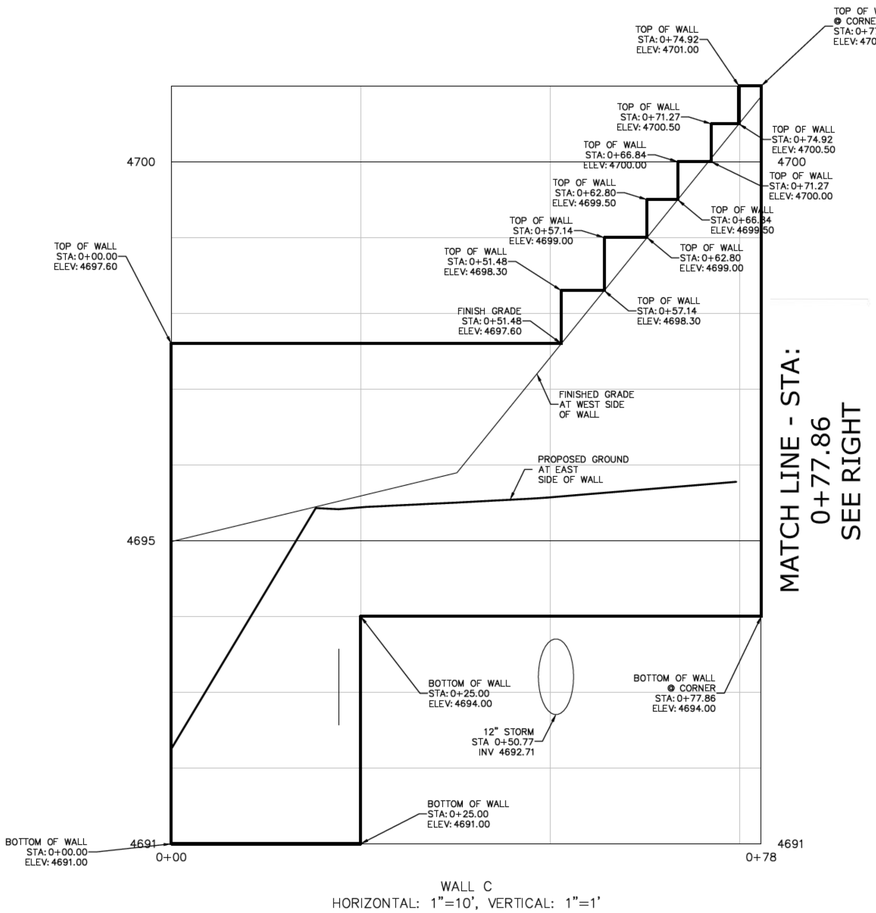


GENERAL NOTES

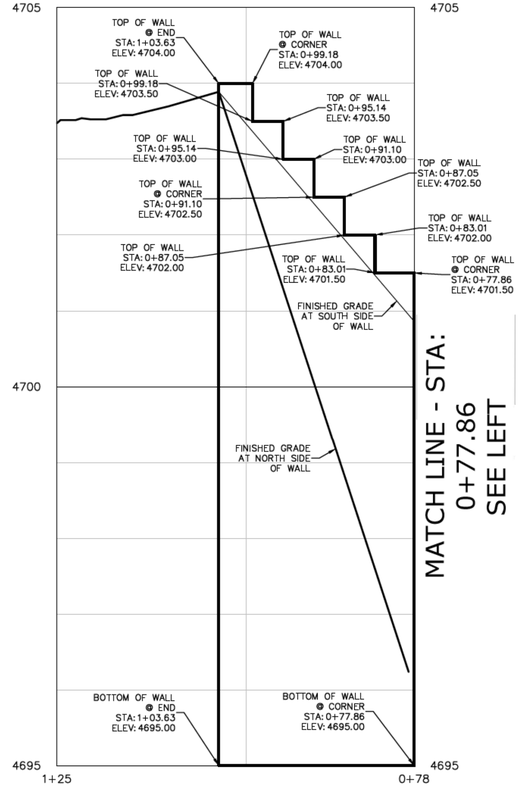
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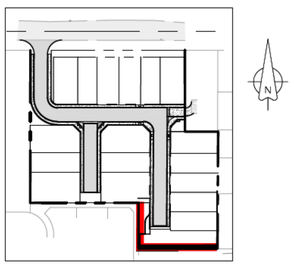
RETAINING WALL DETAIL
NOT TO SCALE



WALL C
HORIZONTAL: 1"=10', VERTICAL: 1"=1'



WALL C (1)
HORIZONTAL: 1"=20', VERTICAL: 1"=2'



MAP KEY

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PLS 24943 IN CONCRETE
FLUSH WITH SURFACE

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5	REVISED PER REVIEW COMMENTS DATED 10/10/19	10/14/19	MRH

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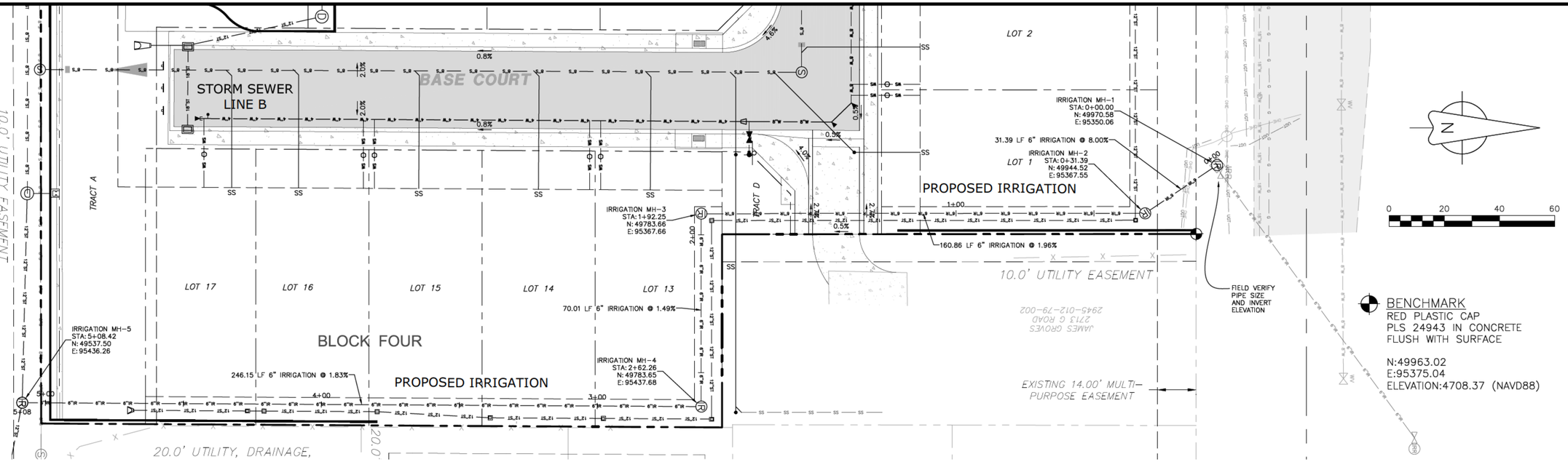
Court on G Road

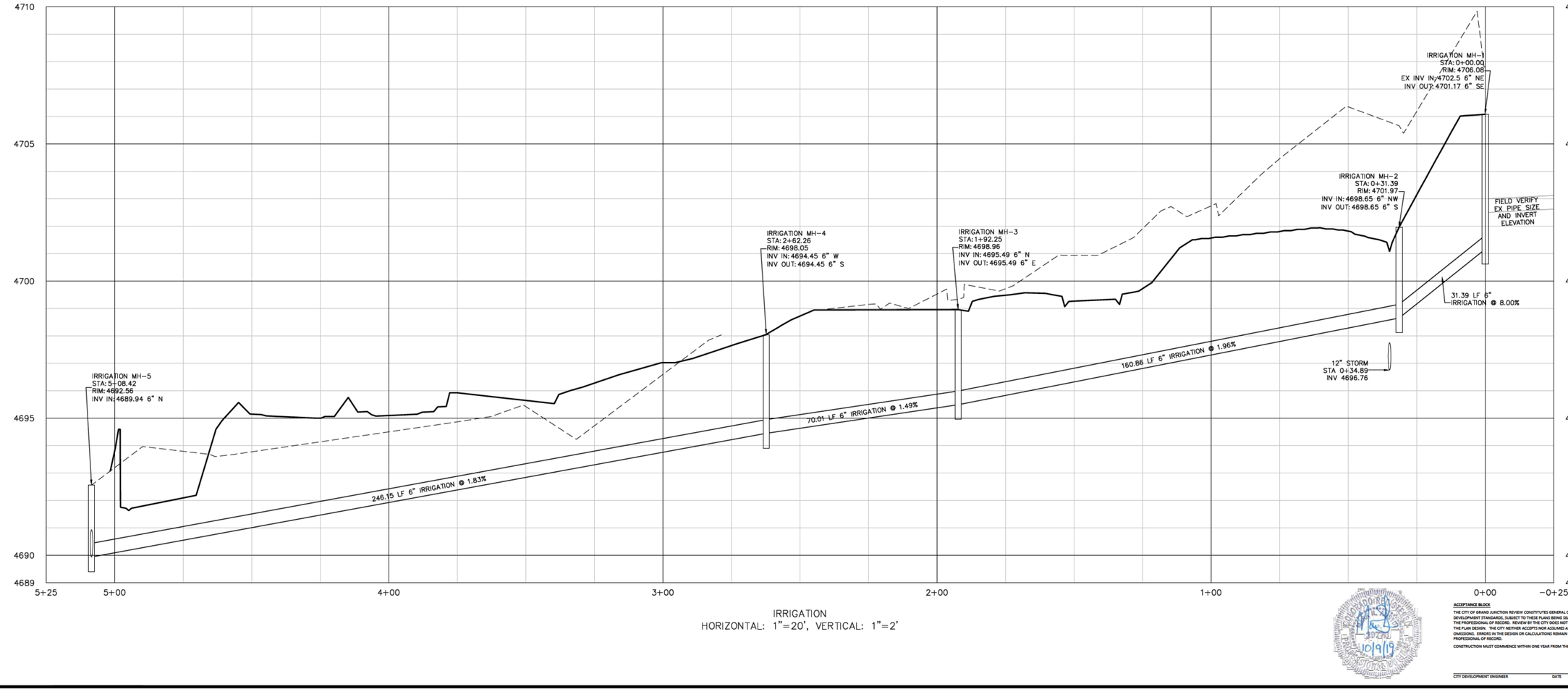
WALL C 0+00 TO 1+00
PLAN & PROFILE
2711 G ROAD

prepared for
Anatum LLC

DRAWN BY:	MRH
DESIGNED BY:	MRH
CHECKED BY:	
APPROVED BY:	MRA
JOB NUMBER:	1329.0002
DATE:	09–18–19
SCALE:	1"=10'
SHEET NO:	C 22

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IRRIGATION
HORIZONTAL: 1"=20', VERTICAL: 1"=2'

ACCEPTANCE BLOCK
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.
CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

10/9/19

CITY DEVELOPMENT ENGINEER DATE

Know what's below. Call before you dig. 811

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

NO	DESCRIPTION	DATE	BY
1	REVISED PER REVIEW COMMENTS DATED 6/6/19	6/10/19	MRH
2	REVISED PER REVIEW COMMENTS DATED 8/16/19	8/19/19	MRH
3	REVISED PER REVIEW COMMENTS DATED 9/13/19	9/17/19	MRH
4	REVISED PER REVIEW COMMENTS DATED 10/7/19	10/8/19	MRH
5	REVISED PER REVIEW COMMENTS DATED 10/10/19	10/14/19	MRH

REVISIONS

A · C · G
AUSTIN CIVIL GROUP, INC.
Land Planning ▪ Civil Engineering ▪ Development Services
129 North 7th Street, Suite 300 ▪ Grand Junction, Colorado 81501
(970) 242-7540

Court on G Road
description

IRRIGATION LINE PLAN & PROFILE
2711 G ROAD

prepared for
Anatum LLC

DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:
MRH	MRH		MRA

JOB NUMBER: 1329.0002
DATE: 09-18-19
SCALE: 1"=20'
SHEET NO: C 23

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GRAND JUNCTION PLANNING COMMISSION
December 10, 2019 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00pm by Vice Chair Bill Wade.

Those present were Planning Commissioners; Vice Chair Bill Wade, George Gatseos, Kathy Deppe, Keith Ehlers, Sam Susuras and Ken Scissors.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), Senta Costello (Associate Planner), and Jace Hochwalt (Associate Planner).

There were approximately 11 citizens in the audience.

CONSENT AGENDA

Commissioner Susuras moved to adopt Consent Agenda items #1-6. Commissioner Gatseos seconded the motion. Motion carried unanimously 6-0.

1. **Approval of Minutes**
   a. Minutes of the November 12, 2019 Regular Meeting.

2. **Rivertown Center – Vacation of Utility Easement File # VAC-2019-562**
   Consider a request by DRK Associates to vacate the south 4 feet of the 14-foot Multi-Purpose Easement along Dewey Place located on a property at 2566 Patterson Road.

3. **Court on G Road Subdivision – Vacation of Public Right-of-Way File #VAC-2019-646**
   Consider a request by Anatum, LLC to vacate the undeveloped Westcliff Drive Public Right-of-Way of 322.19 lineal feet as part of the development of the proposed Court on G Subdivision located south of G Road and east of 27 Road.

4. **Court on G Road Subdivision – Vacation of Utility Easement File # VAC-2019-647**
   Consider a request by Anatum, LLC, to vacate two 10-foot public utility easements located at 2711 G Road.

5. **Hoffman III Subdivision – Vacation of Utility Easement File # VAC-2019-589**
   Consider a request by Habitat for Humanity to vacate a public utility easement located on parcel 2943-212-06-100 and Hoffman Subdivision Filing II.

6. **Grand Falls Townhomes – Vacation of Public Easements File # VAC-2019-652**
Consider a request by Corey Bendetti to vacate public easements on a 1.26-acre parcel located at 588 North Grand Falls Court.

REGULAR AGENDA

1. **Grand Falls Townhomes – Rezone File # RZN-2019-649**
Consider a request by Corey Bendetti to rezone 1.26-acres from PD (Planned Development) to R-8 (Residential 8 units per acre).

Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
None.

Applicant's Presentation
Jim Atkinson, Vortex Engineering, spoke on behalf of the Applicant regarding the request.

Public Comment
The public hearing was opened at 6:13pm.

None.

The public hearing was closed at 6:14pm.

Motion and Vote
Commissioner Susuras made the following motion, "Mister Chairman, on the Rezone request RZN-2019-649 I move that the Planning Commission forward a recommendation of approval with the findings of fact listed in the staff report."

Commissioner Gatseos seconded the motion. The motion carried 6-0.

2. **Casas de Luz – Planned Development Amendment File # PLD-2010-259**
Consider a request by Dynamic Investments Inc., to amend the phasing schedule for the Casas de Luz Planned Development and associated Outline Development Plan.

Staff Presentation
Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
Commissioner Ehlers asked Staff for clarification regarding the request and a versus editing the original approved plan.

Commissioner Wade asked Staff for clarification regarding PD extensions.

Applicant's Presentation
The Applicant, Robert Stubbs, Dynamic Investments, Inc., was present and did not make a comment.

Public Comment
The public hearing was opened at 6:26pm.

Russ Carson and Patricia McVane made comments in opposition of the request.

The Applicant, Robert Stubbs, Dynamic Investments, Inc., responded to public comment.

Commissioner Deppe asked a question regarding the Planned Development.

The public hearing was closed at 6:38pm.

Discussion
Commissioner Gatseos, Ehlers, and Wade made comments in support of the request.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Casas de Luz request to amend the phasing schedule of the previously approved Planned Development, located at West Ridges Boulevard and School Ridge Road, City file number PLD-2010-259, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as provided within the staff report."

Commissioner Susuras seconded the motion. The motion carried 6-0.

3. 1221 Wellington Avenue – Rezone File # RZN-2019-598
Consider a request by John Poorey, Baseline Capital Investments, LLP, to rezone 1.81-acres from R-24 (Residential 24 units per acre) to B-1 (Neighborhood Business).

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
None.

Applicant's Presentation
Bill Plock, Baseline Capital Investments, LLP, owner, was present and did not make a comment.

Public Comment
The public hearing was opened at 6:52pm.

None.

The public hearing was closed at 6:52pm.

Questions for Staff
None.

Discussion
None.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Rezone request to B-1 for the property located at 1221 Wellington Avenue, City file number RZN-2019-598, 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 Susuras seconded the motion. The motion carried 6-0.

4. **Drinking Establishment/Brewery – Zoning Code Amendment File # ZCA-2019-644**
Consider a request by the City of Grand Junction to amend various sections of the Zoning and Development Code (Title 21) related to drinking establishments.

Staff Presentation
Jace Hochwalt, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Ehlers asked a question regarding the absence of a "winery, tasting room" component in the proposed definition.

DRAFT

Tamra Allen, Community Development Director, explained the use of "winery" being consistent with an agricultural use, and tasting room could be categorized with "drinking establishment."

Commissioner Scissors asked a question regarding the necessity of the CUP process being required in the I-O, I-1 and I-2 zone districts.

Mr. Hochwalt and Ms. Allen responded to Commissioner Scissors.

Public Comment
The public hearing was opened at 7:19pm.

None.

The public hearing was closed at 7:20pm.

Discussion
Commissioner Gatseos made a comment in support of this request.

Motion and Vote
Commissioner Ehlers made the following motion, "Mister Chairman, on the Zoning and Development Code Amendments, ZCA-2019-644, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report."

Commissioner Scissors seconded the motion. The motion carried 6-0.

5. Other Business

None.

6. Adjournment

The meeting was adjourned at 7:22pm.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4894

AN ORDINANCE VACATING WESTCLIFF DRIVE RIGHT-OF-WAY

LOCATED AT 2711 G ROAD

Recitals:

A vacation of the Westcliff Drive right-of-way has been requested by the developer, Anatum LLC – Ray Rickard in anticipation of further subdividing and developing the abutting property to the east for future residential development for the proposed Court on G Road Subdivision. The applicant is proposing a reconfiguration of five (5) parcels and dedication of right-of-way with the development of the new subdivision. right-of-way contains existing service utility infrastructure which will be removed with the construction of the new development.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate certain rights-of-way conveyed at Reception No. 846965 Mesa County Clerk and Recorders Records, is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED DEDICATED RIGHT-OF-WAY IS HEREBY VACATED SUBJECT TO THE LISTED CONDITIONS:

Conditions: The Westcliff Drive right-of-way described herein shall not be vacated until any and all public utilities within the right-of-way have been relocated and/or placed within an acceptable easement or the like as approved by the utility company and the City Manager and/or the City Manager's designee through an appropriate granting document. In addition, right-of-way must be granted to the City providing access for the parcels that abut the right-of-way that presently only have access to City right-of-way through Westcliff Drive. The City Manager and/or the City Manager's designee shall have the authority to determine if the right-of-way is acceptable and granted in a manner acceptable to the City. The ordinance vacating the right-of-way shall only be recorded upon these conditions being met and all fees for recording being paid by the applicant.

That twenty-five-foot-wide right-of-way for Westcliff Drive as described in Reception 946965 located in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) Section 1, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

Commencing at the Northwest corner of said NW¼ NW¼ said Section 1, whence the Northeast corner of said NW¼ NW¼ said Section 1 bears South 89°59'43" East, a distance of 1320.80 feet for a basis of bearings, with all bearings contained herein relative thereto; thence South 89°59'43" East, a distance of 355.78 feet; thence South 00°03'23" West, a distance of 40.00 feet to a point on the South right-of-way line of G Road as described in Reception Number 2356364 at the Northeast corner of said Westcliff Drive right-of-way, the POINT OF BEGINNING; thence South 00°03'23" West, a distance of 322.13 feet; thence South 89°57'07" West, a distance of 25.00 feet; thence North 00°03'23" East, a distance of 322.19 feet; thence South 89°54'33" East, a distance of 25.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 0.18 Acres, as herein described.

See Exhibit A.

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

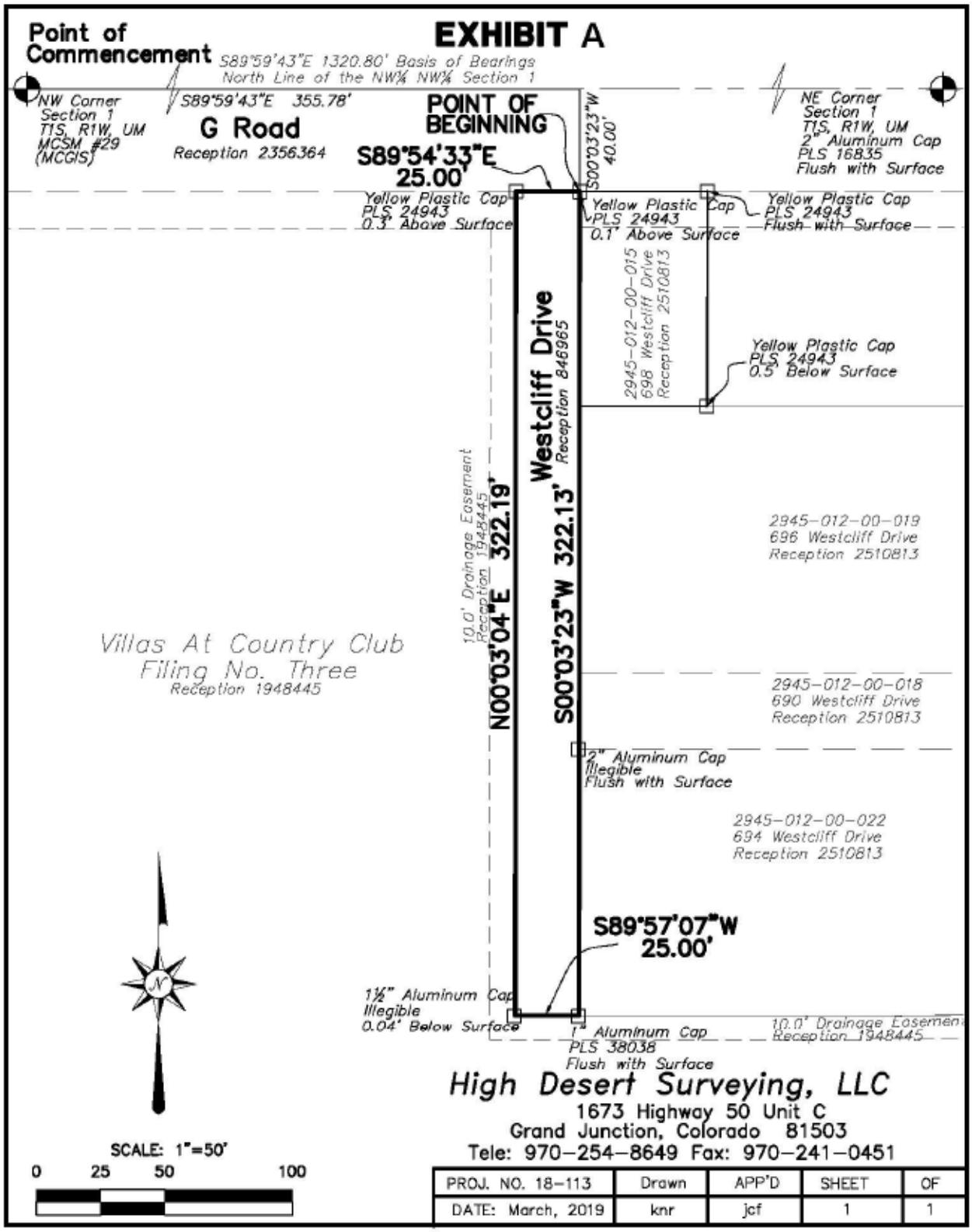
Adopted on second reading this _____ day of _____, 2019 and ordered published in pamphlet form.

ATTEST:

_____ _____

City Clerk Mayor

EXHIBIT A



High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 18-113	Drawn	APP'D	SHEET	OF
DATE: March, 2019	knr	jcf	1	1

Grand Junction City Council

Regular Session

Item #5.a.ii.

Meeting Date: December 18, 2019

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

An Ordinance to Amend the Phasing Schedule of the Previously Approved Planned Development to Allow 20 Residential Lots and Condominium Units on 1.88-Acres for the Casas de Luz Planned Development Located at West Ridges Boulevard and School Ridge Road

RECOMMENDATION:

The Planning Commission heard this item at their December 10, 2019 meeting and recommended approval (6 - 0) of this request.

EXECUTIVE SUMMARY:

The Applicant, Dynamic Investments Inc., requests an extension to the phasing schedule for the Casas de Luz Outline Development Plan (ODP). The Applicant received City Council approval for the Planned Development and associated ODP residential subdivision on September 21, 2011. A revised phasing schedule was approved in 2015 that extended the deadline for the first phase to December 31, 2017. The Applicant met the phasing schedule set for the first phase by filing a subdivision plat in 2017, however the Applicant is now unable to meet the deadlines set by the approved phasing schedule for Phase 1 (construction) of the planned development and associated project. The Applicant is therefore requesting a revised phasing schedule for the PD and ODP that would provide for completion of the remaining phases of development within 10-years from the previous Phase 1 deadline of December 31, 2017.

BACKGROUND OR DETAILED INFORMATION:

The 1.88-acre Casas de Luz property is a Planned Development scheduled to be completed over a total of four phases. The property was originally a part of the Ridges Planned Development. The subject property was previously platted into ten individual lots and under the Ridges PD each lot was designated for a maximum of two dwelling units (termed "A" lots in the original Ridges PD plan). The total number of dwelling units proposed with the Casas de Luz development (20) is the same number as originally planned for the site under the Ridges PD but the Casas de Luz Outline Development Plan approved in 2011 by Ordinance 4482 consisted of reconfigured residential lots, common areas and condominium units (see attached Site Plan).

The original PD Ordinance that was adopted in 2011 for the project required platting of Phase 1 by December 31, 2014. However, due to the economic downturn during that period of time, the Applicant requested a new phasing schedule which was granted by City Council on February 5, 2015 by Ordinance No. 4654. The revised phasing schedule required platting of Phase 1 by December 31, 2017. In order to meet the Phase 1 platting deadline in 2017, the Applicant filed and recorded a Subdivision plat which eliminated the previously platted 10 properties and re-subdivided the property into one 1.88-acre lot, which met the requirements for platting of Phase 1 per conditions of the phasing schedule of the original approval.

The Applicant has provided in the justification for the requested extension that completing the project has thus far not been economically viable but the Applicant remains optimistic given current market indicators that it could be completed within the proposed extended phasing schedule, as provided below.

	Deadline from original approval in 2011 (Ordinance 4482)	Deadline from extension granted in 2015 (Ordinance 4654)	Proposed new deadlines:
Phase 1 (Plat)	December 31, 2014	December 31, 2017	December 31, 2017
Phase 1 (Construction)	December 31, 2014	December 31, 2017	December 31, 2022
Phase 2	December 31, 2017	December 31, 2019	December 31, 2024
Phase 3	December 31, 2019	December 31, 2020	December 31, 2026
Phase 4	December 31, 2021	December 31, 2021	December 31, 2027

The Applicant has expressed interest in completing the project consistent with the plan approvals pending modification of the phasing schedule. At the time of plan approval, the City Council determined that the public benefit was met by providing a needed housing type with innovative design and by utilizing the topography of the site. The

plan continues to provide this same benefit as determined in the prior review and approval process. In addition, the site design incorporates elements of clustering units to allow for more private open space within the development. The development also provides more effective use of infrastructure by eliminating public right-of-way and using three shared accesses to serve the proposed 20 dwelling units which will minimize the impact of additional driveways and curb cuts onto West Ridges Boulevard. The approved Casa de Luz ODP will continue to provide benefits for additional residential housing development opportunities within the Ridges consistent with previous findings.

The extension request to the phasing schedule is the only proposed amendment to the approved plan.

NOTIFICATION REQUIREMENTS

Neighborhood Meeting:

A Neighborhood Meeting regarding the proposed extension request was held on November 18, 2019 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant and City staff were present, along with 12 area residents who attended the meeting. Concerns expressed at the meeting were, loss of views by residents immediately adjacent to the site, additional traffic on W. Ridges Boulevard and other development projects in the immediate area that have been abandoned by other developers.

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 November 27, 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 November 27, 2019. The notice of the Planning Commission public hearing was published December 3, 2019 in the Grand Junction Daily Sentinel.

ANALYSIS

In accordance with the Zoning and Development Code, a development phasing schedule may be set for greater than one year, but not more than 10 years pursuant to Section 21.02.080(n)(2). The Applicant's request to allow the development to be completed within 10-years from the previous Phase 1 deadline of December 31, 2017 is consistent with the Code in regard to requisite timeframes for the overall project.

Section 21.02.150(b)(2)(x) of the Code provides that "An ODP shall "demonstrate an appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.

Section 21.05.050(b) provides that the "purpose of an ODP is to demonstrate conformance with the Comprehensive Plan, compatibility of land use and coordination of improvements within and among individually platted parcels, sections or phases of a development prior to the approval of an ODP." Further, the Code provides the ODP "is recommended for larger, more diverse projects that are expected to be developed over a long period of time. Considering there have been no changes to the Comprehensive Plan that impact this site and/or area, Staff has found the ODP as previously approved continues to meet the provided purpose of the ODP.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the request to amend the Casas de Luz Planned Development phasing schedule, PLD-2010-259, located at West Ridges Boulevard and School Ridge Road, the following findings of fact have been made:

The requested phasing schedule is in compliance with Section 21.02.080 (n) (2) of the Zoning and Development Code.

The proposed phasing schedule is an appropriate phasing schedule for the property consistent with Section 21.02.150(b)(2)(x) of the Code; and

The ODP continues to be compliant with Section 21.05.050(b) of the Code.

Therefore, Staff recommends approval of the requested amended phasing schedule.

FISCAL IMPACT:

There is no direct fiscal impact from this request.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4895, an ordinance amending Ordinance No. 4482 & 4654 for the Casas de Luz Planned Development residential subdivision revising the proposed phasing schedule, located adjacent to West Ridges Boulevard and west of School Ridge Road on final passage and order final publication in pamphlet form.

Attachments

1. Applicant Official Request Letter
2. Site Location & Zoning Maps
3. Neighborhood Meeting Letter
4. Neighborhood Meeting Sign-In Sheet
5. Neighborhood Meeting Minutes 11-18-19
6. Site Plan - Approved
7. City Council Staff Report - 9-21-11

8. Ordinance 4482 - 2011
9. Ordinance 4654 - Extension - 2015
10. Planning Commission Minutes - 2019 - December 10 - DRAFT
11. Amended Ordinance

October 28, 2019

Scott Peterson
Senior Planner
City of Grand Junction
Grand Junction, CO

Dear Scott:

Dynamic Investments, Inc. hereby requests an extension of the approval and deadlines for development of the Casas de Luz project located in The Ridges, Grand Junction, Colorado. Initiation of development and construction activity remains challenging due to market conditions and economic feasibility.

Dynamic has remained active in the pursuit of this development. We have filed a plat to delete the previously platted duplex lots and create the basis to move the approved plan forward. We reviewed site and engineering plans with the Planning Department this summer to assure all elements of the project meet current criteria. We have revised and updated both exterior and interior elements of the housing units to meet current market preferences and demands. Dynamic remains committed to creating a quality housing development that will improve and enhance the neighborhood and community.

We request that the deadline for the completion of phased development of the project as follows:

Phase One	December 31, 2022
Phase Two	December 31, 2024
Phase Three	December 31, 2026
Phase Four	December 31, 2027

Please submit this request for the extension of the approval and development deadlines to the Planning Commission and City Council for review and approval if this request.

Should you have further questions or concerns or require additional information, please do not hesitate to contact me.

Respectfully,

Mike Stubbs, President
Dynamic Investments, Inc.

mstubbsgj@charter.net
970-257-0532


Site Location Map
Hole 10 –
Redlands Mesa
Golf Course
RIDGE CIRCLE DR
RATTLESNAKE CT
SCHOOL RIDGE RD
Site
W RIDGES BLVD
W RIDGES BLVD
Redlands Mesa
Clubhouse &
Driving Range
Peaks at
Redlands Mesa


Aerial Photo Map
2338
2338 1/2
357
356
355 1/2
2336 1/2
2338 1/2
2346
355 1/2
2346 1/2
2342
354
2335 1/2
2340
2348
2348
2340
RATTLESNAKE CT
RATTLESNAKE CT
SCHOOL RIDGE RD
2335
2341
2343
2343
2345
2345 3/4
2347
2339 1/2
2337
2337
2339
353
Site
351
W RIDGES BLVD
W RIDGES BLVD
W RIDGES BLVD


Comprehensive Plan Future Land Use Map
RATTLESNAKE CT
RATTLESNAKE CT
VIEW DR
SCHOOL RIDGE RD
W RIDGES BLVD
W RIDGES BLVD
W RIDGES BLVD
Site
Residential Medium
(4 – 8 du/ac)
Residential Medium Low
(2 – 4 du/ac)
Residential Medium Low
Residential Medium
2335 1/2
2340
2342
2342
354
2346 1/2
2348
2348
363
2335
2337
2337
2339
2339 1/2
2341
2343
2343
2345
2345 3/4
2347
353
351
356
357


Existing Zoning Map
VIEW DR
RATTLESNAKE CT
RATTLESNAKE CT
SCHOOL RIDGE RD
PD
(Planned
Development)
Site
W RIDGES BLVD
W RIDGES BLVD
W RIDGES BLVD

You're Invited

What: Neighborhood Meeting

When: Monday, November 18, 2019
5:30 PM

Where: Redlands Community Center
2463 Broadway
Grand Junction, CO 81507

Dynamic Investments, Inc. has requested an extension of the deadlines for the phased development of the previously approved Casas de Luz project. The City of Grand Junction requires a neighborhood meeting in advance of public hearings of this request.

We have requested a modification and extension of deadlines for the project as follows:

Phase One	December 31, 2022
Phase Two	December 31, 2024
Phase Three	December 31, 2026
Phase Four	December 31, 2027

There are no other changes or modifications proposed for the project. Dynamic remains committed to the development of a high-quality development that will enhance and improve the neighborhood and community. The project is comprised of 8 townhome units and 12 condominium units on an approximate 2-acre site located on the north side of West Ridges Blvd. and west of School Ridge Rd. in The Ridges.

Should you have question or concerns, please contact:

Mike Stubbs, Dynamic Investments, Inc. 970-257-0532 rmstubbs@icloud.com
Scott Peterson, City of GJ Senior Planner 970-244-1447 scottp@gjcity.org

Neighborhood meeting for
Casas de Luz

Sign in sheet

Name	Address	Phone	Email
Scott Peterson	City Planning	244-1447	scottp@gjcity.org
Sandra Weckerly	2310 W. Ridges		
David Weckerly	2310 W. Ridges		
Kelly Kennedy	2345 1/2 Rattlesnake Ct	970-977-0271	kelly121470@gmail.com
Lindsay Kennedy	2345 1/2 Rattlesnake Ct	970-977-0271	
Peggy Zagrzebski	355 High Desert Rd	970-257-0171	peggy@zagbuilt.net
Nancy Dungan	352 Ridge Circle Dr	970-250-6608	nancydungan01@gmail.com
Carole Chown	2342 Rattlesnake Ct B	256-489-	carole.chown@gmail.com
Chris Tuthill	2345 Rattlesnake		2212tuthi||@gmail.com
Meg [illegible]	2337 A "		

Recap of Neighborhood Meeting for Casas de Luz extension request:

A neighborhood meeting for the extension of the deadlines for development of the Casas de Luz project located in The Ridges was held on November 18 at 5:30 PM at Redlands Community Center. Mike Stubbs, representative of developer Dynamic Investments, Inc., conducted the meeting. Scott Peterson, Senior Planner attended and participated as City representative. Twelve neighbors attended the meeting.

Mr. Stubbs reviewed the purpose of the meeting and extension request, overall project design and planning efforts completed by Dynamic, and related ongoing efforts to pursue active development of the project.

Discussion of the project planning ensued whereby several concerns were expressed as related to loss of views by neighbors immediately adjacent to the site from the north, additional traffic on Ridges Boulevard, and a general concern regarding projects in the area that had been abandoned by other developers.

Mr. Stubbs and Mr. Peterson responded to neighbor concerns and questions directly. Mr. Stubbs reviewed the planning objectives utilized to consider the impact to neighbors and how the units were intentionally clustered and oriented to provide view corridors that are not required under the development code. Height limits under the approved bulk standards for the project are well within those allowed under the code as applied to the project. Separation of buildings greatly exceeds code setback requirements and provides view corridors that a different planning ethic would not allow.

Mr. Stubbs and Mr. Peterson responded to traffic concerns by pointing out that Ridges Boulevard was designed and constructed as a collector road and that there is more than sufficient capacity to accommodate this project. Mr. Peterson also pointed out that the prior platting of the parcel, as individual duplex lots, would have resulted in ten driveway entrances from the overall site. The design of Casas de Luz results in only three driveways accessing the site.

The only concerns directly related to the extension request were relative to previously abandoned projects the area, the current state of those sites and whether that would occur on this site. Mr. Stubbs responded that Dynamic has no intention of initiating development construction of phases unless it is certain it has the ability to complete the phase.

A neighbor comment at the close of the meeting seemed to encapsulate the evening's discussion: **"Mike, I think we all agree this is a good project. We just wish it wasn't being built here."**

UTILITY VENDORS

GAS	XCEL ENERGY
ELECTRIC	XCEL ENERGY
TELEPHONE	CENTURY LINK
IRRIGATION	RIDGES METROPOLITAN DISTRICT
SEWER	CITY OF GRAND JUNCTION
WATER	UTE WATER
CABLE	OPTIMUM COMMUNICATIONS

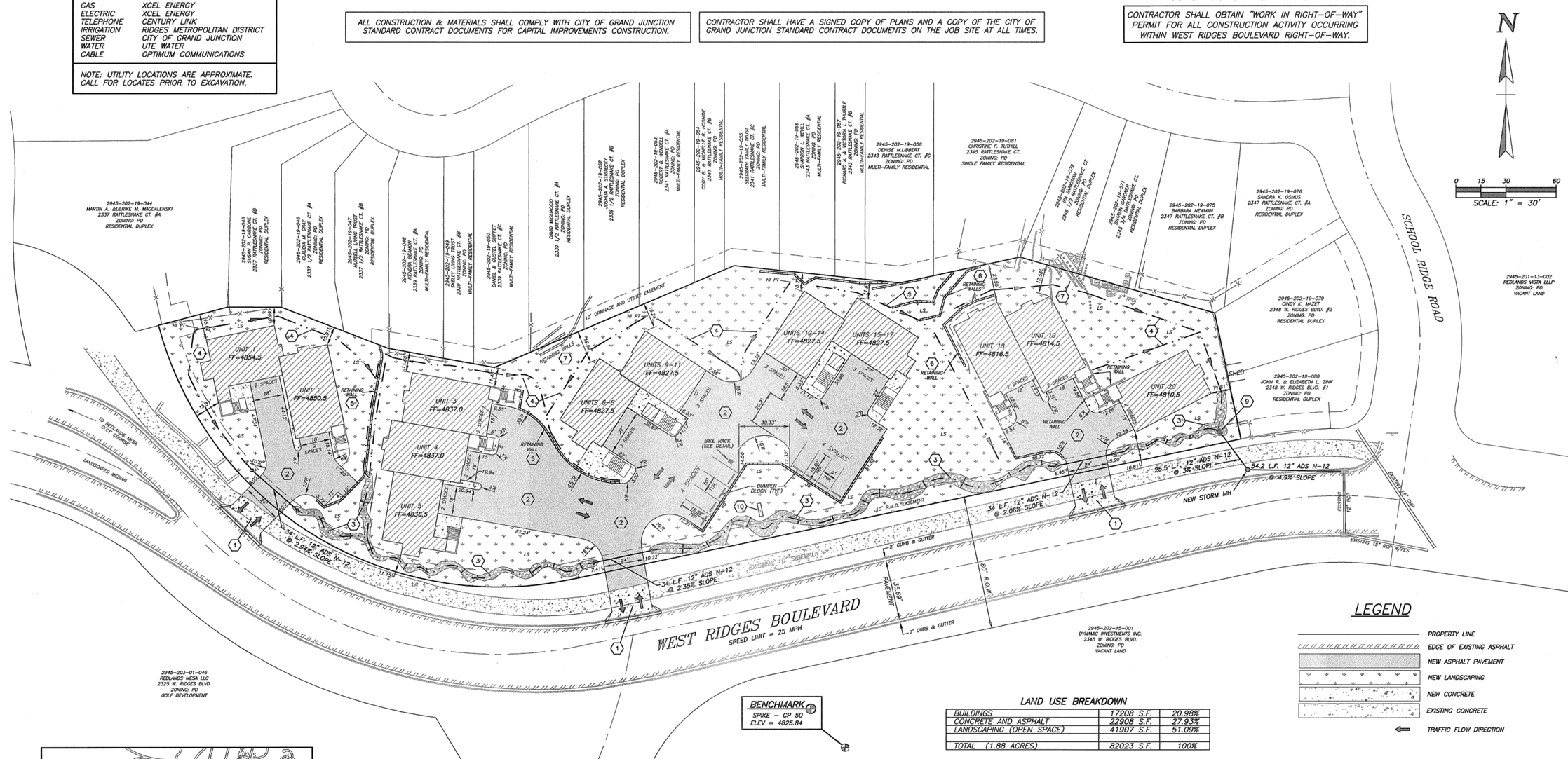
NOTE: UTILITY LOCATIONS ARE APPROXIMATE. CALL FOR LOCATES PRIOR TO EXCAVATION.

ALL CONSTRUCTION & MATERIALS SHALL COMPLY WITH CITY OF GRAND JUNCTION STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION.

CONTRACTOR SHALL HAVE A SIGNED COPY OF PLANS AND A COPY OF THE CITY OF GRAND JUNCTION STANDARD CONTRACT DOCUMENTS ON THE JOB SITE AT ALL TIMES.

CONSTRUCTION PERMIT NOTE

CONTRACTOR SHALL OBTAIN "WORK IN RIGHT-OF-WAY" PERMIT FOR ALL CONSTRUCTION ACTIVITY OCCURRING WITHIN WEST RIDGES BOULEVARD RIGHT-OF-WAY.



LEGEND

- PROPERTY LINE
- EDGE OF EXISTING ASPHALT
- NEW ASPHALT PAVEMENT
- NEW LANDSCAPING
- NEW CONCRETE
- EXISTING CONCRETE
- TRAFFIC FLOW DIRECTION

BENCHMARK

SPIKE - CP 50
ELEV = 4825.84

LAND USE BREAKDOWN

BUILDINGS	17208 S.F.	20.98%
CONCRETE AND ASPHALT	22908 S.F.	27.93%
LANDSCAPING (OPEN SPACE)	41907 S.F.	51.09%
TOTAL (1.88 ACRES)	82023 S.F.	100%

BULK REQUIREMENTS

ZONE: PLANNED DEVELOPMENT	
DENSITY: 10.6 DU/ACRE	
SETBACKS: FRONT	11 FEET
REAR	10 FEET
SIDE	5 FEET
BUILDING HEIGHT LIMITATION	
UNITS 1 & 2: ELEVATION 4888	
UNITS 3 - 20: ELEVATION 4880	

NOTE: REFER TO FINAL PLAN FOR CASAS DE LUZ FOR MORE DETAILED INFORMATION ON BULK STANDARDS.

LIST OF ABBREVIATIONS

ROW = RIGHT-OF-WAY
DU = DWELLING UNITS
FF = FINISHED FLOOR
CP = CONTROL POINT
SF = SQUARE FEET
LF = LINEAR FEET
LS = LANDSCAPE
MH = MANHOLE
TYP = TYPICAL
R = RADIUS

BENCH MARK:

CP AND SPIKE
N 31874.41
E 75959.97
ELEVATION=4825.84
NAVD 1988

PLAN TAG NOTES:

1. CONSTRUCT DRIVEWAY SECTION PER STANDARD CONCRETE DETAIL, PAGE C-07 OF CITY STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION, REVISED FEBRUARY 2009. REMOVE EXISTING CURB & GUTTER AND SIDEWALK AT NEAREST JOINT. REPLACE AND MATCH EXISTING ELEVATIONS. REPLACE SIDEWALK WITH COLORED CONCRETE TO MATCH EXISTING. ALL CONCRETE IN 24' DRIVEWAY SECTIONS SHOWN SHALL BE 6" THICK, INCLUDING COLORED SIDEWALK.
2. SHADE HATCHING REPRESENTS ALL AREAS TO RECEIVE ASPHALT PAVEMENT. REFER TO SITE-SPECIFIC GEOTECHNICAL REPORT FOR PAVEMENT SECTION.
3. PROPOSED ROCK-LINED DRAINAGE CHANNEL FOR WATER QUALITY CONTROL. REFER TO GRADING PLAN (SHEET 5) FOR DETAIL.
4. PROPOSED LANDSCAPE ROCK-LINED COLLECTION DITCH TO DIVERT WATER AROUND STRUCTURES. SEE DETAIL ON GRADING PLAN SHEET 5.
5. PROPOSED BOULDER LANDSCAPE RETAINING WALL WITH COLLECTION DITCHES. SEE RETAINING WALL DETAIL ON SHEET 7.
6. PROPOSED BOULDER LANDSCAPE RETAINING WALL WITH FRENCH DRAIN BETWEEN WALL AND BUILDING. REFER TO SHEET 7 FOR DETAIL.
7. EXISTING RETAINING WALLS INSTALLED BY NORTH ADJACENT PROPERTY OWNERS. CONTACT THE ADJACENT PROPERTY OWNER IF RETAINING WALLS MUST BE REMOVED TO PROPERLY GRADE THIS SITE.
8. NOT USED ON THIS SHEET.
9. SMALL AREA INLET PER CITY STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION, STANDARD STORM DRAIN DETAIL, PAGE D-11.
10. MONUMENT STYLE BUSINESS SIGN. APPROX. DIMENSIONS 4' TALL X 8' WIDE. A SIGN PERMIT WILL BE OBTAINED AND COMPLIED WITH PRIOR TO INSTALLATION.

GENERAL NOTES:

1. MAIL DELIVERY WILL BE AS REQUIRED BY UNITED STATES POSTAL SERVICE.
2. GARBAGE DISPOSAL SERVICE WILL CONSIST OF INDIVIDUAL TRASH CONTAINERS. ON SITE TRASH DUMPSTERS ARE NOT PROPOSED.
3. ADJACENT DRIVEWAY SPACING FOR WEST DRIVEWAY AND CENTER DRIVEWAY IS 225 FEET AS MEASURED FROM CLOSEST EDGE OF EACH DRIVEWAY.
4. AN EMERGENCY VEHICLE TURNAROUND IS NOT PROVIDED ON THIS SITE.

REQUIRED PARKING SPACES PER CODE

UNITS 1-5, 18-20 SINGLE FAMILY
8 SINGLE FAMILY UNITS
2 PARKING SPACES REQUIRED PER UNIT
8 UNITS x 2 SPACES/UNIT = 16 SPACES

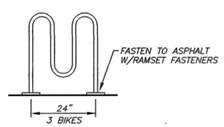
UNITS 6-17 CORE CONDOMINIUMS
12 CONDOMINIUM UNITS, 2 BEDROOMS/UNIT
1.5 PARKING SPACES REQUIRED PER UNIT
12 UNITS x 1.5 SPACES/UNIT = 18 SPACES

TOTAL # PARKING SPACES REQUIRED = 34

PARKING PROVIDED

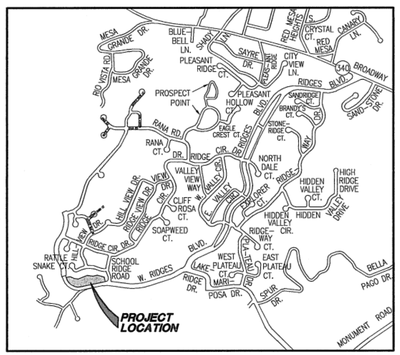
64 TOTAL SPACES*

*TOTAL INCLUDES GARAGE SPACES.



SINGLE ROW RACK

BIKE RACK DETAIL
(OR APPROVED EQUAL)



VICINITY MAP

CALL 811 BEFORE YOU DIG

NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT

APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE. 8-29-13 Date

INITIAL ACCEPTANCE Date

CITY OF GRAND JUNCTION DEVELOPMENT ENGINEER

APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE. 8/30/13 Date

INITIAL ACCEPTANCE Date

DATE:	NO:	REVISION:	BY:
4/19/11	1	PER REVIEW COMMENTS	SES
7/31/13	2	ELIMINATE PROPOSED FILINGS	SES

SITE LAYOUT PLAN

DYNAMIC INVESTMENTS, INC.
CASAS DE LUZ
GRAND JUNCTION, COLORADO

DATE: 4-19-2011
DRAWN: RLC
CHK'D: SES
FILE NAME: siteplan2
PROJECT NO.:

SHARPER
Engineering Services, Inc.
1154 N. 4th STREET GRAND JUNCTION, CO 81501
TELEPHONE (970) 255-0909 FAX (970) 242-5663

COLORADO REGISTERED SHARPER 29547 PROFESSIONAL ENGINEER 8-23-13

SHEET 2 OF 9

CITY OF Grand Junction COLORADO

CITY COUNCIL AGENDA ITEM

Date: September 2, 2011
Author: Scott D. Peterson
Title/ Phone Ext: Senior Planner/1447
Proposed Schedule: September 7, 2011 (First Reading)
2nd Reading
(if applicable): September 21, 2011
File # (if applicable): PLD-2010-259

Subject: Amending the Ridges Planned Development for Casas de Luz Residential Development, Located adjacent to West Ridges Boulevard and West of School Ridge Road in the Ridges Subdivision
Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage and Final Publication for Proposed Ordinance(s) and adopt Resolution
Presenters Name & Title: Scott D. Peterson, Senior Planner

Executive Summary:

Request for approval for an amendment to the Planned Development zoning ordinance for the Ridges Planned Development ("Ridges PD") for a portion of the property, Lots 34A-40A, Block Twenty-five of The Ridges Filing No. 5 and Lots 41A-43A of the Replat of Lots 22A through 30A, Block Twenty Five The Ridges Filing No. Five, within the Ridges PD located adjacent to West Ridges Boulevard, across from the driving range for Redlands Mesa Golf Course. The applicant is also requesting approval for the vacation of a dedicated frontage road (right-of-way) and utility and drainage easements in conformance with the new plan.

Background, Analysis and Options:

The applicant, Dynamic Investments, Inc., requests to resubdivide the existing ten platted lots and create new residential lots, tracts and stacked condominium units. The total number of dwelling units (20) is the same number of allowed dwelling units that were originally planned for this site. Project may be completed over four phases. The applicant is also requesting the vacation of a dedicated frontage road and utility and/or drainage easements that are not needed with the proposed development.

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

The proposed residential development request for Casas de Luz furthers **Goals 3, 5, and 8** of the Comprehensive Plan by:

- Facilitating ordered and balanced growth and spreading future growth throughout the community;

- Providing a broader mix of housing types (two-family and multi-family dwelling units) in the community to meet the needs of a variety of incomes, family types and life stages, and
- By creating attractive public spaces and enhancing the visual appeal of the community through quality development.

Board or Committee Recommendation:

The Planning Commission recommended approval of the requested Amended Planned Development Ordnance and Right-of-Way, Utility and Drainage Easement Vacations at their August 9, 2011 meeting.

Financial Impact/Budget:

N/A.

Legal issues:

N/A.

Other issues:

None.

Previously presented or discussed:

First Reading of the Ordinance(s) was September 7, 2011.

Attachments:

Site Location Map/Aerial Photo Map
Comprehensive Plan/Blended Residential Map
Existing City Zoning Map
Site Layout Plan
Bulk Standards document prepared by Applicant
Letter from Sue Carbone, Adjacent Property Owner
Letter from Rick Thurtle, Adjacent Property Owner
Ordinance for Amended Planned Development
Ordinance for Vacation of Right-of-Way (Frontage Road)
Resolution for Utility and Drainage Easement Vacation

BACKGROUND INFORMATION					
Location:		West Ridges Boulevard and School Ridge Road			
Applicants:		Dynamic Investments, Inc., Owner			
Existing Land Use:		Vacant land			
Proposed Land Use:		One Single-Family Detached, Two-Family and Multi-Family dwellings			
Surrounding Land Use:	**North**	Single-Family Attached dwelling units			
	South	Vacant land and driving range for Redlands Mesa Golf Course			
	East	Single-Family Attached dwelling units			
	West	Redlands Mesa Real Estate Office			
Existing Zoning:		PD, Planned Development			
Proposed Zoning:		PD, Planned Development			
Surrounding Zoning:	**North**	PD, Planned Development			
	South	PD, Planned Development			
	East	PD, Planned Development			
	West	PD, Planned Development			
Future Land Use Designation:		Residential Medium (4 – 8 du/ac) and Residential Medium Low (2 – 4 du/ac)			
Zoning within density range?		X	Yes		No

1. <u>Background</u>:

The 1.88 acre "Casas de Luz Property" consisting of Lots 34A-40A, Block Twenty-Five of The Ridges Filing No. 5 and Lots 41A-43A of the Replat of Lots 22A through 30A, Block Twenty Five The Ridges Filing No. Five as part of the Ridges Planned Development. The property is presently platted into ten lots. Under the current Ridges PD each lot is designated for a maximum of two dwelling units ("A" lots) within the overall PD.

The Ridges was originally approved as a Planned Unit Development (PUD) by Mesa County in the late 1970's. The original developer formed the Ridges Metropolitan District to provide services to the development since it was in unincorporated Mesa County. The PUD also provided open space (approximately 85 acres in Filings 1 through 6), numerous parks of varying sizes and a network of detached multi-use trails throughout the development. The approved PUD included a mix of land uses including

a variety of housing types – from apartments to detached single family units – offices and neighborhood commercial uses.

In 1992 the developed and undeveloped areas of the Ridges were annexed into the City limits. Upon annexation, an amended plan and zoning ordinance for the Ridges was adopted zoning the development Planned Development (PD). The plan allocated the remaining allowable dwelling units to the undeveloped parcels, including the multifamily parcels. Original platted parcels indicated the expected use, for example "A", "B" or "C" lots. Multifamily sites were assigned specific densities.

The Casas de Luz Property was designated as "A" lots with a density of two family dwellings for each platted lot. However, it was specifically noted on the plat that the same area could be developed as a multifamily area. The area is limited to the maximum density of 20 dwelling units already determined for the ten "A" lots.

The applicant, Dynamic Investments, Inc., requests to resubdivide the existing ten platted lots and create new residential lots, tracts and stacked condominium units. The total number of dwelling units (20) is the same number of allowed dwelling units that were originally planned for this site. The new subdivision is proposed to be named Casas de Luz (meaning; "Houses of Light") and may be completed over four phases. The proposed development shall be subject to the provisions of the Zoning and Development Code, except as deviated by the approved Casas de Luz Plan to be adopted as a part of the amended ordinance.

The applicant is also requesting the vacation of a dedicated frontage road and utility and/or drainage easements that are not needed with the proposed development. The existing frontage road provides access for seven of the existing ten lots. The frontage road provides a separate ingress/egress point for each lot without impacting traffic movements on West Ridges Boulevard. However, since the Casas de Luz development is modifying the existing lot configuration and proposing three access points to serve 20 dwelling units, this frontage road will no longer be necessary, except for the retaining of a 10' multipurpose easement along the remaining right-of-way for utilities, including utilities presently in place.

The easements to be vacated appear on the Replat of Lots 22A through 30A, Block Twenty Five The Ridges Filing No. Five. The existing 10' Drainage and Utility Easement on Lot 41A; a small portion of the 10' Utility Easement on Lot 43A; and a portion of the 20' Utility Easement on Lots 41A through 43A are to be vacated. The easements are not necessary for development and some interefere with the location of buildings within the proposed development. These existing easements do not contain any public utilities in the areas to be vacated.

Density

The Comprehensive Plan Future Land Use Map indicates this area of the Ridges to be Residential Medium (4–8 du/ac) and Residential Medium Low (2–4 du/ac). The Ridges

PD overall density is four dwelling units per acre which includes all lots, open space tracts, etc. The densities are consistent with the Comprehensive Plan. The above stated Ridges density is calculated as a gross density for the entire Ridges Plan, not site specific. The site specific density for this proposal would be 10.6 dwelling units an acre matching what was originally approved for this site. The proposed Casas de Luz development is a resubdivision of "A" lots within the Ridges development which allowed up to a maximum of two-family dwellings for each platted lot.

The applicant has not proposed a change to the density.

Access

Access for the Proposed Plan will be from West Ridges Boulevard in three different locations (see Site Layout Plan). Proposed internal access will be shared drives and parking areas (tracts), maintained by a homeowner's association.

Plan Layout

The Proposed Plan will have a mixture of two-family, multifamily, and/or single-family detached dwelling units. As proposed some of the multifamily dwellings will be stacked and will require approval of a condominium map. Generally, the building footprint for each dwelling unit in Filing One, Filing Two and Filing Four as designated on the Site Layout Plan will be a lot. The multifamily units are proposed as stacked dwelling units in Filing Three. If the units are to be created for separate ownership, a condominium map will be required with the building footprint generally being the exterior horizontal boundaries of the units. If the units are not created for separate ownership, then the building footprints shall generally be the boundaries of the lots. All areas outside of a building footprint shall be designated as "Tracts" for maintenance responsibility by a homeowner's association.

Landscaping

Landscaping shall be in conformance with the Zoning and Development Code for a multifamily residential development (see Ordinance for Landscaping Plan) with a total of 33 trees and 212 shrubs to be planted on 1.88 acres along with granite stone mulch and dryland grass seed mix in open space (tract) areas.

Phasing

The proposed Casas de Luz Plan shall be developed in four phases. The proposed phasing schedule is as follows (see Site Layout Plan):
The first phase shall be completed on or before December 31, 2014 with the recording of a plat with the Mesa County Clerk and Recorder consisting of all of the land in the Casa de Luz Property which includes all the lots in The Ridges Filing No. 5 abutting the frontage road to be vacated by eliminating the lot(s) or platting new lots in a manner

acceptable to the City's Public Works and Planning Director so that access to and from the newly platted parcels is accomplished in accordance with City standards.
The second phase shall be completed on or before December 31, 2017, with a written approval of a final plan and plat for that portion of the Casas de Luz Property.
The third phase shall be completed on or before December 31, 2019, with a written approval of a final plan and plat for that portion of the Casas de Luz Property.
The fourth phase shall be completed on or before December 31, 2021, with the written approval of a final plan and recording of a plat with the Mesa County Clerk and Recorder finalizing the Casas de Luz Plan.

Community Benefit

As this is an amendment to the original Planned Development ordinance for the Ridges, a community benefit is not required to be found by the decision-maker. However, the proposed amendment for the Casas de Luz Property does provide community benefit by providing a needed housing type with innovative design and by utilizing the topography of the site. The design incorporates elements of clustering units to allow for more private open space within the development. Also, the development provides more effective use of infrastructure by eliminating public right-of-way and using three shared accesses to serve the 20 dwelling units which significantly minimizes the impact onto West Ridges Boulevard.

Default Zoning

If the first phase for the Casas de Luz Plan is not completed as indicated in the approved amended ordinance and the amended Plan lapses, then the amended ordinance for the Casas de Luz Property shall have no force and effect and the previously amended Ordnance 2596 shall be in full force and effect as it applies to the Casas de Luz Property.

If the first phase is completed, but the entire Plan is not completed, then the Casas de Luz Development Plan proposes a default zone of R-8, which is in conformance with the Comprehensive Plan for this area. The dimensional standards for the R-8, (Residential–8 du/ac) zone, as indicated in Section 21.03.040 (h) of the Zoning and Development Code, are as follows:

Density: According to the City's Code density is not to exceed 8 dwelling units per acre. However, as this is an amendment to the Ridges PD, the density has already been determined for this area and the default for density purposes shall remain 10.6 dwelling units per acre for the Casas de Luz Property.

Minimum lot area, width, and frontage: (See below for proposed deviations from standards for the Proposed Plan.)

Detached Single-Family	minimum 3000 square feet of area minimum 40 feet width

	minimum 20 feet frontage
Two Family Attached	minimum 6,000 square feet of area
	minimum 60 feet width
	minimum 20 feet frontage
Multifamily	No minimums for area, width, or frontage

Setbacks:

Front Yard Setback (Principal/Accessory): 20/25 (see deviation below)
Side Yard Setback (Principal/Accessory): 5/3
Rear Yard Setback (Principal/Accessory): 10/5
Maximum building height: 40' (The default maximum building height for single family attached and detached, including two family dwellings shall be 25' in conformance with the previously amended Ordinance 2596 for the Ridges PD.)

Deviations

1. Minimum Lot Area, Width and Frontage:

As the proposed Plan is designed to have each of the combined dwelling units to be surrounded by open space (see the Site Layout Plan) with shared drives for access to the right-of-way, the minimum lot area, width and frontage are not applicable.

2. Building Setbacks:

The Proposed Plan applies the front and rear yard setbacks to the exterior boundary of the Casas de Luz Property rather than the individual lot lines. The front yard setbacks are proposed to be deviated further as follows:

Front Yard (see Site Layout Plan): 15' for Filing One; 11' for Filing Two; 16' for Filing Four

Standard setbacks to the exterior boundary of the Casas de Luz Property setbacks apply unless otherwise noted.

Staff finds the reduced setbacks to be reasonable as there is additional right-of-way along the Casas de Luz Property that is not likely be developed as roadway because of the detached trail that is a part of the Ridges plan for the Planned Development. The trail and additional green space will provide a similar appearance to the area as would the standard setbacks.

3. Maximum Building Height:

The Ridges PD has an overall density of 4 units per acre. By the PD ordinance, the maximum height for a multifamily dwelling is 40' and for single family attached and

detached, including two family dwelling units is 25'. The applicant is proposing to amend The Ridges PD as follows:

All measurements for maximum heights are at sea level.

Unit 1: 4888'
Unit 2: 4883'
Unit 3: 4871'
Unit 4: 4861'
Unit 5: 4870'
Units 6, 7 & Unit 8: 4868'
Units 9, 10 & Unit 11: 4868'
Units 12, 13, & Unit 14: 4868'
Units 15, 16 and Unit 17: 4868'
Unit 18: 4850'
Unit 19: 4848'
Unit 20: 4844'

(See Ordinance for building rendering exhibits for clarification of the building heights proposed by the applicant).

The Casa de Luz Property could be developed as a multifamily project without amending The Ridges PD. If all multifamily units were built, then the developer could build each up to 40' in height. With the Proposed Plan, all but two of the single family detached and attached dwellings are taller than originally allowed on an "A" lot in the Ridges PD, but the multifamily units are shorter than what would be allowed. As shown by the applicant in the exhibits, all of the building roofs will be lower than the roofs on the homes built on the nearest elevated landscape behind the development to the west. With the clustering of the buildings it opens more space between the buildings to reduce the overall obstruction of views. The applicant has taken into consideration the appropriate height for each building in the development.

It is the applicant's position and staff agrees that the development as proposed is reasonable considering the topography of the site, the immediately surrounding area, and the fact that all buildings are at least 5' below the allowed possible height of 40' for multifamily units.

4. Multipurpose Easement:

City standards also require a development to dedicate a 14' multipurpose easement along right-of-ways abutting a development and along right-of-ways within a development. As previously explained, the right-of-way for West Ridges Boulevard is greater than needed for the constructed roadway. The additional right-of-way is used for a detached trail and additional green space. Four feet of this additional right-of-way may be used for the area that would normally encompass the 14' multipurpose

easement, so only a 10' multipurpose easement is needed along the abutting West Ridges Boulevard.

2. Section 21.02.150 (b) and (e) of the Zoning and Development Code:

Pursuant to Section 21.02.150(e)(1)(iii), to amend the bulk, performance, and/or default standards of a planned development, the zoning ordinance must be amended through the rezone process. Based on the City's Code, the rezone process includes considering the rezone criteria and the criteria for approving an Outline Development Plan (ODP) by demonstrating conformance with the following:

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

The Proposed Plan complies with the Comprehensive Plan which designates this area as Residential Medium Low (2-4 du/ac) and Residential Medium (4-8 du/ac) with the Blended Residential map allowing up to 16 residential units per acre. The Proposed Plan specifically meets Goal 5 of the Comprehensive Plan in providing a broader mix of housing types and encourages sustainable growth with development of a property that is infill. This area of the Ridges has been platted for single-family attached units since the very early 1980s with no homes being built. The land has remained vacant. The proposed variety of housing types allows more options with less risk for a developer to build these homes.

The Proposed Plan is in conformance with the Grand Valley Circulation Plan ("GVCP"). West Ridges Boulevard is already constructed and designated as right-of-way as part of the GVCP. The Proposed Plan is a safer option for development regarding the GVCP as only three accesses will be allowed to West Ridges Boulevard rather than ten separate accesses.

The Redlands Area Plan was approved by City Council in June 2002 long after the Ridges PD. The Proposed Plan is in conformance with the Redlands Area Plan with only the proposed changes requested from the original Ridges PD which do not conflict with the Redlands Area Plan. The changes are designed in a manner to allow more variety of housing types (all originally considered and allowed in the Ridges) and more efficiently and effectively using the land area and utilizing the infrastructure more safely.

b. The rezoning criteria provided in Section 21.02.140 of the Zoning and Development Code.

A rezone must only occur if one or more of the following criteria are found.

(1) Subsequent events have invalidated the original premises and findings; and/or
(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or
(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or
(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
(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Criteria 3 and 5 are found. The public and community facilities are adequate to serve the scope of land use proposed and as previously explained the Ridges community and the Redlands area will derive benefits from the variety of housing and more efficient and effective use of the land and the infrastructure.

c. The planned development requirements of Section 21.05 of the Zoning and Development Code.

The application has been developed in conformance with the purpose of Section 21.05 of the Zoning and Development Code by providing more effective use of infrastructure, a needed housing type and/or mix and improved landscaping. The existing Ridges PD previously provided open space, numerous parks of varying sizes and a network of detached multi-use trails throughout the development. Additional open space will come with this proposal.

d. The applicable corridor guidelines and other overlay districts in Chapter Seven.

There are no overlay districts for these properties and the special regulations found in Section 21.07 of the Zoning and Development Code do not apply.

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

Adequate public facilities and services will be provided concurrent with the development as defined in the attached plans and phasing schedules. Ute Water and City sewer are both currently available within West Ridges Boulevard.

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

Access for the proposed subdivision will be from West Ridges Boulevard in three (3) different locations (see Site Layout Plan). Proposed internal access will be shared drives and parking areas (tracts), maintained by a homeowner's association.

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

Not applicable since all adjacent land uses are residential in character. The Casas de Luz Plan proposes that all land area located outside of the building footprints are to be platted as tract(s) of land that will be owned and maintained by a homeowner's association and be fully landscaped in accordance with the Zoning and Development Code.

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

The existing plat designates ten two-family dwelling lots ("A" lots). The applicant is proposing a total of 20 units matching the original approved density.

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

The Casas de Luz Plan proposes an R-8 default zone with deviations identified and explained previously in this report.

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

The applicant has submitted a development schedule consisting of four phases with final plat recording with the Mesa County Clerk and Recorder as identified and explained previously in this report.

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

The Ridges PD is over 20 acres in size. This property, a portion of the Ridges PD, is 1.88 acres.

3. <u>Section 21.02.100 of the Zoning and Development Code:</u>

The vacation of the right-of-way and utility easements shall conform to the following:

a. The Comprehensive Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

Granting the request to conditionally vacate right-of-way and to vacate utility easements and a drainage easement does not conflict with the Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City.

The right-of-way to be vacated is a frontage road that was dedicated to allow for additional roadway for someone exiting lots 34A through 40A of The Ridges Filing No. Five so as to better maneuver a vehicle safely into a position to more safely enter onto West Ridges Boulevard. With the redesign of the plan layout for the dwelling units and the reduced access points of the Proposed Plan, the additional roadway area will no longer be necessary.

The recommendation to vacate is conditioned because a plat must be recorded with the lots and or units platted in a manner that the frontage road is not needed for safety purposes. In addition, an easement is necessary to be retained for multipurpose use as utilities are located in the roadway and City standards requires a multipurpose easement.

The easements being vacated are not needed.

No parcel shall be landlocked as a result of the vacation.

No parcel will be landlocked as a result of these vacations.

b. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

As the right-of-way shall only be vacated with the recording of a new plat such that the right-of-way is not needed, then access will not be restricted.

c. There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services).

There will be no adverse impacts to the general community and the quality of public facilities and services provided will not be reduced due to the vacation requests.

d. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 of the Grand Junction Municipal Code.

The provision of adequate public facilities and services will not be inhibited for any property as required in Chapter 21.06 of the Zoning and Development Code. No adverse comments were received from the utility review agencies during the staff review process.

e. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

Maintenance requirements for the City will be slightly reduced with less right-of-way to maintain. A multipurpose easement will be reserved and improved traffic circulation will be continued by the limiting of access points to three (3) onto West Ridges Boulevard.

FINDINGS OF FACT/CONCLUSIONS AND CONDITION OF APPROVAL

After reviewing the Casas de Luz application, PLD-2010-259 for an Amendment to the previously amended Planned Development zoning ordinance for the Ridges Planned Development, Conditional Vacation of Right-of-Way, and Vacation of portions of Utility Easements and a Drainage Easement, the Planning Commission makes the following findings of fact and conclusions with conditions for the right-of-way vacation:

1. The requested amendments to the amended Ridges Planned Development ordinance are consistent with the Comprehensive Plan.

2. The review criteria in Section 21.02.150 (b) of the Zoning and Development Code have all been met for amendment of the Planned Development ordinance.

3. The review criteria in Section 21.02.100 of the Zoning and Development Code have all been met for vacating the frontage road with the condition that a plat be recorded with the first phase of the Plan with the Mesa County Clerk and Recorder including all the lots in The Ridges Filing No. 5 abutting the frontage road being eliminated or platted in a manner acceptable to the City's Public Works and Planning Director so that access for the newly platted parcels be accomplished in accordance with City standards. In addition, a 10' multipurpose easement shall be retained and reserved as needed for existing utilities.

4. The review criteria in Section 21.02.100 of the Zoning and Development Code have all been met for the portions of the Utility Easements identified to be vacated and the Drainage Easement to be vacated.

Site Location Map

Figure 1



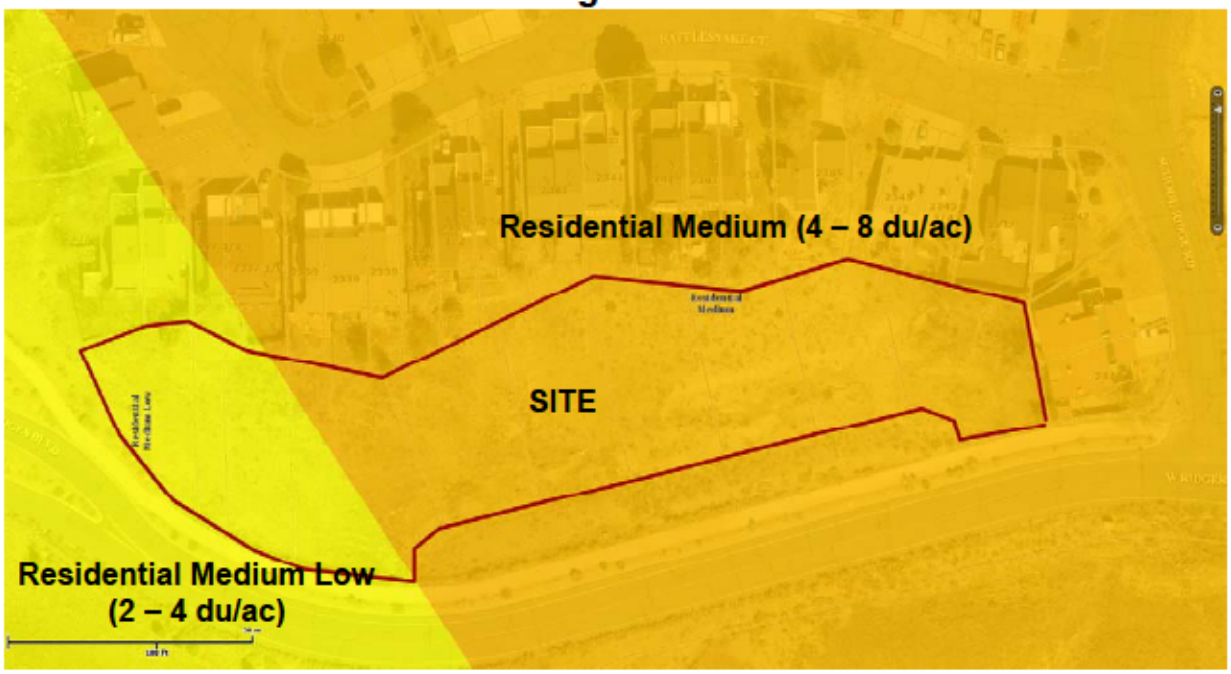
Aerial Photo Map

Figure 2



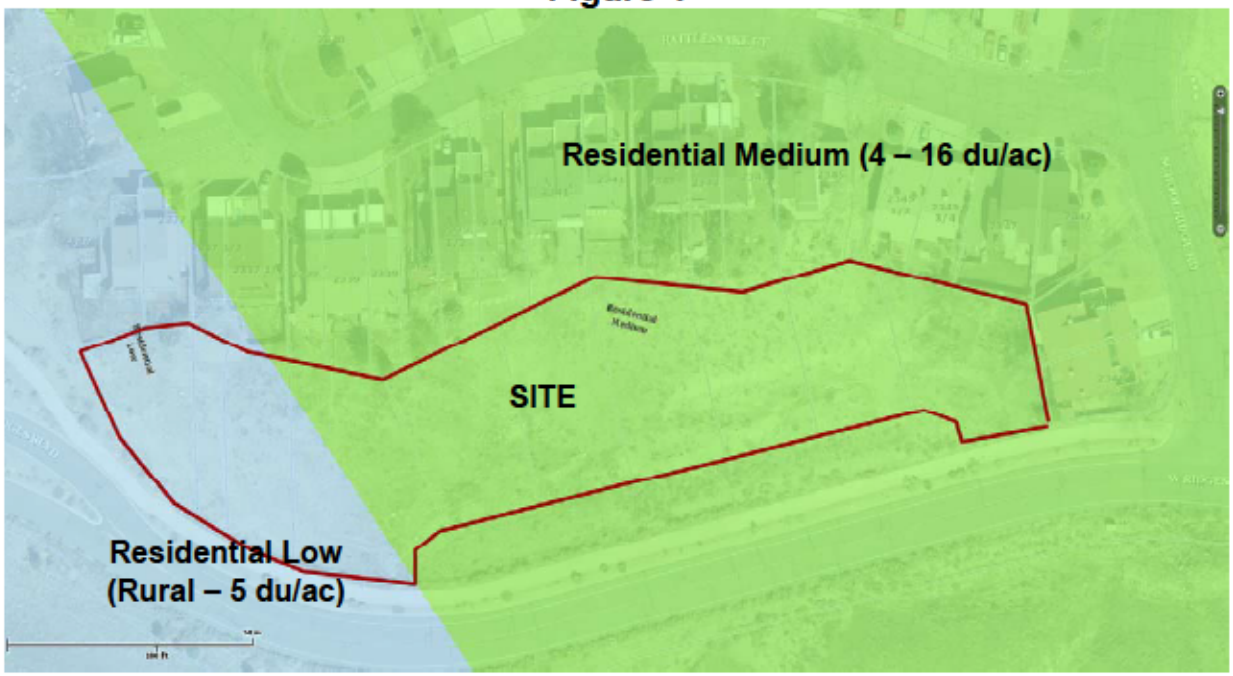
Comprehensive Plan

Figure 3



Blended Residential Map

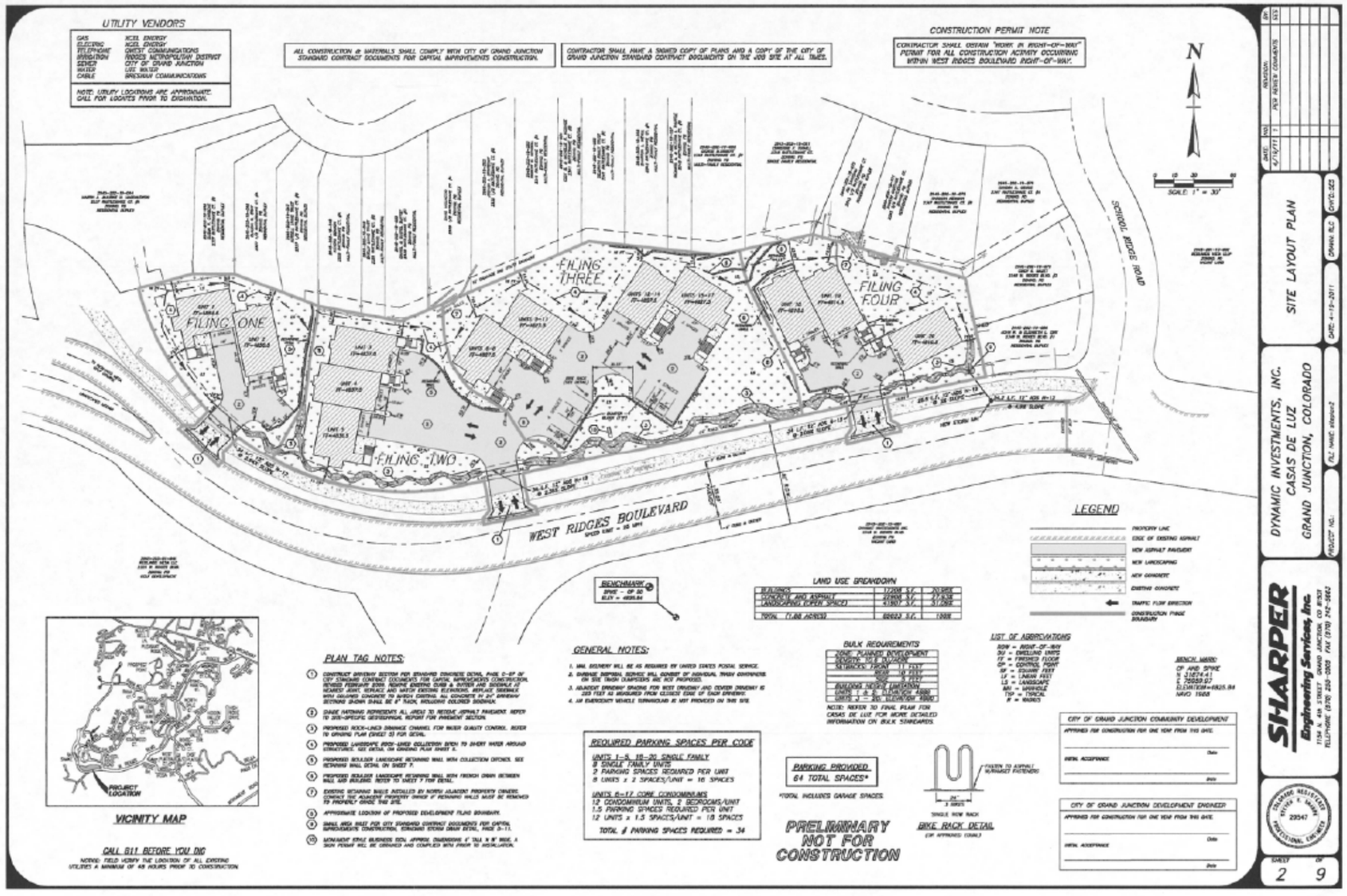
Figure 4



Existing City Zoning

Figure 5




UTILITY VENDORS
GAS XCEL ENERGY
ELECTRIC XCEL ENERGY
TELEPHONE QWEST COMMUNICATIONS
IRRIGATION RIDGES METROPOLITAN DISTRICT
SEWER CITY OF GRAND JUNCTION
WATER UTE WATER
CABLE BRESNAN COMMUNICATIONS
NOTE: UTILITY LOCATIONS ARE APPROXIMATE. CALL FOR LOCATES PRIOR TO EXCAVATION.
ALL CONSTRUCTION & MATERIALS SHALL COMPLY WITH CITY OF GRAND JUNCTION STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION.
CONTRACTOR SHALL HAVE A SIGNED COPY OF PLANS AND A COPY OF THE CITY OF GRAND JUNCTION STANDARD CONTRACT DOCUMENTS ON THE JOB SITE AT ALL TIMES.
CONSTRUCTION PERMIT NOTE
CONTRACTOR SHALL OBTAIN "WORK IN RIGHT-OF-WAY" PERMIT FOR ALL CONSTRUCTION ACTIVITY OCCURRING WITHIN WEST RIDGES BOULEVARD RIGHT-OF-WAY.
N
SCALE: 1" = 30'
FILING ONE
FILING TWO
FILING THREE
FILING FOUR
SCHOOL RIDGE ROAD
WEST RIDGES BOULEVARD
LEGEND
PROPERTY LINE
EDGE OF EXISTING ASPHALT
NEW ASPHALT PAVEMENT
NEW LANDSCAPING
NEW CONCRETE
EXISTING CONCRETE
TRAFFIC FLOW DIRECTION
CONSTRUCTION PHASE BOUNDARY
BENCHMARK
SPIKE - OF SD
ELEV = 4835.84
LAND USE BREAKDOWN
BUILDINGS 112308 S.F. 20.09%
CONCRETE AND ASPHALT 177908 S.F. 27.43%
LANDSCAPING (OPEN SPACE) 410307 S.F. 51.62%
TOTAL (1.88 ACRES) 600623 S.F. 100%
BULK REQUIREMENTS
ZONE: PLANNED DEVELOPMENT
MAXIMUM SITE DENSITY
NET DENSITY: 7.2 DU/AC 11.2 DU/AC
GROSS 6.0 DU/AC 9.3 DU/AC
MAXIMUM BUILDING HEIGHT LIMITATION
UNITS 1 & 2: ELEVATION 4880
UNITS 3 - 20: ELEVATION 4860
NOTE: REFER TO FINAL PLAN FOR CASAS DE LUZ FOR MORE DETAILED INFORMATION ON BULK STANDARDS.
LIST OF ABBREVIATIONS
ROW = RIGHT-OF-WAY
DU = DWELLING UNITS
FF = FINISHED FLOOR
CP = CONTROL POINT
SF = SQUARE FEET
LF = LINEAR FEET
LS = LANDSCAPE
MH = MANHOLE
TYP = TYPICAL
# = NUMBER
BENCH MARK
CP AND SPIKE
N 318274.41
E 736559.07
ELEVATION=4825.84
NAVD 1988
PLAN TAG NOTES:
1 CONSTRUCT DRIVEWAY ENTRY PER STANDARD CONCRETE DETAIL PAGE C-07 OF CITY STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION, REVISED FEBRUARY 2009. REMOVE EXISTING CURB & GUTTER AND SIDEWALK AT NEAREST JOINT. REPLACE AND MATCH EXISTING ELEVATIONS. REPLACE SIDEWALK WITH COLORED CONCRETE TO MATCH CENTRAL ALL CONCRETE IN 24' DRIVEWAY SECTIONS SHOWN SHALL BE 6" THICK, INCLUDING COLORED SIDEWALK.
2 GRADE MATCHING REPRESENTS ALL AREAS TO RECEIVE ASPHALT PAVEMENT. REFER TO SITE-SPECIFIC GEOTECHNICAL REPORT FOR PAVEMENT SECTION.
3 PROPOSED ROCK-LINED DRAINAGE CHANNEL FOR WATER QUALITY CONTROL. REFER TO GRADING PLAN (SHEET 5) FOR DETAIL.
4 PROPOSED LANDSCAPE ROCK-LINED COLLECTION DITCH TO DIVERT WATER AROUND STRUCTURES. SEE DETAIL ON GRADING PLAN SHEET 5.
5 PROPOSED BOULDER LANDSCAPE RETAINING WALL WITH COLLECTION DITCHES. SEE RETAINING WALL DETAIL ON SHEET 7.
6 PROPOSED BOULDER LANDSCAPE RETAINING WALL WITH FRENCH DRAIN BEHIND WALL AND BUILDING. REFER TO SHEET 7 FOR DETAIL.
7 EXISTING RETAINING WALLS INSTALLED BY NORTH ACADEMY PROPERTY OWNERS. CONTACT THE ADJACENT PROPERTY OWNER IF RETAINING WALLS MUST BE REMOVED TO PROPERLY GRADE THIS SITE.
8 APPROXIMATE LOCATION OF PROPOSED DEVELOPMENT FILING BOUNDARY.
9 SMALL AREA INLET PER CITY STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION, REFERENCE STORM DRAIN DETAIL, PAGE D-11.
10 MONUMENT STYLE BUSINESS SIGN. APPROX. DIMENSIONS 4' TALL X 8' WIDE. A SIGN PERMIT WILL BE OBTAINED AND COMPLIED WITH PRIOR TO INSTALLATION.
GENERAL NOTES:
1. MAIL DELIVERY WILL BE AS REQUIRED BY UNITED STATES POSTAL SERVICE.
2. DUMPSTER DEPOSAL SERVICE WILL CONSIST OF NON-EQUAL TRASH CONTAINERS ON SITE. TRASH DUMPSTERS ARE NOT PROPOSED.
3. ADJACENT DRIVEWAY SPACING FOR WEST DRIVEWAY AND COVER DRIVEWAY IS 283 FEET AS MEASURED FROM CLOSEST EDGE OF EACH DRIVEWAY.
4. AN EMERGENCY VEHICLE TURNAROUND IS NOT PROVIDED ON THIS SITE.
REQUIRED PARKING SPACES PER CODE
UNITS 1-5, 18-20: SINGLE FAMILY
8 SINGLE FAMILY UNITS
2 PARKING SPACES REQUIRED PER UNIT
8 UNITS x 2 SPACES/UNIT = 16 SPACES
UNITS 6-17: CORE CONDOMINIUMS
12 CONDOMINIUM UNITS, 2 BEDROOMS/UNIT
1.5 PARKING SPACES REQUIRED PER UNIT
12 UNITS x 1.5 SPACES/UNIT = 18 SPACES
TOTAL # PARKING SPACES REQUIRED = 34
PARKING PROVIDED
64 TOTAL SPACES*
*TOTAL INCLUDES GARAGE SPACES.
PRELIMINARY NOT FOR CONSTRUCTION
BIKE RACK DETAIL
(OR APPROVED EQUAL)
CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.
Date
INITIAL ACCEPTANCE
Date
CITY OF GRAND JUNCTION DEVELOPMENT ENGINEER
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.
Date
INITIAL ACCEPTANCE
Date
PROJECT LOCATION
VICINITY MAP
CALL 811 BEFORE YOU DIG
NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION
DATE PRO REVIEW COMMENTS
4/15/11 1
DYNAMIC INVESTMENTS, INC.
CASAS DE LUZ
GRAND JUNCTION, COLORADO
SITE LAYOUT PLAN
PROJECT NO. 0LZ WEST Initial2
DATE 4-15-2011
DRAWN BLE
CHK'D JES
SHARPER
Engineering Services, Inc.
1134 N. 4th STREET GRAND JUNCTION, CO 81501
TELEPHONE (970) 255-3305 FAX (970) 242-3862
COLORADO REGISTERED STEVEN E. SHARPER PROFESSIONAL ENGINEER 23547
SHEET 2 OF 9

Bulk Standards – Casas De Luz

Overview

Dynamic Investments, Inc. has submitted a request for a Planned Development Preliminary / Final review as well as Easement & Right-of-Way Vacation for ten duplex lots located in The Ridges Filing 5 Planned Development. The property of interest is 1.88 acres located north and west of the intersection of School Ridge Road and West Ridges Boulevard off of West Ridges Boulevard.

The existing plat designates ten duplex lots to be constructed accessing off of West Ridges Boulevard. The proposal under review is for the same number of units, twenty, to be constructed in townhome and condominium design. The proposed design incorporates elements of clustering the units to allow for more private open space within the development. Additionally, the proposal uses three shared accesses, minimizing the impact on West Ridges Boulevard.

Before the Neighborhood Meeting, building and landscape architects were consulted to produce a design intended to minimize impacts on geographical features as well as neighboring properties. The bulk standards under review herein incorporate these design standards.

A Neighborhood Meeting was held September 8, 2010 to inform the neighbors of the design of Casas de Luz. Though ideas and concerns were heard at the meeting and any feasible requests were incorporated, the design presented to the neighbors is the same design that was submitted for review by the City of Grand Junction and appears detailed in this report.

Public Benefit

The modification to the existing plat would be of public benefit. The visual appeal of the architecture of the buildings would benefit the public. The incorporation of using the existing land and landscaping the overall project would also carry visual appeal. Additionally, the infrastructure to the lots is currently in place and use of existing infrastructure benefits the public. Finally, the types of residences proposed are a benefit by giving the community a variety of housing.

The main element that requires modification from existing requirements is that of the location of the property line. Because the property line is at the building footprint, rather than at the street or right of way, setbacks are non-existent between property line and the structure and therefore are obviously not met.

Setbacks

Setbacks generally dictate the location of a building in relation to the area surrounding that building. As the design for Casas de Luz is to have the specific building footprints

be the property line, there are no setbacks from the property line. However, the ideals of the setback, being distance from surrounding features, have been taken into account. It is understood that generally setbacks allow for parking, sight distance and streetscape for and in adjacent roadways and proximity to neighboring buildings. This section will detail how each of these factors have been accounted for in the placement of each building.

Filing One



Unit 1:

indicates 15.31' between building and property line.

indicates 27' between property line and roadway.

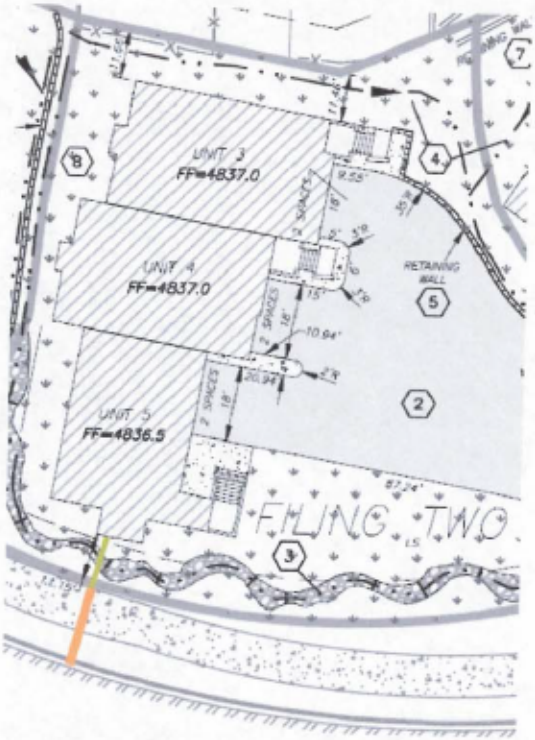
Unit 2:

indicates 37' between building and property line.

All units in the proposed Casas de Luz are at least 10' from the rear and adjacent property lines. Each of these will be shown in the upcoming segments. In addition, the buildings within Casas de Luz are proposed with more than 20 feet of separation between structures.

The above excerpt from the Site Plan shows Units One and Two. As is colored on the above picture, there is a distance of 15.31 feet from Unit One to the property line. However, the Casas de Luz property line is 27' from the road, as indicated in orange. Therefore, the building is actually more than 43 feet from the roadway. Unit Two has more than 37 feet between the structure and the subdivision property line.

Filing Two



Unit 5:

indicates 11.1' between building and property line.

indicates 20' between property line and roadway.

In Filing Two, buildings are set back from the rear property line by over 10 feet. In addition, there is more than 20' of separation between these buildings and those found in the surrounding Filings One and Three. The main area of interest is that of the proximity of Unit 5 to the street. As shown on the above excerpt from the Site Plan in green, there is 11.1 feet of separation between the building and the subdivision property line. As shown by the line in orange, there is an additional 20 feet of separation between the property line and the roadway. Thus, in total Unit 5 is more than 30 feet from the roadway.

Filing Three



The units comprising Filing Three require little discussion for setbacks as the buildings are set back more than 75 feet from the property line. They are set at least 10 feet from the rear property line and there is more than 20 feet of separation between structures.

Filing Four



Unit 19:

indicates 50' between building and property line.

Unit 20:

indicates 16.81' between building and property line.

indicates 23' between property line and roadway.

In Filing Four, all buildings are set at least 10 feet from adjacent property lines. Between structures, 20 feet of separation is also included in the design.

Units 18 and 19 are 50 and 55 feet from the property line, respectively. Unit 20 is 16.81 feet from the subdivision property line and an additional 23 feet from the roadway. Unit 20 is approximately 40 feet from the roadway.

As has been shown in this section, the design of the location of the buildings satisfies the intent of setbacks in proximity to adjacent elements. A sight distance analysis has also been preformed to ensure the sight distance from each of the entrances is safe. None of the buildings hinder sight distance for traffic.

Height

The intent of the design of Casas de Luz is to create an aesthetically appealing architectural roof line. This means the heights of the buildings will vary. Several discussions have ensued in the planning portion for this design. Comparison will be made relating the height in two different measures. First, the measure of elevation in feet from sea level will be listed. Next, the height from finished grade to the top of the roof is given.

Unit 1 – 4887.8 – 27.8
Unit 2 – 4882.8 – 24.8
Unit 3 – 4870.3 – 25.8

Unit 4 – 4860.2 – 15.7
Unit 5 – 4869.8 – 25.3
Units 6, 7 & 8 – 4867.9 – 34.9
Units 9, 10 & 11 – 4867.9 – 34.9
Units 12, 13 & 14 – 4867.9 – 27.4
Units 15, 16 & 17 – 4867.9 – 27.4
Unit 18 – 4849.8 – 25.8
Unit 19 – 4847.8 – 23.8
Unit 20 – 4840.8 – 30.8

The Amended Final Plan for the Ridges does not include height limitations for structures such as those proposed with Casas de Luz, the previous prevailing document, the Protective Covenants for "The Ridges" PUD, does include such a discussion (Article 3, Section 5). The height limitation as determined by the Covenants is based on the adjacent ridge line. Buildings built on top of ridges or mesas, such as Units 1 and 2 in Casas de Luz, maximum building height shall not exceed 28 feet above natural ground. Buildings in lower elevations, such Units 3 through 20 in Casas de Luz, must not exceed 20 feet above the elevation of the closest adjacent ridge or mesa. As applied to Casas de Luz, he closest natural ridge line is at 4860 feet. The corresponding elevation line(s) are shown as a dashed line on the elevations also included with this document.

A current zoning designation that would accompany densities such as those originally platted for this property would be an R-8 zone designation. The associated height limitation for such a zoning designation would be 40 feet for any structure. The tallest building in Casas de Luz is less than 36 feet, which means Casas de Luz complies with this requirement.

Conclusion

The Casas de Luz proposal is for a modified layout to ten duplex lots in the Ridges subdivision. The intent of this proposal is for visual harmony with the surrounding area by implementing landscaping and architectural design principles. Because of these design principles, the plat will look slightly different than a standard subdivision plat. Therefore, modified bulk requirements are sought to incorporate the societal benefit that a community such as Casas de Luz will provide.



UNITS 1+2


UNITS 5+7


UNITS 18-20

Susan P. Carbone
2337 B Rattlesnake Ct.
Grand Junction, CO 81507
970-242-4379
July 7, 2011

RECEIVED
JUL 21 2011
COMMUNITY DEVELOPMENT
DEPT.

Grand Junction Planning Commission
Grand Junction City Council
250 N. 5th Street
Grand Junction, CO 81501
attn: Scott Petersen

Dear Planning Commission and City Council Members,

I urge you to reject the proposal for a new PD ordinance for the subdivision, Casas de Luz, from Dynamic Investments (Mike Stubbs and Mansel Zeck). Dynamic Investments is seeking a re-plat of land between Rattlesnake Ct. and West Ridges Blvd. I believe that this proposal is in no way advantageous to current homeowners and residents.

As native Chicagoans, my late husband and I purchased our town home at 2337 B Rattlesnake Ct. in the spring of 1987 and were delighted to have proximity both to town and to the recreational opportunities provided by the Ridges. Over the years, buildings have grown up around the cul-de-sac and many of the hiking trails are no longer accessible with the advent of the golf course. Ridges Blvd was also extended behind our town homes with greater noise from its traffic.

At the time of our town home purchase, we understood that the land adjacent to the home was platted as a duplex lot. Now, Dynamic Investments wants to have that land re-platted and has proposed a two story building that would extend across the entire width of my property and extending across the adjacent properties on either side of me. This proposed building would be 25 feet tall and be placed less than 10 feet from my back property line. I would not have considered making my home purchase had that plat existed in 1987.

"We want to create a feeling of spaciousness and views," declared Mr. Zeck in an article for The Daily Sentinel in August, 2010 but this comes at the price of Rattlesnake residents losing any semblance of spaciousness and obliterating any view. I also mourn the anticipated loss of my privacy. The impact to the passive solar capabilities of the condos already existing may be another casualty of this re-platting I believe that proposal also violates the Adopted Bulk Standards of the Ridges Planned Development in the following areas:

1. Proposed building heights may exceed 25 feet from the highest grade lines.
2. The developer does not always meet the front yard setbacks of 20 feet from West Ridges Blvd.
3. The Ridges ACCO has stated that the proposed site plan in NOT consistent with the covenants which provide for no more than 2 units per lot.

Dynamic Investments addresses benefits of their proposed development to the golf course but not to current residents. They state the visual appeal as a benefit and that the types of residences proposed give a variety of housing to the area. These proposed buildings are not adequately buffered from our existing homes and adversely impact our properties. At a meeting with current residents in September,

2010, the developers were asked to consider leaving greater distances from our lot lines to their proposed buildings and to modify proposed heights of buildings. It appears that the developers have made no design changes to accommodate the concerns of current residents. The Ridges already has a large number of condos and town homes as provided by those recently build at Shadow Run and those proposed to be built at Redlands Vista Development (signage states that 56 sites are to be built).

The proposed re-platting of land is not in the best interest of the existing neighborhood. If the re-platting is approved, I fear it will compromise the quality of life enjoyed by Rattlesnake Ct. residents. Privacy will be compromised and crowding is not a healthy way of life. I do understand that the landowner and developer have a right to develop that land, but I believe they could do so under the current platting. Please allow current residents to maintain a quality environment in which to live.

Sincerely,

Sue Carbone

This is a formal request by the citizens of the Rattlesnake Ct. Concerned Citizens for denial of a request by Dynamic Investments for the proposed Casas De Luz planned development. The group feels this planned development is not in the best interest of all citizens in the area and cite the following reasons:

1. Dynamic Investments has not established how their proposed development, Casas de Luz, will benefit current Rattlesnake residents. In fact, it will adversely affect residents due to lack of adequate buffering from existing homes, lack of privacy, and may have a negative impact on our passive solar capabilities. Dynamic Investments acknowledges in page 1 of its Bulk Standards-Casas De Luz that the main element that requires modification from existing requirements is that of the location of the property line. Because the property line is at the building footprint, rather than at the street or right-of-way, set-backs are non-existent between property line and the structure and therefore obviously are not met.

2. Dynamic Investments proposal violates the Adopted Bulk Standards of the Ridges Planned development with building heights that may exceed 25 feet from the highest grade lines, not meeting the front yard setbacks of 20 feet from West Ridges Blvd, and that the site plan is not consistent with the covenants which allow for no more than 2 units per lot.

3. An additional concern is impeding traffic on West Ridges Blvd. Ingress and egress into this area could lead to traffic safety issues for those entering and exiting Redlands Mesa Golf Course and the surrounding homes in the area.

4. Concerns about whether the proposed development is adequately funded to carry through to completion (as has happened to the development on the southeast corner of Ridges Blvd and School Ridge). In addition to the Shadow Run Subdivision near Shadow Lake this would be the third development in the area and the first two have not been completed. The timetable of possible completion of the Casas De Luz project requested by Dynamic Investments if December 31, 2021. That is simply too long for residents in the area to be living in a construction zone.

5. Existing and future property values. The recent economic downturn in Mesa County has caused a decline in real estate values in the area. Will a long running construction project hamper future real estate values from stabilizing or increasing in the future? A more than 10 year window to complete the project is not acceptable to nearby residents.

6. Concerns about stability of the land and run off. Citizens are concerned it the development will cause building shift in the soil under their homes.

RICK THURTLE
2343 B RATTLESNAKE CT.
GRAND JUNCTION CO 81507

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE AMENDING THE AMENDED PLANNED DEVELOPMENT ZONING ORDINANCE FOR THE RIDGES PD FOR LOTS 34A-40A, BLOCK TWENTY-FIVE OF THE RIDGES FILING NO. 5 AND LOTS 41A-43A OF THE REPLAT OF LOTS 22A THROUGH 30A, BLOCK TWENTY FIVE THE RIDGES FILING NO. FIVE WITHIN THE RIDGES PD "CASAS DE LUZ PROPERTY" WITH A DEFAULT R-8 (RESIDENTIAL – 8 DU/AC) ZONE DISTRICT FOR THE DEVELOPMENT OF 20 DWELLING UNITS

LOCATED ADJACENT TO WEST RIDGES BOULEVARD AND WEST OF SCHOOL RIDGE ROAD

Recitals:

The land zoned Planned Development under Ordinance 2596 "Zoning Certain Lands Annexed to the City Known as the Ridges Majority Annexation" in 1992 has not fully developed and/or built out. There are remaining parcels within the approved Ridges plan that are still vacant. A proposal for several of the platted "A" lots located adjacent to West Ridges Boulevard and west of School Ridge Road, specifically, Lots 41A, 42A and 43A, Block 25, Replat of Lots 22A through 30A, Block 25, The Ridges Filing No. 5 and Lots 34A through 40A, Block 25, The Ridges Filing No. 5, referred to as "Casas de Luz Property or Casas de Luz" has been presented to the Planning Commission to recommend to City Council an amendment to the Amended Planned Development Ordinance and to establish the underlying zone for these properties that total 1.88 acres.

The Grand Junction Planning Commission, at its August 9, 2011 public hearing, recommended approval of the amended Planned Development zoning ordinance for a maximum of 20 dwelling units for Casas de Luz Property with a default R-8, (Residential – 8 du/ac) zoning district, including some deviations.

This Planned Development zoning ordinance establishes the standards, default zone (R-8), and amends the original Planned Development zoning ordinance for the above mentioned properties.

In public hearings, the Planning Commission and City Council reviewed the request for the proposed amended Planned Development approval and determined that the Amended Plan satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed Plan has achieved "long-term community benefits" by proposing effective infrastructure design and in-fill project. While the entire Ridges Planned Development provided long-term community benefits with the original PUD, the Casas de Luz project further provides a needed housing type, with innovative design and by utilizing the topography of the site. The proposed design incorporates elements of clustering units to allow for

more private open space within the development. Also, the development uses three (3) shared accesses to access the 20 dwelling units, minimizing the impact onto West Ridges Boulevard (attached Exhibit A).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE CURRENT PLANNED DEVELOPMENT ZONE IS AMENDED AND LAND AREA FOR THE AREA DESCRIBED BELOW WITH THE FOLLOWING STANDARDS, DEFAULT ZONE AND DEVIATIONS:

A. Lots 41A, 42A and 43A, Block 25, Replat of Lots 22A through 30A, Block 25, The Ridges Filing No. 5 and Lots 34A through 40A, Block 25, The Ridges Filing No. 5 and associated vacated Right-of-Way.

Said parcels contain 1.88 +/- acres more or less.

B. This Ordinance is further conditioned:

1. Density

The density shall remain the same at 10.6 dwelling units per acre.

2. Access

Access for the Plan will be from West Ridges Boulevard in three different locations (see Site Layout Plan). Internal access will be shared drives and parking areas (tracts), maintained by a homeowner's association.

3. Plan Layout

The Plan shall have a mixture of two-family, multifamily, and/or single-family detached dwelling units. The multifamily dwellings will be stacked and will require approval of a condominium map. Generally, the building footprint for each dwelling unit in Filing One, Filing Two and Filing Four as designated on the Site Layout Plan will be a lot. The multifamily units are proposed as stacked dwelling units in Filing Three. If the units are to be created for separate ownership, a condominium map will be required with the building footprint generally being the exterior horizontal boundaries of the units. If the units are not created for separate ownership, then the building footprints shall generally be the boundaries of the lots. All areas outside of a building footprint shall be designated as "Tracts" for maintenance responsibility by a homeowner's association.

4. Landscaping

Landscaping shall be in conformance with the Zoning and Development Code (Code) for a multifamily residential development (see Landscaping Plan) with a total of 33 trees and 212 shrubs to be planted on 1.88 acres along with granite stone mulch and dryland grass seed mix in open space (tract) areas.

5. Phasing

The Casas de Luz Plan shall be developed in four phases. The phasing schedule is as follows (see Site Layout Plan):

The first phase shall be completed on or before December 31, 2014 with the recording of a plat with the Mesa County Clerk and Recorder consisting of all of the land in the Casa de Luz Property which includes all the lots in The Ridges Filing No. 5 abutting the frontage road to be vacated by eliminating the lot(s) or platting new lots in a manner acceptable to the City's Public Works and Planning Director so that access to and from the newly platted parcels is accomplished in accordance with City standards.

The second phase shall be completed on or before December 31, 2017, with a written approval of a final plan and plat for that portion of the Casas de Luz Property.

The third phase shall be completed on or before December 31, 2019, with a written approval of a final plan and plat for that portion of the Casas de Luz Property.

The fourth phase shall be completed on or before December 31, 2021, with the written approval of a final plan and recording of a plat with the Mesa County Clerk and Recorder finalizing the Casas de Luz Plan.

6. Community Benefit

The design incorporates elements of clustering units to allow for more private open space within the development. Also, the development provides more effective use of infrastructure by eliminating public right-of-way and using three shared accesses to serve the 20 dwelling units which significantly minimizes the impact onto West Ridges Boulevard.

7. Default Zoning

If the first phase for the Casas de Luz Plan is not completed in accordance with the approved scheduling phases and the amended Plan lapses, then the amended ordinance for the Casas de Luz Property shall have no force and effect and the previously amended Ordnance 2596 shall be in full force and effect as it applies to the Casas de Luz Property.

If the first phase is completed, then the Casas de Luz Property shall have a default zone of R-8, which is in conformance with the Comprehensive Plan for this area. The dimensional standards for the R-8, (Residential–8 du/ac) zone, as indicated in Section 21.03.040 (h) of the Zoning and Development Code, are as follows:

Density: The density shall remain 10.6 dwelling units per acre for the Casas de Luz Property.

Minimum lot area, width, and frontage: (See below for deviations from standards for the Proposed Plan.)

Detached Single-Family	minimum 3000 square feet of area minimum 40 feet width minimum 20 feet frontage
Two Family Attached	minimum 6,000 square feet of area minimum 60 feet width minimum 20 feet frontage
Multifamily	No minimums for area, width, or frontage

Setbacks:

Front Yard Setback (Principal/Accessory): 20/25 (see deviation below)
Side Yard Setback (Principal/Accessory): 5/3
Rear Yard Setback (Principal/Accessory): 10/5

Maximum building height: 40' (The default maximum building height for single family attached and detached, including two family dwellings shall be 25' in conformance with the previously amended Ordinance 2596 for the Ridges PD.)

Deviations

1. Minimum Lot Area, Width and Frontage:

The Plan is designed to have each of the combined dwelling units to be surrounded by open space (see the Site Layout Plan) with shared drives for access to the right-of-way, the minimum lot area, width and frontage are not applicable.

2. Building Setbacks:

The Plan applies the front and rear yard setbacks to the exterior boundary of the Casas de Luz Property rather than the individual lot lines. The front yard setbacks are proposed to be deviated further as follows:

Front Yard (see Site Layout Plan): 15' for Filing One; 11' for Filing Two; 16' for Filing Four

Standard setbacks to the exterior boundary of the Casas de Luz Property setbacks apply unless otherwise noted.

Standard setbacks to the exterior boundary of the Casa de Luz Property setbacks apply unless otherwise noted.

3. Maximum Building Height:

All measurements for maximum heights are at sea level.

Unit 1: 4888'
Unit 2: 4883'
Unit 3: 4871'
Unit 4: 4861'
Unit 5: 4870'
Units 6, 7 & Unit 8: 4868'
Units 9, 10 & Unit 11: 4868'
Units 12, 13, & Unit 14: 4868'
Units 15, 16 and Unit 17: 4868'
Unit 18: 4850'
Unit 19: 4848'
Unit 20: 4844'

(See attached building rendering exhibits for clarification of the building heights and reference to each unit).

4. Multipurpose Easement:

A 10' multipurpose easement is allowed along the abutting West Ridges Boulevard.

INTRODUCED on first reading on this ____day of _____, 2011 and ordered published in pamphlet form.

PASSED AND ADOPTED on second reading this _____ day of _____ 2011 and ordered published in pamphlet form.

ATTEST:

_____
President of the Council

_____
Stephanie Tuin
City Clerk

UTILITY VENDORS

GAS	XCEL ENERGY
ELECTRIC	XCEL ENERGY
TELEPHONE	QWEST COMMUNICATIONS
IRRIGATION	RIDGES METROPOLITAN DISTRICT
SEWER	CITY OF GRAND JUNCTION
WATER	UTE WATER
CABLE	BRESNAN COMMUNICATIONS

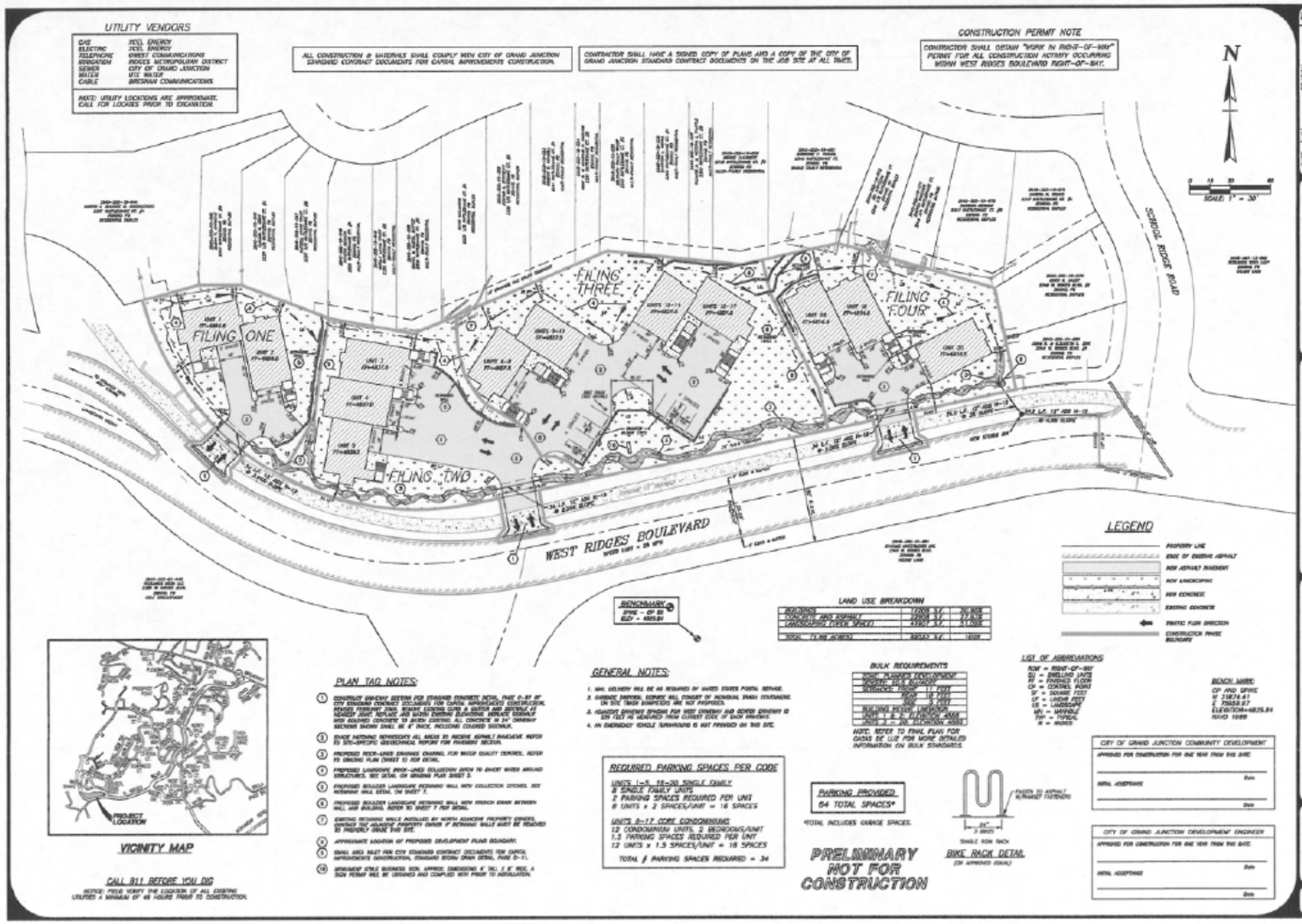
NOTE: UTILITY LOCATIONS ARE APPROXIMATE. CALL FOR LOCATES PRIOR TO EXCAVATION.

ALL CONSTRUCTION & MATERIALS SHALL COMPLY WITH CITY OF GRAND JUNCTION STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION.

CONTRACTOR SHALL HAVE A SIGNED COPY OF PLANS AND A COPY OF THE CITY OF GRAND JUNCTION STANDARD CONTRACT DOCUMENTS ON THE JOB SITE AT ALL TIMES.

CONSTRUCTION PERMIT NOTE

CONTRACTOR SHALL OBTAIN "WORK IN RIGHT-OF-WAY" PERMIT FOR ALL CONSTRUCTION ACTIVITY OCCURRING WITHIN WEST RIDGES BOULEVARD RIGHT-OF-WAY.



VICINITY MAP

CALL 811 BEFORE YOU DIG

NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

PLAN TAG NOTES:

1. CONSTRUCT 18"CHEY SECTION PER STANDARD CONCRETE DETAIL, PAGE D-07 OF CITY STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION. REVISED PER MAY 2006 ADDENDA. EXISTING CURB & GUTTER AND SIDEWALK TO BE REMOVED ONLY TO NEAREST JOINT. REPLACE AND MATCH EXISTING ELEVATIONS. REMOVE SIDEWALK WITH ASSOCIATED CONCRETE TO NEAREST EXISTING JOINT. ALL CONCRETE IN 24" CHEKWAY SECTIONS SHOWN SHALL BE 6" THICK, INCLUDING COLORED SIDEWALK.
2. GRADE MATCHING REPRESENTS ALL AREAS TO RECEIVE ASPHALT PAVEMENT. REFER TO SITE-SPECIFIC GEOTECHNICAL REPORT FOR PAVEMENT SECTION.
3. PROPOSED ROCK-LINED DRAINAGE CHANNEL FOR WATER QUALITY CONTROL. REFER TO GRADING PLAN (SHEET 5) FOR DETAIL.
4. PROPOSED LANDSCAPE BERM-LINED COLLECTION DITCH TO DIVERT WATER AROUND STRUCTURES. SEE DETAIL ON GRADING PLAN SHEET 5.
5. PROPOSED BOULDER LANDSCAPE RETAINING WALL WITH COLLECTION DITCHES. SEE RETAINING WALL DETAIL ON SHEET 7.
6. PROPOSED BOULDER LANDSCAPE RETAINING WALL WITH TRENCH DRAIN BETWEEN WALL AND BUILDING. REFER TO SHEET 7 FOR DETAIL.
7. EXISTING RETAINING WALLS INSTALLED BY NORTH ASPENS PROPERTY OWNERS. CONTACT THE ADJACENT PROPERTY OWNER IF RETAINING WALLS MUST BE REMOVED TO PROPERLY GRADE THIS SITE.
8. APPROXIMATE LOCATION OF PROPOSED DEVELOPMENT PLAN BOUNDARY.
9. SMALL AREA INLET PER CITY STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION, STANDARD STORM DRAIN DETAIL, PAGE D-31.
10. MONUMENT STYLE BUSINESS SIGN. APPROX. DIMENSIONS 6' TALL, 7.5' WIDE. A SIGN PERMIT WILL BE OBTAINED AND COMPLIED WITH PRIOR TO INSTALLATION.

GENERAL NOTES:

1. MAIL DELIVERY WILL BE AS REQUIRED BY UNITED STATES POSTAL SERVICE.
2. GARBAGE DISPOSAL SERVICE WILL CONSIST OF MUNICIPAL 35GAL CONTAINERS ON SITE. TRASH DUMPSTERS ARE NOT PROPOSED.
3. ADJACENT DRIVEWAY SPACING FOR WEST DRIVEWAY AND SCHOOL DRIVEWAY IS 325 FEET AS MEASURED FROM CLOSEST EDGE OF EACH DRIVEWAY.
4. AN EMERGENCY VEHICLE TURNAROUND IS NOT PROVIDED ON THIS SITE.

BULK REQUIREMENTS

MIN. ALLOWED FRONTAGE	50 FEET
MINIMUM SIDE SETBACK	5 FEET
SETBACK: FRONT	15 FEET
REAR	10 FEET
SIDE	5 FEET
BUILDING HEIGHT LIMITATION	40 FEET
ZONE: R-8 W/ EXCEPTION	MESA
ZONE: R-8 W/ EXCEPTION	MESA

NOTE: REFER TO FINAL PLAN FOR CASAS DE LUZ FOR MORE DETAILED INFORMATION ON BULK STANDARDS.

LIST OF ABBREVIATIONS

ROW = RIGHT-OF-WAY
DU = DWELLING UNITS
FF = FINISHED FLOOR
CP = CONTROL POINT
SF = SQUARE FEET
LF = LINEAR FEET
LS = LANDSCAPE
MH = MANHOLE
TYP = TYPICAL
IN = INCHES

REQUIRED PARKING SPACES PER CODE

UNITS 1-4, 18-20 SINGLE FAMILY
6 SINGLE FAMILY UNITS
2 PARKING SPACES REQUIRED PER UNIT
6 UNITS x 2 SPACES/UNIT = 16 SPACES

UNITS 5-17 CORE CONDOMINIUMS
12 CONDOMINIUM UNITS, 2 BEDROOMS/UNIT
1.5 PARKING SPACES REQUIRED PER UNIT
12 UNITS x 1.5 SPACES/UNIT = 18 SPACES

TOTAL # PARKING SPACES REQUIRED = 34

PARKING PROVIDED
64 TOTAL SPACES*

*TOTAL INCLUDES GARAGE SPACES.

PRELIMINARY NOT FOR CONSTRUCTION

BIKE RACK DETAIL
(OR APPROVED EQUAL)

BENCH MARK:
CP AND SPIKE
N 21674.61
E 29559.97
ELEVATION=4835.84
NAVD 1988

CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.
INITIAL ACCEPTANCE
Date
Date

CITY OF GRAND JUNCTION DEVELOPMENT ENGINEER
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.
INITIAL ACCEPTANCE
Date
Date

DATE	NO	REVISION	BY
4/19/11	1	PER REVIEW COMMENTS	BCS

SITE LAYOUT PLAN
EXHIBIT A

DATE 4-13-2011 | DRAWN BLC | CHK'D JCS

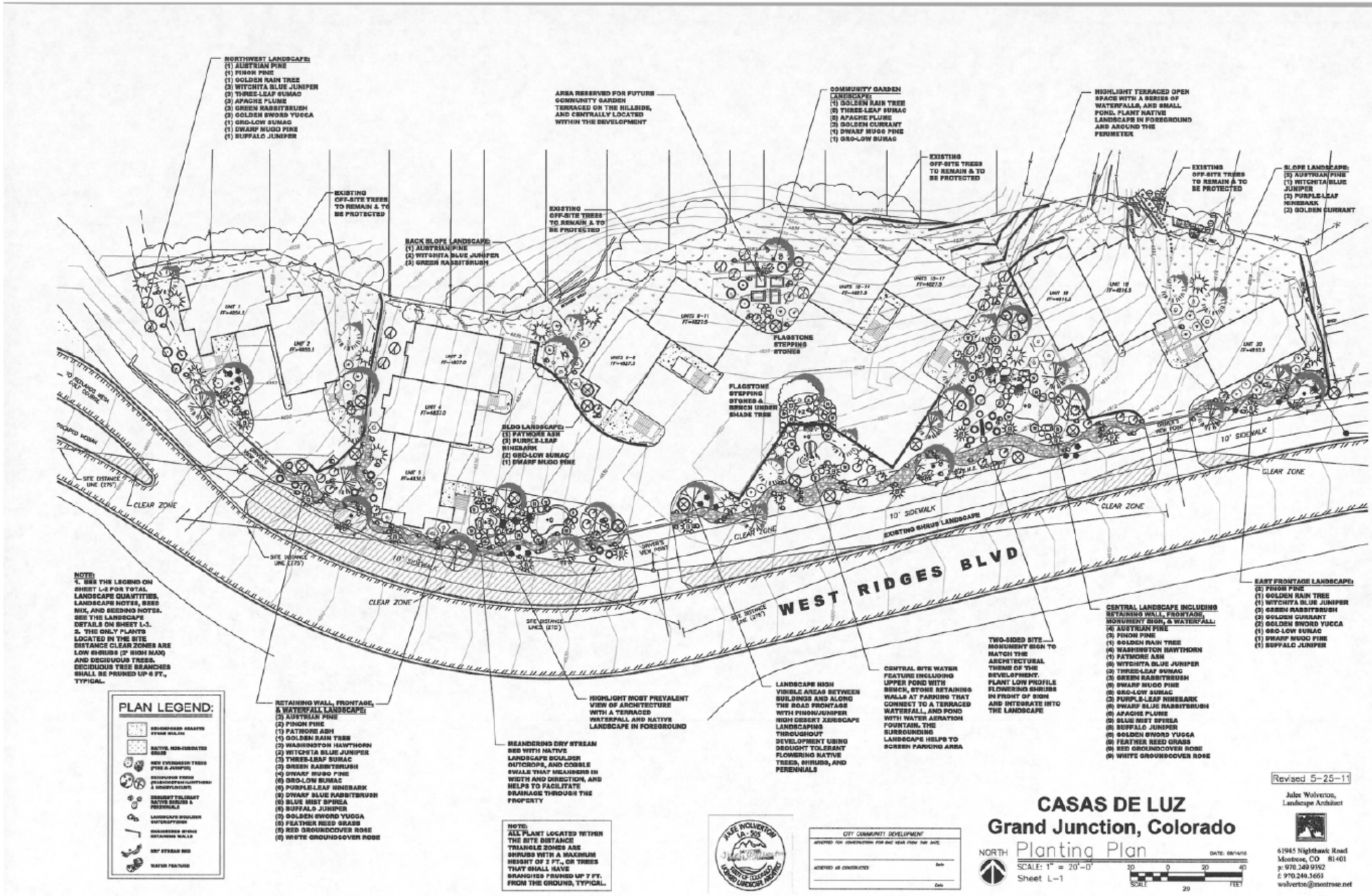
DYNAMIC INVESTMENTS, INC.
CASAS DE LUZ
GRAND JUNCTION, COLORADO

PROJECT NO. | PLT NAME: sheet2

SHARPER
Engineering Services, Inc.
1154 N. 4th STREET GRAND JUNCTION, CO 81501
TELEPHONE (970) 255-0929 FAX (970) 242-4883

COLORADO REGISTERED PROFESSIONAL ENGINEER
JESSE L. SHARPER
22047

SHEET 2 OF 9


NORTHWEST LANDSCAPE:
(1) AUSTRIAN PINE
(1) PINON PINE
(1) GOLDEN RAIN TREE
(3) WITCHITA BLUE JUNIPER
(3) THREE-LEAF SUMAC
(3) APACHE PLUME
(3) GREEN RABBITBRUSH
(3) GOLDEN SWORD YUCCA
(1) GRO-LOW SUMAC
(1) DWARF MUGO PINE
(1) BUFFALO JUNIPER
EXISTING OFF-SITE TREES TO REMAIN & TO BE PROTECTED
BACK SLOPE LANDSCAPE:
(1) AUSTRIAN PINE
(2) WITCHITA BLUE JUNIPER
(3) GREEN RABBITBRUSH
AREA RESERVED FOR FUTURE COMMUNITY GARDEN TERRACED ON THE HILLSIDE, AND CENTRALLY LOCATED WITHIN THE DEVELOPMENT
EXISTING OFF-SITE TREES TO REMAIN & TO BE PROTECTED
COMMUNITY GARDEN LANDSCAPE:
(1) GOLDEN RAIN TREE
(6) THREE-LEAF SUMAC
(3) APACHE PLUME
(3) GOLDEN CURRANT
(1) DWARF MUGO PINE
(1) GRO-LOW SUMAC
EXISTING OFF-SITE TREES TO REMAIN & TO BE PROTECTED
HIGHLIGHT TERRACED OPEN SPACE WITH A SERIES OF WATERFALLS, AND SMALL POND. PLANT NATIVE LANDSCAPE IN FOREGROUND AND AROUND THE PERIMETER
EXISTING OFF-SITE TREES TO REMAIN & TO BE PROTECTED
SLOPE LANDSCAPE:
(3) AUSTRIAN PINE
(1) WITCHITA BLUE JUNIPER
(3) PURPLE-LEAF NINEBARK
(3) GOLDEN CURRANT
UNIT 1 FF=4854.5
UNIT 2 FF=4855.1
UNIT 3 FF=4837.0
UNIT 4 FF=4833.0
UNIT 5 FF=4838.5
UNITS 6-8 FF=4827.5
UNITS 9-11 FF=4827.5
UNITS 12-17 FF=4827.5
UNIT 18 FF=4815.5
UNIT 19 FF=4814.5
UNIT 20 FF=4815.5
FLAGSTONE STEPPING STONES
FLAGSTONE STEPPING STONES & BENCH UNDER SHADE TREE
BLDG LANDSCAPE:
(1) PATMORE ASH
(3) PURPLE-LEAF NINEBARK
(2) GRO-LOW SUMAC
(1) DWARF MUGO PINE
DRIVER'S VIEW POINT
SITE DISTANCE LINE (375')
SITE DISTANCE LINE (175')
SITE DISTANCE LINE (215')
CLEAR ZONE
10' SIDEWALK
EXISTING SHRUB LANDSCAPE
WEST RIDGES BLVD
NOTE:
1. SEE THE LEGEND ON SHEET L-2 FOR TOTAL LANDSCAPE QUANTITIES, LANDSCAPE NOTES, SEED MIX, AND SEEDING NOTES. SEE THE LANDSCAPE DETAILS ON SHEET L-3.
2. THE ONLY PLANTS LOCATED IN THE SITE DISTANCE CLEAR ZONES ARE LOW SHRUBS (3' HIGH MAX) AND DECIDUOUS TREES. DECIDUOUS TREE BRANCHES SHALL BE PRUNED UP 6 FT., TYPICAL.
PLAN LEGEND:
SEDIMENTARY ROCK STONE WALLS
NATIVE NON-IRRIGATED SEEDS
NEW EVERGREEN TREES (PINE & JUNIPER)
DECIDUOUS TREES (WASHINGTON HAWTHORN & HONEYLOCUST)
DROUGHT TOLERANT NATIVE SHRUBS & PERENNIALS
LANDSCAPE BOULDER OUTCROPPINGS
ENGINEERED STONE RETAINING WALLS
DRY STREAM BED
WATER FEATURE
RETAINING WALL, FRONTAGE, & WATERFALL LANDSCAPE:
(3) AUSTRIAN PINE
(2) PINON PINE
(1) PATMORE ASH
(4) GOLDEN RAIN TREE
(3) WASHINGTON HAWTHORN
(2) WITCHITA BLUE JUNIPER
(3) THREE-LEAF SUMAC
(3) GREEN RABBITBRUSH
(4) DWARF MUGO PINE
(6) GRO-LOW SUMAC
(6) PURPLE-LEAF NINEBARK
(6) DWARF BLUE RABBITBRUSH
(6) BLUE MIST SPIREA
(6) BUFFALO JUNIPER
(3) GOLDEN SWORD YUCCA
(6) FEATHER REED GRASS
(6) RED GROUNDCOVER ROSE
(6) WHITE GROUNDCOVER ROSE
MEANDERING DRY STREAM BED WITH NATIVE LANDSCAPE BOULDER OUTCROPS, AND COBBLE SWALE THAT MEANDERS IN WIDTH AND DIRECTION, AND HELPS TO FACILITATE DRAINAGE THROUGH THE PROPERTY
HIGHLIGHT MOST PREVALENT VIEW OF ARCHITECTURE WITH A TERRACED WATERFALL AND NATIVE LANDSCAPE IN FOREGROUND
NOTE:
ALL PLANT LOCATED WITHIN THE SITE DISTANCE TRIANGLE ZONES ARE SHRUBS WITH A MAXIMUM HEIGHT OF 2 FT., OR TREES THAT SHALL HAVE BRANCHES PRUNED UP 7 FT. FROM THE GROUND, TYPICAL.
LANDSCAPE HIGH VISIBLE AREAS BETWEEN BUILDINGS AND ALONG THE ROAD FRONTAGE WITH PINON/JUNIPER HIGH DESERT XERISCAPE LANDSCAPING THROUGHOUT DEVELOPMENT USING DROUGHT TOLERANT FLOWERING NATIVE TREES, SHRUBS, AND PERENNIALS
CENTRAL SITE WATER FEATURE INCLUDING UPPER POND WITH BENCH, STONE RETAINING WALLS AT PARKING THAT CONNECT TO A TERRACED WATERFALL, AND POND WITH WATER AERATION FOUNTAIN. THE SURROUNDING LANDSCAPE HELPS TO SCREEN PARKING AREA
TWO-SIDED SITE MONUMENT SIGN TO MATCH THE ARCHITECTURAL THEME OF THE DEVELOPMENT. PLANT LOW PROFILE FLOWERING SHRUBS IN FRONT OF SIGN AND INTEGRATE INTO THE LANDSCAPE
CENTRAL LANDSCAPE INCLUDING RETAINING WALL, FRONTAGE, MONUMENT SIGN, & WATERFALL:
(4) AUSTRIAN PINE
(3) PINON PINE
(1) GOLDEN RAIN TREE
(4) WASHINGTON HAWTHORN
(1) PATMORE ASH
(6) WITCHITA BLUE JUNIPER
(3) THREE-LEAF SUMAC
(3) GREEN RABBITBRUSH
(6) DWARF MUGO PINE
(6) GRO-LOW SUMAC
(6) PURPLE-LEAF NINEBARK
(6) DWARF BLUE RABBITBRUSH
(6) APACHE PLUME
(6) BLUE MIST SPIREA
(6) BUFFALO JUNIPER
(6) GOLDEN SWORD YUCCA
(6) FEATHER REED GRASS
(6) RED GROUNDCOVER ROSE
(6) WHITE GROUNDCOVER ROSE
EAST FRONTAGE LANDSCAPE:
(3) PINON PINE
(1) GOLDEN RAIN TREE
(1) WITCHITA BLUE JUNIPER
(3) GREEN RABBITBRUSH
(3) GOLDEN CURRANT
(3) GOLDEN SWORD YUCCA
(1) GRO-LOW SUMAC
(1) DWARF MUGO PINE
(1) BUFFALO JUNIPER
JULEE WOLVERTON LA-505 LICENSED LANDSCAPE ARCHITECT STATE OF COLORADO
CITY COMMUNITY DEVELOPMENT
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.
Date
APPROVED AS CONSTRUCTED
Date
Revised 5-25-11
CASAS DE LUZ
Grand Junction, Colorado
NORTH
Planting Plan
DATE: 09/14/10
SCALE: 1" = 20'-0"
Sheet L-1
20 0 20 40
SCALE 20 FEET
Julee Wolverton, Landscape Architect
61945 Nighthawk Road
Montrose, CO 81401
p: 970.249.9362
f: 970.240.3665
wolverton@montrose.net

PLANT LEGEND: TREES = 33 TOTAL

	SYM.	BOTANICAL NAME:	COMMON NAME:	SIZE:	QUANTITY:	REMARKS:
TREES		CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	2" CAL.	7 TOTAL	25' TALL, 20' SPREAD, WHITE SPRING FLOWERS
		FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	2" CAL.	3 TOTAL	40' TALL, 30' SPREAD, YELLOW FALL COLOR
		KOELREUTERIA PANICULATA	GOLDEN RAIN TREE	2" CAL.	5 TOTAL	30' TALL, 25' SPREAD, ATTACTIVE FALL PODS
		PINUS EDULIS	PINON PINE	6 FT. B&B	8 TOTAL	20' TALL, 10' SPREAD, GREEN EVERGREEN
		PINUS NIGRA	AUSTRIAN PINE	6 FT. B&B	10 TOTAL	40' TALL, 12' SPREAD, GREEN EVERGREEN

PLANT LEGEND: SHRUBS = 212 TOTAL

	SYM.	BOTANICAL NAME:	COMMON NAME:	SIZE:	QUANTITY:	REMARKS:
SHRUBS		CALAMAGROSTIS 'KARL FOERSTER'	FEATHER REED GRASS	5 GALLON	14 TOTAL	4' TALL, 2' SPREAD, ORNAMENTAL GRASS
		CARYOPTERIS 'DARK KNIGHT'	BLUE MIST SPIREA	5 GALLON	15 TOTAL	3' TALL, 4' SPREAD, BLUE FLOWERS
		CHRYSOTHAMNUS NAUSEOSUS 'GRAVEOLENS'	GREEN RABBITBRUSH	5 GALLON	15 TOTAL	4' TALL, 4' SPREAD, YELLOW FLOWERS
		CHRYSOTHAMNUS NAUSEOSE 'NANA'	DWARF BLUE RABBITBRUSH	5 GALLON	13 TOTAL	2' TALL, 2' SPREAD, YELLOW FLOWERS
		FALLUGIA PARADOXA	APACHE PLUME	5 GALLON	14 TOTAL	3' TALL, 4' SPREAD, SILVER FOLIAGE
		JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER	5 GALLON	15 TOTAL	1' TALL, 6' SPREAD, GREEN EVERGREEN
		JUNIPERUS 'WITCHITA BLUE'	WITCHITA BLUE JUNIPER	5 GALLON	14 TOTAL	15' TALL, 6' SPREAD, UPRIGHT SILVER/BLUE EVERGREEN
		PHYSOCARPUS 'DIABLO'	PURPLE LEAF NINEBARK	5 GALLON	15 TOTAL	6' TALL, 6' SPREAD, PURPLE FOLIAGE
		PINUS MUGO 'SLOWMOUND'	DWARF MUGO PINE	5 GALLON	13 TOTAL	3' TALL, 4' SPREAD, EVERGREEN
		RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	5 GALLON	17 TOTAL	3' TALL, 6' SPREAD, ORANGE FALL COLOR
		RHUS TRILOBATA	THREE-LEAF SUMAC	5 GALLON	14 TOTAL	6' TALL, 6' SPREAD, ORANGE FALL COLOR
		RIBES AUREUM	GOLDEN CURRANT	5 GALLON	9 TOTAL	5' TALL, 5' SPREAD, YELLOW FLOWERS
		ROSA 'FIRE MEIDILAND'	RED GROUNDCOVER ROSE	5 GALLON	14 TOTAL	2' TALL, 4 SPREAD, RED SUMMER FLOWERS
		ROSA 'WHITE MEIDILAND'	WHITE GROUNDCOVER ROSE	5 GALLON	14 TOTAL	2' TALL, 4' SPREAD, WHITE FLOWERS
		YUCCA FILAMENTOSA 'GOLDEN SWORD'	GOLDEN SWORD YUCCA	5 GALLON	14 TOTAL	3' TALL, 3' SPREAD, GOLDEN VARIEGATED SWORD LEAVES

LEGEND: STONE MULCH, NATIVE GRASS, EDGER, BOULDERS, ETC...

	SYM.	DESCRIPTION:	QUANTITY:	REMARKS:
STONE MULCH, NATIVE GRASS, EDGER		SHREDDED CEDAR BARK MULCH	1,400 SF	PLACE 2' FT. DIA. AROUND TREES, 1 FT. DIA. AROUND SHRUBS TO MAINTAIN MOISTURE, AND THROUGHOUT DESIGNATED SHRUB BEDS AT 3" DEEP OVER LANDSCAPE FABRIC
		1/2" BROWN/BEIGE DECOMPOSED GRANITE STONE MULCH	25,000 SF	PLACE 3" DEEP (NO LANDSCAPE FABRIC) IN DESIGNATED LANDSCAPE AREAS
		DRYLAND GRASS SEED MIX	18,000 SF	SEE THE SEED MIX AND SEEDING NOTES THIS PAGE
		STEEL EDGER	45 LF	1/8" X 4" X 10 FT. COMMERCIAL GRADE STEEL EDGER. INSTALL WITH PROPER OVERLAPS AND STAKES PER MFG RECOMMENDATIONS
		LANDSCAPE BOULDERS: 99 AT DRY STREAM BED, 75 AT WATER FEATURES, 45 OTHER	(125) 2'X2'X3' (85) 3'X3'X4'	BURY 1/3 DEPTH, 2 SIZES, OWNER FURNISHED AND CONTRACTOR INSTALLED SEE THE DETAIL, SHEET L-3
		DRY STREAM BED = 6"-12" COBBLE	2,600 SF	MEANDER IN WIDTH AND DIRECTION. INSTALL PER THE DETAIL, SHEET L-3
		STONE RETAINING WALL - SEE THE CIVIL DWGS	SEE CIVIL	SEE THE CIVIL DRAWINGS
		DESIGN/BUILD RECIRCULATING WATERFALL, STREAM, POND BY CONTRACTOR	3 TOTAL	DESIGN / BUILD BY CONTRACTOR. COORDINATE WITH OWNER

LANDSCAPE NOTES:

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. DO NOT PLANT ANY TREES OR SHRUBS DIRECTLY OVER BURIED UTILITY LINES, OR ANY TREES UNDER OVERHEAD UTILITY LINES. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC... WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.

2. VERIFY ALL PLANT QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING BID. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.

3. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTED AREAS AND GRASS UNTIL FINAL ACCEPTANCE INCLUDING IRRIGATION SYSTEM, WATERING OF PLANTS, SPRAYING, PRUNING, MULCHING, FERTILIZING, ETC...)

4. MEASURE OFF THE PLANS TO ACCURATELY LAYOUT ALL FEATURES AND PLANT LOCATIONS INCLUDING DRY STREAM BED, BERMS, SITE FEATURES, AND PLANTING AREAS.

5. INSTALL A NEW AUTOMATIC PRESSURIZED UNDERGROUND IRRIGATION SYSTEM FOR THE NEW LANDSCAPE. PROVIDE LOW VOLUME BUBBLER IRRIGATION TO ALL TREES AND SHRUBS. THE PERIMETER SEEDED CONSTRUCTION GRADED AREAS SHALL BE TEMPORARILY IRRIGATED ONLY UNTIL ESTABLISHED. CONTRACTOR TO USE IRRIGATION DITCH WATER, PUMP, AND AUTOMATIC CONTROLLER. COORDINATE WITH OWNER.

6. AMEND TOPSOIL AS NEEDED. ALL NATIVE GRASS SEED AREAS SHALL HAVE A MINIMUM DEPTH OF 4 INCHES OF TOPSOIL, AND PLANTING BED AREAS SHALL HAVE A MINIMUM OF 6 INCHES OF TOPSOIL. ALL PARKING LOT ISLANDS SHALL HAVE A MINIMUM DEPTH OF 8" OF TOPSOIL. TOPSOIL SHALL BE FREE OF DEBRIS LARGER THAN 1" SIZE WITH A SALT READING OF NOT MORE THAN 3 MMHOS/CM.

7. WHEN INSTALLING PLANT MATERIAL, PLANT MIX SHALL BE COMPRISED OF 1 PART SOIL CONDITIONER (DECOMPOSED BARK MULCH OR "MESA MAGIC" SOIL CONDITIONER) TO 2 PARTS TOPSOIL. OVER EXCAVATE THE PLANTING HOLES TWO TIMES THE DIAMETER OF THE ROOTBALL. FILL WITH PLANT MIX.

8. PLANT MATERIAL WAS CHOSEN FOR ITS SPECIFIC VARIETY, HEIGHT, AND COLOR. ANY PLANT MATERIAL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

9. STONE MULCH LANDSCAPE SHRUB AREAS SHALL BE INSTALLED WITH A MINIMUM OF THREE INCHES OF SPECIFIED STONE MULCH.

10. SEED AREAS SHALL BE SEEDED AS SPECIFIED IN THE SEEDING NOTES AND SPECIFICATIONS. PRIOR TO SEEDING ROTOTILL 3 CY/1,000 SF OF SOIL CONDITIONER INTO THE TOP FOUR INCHES OF TOPSOIL AND FINE GRADE (COMPOSTED SAWDUST, COMPOSTED 1/2" WOOD CHIPS, LEAF MATERIAL AND/OR MEATMOSS OR EQUAL. NO MANURES OF ANY TYPE SHALL BE USED). THERE SHALL BE NO CLODS GREATER THAN 2".

11. SHREDDED CEDAR BARK MULCH SHALL BE PLACED AROUND THE DRIPLINE OF EACH PLANT 3" DEEP TO MAINTAIN MOISTURE, 2 FT. DIAMETER AROUND TREES, AND 1 FT. DIAMETER AROUND SHRUBS. HOWEVER, KEEP MULCH 6" AWAY FROM TREE TRUNKS AND 2" AWAY FROM SHRUB STEMS.

12. WHEN PLANTING TREES, SHRUBS, OR PERENNIALS: THOROUGHLY SOAK PLANTING HOLE WHILE BACKFILLING. PRUNE DEAD OR DAMAGED BRANCHES IMMEDIATELY AFTER PLANTING.

13. BURY LANDSCAPE BOULDERS TO 1/3 DEPTH TO LOOK INTEGRAL IN THE LANDSCAPE. GROUP BOULDERS AS SHOWN ON THE PLANS.

14. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARDS FOR NURSERY STOCK, CURRENT EDITION. PLANTING SHALL BE DONE IN CONFORMANCE WITH THE ASSOCIATED LANDSCAPE CONTRACTORS OF COLORADO (A.L.C.C.) SPECIFICATIONS. PLANT MATERIAL AND IRRIGATION SYSTEM TO BE GUARANTEED BY CONTRACTOR FOR ONE YEAR FROM FINAL ACCEPTANCE. ANY DEAD OR DYING PLANT SHALL BE REPLACED AT NO COST TO OWNER DURING GUARANTEE PERIOD.

15. LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR ANY MEANS, METHODS, OR APPROPRIATENESS OF CONSTRUCTION PROCEDURES BY ANY CONTRACTOR.

NATIVE GRASS SEED MIX:

DESCRIPTION: Dryland Grasses for Western Colorado		QUANTITY: rate lbs PLS/acre
Perennial Rye (Tetraploid)	Lolium perenne	6 lb
'Paloma' Indian Ricegrass	Achnatherum hymenoides	7 lb
Sandberg bluegrass	Poa sandbergii	5 lb
Nodding Brome	Bromus anomalus	7 lb
Blue Grama	Bouteloua gracilis	3 lb
Sand Dropseed	Sporobolus cryptandrus	2 lb
	TOTAL	30 lbs PLS per acre (6 lbs PLS/1,000 SF)

** Rates shown are to be used when seed is drilled. If seed is broadcast seeding rates should be doubled.

SEEDING NOTES:

1. THE PERIMETER OF THE SITE SHALL BE DRILL SEEDED WITH NATIVE GRASS SEED TO REVEGETATE AND STABILIZE DISTURBED CONSTRUCTION AND BARE AREAS. THIS PERIMETER AREA WILL NOT BE IRRIGATED. THESE AREAS SHALL BE SEEDED ONLY IN LATE FALL OR EALY SPRING TO TAKE ADVANTAGE OF NATURAL SEASONAL MOISTURE.

2. SEED AFTER ALL FINAL GRADING, BOULDER PLACEMENT, AND PLANTING OF ALL PLANT MATERIAL IS COMPLETE.

3. SOIL PREP: GRADE TOPSOIL TO A REASONABLE EVEN, SMOOTH, LOOSE SEED BED. ROTOTILL 3 CY/1,000 SF OF SOIL CONDITIONER INTO TOP 4"-6" OF TOPSOIL AND FINE GRADE.

4. SEED SHALL BE UNIFORMLY APPLIED OVER THE ENTIRE DISTURBED AREA. ALL AREAS TO BE SEEDED THAT ARE 3:1 SLOPE OR FLATTER SHALL BE DRILL SEEDED. OPERATE EQUIPMENT PERPENDICULAR TO THE SLOPE. DRILL SEED 1 INCH DEEP IN ROWS SPACED NO MORE THAN 7 INCHES APART. ON SLOPES STEEPER THAN 3:1, SEED SHALL BE APPLIED BY MEANS OF A MECHANICAL BROADCASTER AT DOUBLE THE RATE REQUIRED FOR DRILL SEEDING. ALL SEED SOWN BY MECHANICAL BROADCASTERS SHALL BE RAKED OR DRAGGED INTO THE SOIL TO A DEPTH OF 1/4". CARE SHOULD BE TAKEN TO INSURE UNIFORM COVERAGE OF SEED.

5. SEED SHALL BE MULCHED AND CRIMPED WITH STRAW MULCH WITHIN 24 HOURS OF SEEDING. NATIVE GRASS STRAW SHALL BE APPLIED AT THE RATE OF TWO TONS PER ACRE (APPROX. 1 BALE PER 500 SF). IT SHALL BE CRIMPED IN WITH A CRIMPER OR OTHER APPROVED METHOD TO A MINIMUM DEPTH OF 3". DO NOT MULCH DURING WINDY CONDITIONS. ANY AREAS DISTURBED BY MULCHING OPERATIONS SHALL BE RESEEDED AT CONTRACTOR'S EXPENSE.

6. PROTECT ALL SEEDED AREAS FROM DAMAGE UNTIL NATIVE GRASS IS ESTABLISHED.

CASAS DE LUZ RESIDENTIAL DEVELOPMENT
CITY OF GRAND JUNCTION LANDSCAPE REQUIREMENTS:
82,022 SF (1.88 ACRES) IMPROVED AREA

82,022 / 2500 = 33 TREES
82,022 / 300 = 273 SHRUBS
MINUS 68 SHRUBS FROM 25% SHRUB TO NATIVE GRASS ALLOWANCE CONVERSION=205 REQUIRED SHRUBS

NATIVE GRASS MIN. ALLOWANCE PER CODE = 3,400 SF
NATIVE GRASS PROVIDED ON SITE = 18,000 SF

33 2" CALIPER TREES REQUIRED
33 TREES PROVIDED

205 5-GALLON SHRUBS REQUIRED
212 SHRUB PROVIDED

JULIE WOLVERTON LA-505 STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

CITY COMMUNITY DEVELOPMENT
ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.
ACCEPTED AS CONSTRUCTED
Date
Date

CASAS DE LUZ
Grand Junction, Colorado

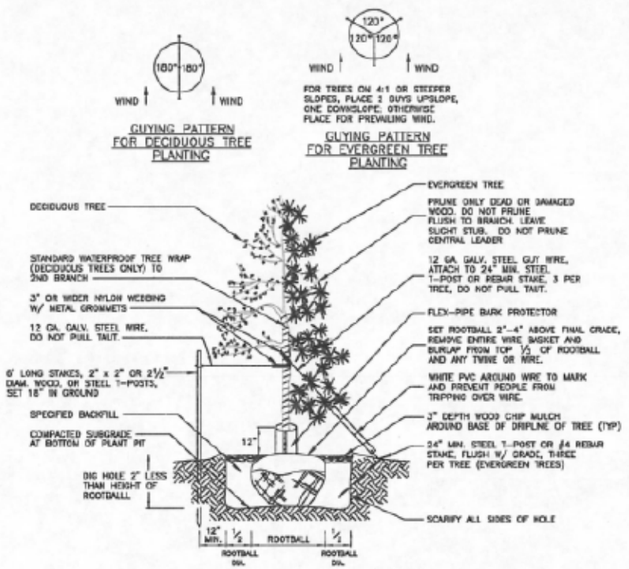
NORTH

Planting Legend & Notes
SCALE: 1" = 20'-0"
Sheet L-2
DATE: 09/14/10

SCALE 20 0 20 40 FEET

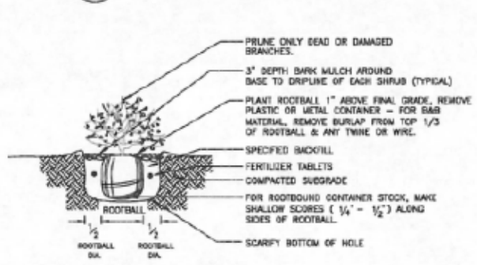
Revised 5-25-11

Julie Wolverton, Landscape Architect
61945 Nighthawk Road
Montrose, CO 81401
p: 970.249.9392
f: 970.240.3665
wolverton@montrose.net

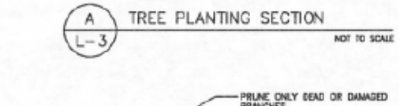


A L-3 TREE PLANTING SECTION

NOT TO SCALE

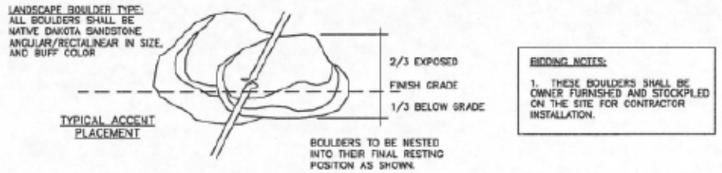


C L-3 SHRUB PLANTING SECTION

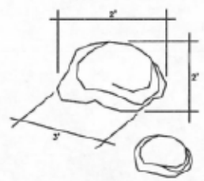


D L-3 STEEL EDGER / STONE MULCH

NOT TO SCALE



1. PLACEMENT OF LANDSCAPE BOULDERS REFERS TO BOULDERS PLACED IN THE GROUND WITH ONE THIRD (1/3) OF IT'S MASS NESTED BELOW GRADE AND TWO THIRDS (2/3) OF ITS MASS ABOVE FINISHED GRADE.
2. CARE SHALL BE TAKEN DURING PLACEMENT AND HANDLING TO AVOID UNNATURAL SCARRING OF THE EXPOSED SURFACE.



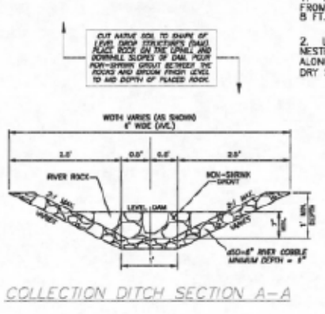
APPROXIMATE SIZE: LARGE – 3'X3'X4'

APPROXIMATE SIZE: MEDIUM – 2'X2'X3'

B L-3 LANDSCAPE BOULDER

NOT TO SCALE

NOTE:
1. WIDTH OF DRY STREAM BED SHALL VARY FROM APPROX. 2.5 FT. WIDE MIN. TO 8 FT. WIDE MAX. (6 FT WIDE AVERAGE)
2. LANDSCAPE BOULDERS SHALL BE NESTED IN GROUPS IN A RANDOM FASHION ALONG THE EDGES AND THROUGHOUT THE DRY STREAMBED AS SHOWN ON THE DWGS.
3. APPLY A PRE-EMERGENT HERBICIDE THROUGHOUT STREAMBED AREA BEFORE PLACEMENT OF COBBLE
4. INSTALL DRY STREAM BED TO LOOK AS NATURAL AS POSSIBLE WITH VARYING ROCK SIZES AND GROUPINGS OF BOULDERS, AND VARYING WIDTH. LANDSCAPE ARCHITECT MUST APPROVE LAYOUT.



COLLECTION DITCH SECTION A-A

SWALE SECTION B-B

NTS

E L-3 DRY STREAM BED

NOT TO SCALE

JULEE WOLVERTON LA-305 STATE OF COLORADO LANDSCAPE ARCHITECT

CITY COMMUNITY DEVELOPMENT
ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.
ACCEPTED AS CONSTRUCTED Date
Date

CASAS DE LUZ
Grand Junction, Colorado

NORTH

Landscape Details

DATE: 08/14/10

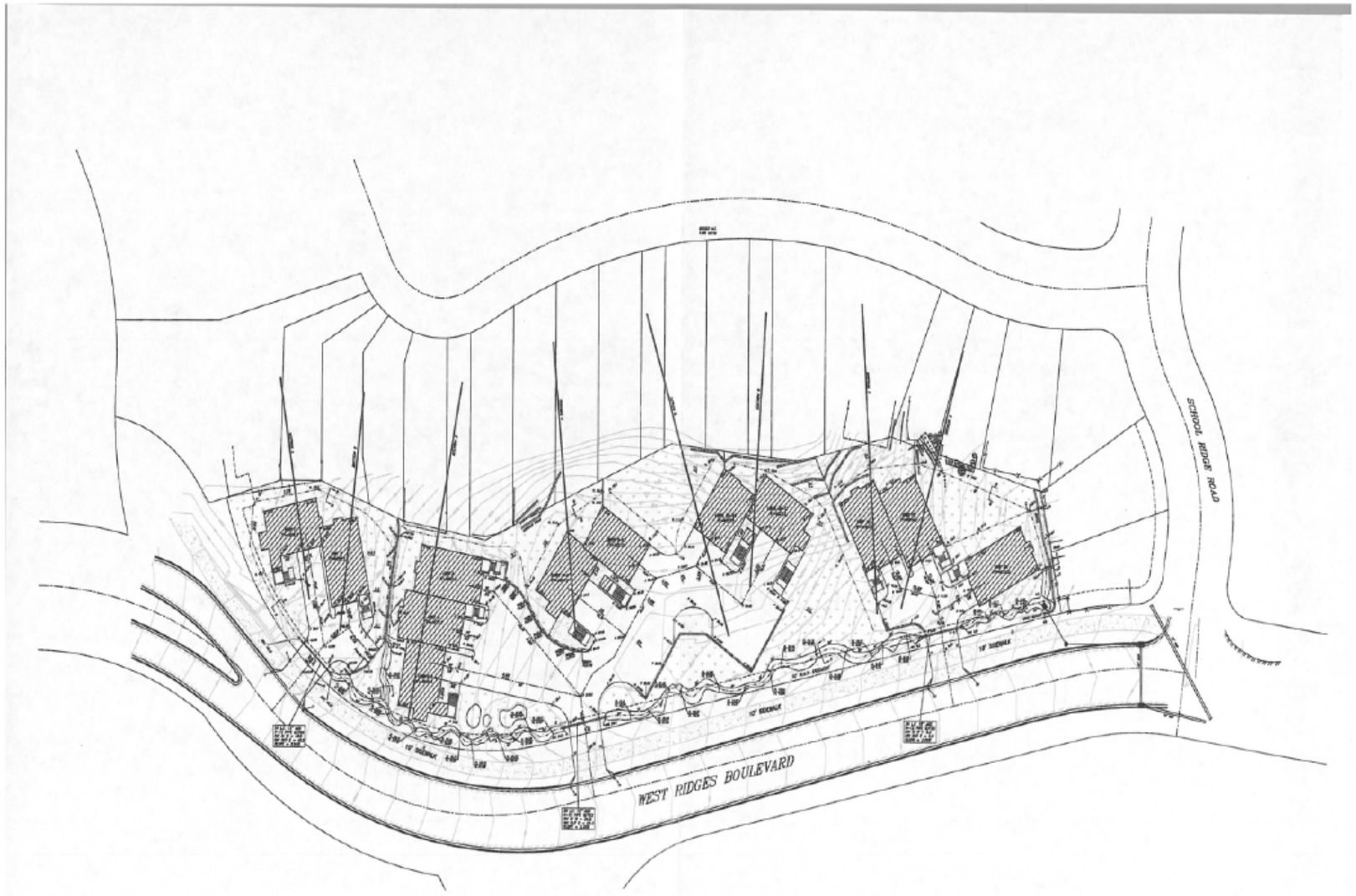
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Sheet L-3

20 0 20 40
SCALE FEET
20

Revised 5-25-11

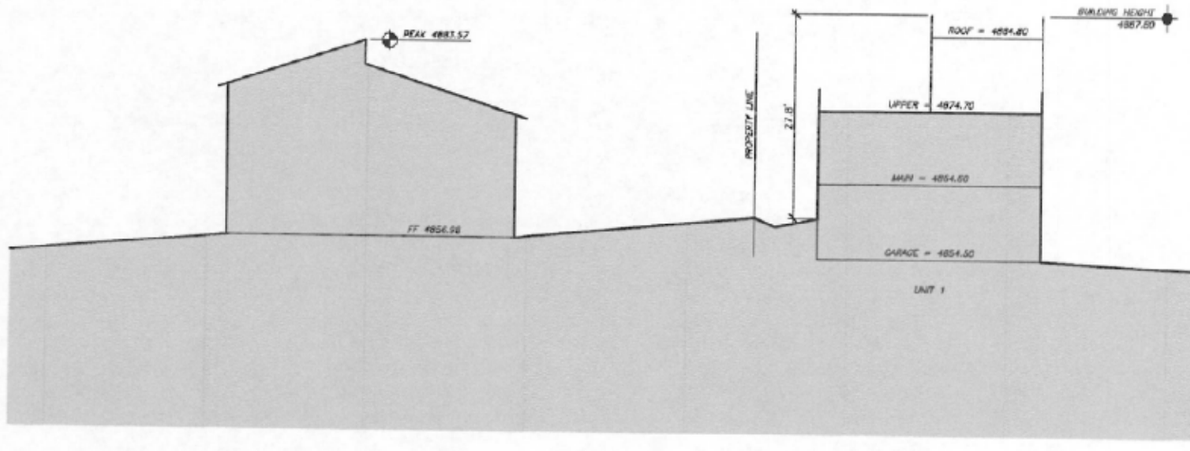
Julee Wolverton, Landscape Architect
61945 Nighthawk Road
Montrose, CO 81401
p: 970.349.9192
f: 970.249.3663
wolverton@montrose.net



CASAS de LUZ

SITE PLAN

CHAMBERLIN ARCHITECTS

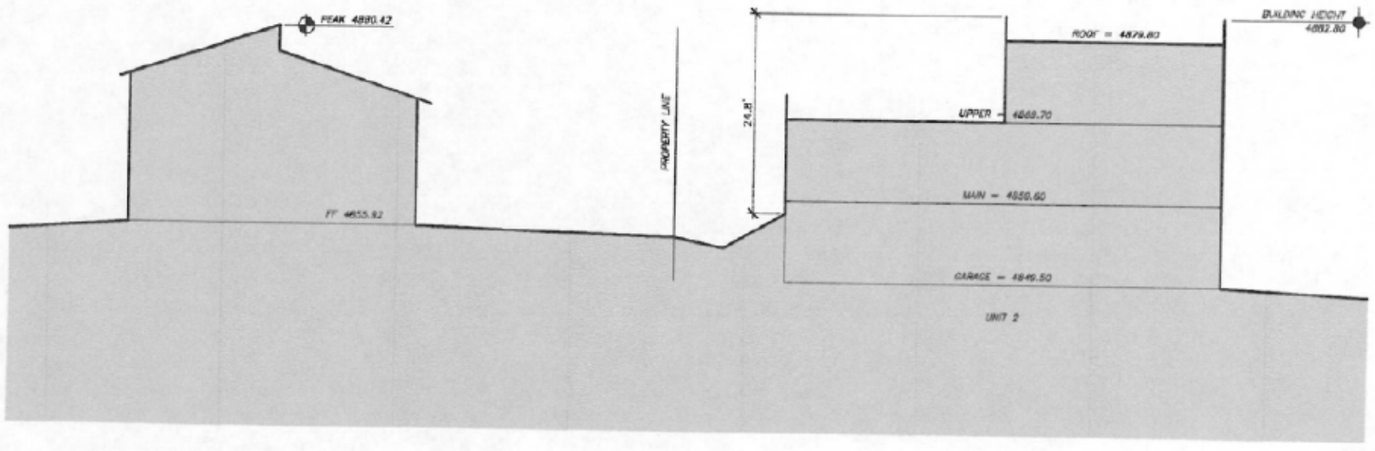


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 1

CHAMBERLIN ARCHITECTS

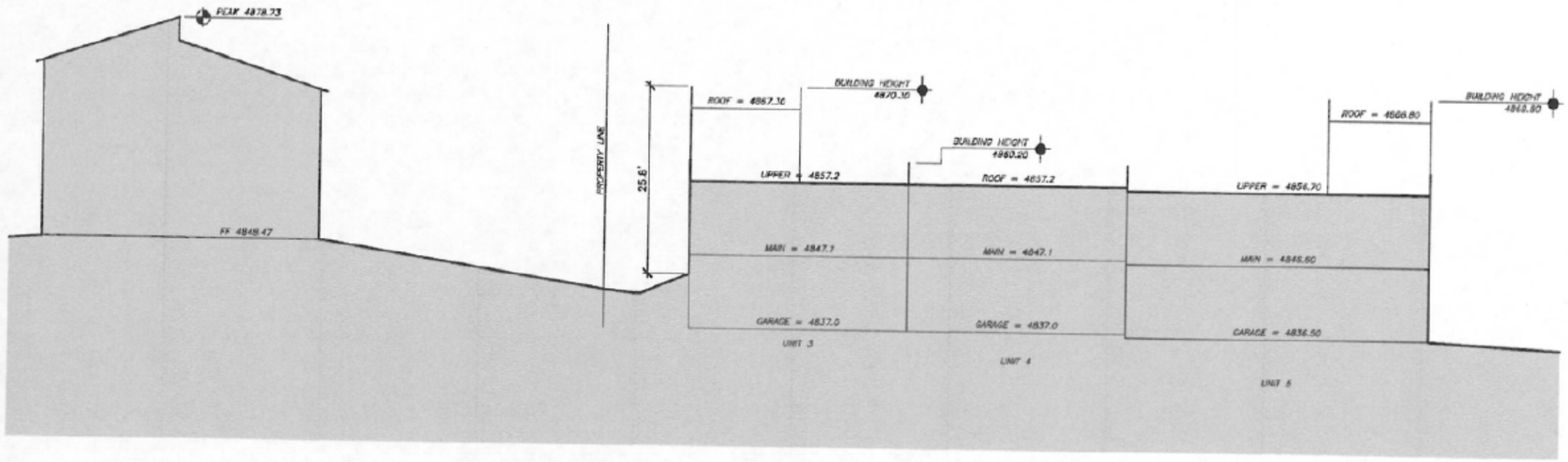


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 2

CHAMBERLIN ARCHITECTS

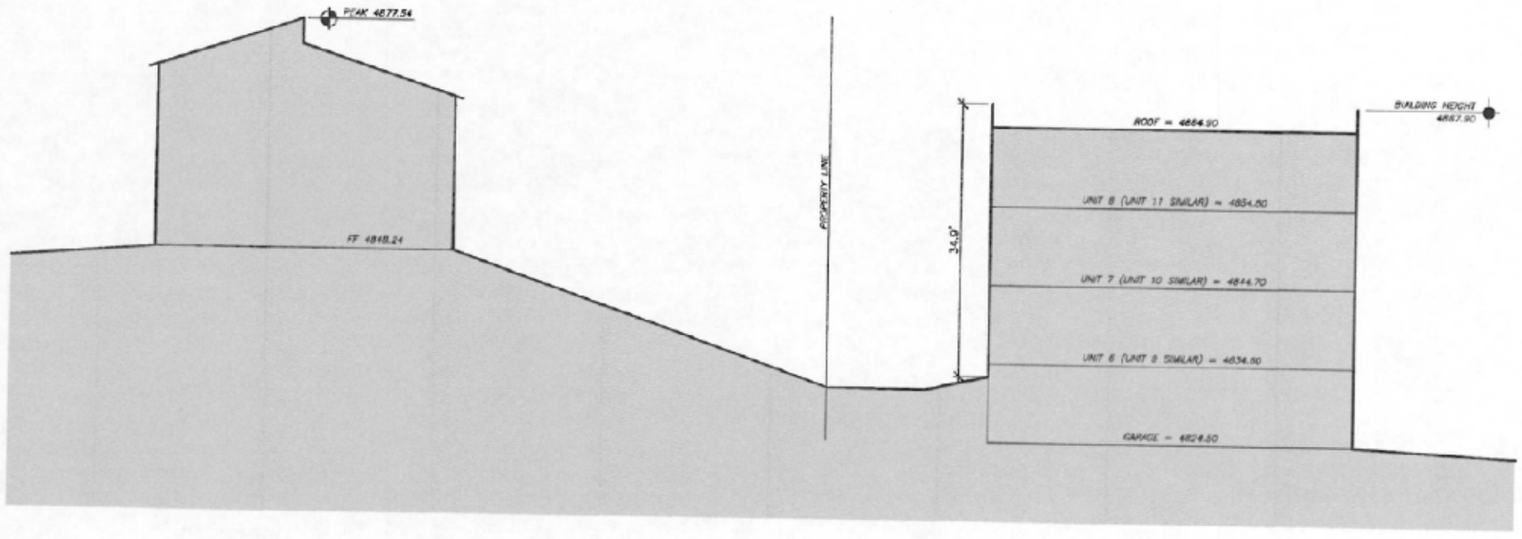


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 3

CHAMBERLIN ARCHITECTS

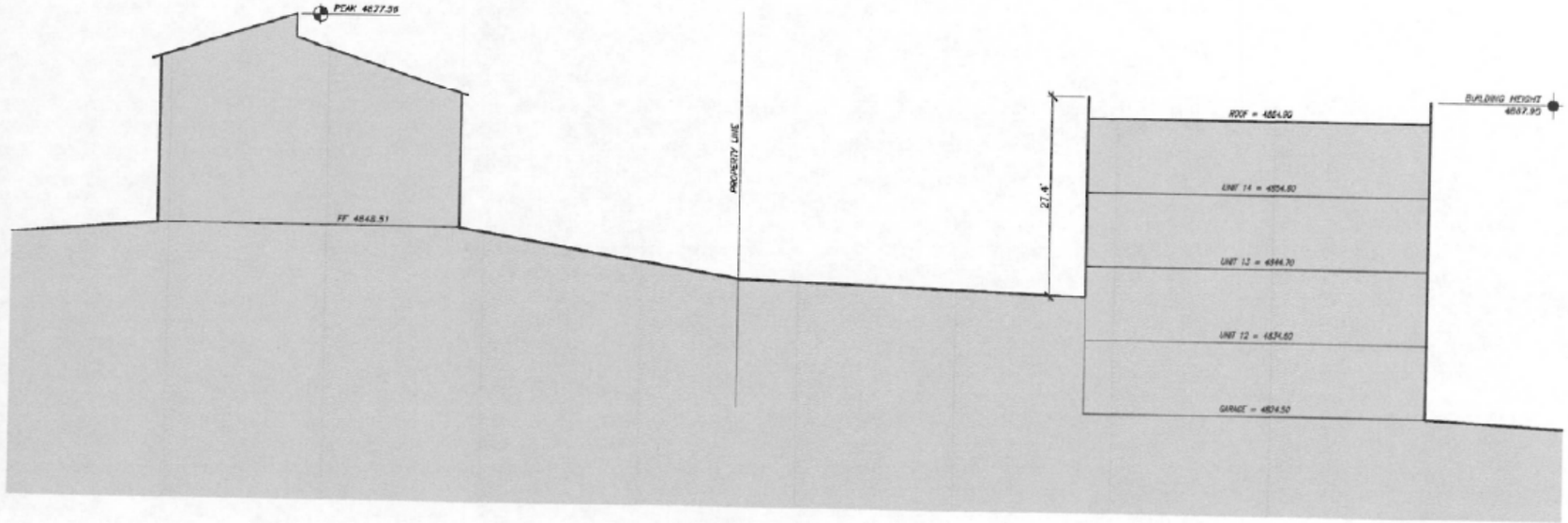


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 4

CHAMBERLIN ARCHITECTS

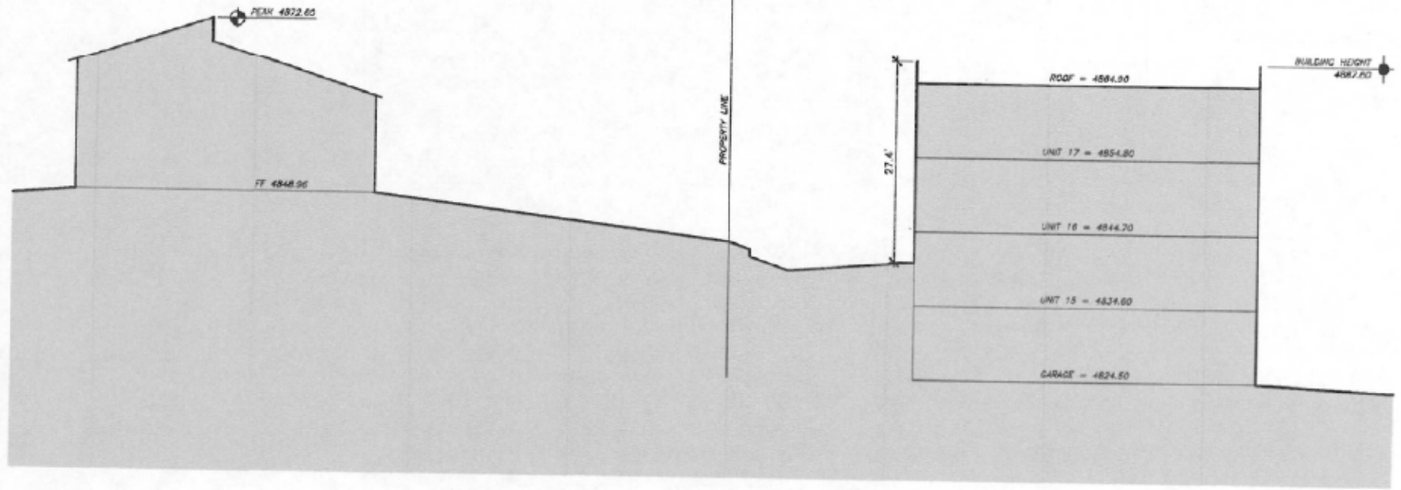


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 5

CHAMBERLIN ARCHITECTS

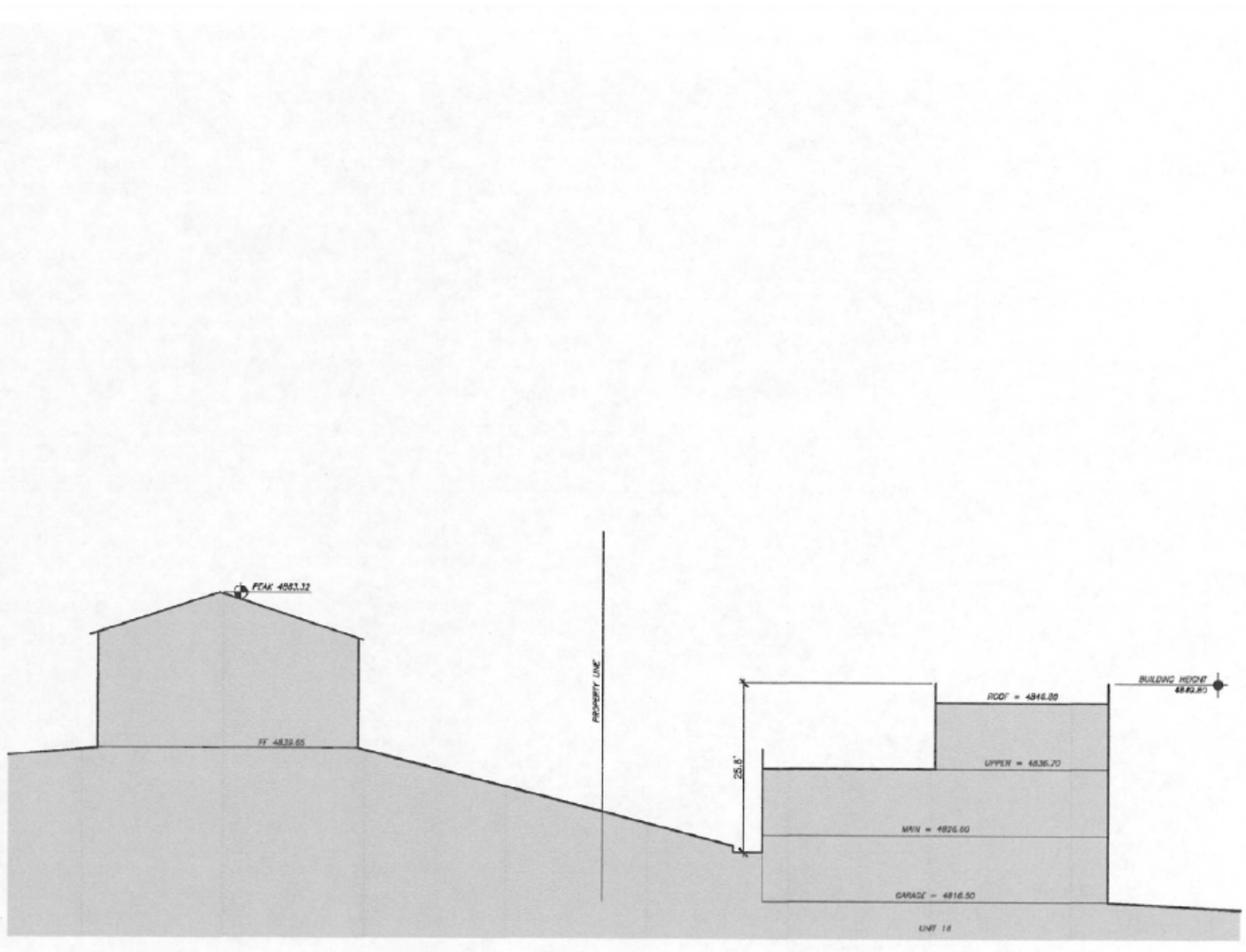


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 6

CHAMBERLIN ARCHITECTS

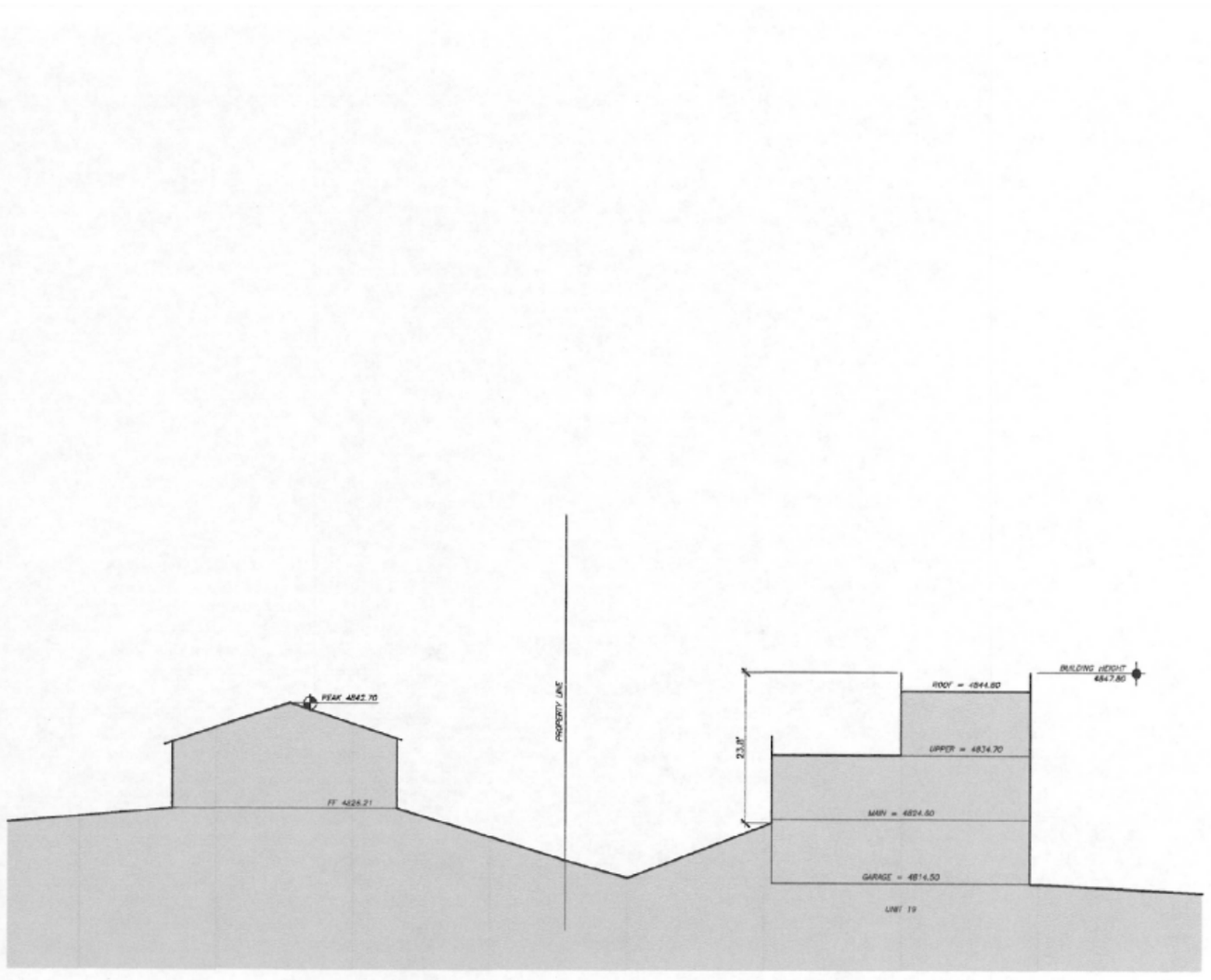


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 7

CHAMBERLIN ARCHITECTS

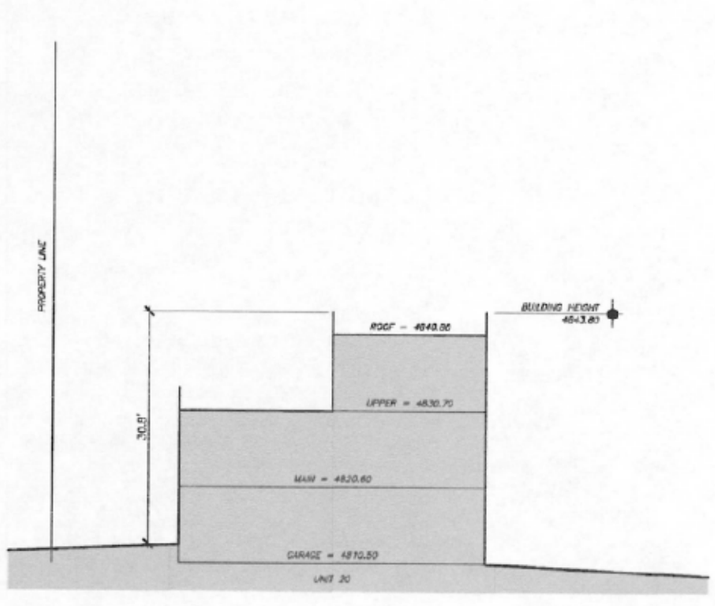


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 8

CHAMBERLIN ARCHITECTS



CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 9

CHAMBERLIN ARCHITECTS

CITY OF GRAND JUNCTION

ORDINANCE NO.

AN ORDINANCE VACATING RIGHT-OF-WAY (FRONTAGE ROAD) ABUTTING LOTS 34A THROUGH 40A, INCLUSIVE, BLOCK TWENTY-FIVE OF THE RIDGES, FILING NO. FIVE

LOCATED ADJACENT TO WEST RIDGES BOULEVARD AND WEST OF SCHOOL RIDGE ROAD

RECITALS:

A vacation of the dedicated right-of-way has been requested by the adjoining property owner.

The City Council finds that the request is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Title 21.02.100 of the Grand Junction Municipal Code with the condition that a plat be recorded with the first phase of the Plan with the Mesa County Clerk and Recorder including all the lots in abutting the frontage road being eliminated or platted in a manner acceptable to the City's Public Works and Planning Director so that access for the newly platted parcels be accomplished in accordance with City standards. In addition, a 10' multipurpose easement shall be retained and reserved as needed for existing utilities.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that the vacation be approved with conditions.

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

The following described dedicated right-of-way for is hereby vacated subject to the listed conditions:

1. Applicants shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.

2. Contingent upon the approval and recording of a plat with the first phase of the amended plan approved by City Council in Ordinance _____ with the Mesa County Clerk and Recorder including all the lots in The Ridges Filing No. 5 abutting the frontage road being eliminated or platted in a manner acceptable to the City's Public Works and Planning Director so that access for the newly platted parcels be accomplished in accordance with City standards. In addition, a 10' multi-purpose easement shall be retained and reserved as needed for existing utilities.

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

A certain parcel of land lying in the Northwest Quarter (NW 1/4) of Section 20, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado, being more particularly described as follows:

ALL of that certain parcel of land entitled Frontage Road, lying South of and abutting Lots 34A through 40A, inclusive, Block Twenty-Five of the Ridges, Filing No. Five, as same is recorded in Plat Book 12, Pages 316 through 320, Public Records of Mesa County, Colorado, LESS HOWEVER a 10.0 foot Multipurpose Easement retained and reserved for the City of Grand Junction in the same area as the 10.0 foot wide Ridges Metro District Easement.

CONTAINING 10,984 Square Feet or 0.252 Acres, more or less, as described.
Drawing depicting the above is attached hereto as Exhibit A.

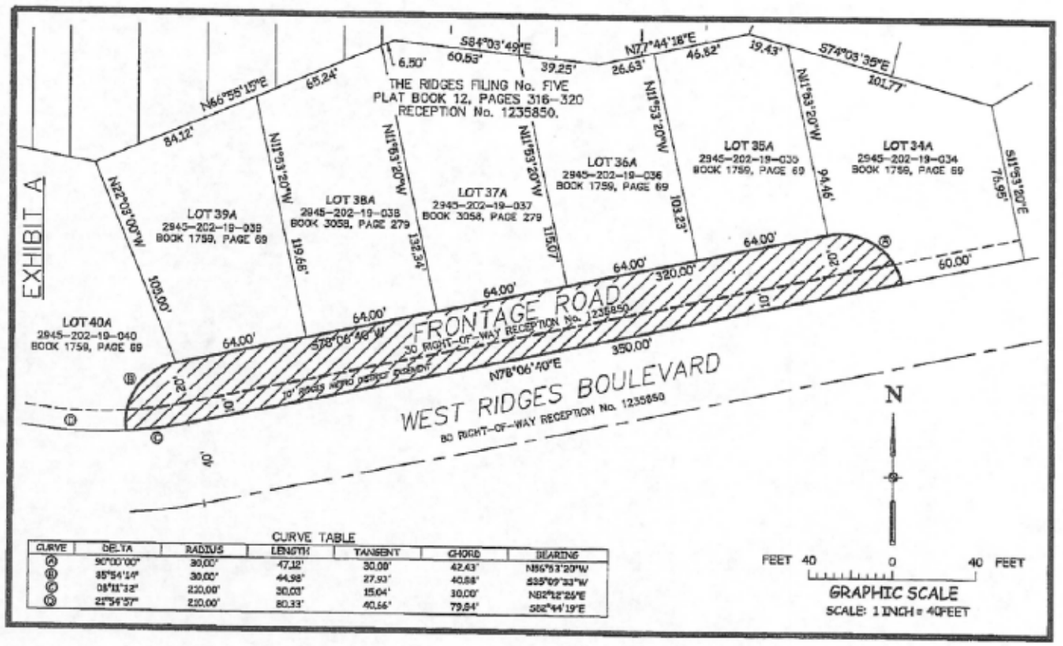
INTRODUCED on first reading on this _____day of _____, 2011 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading this _____ day of ____, 2011 and ordered published in pamphlet form.

ATTEST:

_____
President of City Council

_____
City Clerk



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
A	90°00'00"	30.00'	47.12'	30.00'	42.43'	N56°53'20"W
B	85°54'14"	30.00'	44.98'	27.93'	40.88'	S35°09'33"W
C	08°11'32"	230.00'	32.88'	16.04'	32.85'	N02°12'25"E
D	22°54'57"	230.00'	80.33'	40.66'	79.84'	S82°44'19"E

CITY OF GRAND JUNCTION

RESOLUTION NO._____

A RESOLUTION VACATING A 10' AND 20' DRAINAGE AND UTILITY EASEMENT FOR LOTS 41A, 42A AND 43A OF THE REPLAT OF LOTS 22A THROUGH 30A, BLOCK TWENTY FIVE THE RIDGES FILING NO. FIVE

PROPERTY LOCATED ADJACENT TO WEST RIDGES BOULEVARD AND WEST OF SCHOOL RIDGE ROAD

RECITALS:

The applicant proposes to vacate a 10' Drainage and Utility Easement and 20' Utility Easement located within the proposed Casas de Luz property including Lots 41A, 42A and 43A of the replat of Lots 22A through 30A, Block Twenty Five The Ridges Filing No. Five located adjacent to West Ridges Boulevard and west of School Ridge Road.

The City Council finds that the request is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Zoning and Development Code.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that the vacation be approved.

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

The following described Drainage Easement and Utility Easements are hereby vacated subject to the listed conditions:

1. Applicants shall pay all recording/documentary fees for the Vacation Resolution.

The following easement vacation is shown on "Exhibit A" as part of this vacation of description.

A certain parcel of land lying in the Northwest Quarter (NW 1/4) of Section 20, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado, being more particularly described as follows:

The East 10.0 feet of Lot 41A, Block Twenty-Five of the Ridges, Filing No. Five, depicted as a 10.0 foot Drainage and Utility Easement, as same is recorded in Plat Book 12, Pages 316 through 320, Public Records of Mesa County, Colorado, LESS HOWEVER, the Southerly 10.0 feet of said Lot 41A

-TOGETHER WITH-

The Northerly 10.0 feet of that certain 20.0 foot wide Utility Easement within Lots 41A through 43A, inclusive, of said Block Twenty-Five of the Ridges, Filing No. Five.

-TOGETHER WITH-

ALL of that certain 10.0 foot wide Utility Easement lying within and adjoining the North line of Lot 43A, of said Block Twenty-Five of the Ridges, Filing No. Five, LESS HOWEVER, the Westerly 10.0 feet thereof.

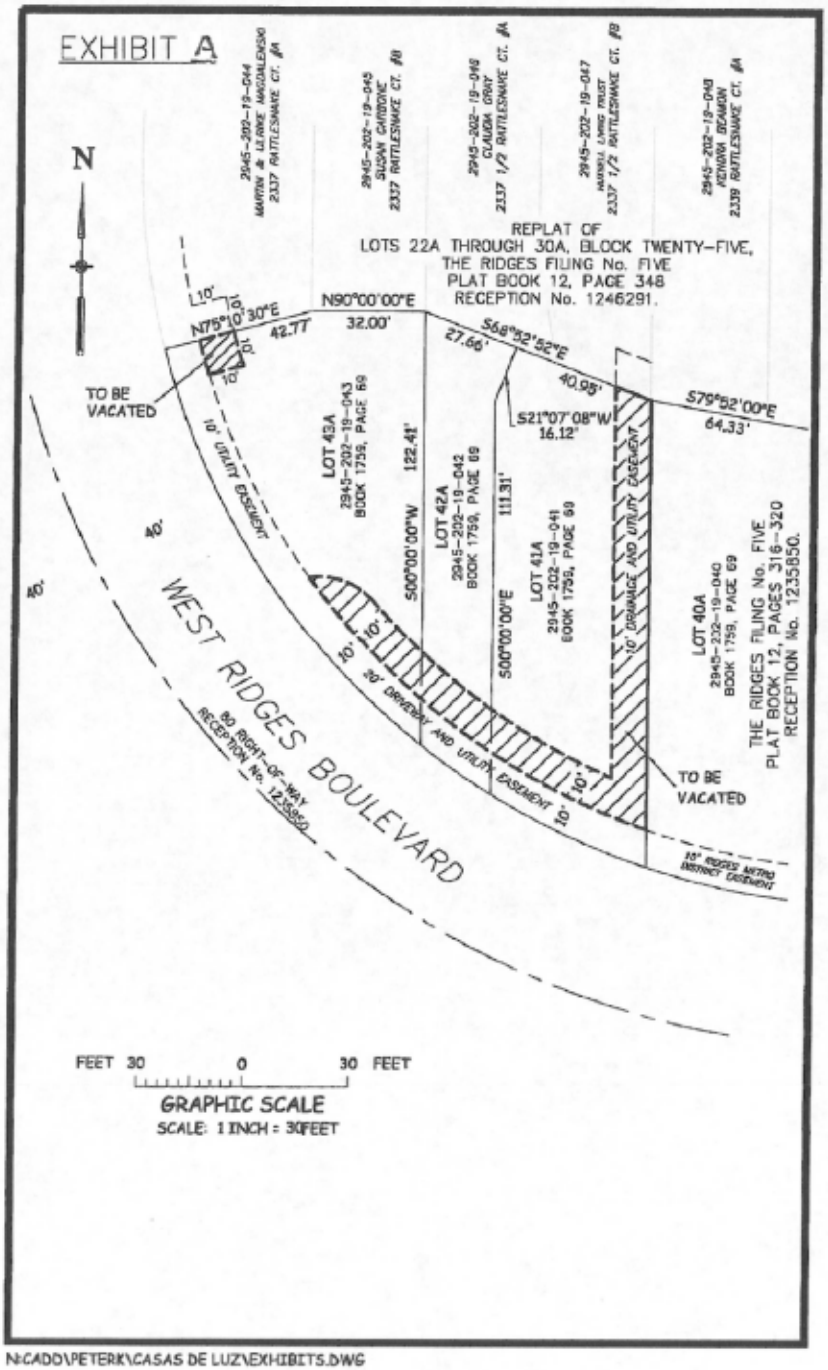
CONTAINING 2,327 Square Feet or 0.053 Acres, more or less, as described.
Drawing depicting the above is attached hereto as Exhibit A.

ADOPTED this _____ day of _____ , 2011.

ATTEST:

_____
President of City Council

_____
City Clerk



N:CADD\PETERK\CASAS DE LUZ\EXHIBITS.DWG

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4482

AN ORDINANCE AMENDING THE AMENDED PLANNED DEVELOPMENT ZONING ORDINANCE FOR THE RIDGES PD FOR LOTS 34A-40A, BLOCK TWENTY-FIVE OF THE RIDGES FILING NO. FIVE AND LOTS 41A-43A OF THE REPLAT OF LOTS 22A THROUGH 30A, BLOCK TWENTY FIVE THE RIDGES FILING NO. FIVE WITHIN THE RIDGES PD "CASAS DE LUZ PROPERTY" WITH A DEFAULT R-8 (RESIDENTIAL – 8 DU/AC) ZONE DISTRICT FOR THE DEVELOPMENT OF 20 DWELLING UNITS

LOCATED ADJACENT TO WEST RIDGES BOULEVARD AND WEST OF SCHOOL RIDGE ROAD

Recitals:

The land zoned Planned Development under Ordinance 2596 "Zoning Certain Lands Annexed to the City Known as the Ridges Majority Annexation" in 1992 has not fully developed and/or built out. There are remaining parcels within the approved Ridges plan that are still vacant. A proposal for several of the platted "A" lots located adjacent to West Ridges Boulevard and west of School Ridge Road, specifically, Lots 41A, 42A and 43A, Block 25, Replat of Lots 22A through 30A, Block 25, The Ridges Filing No. 5 and Lots 34A through 40A, Block 25, The Ridges Filing No. 5, referred to as "Casas de Luz Property or Casas de Luz" has been presented to the Planning Commission to recommend to City Council an amendment to the Amended Planned Development Ordinance and to establish the underlying zone for these properties that total 1.88 acres.

The Grand Junction Planning Commission, at its August 9, 2011 public hearing, recommended approval of the amended Planned Development zoning ordinance for a maximum of 20 dwelling units for Casas de Luz Property with a default R-8, (Residential – 8 du/ac) zoning district, including some deviations.

This Planned Development zoning ordinance establishes the standards, default zone (R-8), and amends the original Planned Development zoning ordinance for the above mentioned properties.

In public hearings, the Planning Commission and City Council reviewed the request for the proposed amended Planned Development approval and determined that the Amended Plan satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed Plan has achieved "long-term community benefits" by proposing effective infrastructure design and in-fill project. While the entire Ridges Planned Development provided long-term community benefits with the original PUD, the Casas de Luz project further provides a needed housing type, with innovative design and by utilizing the

topography of the site. The proposed design incorporates elements of clustering units to allow for more private open space within the development. Also, the development uses three (3) shared accesses to access the 20 dwelling units, minimizing the impact onto West Ridges Boulevard (attached Exhibit A).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE CURRENT PLANNED DEVELOPMENT ZONE IS AMENDED AND LAND AREA FOR THE AREA DESCRIBED BELOW WITH THE FOLLOWING STANDARDS, DEFAULT ZONE AND DEVIATIONS:

A. Lots 41A, 42A and 43A, Block 25, Replat of Lots 22A through 30A, Block 25, The Ridges Filing No. 5 and Lots 34A through 40A, Block 25, The Ridges Filing No. 5 and associated vacated Right-of-Way.

Said parcels contain 1.88 +/- acres more or less.

B. This Ordinance is further conditioned:

1. Density

The density shall remain the same at 10.6 dwelling units per acre.

2. Access

Access for the Plan will be from West Ridges Boulevard in three different locations (see Site Layout Plan). Internal access will be shared drives and parking areas (tracts), maintained by a homeowner's association.

3. Plan Layout

The Plan shall have a mixture of two-family, multifamily, and/or single-family detached dwelling units. The multifamily dwellings will be stacked and will require approval of a condominium map. Generally, the building footprint for each dwelling unit in Filing One, Filing Two and Filing Four as designated on the Site Layout Plan will be a lot. The multifamily units are proposed as stacked dwelling units in Filing Three. If the units are to be created for separate ownership, a condominium map will be required with the building footprint generally being the exterior horizontal boundaries of the units. If the units are not created for separate ownership, then the building footprints shall generally be the boundaries of the lots. All areas outside of a building footprint shall be designated as "Tracts" for maintenance responsibility by a homeowner's association.

4. Landscaping

Landscaping shall be in conformance with the Zoning and Development Code (Code) for a multifamily residential development (see Landscaping Plan) with a total of 33 trees and 212 shrubs to be planted on 1.88 acres along with granite stone mulch and dryland grass seed mix in open space (tract) areas.

5. Phasing

The Casas de Luz Plan shall be developed in four phases. The phasing schedule is as follows (see Site Layout Plan):

The first phase shall be completed on or before December 31, 2014 with the recording of a plat with the Mesa County Clerk and Recorder consisting of all of the land in the Casa de Luz Property which includes all the lots in The Ridges Filing No. 5 abutting the frontage road to be vacated by eliminating the lot(s) or platting new lots in a manner acceptable to the City's Public Works and Planning Director so that access to and from the newly platted parcels is accomplished in accordance with City standards.

The second phase shall be completed on or before December 31, 2017, with a written approval of a final plan and plat for that portion of the Casas de Luz Property.

The third phase shall be completed on or before December 31, 2019, with a written approval of a final plan and plat for that portion of the Casas de Luz Property.

The fourth phase shall be completed on or before December 31, 2021, with the written approval of a final plan and recording of a plat with the Mesa County Clerk and Recorder finalizing the Casas de Luz Plan.

6. Community Benefit

The design incorporates elements of clustering units to allow for more private open space within the development. Also, the development provides more effective use of infrastructure by eliminating public right-of-way and using three shared accesses to serve the 20 dwelling units which significantly minimizes the impact onto West Ridges Boulevard.

7. Default Zoning

If the first phase for the Casas de Luz Plan is not completed in accordance with the approved scheduling phases and the amended Plan lapses, then the amended ordinance for the Casas de Luz Property shall have no force and effect and the previously amended Ordnance 2596 shall be in full force and effect as it applies to the Casas de Luz Property.

If the first phase is completed, then the Casas de Luz Property shall have a default zone of R-8, which is in conformance with the Comprehensive Plan for this area. The dimensional standards for the R-8, (Residential–8 du/ac) zone, as indicated in Section 21.03.040 (h) of the Zoning and Development Code, are as follows:

Density: The density shall remain 10.6 dwelling units per acre for the Casas de Luz Property.

Minimum lot area, width, and frontage: (See below for deviations from standards for the Proposed Plan.)

Detached Single-Family minimum 3000 square feet of area
minimum 40 feet width
minimum 20 feet frontage

Two Family Attached minimum 6,000 square feet of area
minimum 60 feet width
minimum 20 feet frontage

Multifamily No minimums for area, width, or frontage

Setbacks:

Front Yard Setback (Principal/Accessory): 20/25 (see deviation below)
Side Yard Setback (Principal/Accessory): 5/3
Rear Yard Setback (Principal/Accessory): 10/5

Maximum building height: 40' (The default maximum building height for single family attached and detached, including two family dwellings shall be 25' in conformance with the previously amended Ordinance 2596 for the Ridges PD.)

Deviations

1. Minimum Lot Area, Width and Frontage:

The Plan is designed to have each of the combined dwelling units to be surrounded by open space (see the Site Layout Plan) with shared drives for access to the right-of-way, the minimum lot area, width and frontage are not applicable.

2. Building Setbacks:

The Plan applies the front and rear yard setbacks to the exterior boundary of the Casas de Luz Property rather than the individual lot lines. The front yard setbacks are proposed to be deviated further as follows:

Front Yard (see Site Layout Plan): 15' for Filing One; 11' for Filing Two; 16' for Filing Four

Standard setbacks to the exterior boundary of the Casas de Luz Property setbacks apply unless otherwise noted.

Standard setbacks to the exterior boundary of the Casa de Luz Property setbacks apply unless otherwise noted.

3. Maximum Building Height:

All measurements for maximum heights are at sea level.

Unit 1: 4888'
Unit 2: 4883'
Unit 3: 4871'
Unit 4: 4861'
Unit 5: 4870'
Units 6, 7 & Unit 8: 4868'
Units 9, 10 & Unit 11: 4868'
Units 12, 13, & Unit 14: 4868'
Units 15, 16 and Unit 17: 4868'
Unit 18: 4850'
Unit 19: 4848'
Unit 20: 4844'

(See attached building rendering exhibits for clarification of the building heights and reference to each unit).

4. Multipurpose Easement:

A 10' multipurpose easement is allowed along the abutting West Ridges Boulevard.

INTRODUCED on first reading on this 7th day of September, 2011 and ordered published in pamphlet form.

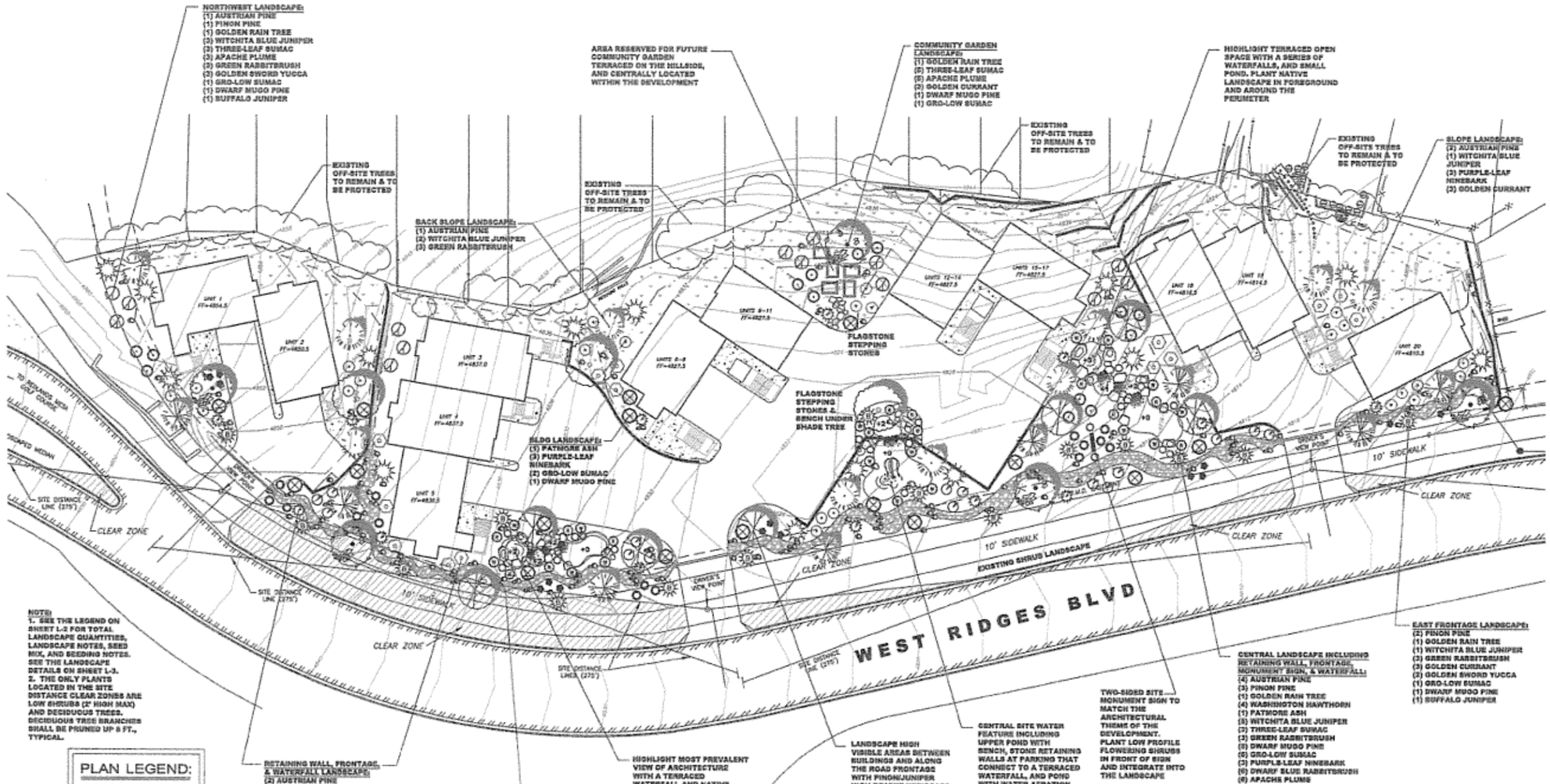
PASSED AND ADOPTED on second reading this 21st day of September, 2011 and ordered published in pamphlet form.

ATTEST:

President of the Council

Stephanie Tuin
City Clerk

UTILITY VENDORS
GAS — XCEL ENERGY
ELECTRIC — XCEL ENERGY
TELEPHONE — QWEST COMMUNICATIONS
IRRIGATION — RIDGES METROPOLEAN DISTRICT
SEWER — CITY OF GRAND JUNCTION
WATER — UTE WATER
CABLE — BRESNAN COMMUNICATIONS
NOTE: UTILITY LOCATIONS ARE APPROXIMATE CALL FOR LOCATES PRIOR TO EXCAVATION.
ALL CONSTRUCTION & MATERIALS SHALL COMPLY WITH CITY OF GRAND JUNCTION STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION.
CONTRACTOR SHALL HAVE A SIGNED COPY OF PLANS AND A COPY OF THE CITY OF GRAND JUNCTION STANDARD CONTRACT DOCUMENTS ON THE JOB SITE AT ALL TIMES.
CONSTRUCTION PERMIT NOTE
CONTRACTOR SHALL OBTAIN "WORK IN RIGHT-OF-WAY" PERMIT FOR ALL CONSTRUCTION ACTIVITY OCCURRING WITHIN WEST RIDGES BOULEVARD RIGHT-OF-WAY.
N
SCALE: 1" = 30'
FILING ONE
FILING TWO
FILING THREE
FILING FOUR
SCHOOL RIDGE ROAD
WEST RIDGES BOULEVARD
LEGEND
PROPERTY LINE
EDGE OF EXISTING ASPHALT
NEW ASPHALT PAVEMENT
NEW LANDSCAPING
NEW CONCRETE
EXISTING CONCRETE
TRAFFIC FLOW DIRECTION
CONSTRUCTION PHASE BOUNDARY
BENCHMARK
SPIKE - CP 20
ELEV = 4820.84
LAND USE BREAKDOWN
BULK REQUIREMENTS
LIST OF ABBREVIATIONS
BENCH MARK
CP AND SPIKE
N 21574.41
E 79868.97
ELEVATION=4820.84
NAVD 1988
PROJECT LOCATION
VICINITY MAP
CALL 811 BEFORE YOU DIG
NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.
PLAN TAG NOTES:
GENERAL NOTES:
REQUIRED PARKING SPACES PER CODE
UNITS 1-6, 16-20 SINGLE FAMILY
6 SINGLE FAMILY UNITS
2 PARKING SPACES REQUIRED PER UNIT
6 UNITS x 2 SPACES/UNIT = 16 SPACES
UNITS 7-15 (CONDOMINIUMS)
12 CONDOMINIUM UNITS, 2 BEDROOMS/UNIT
1.5 PARKING SPACES REQUIRED PER UNIT
12 UNITS x 1.5 SPACES/UNIT = 18 SPACES
TOTAL # PARKING SPACES REQUIRED = 34
PARKING PROVIDED
64 TOTAL SPACES*
*TOTAL INCLUDES GARAGE SPACES.
PRELIMINARY NOT FOR CONSTRUCTION
CLOSED TO ASPHALT PAVEMENT
SINGLE ROW RACK
BIKE RACK DETAIL
(OR APPROVED EQUAL)
CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE
INITIAL ACCEPTANCE
Date
CITY OF GRAND JUNCTION DEVELOPMENT ENGINEER
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE
INITIAL ACCEPTANCE
Date
DYNAMIC INVESTMENTS, INC.
CASAS DE LUZ
GRAND JUNCTION, COLORADO
SITE LAYOUT PLAN
Exhibit A
DATE 4-19-2011
DRAWN: RTC
CHKD: EES
PROJECT NO:
SHEET 2 OF 9
SHARPER
Engineering Services, Inc.
1756 N. 4th STREET, GRAND JUNCTION, CO 81501
TELEPHONE (970) 255-0029 FAX (970) 242-4883
COLORADO REGISTERED STEVEN L. SHARP 29547 PROFESSIONAL ENGINEER
REVISION
BY
REV
DATE
NO
4/19/11
1
PER REVIEW COMMENTS


NORTHWEST LANDSCAPE:
(1) AUSTRIAN PINE
(1) PINON PINE
(1) GOLDEN RAIN TREE
(3) WITCHITA BLUE JUNIPER
(3) THREE-LEAF SUMAC
(3) APACHE PLUME
(3) GREEN RABBITBRUSH
(3) GOLDEN SWORD YUCCA
(1) GRO-LOW SUMAC
(1) DWARF MUGO PINE
(1) BUFFALO JUNIPER
EXISTING OFF-SITE TREES TO REMAIN & TO BE PROTECTED
BACK SLOPE LANDSCAPE:
(1) AUSTRIAN PINE
(2) WITCHITA BLUE JUNIPER
(3) GREEN RABBITBRUSH
EXISTING OFF-SITE TREES TO REMAIN & TO BE PROTECTED
AREA RESERVED FOR FUTURE COMMUNITY GARDEN TERRACED ON THE HILLSIDE, AND CENTRALLY LOCATED WITHIN THE DEVELOPMENT
COMMUNITY GARDEN LANDSCAPE:
(1) GOLDEN RAIN TREE
(5) THREE-LEAF SUMAC
(5) APACHE PLUME
(3) GOLDEN CURRANT
(1) DWARF MUGO PINE
(1) GRO-LOW SUMAC
EXISTING OFF-SITE TREES TO REMAIN & TO BE PROTECTED
HIGHLIGHT TERRACED OPEN SPACE WITH A SERIES OF WATERFALLS, AND SMALL POND. PLANT NATIVE LANDSCAPE IN FOREGROUND AND AROUND THE PERIMETER
EXISTING OFF-SITE TREES TO REMAIN & TO BE PROTECTED
SLOPE LANDSCAPE:
(2) AUSTRIAN PINE
(1) WITCHITA BLUE JUNIPER
(3) PURPLE-LEAF NINEBARK
(3) GOLDEN CURRANT
FLAGSTONE STEPPING STONES
FLAGSTONE STEPPING STONES & BENCH UNDER SHADE TREE
BLDG LANDSCAPE:
(1) PATMORE ASH
(3) PURPLE-LEAF NINEBARK
(2) GRO-LOW SUMAC
(1) DWARF MUGO PINE
UNIT 1 FF=4554.5
UNIT 2 FF=4553.5
UNIT 3 FF=4537.0
UNIT 4 FF=4537.0
UNIT 5 FF=4536.5
UNITS 6-11 FF=4527.5
UNITS 12-14 FF=4527.5
UNITS 15-17 FF=4527.5
UNIT 18 FF=4514.5
UNIT 19 FF=4514.5
UNIT 20 FF=4510.5
TO REDLANDS MESA GOLF COURSE
GRADED MEDIAN
SITE DISTANCE LINE (275')
CLEAR ZONE
DRIVER'S VIEW POINT
10' SIDEWALK
EXISTING SHRUB LANDSCAPE
WEST RIDGES BLVD
NOTE:
1. SEE THE LEGEND ON SHEET L-2 FOR TOTAL LANDSCAPE QUANTITIES, LANDSCAPE NOTES, SEED MIX, AND SEEDING NOTES. SEE THE LANDSCAPE DETAILS ON SHEET L-3.
2. THE ONLY PLANTS LOCATED IN THE SITE DISTANCE CLEAR ZONES ARE LOW SHRUBS (2' HIGH MAX) AND DECIDUOUS TREES. DECIDUOUS TREE BRANCHES SHALL BE PRUNED UP 8 FT., TYPICAL.
PLAN LEGEND:
RETAINING WALL, FRONTAGE, & WATERFALL LANDSCAPE:
(2) AUSTRIAN PINE
(2) PINON PINE
(1) PATMORE ASH
(1) GOLDEN RAIN TREE
(3) WASHINGTON HAWTHORN
(2) WITCHITA BLUE JUNIPER
(3) THREE-LEAF SUMAC
(3) GREEN RABBITBRUSH
(4) DWARF MUGO PINE
(6) GRO-LOW SUMAC
(6) PURPLE-LEAF NINEBARK
(9) DWARF BLUE RABBITBRUSH
(6) BLUE MIST SPIREA
(5) BUFFALO JUNIPER
(3) GOLDEN SWORD YUCCA
(9) FEATHER REED GRASS
(5) RED GROUNDCOVER ROSE
(5) WHITE GROUNDCOVER ROSE
HIGHLIGHT MOST PREVALENT VIEW OF ARCHITECTURE WITH A TERRACED WATERFALL AND NATIVE LANDSCAPE IN FOREGROUND
MEANDERING DRY STREAM BED WITH NATIVE LANDSCAPE BOULDER OUTCROPS, AND COBBLE SWALE THAT MEANDERS IN WIDTH AND DIRECTION, AND HELPS TO FACILITATE DRAINAGE THROUGH THE PROPERTY
NOTE:
ALL PLANT LOCATED WITHIN THE SITE DISTANCE TRIANGLE ZONES ARE SHRUBS WITH A MAXIMUM HEIGHT OF 2 FT., OR TREES THAT SHALL HAVE BRANCHES PRUNED UP 7 FT. FROM THE GROUND, TYPICAL.
LANDSCAPE HIGH VISIBLE AREAS BETWEEN BUILDINGS AND ALONG THE ROAD FRONTAGE WITH PINON/JUNIPER HIGH DESERT XERISCAPE LANDSCAPING THROUGHOUT DEVELOPMENT USING DROUGHT TOLERANT FLOWERING NATIVE TREES, SHRUBS, AND PERENNIALS
CENTRAL SITE WATER FEATURE INCLUDING UPPER POND WITH BENCH, STONE RETAINING WALLS AT PARKING THAT CONNECT TO A TERRACED WATERFALL, AND POND WITH WATER AERATION FOUNTAIN. THE SURROUNDING LANDSCAPE HELPS TO SCREEN PARKING AREA
TWO-SIDED SITE MONUMENT SIGN TO MATCH THE ARCHITECTURAL THEME OF THE DEVELOPMENT. PLANT LOW PROFILE FLOWERING SHRUBS IN FRONT OF SIGN AND INTEGRATE INTO THE LANDSCAPE
CENTRAL LANDSCAPE INCLUDING RETAINING WALL, FRONTAGE, MONUMENT SIGN, & WATERFALL:
(4) AUSTRIAN PINE
(3) PINON PINE
(1) GOLDEN RAIN TREE
(4) WASHINGTON HAWTHORN
(1) PATMORE ASH
(5) WITCHITA BLUE JUNIPER
(3) THREE-LEAF SUMAC
(3) GREEN RABBITBRUSH
(9) DWARF MUGO PINE
(6) GRO-LOW SUMAC
(6) PURPLE-LEAF NINEBARK
(9) DWARF BLUE RABBITBRUSH
(6) APACHE PLUME
(9) BLUE MIST SPIREA
(6) BUFFALO JUNIPER
(6) GOLDEN SWORD YUCCA
(9) FEATHER REED GRASS
(9) RED GROUNDCOVER ROSE
(9) WHITE GROUNDCOVER ROSE
EAST FRONTAGE LANDSCAPE:
(2) PINON PINE
(1) GOLDEN RAIN TREE
(1) WITCHITA BLUE JUNIPER
(3) GREEN RABBITBRUSH
(3) GOLDEN CURRANT
(3) GOLDEN SWORD YUCCA
(1) GRO-LOW SUMAC
(1) DWARF MUGO PINE
(1) BUFFALO JUNIPER
JULEE WOLVERTON LA - 505 STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT
CITY COMMUNITY DEVELOPMENT
ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE
Date
ACCEPTED AS CONSTRUCTED
Date
Revised 5-25-11
CASAS DE LUZ
Grand Junction, Colorado
NORTH
Planting Plan
SCALE: 1" = 20'-0"
DATE: 09/14/10
Sheet L-1
20 0 20 40
SCALE FEET
Julee Wolverton, Landscape Architect
61945 Nighthawk Road
Montrose, CO 81401
p: 970.249.9392
f: 970.240.3665
wolverton@montrose.net

PLANT LEGEND: TREES = 33 TOTAL.

SYM.	BOTANICAL NAME:	COMMON NAME:	SIZE:	QUANTITY:	REMARKS:
	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	2" CAL.	7 TOTAL	25' TALL, 20' SPREAD, WHITE SPRING FLOWERS
	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE ASH	2" CAL.	3 TOTAL	40' TALL, 30' SPREAD, YELLOW FALL COLOR
	KOELREUTERIA PANICULATA	GOLDEN RAIN TREE	2" CAL.	5 TOTAL	30' TALL, 25' SPREAD, ATTRACTIVE FALL PODS
	PINUS EDULIS	PINON PINE	6 FT. B&B	8 TOTAL	20' TALL, 10' SPREAD, GREEN EVERGREEN
	PINUS NIGRA	AUSTRIAN PINE	6 FT. B&B	10 TOTAL	40' TALL, 12' SPREAD, GREEN EVERGREEN

TREES

PLANT LEGEND: SHRUBS = 212 TOTAL

SYM.	BOTANICAL NAME:	COMMON NAME:	SIZE:	QUANTITY:	REMARKS:
	CALAMAGROSTIS 'KARL FOERSTER'	FEATHER REED GRASS	5 GALLON	14 TOTAL	4' TALL, 2' SPREAD, ORNAMENTAL GRASS
	CARYOPTERIS 'DARK KNIGHT'	BLUE MIST SPIREA	5 GALLON	15 TOTAL	3' TALL, 4' SPREAD, BLUE FLOWERS
	CHRYSOTHAMNUS NAUSEOSUS 'GRAVEOLENS'	GREEN RABBITBRUSH	5 GALLON	15 TOTAL	4' TALL, 4' SPREAD, YELLOW FLOWERS
	CHRYSOTHAMNUS NAUSEOSE 'NANA'	DWARF BLUE RABBITBRUSH	5 GALLON	10 TOTAL	2' TALL, 2' SPREAD, YELLOW FLOWERS
	FALLUGIA PARADOXA	APACHE PLUME	5 GALLON	14 TOTAL	3' TALL, 4' SPREAD, SILVER FOLIAGE
	JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER	5 GALLON	13 TOTAL	1' TALL, 8' SPREAD, GREEN EVERGREEN
	JUNIPERUS 'WITCHITA BLUE'	WITCHITA BLUE JUNIPER	5 GALLON	14 TOTAL	15' TALL, 6' SPREAD, UPRIGHT SILVER/BLUE EVERGREEN
	PHYSOCARPUS 'DIABLO'	PURPLE LEAF NINEBARK	5 GALLON	15 TOTAL	6' TALL, 9' SPREAD, PURPLE FOLIAGE
	PINUS MUGO 'SLOWMOUND'	DWARF MUGO PINE	5 GALLON	13 TOTAL	3' TALL, 4' SPREAD, EVERGREEN
	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	5 GALLON	17 TOTAL	3' TALL, 6' SPREAD, ORANGE FALL COLOR
	RHUS TRILOBATA	THREE-LEAF SUMAC	5 GALLON	14 TOTAL	5' TALL, 6' SPREAD, ORANGE FALL COLOR
	RIBES AUREUM	GOLDEN CURRANT	5 GALLON	9 TOTAL	5' TALL, 5' SPREAD, YELLOW FLOWERS
	ROSA 'FIRE MEIDILAND'	RED GROUNDCOVER ROSE	5 GALLON	14 TOTAL	3' TALL, 4 SPREAD, RED SUMMER FLOWERS
	ROSA 'WHITE MEIDILAND'	WHITE GROUNDCOVER ROSE	5 GALLON	14 TOTAL	2' TALL, 4' SPREAD, WHITE FLOWERS
	YUCCA FILAMENTOSA 'GOLDEN SWORD'	GOLDEN SWORD YUCCA	5 GALLON	14 TOTAL	3' TALL, 3' SPREAD, GOLDEN VARIEGATED SWORD LEAVES

SHRUBS

LEGEND: STONE MULCH, NATIVE GRASS, EDGER, BOULDERS, ETC...

SYM.	DESCRIPTION:	QUANTITY:	REMARKS:
	SHREDDED CEDAR BARK MULCH	1,600 SF	PLACE 2' FT. DIA. AROUND TREES, 1 FT. DIA. AROUND SHRUBS TO MAINTAIN MOISTURE, AND THROUGHOUT DESIGNATED SHRUB BEDS AT 3" DEEP OVER LANDSCAPE FABRIC
	1/2" BROWN/BEIGE DECOMPOSED GRANITE STONE MULCH	23,000 SF	PLACE 3" DEEP (NO LANDSCAPE FABRIC) IN DESIGNATED LANDSCAPE AREAS
	DRYLAND GRASS SEED MIX	18,000 SF	SEE THE SEED MIX AND SEEDING NOTES THIS PAGE
	STEEL EDGER	45 LF	1/8" X 4" X 10 FT. COMMERCIAL GRADE STEEL EDGER. INSTALL WITH PROPER OVERLAPS AND STAKES PER MFG RECOMMENDATIONS
	LANDSCAPE BOULDERS: 66 AT DRY STREAM BED, 75 AT WATER FEATURES, 45 OTHER	(128) 2'X2'X1' (66) 3'X3'X4'	BURY 1/3 DEPTH, 2 SIZES, OWNER FURNISHED AND CONTRACTOR INSTALLED SEE THE DETAIL, SHEET L-3
	DRY STREAM BED = 6"-12" COBBLE	2,500 SF	MEANDER IN WIDTH AND DIRECTION. INSTALL PER THE DETAIL, SHEET L-3
	STONE RETAINING WALL - SEE THE CIVIL DWGS	SEE CIVIL	SEE THE CIVIL DRAWINGS
	DESIGN/BUILD RECIRCULATING WATERFALL, STREAM, POND BY CONTRACTOR	3 TOTAL	DESIGN / BUILD BY CONTRACTOR. COORDINATE WITH OWNER.

STONE MULCH, NATIVE GRASS, EDGER

LANDSCAPE NOTES:

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. DO NOT PLANT ANY TREES OR SHRUBS DIRECTLY OVER BURIED UTILITY LINES, OR ANY TREES UNDER OVERHEAD UTILITY LINES. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC... WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.

2. VERIFY ALL PLANT QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING BID. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.

3. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTED AREAS AND GRASS UNTIL FINAL ACCEPTANCE INCLUDING IRRIGATION SYSTEM, WATERING OF PLANTS, SPRAYING, PRUNING, MULCHING, FERTILIZING, ETC...)

4. MEASURE OFF THE PLANS TO ACCURATELY LAYOUT ALL FEATURES AND PLANT LOCATIONS INCLUDING DRY STREAM BED, BERMS, SITE FEATURES, AND PLANTING AREAS.

5. INSTALL A NEW AUTOMATIC PRESSURIZED UNDERGROUND IRRIGATION SYSTEM FOR THE NEW LANDSCAPE. PROVIDE LOW VOLUME BUBBLER IRRIGATION TO ALL TREES AND SHRUBS. THE PERIMETER SEEDED CONSTRUCTION GRADED AREAS SHALL BE TEMPORARILY IRRIGATED ONLY UNTIL ESTABLISHED. CONTRACTOR TO USE IRRIGATION DITCH WATER, PUMP, AND AUTOMATIC CONTROLLER. COORDINATE WITH OWNER.

6. AMEND TOPSOIL AS NEEDED. ALL NATIVE GRASS SEED AREAS SHALL HAVE A MINIMUM DEPTH OF 4 INCHES OF TOPSOIL, AND PLANTING BED AREAS SHALL HAVE A MINIMUM OF 6 INCHES OF TOPSOIL. ALL PARKING LOT ISLANDS SHALL HAVE A MINIMUM DEPTH OF 8" OF TOPSOIL. TOPSOIL SHALL BE FREE OF DEBRIS LARGER THAN 1" SIZE WITH A SALT READING OF NOT MORE THAN 3 MMHOS/CM.

7. WHEN INSTALLING PLANT MATERIAL, PLANT MIX SHALL BE COMPRISED OF 1 PART SOIL CONDITIONER (DECOMPOSED BARK MULCH OR "MESA MAGIC" SOIL CONDITIONER) TO 2 PARTS TOPSOIL. OVER EXCAVATE THE PLANTING HOLES TWO TIMES THE DIAMETER OF THE ROOTBALL. FILL WITH PLANT MIX.

8. PLANT MATERIAL WAS CHOSEN FOR ITS SPECIFIC VARIETY, HEIGHT, AND COLOR. ANY PLANT MATERIAL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

9. STONE MULCH LANDSCAPE SHRUB AREAS SHALL BE INSTALLED WITH A MINIMUM OF THREE INCHES OF SPECIFIED STONE MULCH.

10. SEED AREAS SHALL BE SEEDED AS SPECIFIED IN THE SEEDING NOTES AND SPECIFICATIONS. PRIOR TO SEEDING ROTOTILL 3 CY/1,000 SF OF SOIL CONDITIONER INTO THE TOP FOUR INCHES OF TOPSOIL AND FINE GRADE (COMPOSTED SAWDUST, COMPOSTED 1/2" WOOD CHIPS, LEAF MATERIAL AND/OR MEATMOSS OR EQUAL. NO MANURES OF ANY TYPE SHALL BE USED). THERE SHALL BE NO CLODS GREATER THAN 2".

11. SHREDDED CEDAR BARK MULCH SHALL BE PLACED AROUND THE DRIPLINE OF EACH PLANT 3" DEEP TO MAINTAIN MOISTURE, 2 FT. DIAMETER AROUND TREES, AND 1 FT. DIAMETER AROUND SHRUBS. HOWEVER, KEEP MULCH 6" AWAY FROM TREE TRUNKS AND 2" AWAY FROM SHRUB STEMS.

12. WHEN PLANTING TREES, SHRUBS, OR PERENNIALS: THOROUGHLY SOAK PLANTING HOLE WHILE BACKFILLING. PRUNE DEAD OR DAMAGED BRANCHES IMMEDIATELY AFTER PLANTING.

13. BURY LANDSCAPE BOULDERS TO 1/3 DEPTH TO LOOK INTEGRAL IN THE LANDSCAPE. GROUP BOULDERS AS SHOWN ON THE PLANS.

14. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARDS FOR NURSERY STOCK, CURRENT EDITION. PLANTING SHALL BE DONE IN CONFORMANCE WITH THE ASSOCIATED LANDSCAPE CONTRACTORS OF COLORADO (A.L.C.C.) SPECIFICATIONS. PLANT MATERIAL AND IRRIGATION SYSTEM TO BE GUARANTEED BY CONTRACTOR FOR ONE YEAR FROM FINAL ACCEPTANCE. ANY DEAD OR DYING PLANT SHALL BE REPLACED AT NO COST TO OWNER DURING GUARANTEE PERIOD.

15. LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR ANY MEANS, METHODS, OR APPROPRIATENESS OF CONSTRUCTION PROCEDURES BY ANY CONTRACTOR.

NATIVE GRASS SEED MIX:

DESCRIPTION: Dryland Grasses for Western Colorado		QUANTITY: rate lbs PLS/acre
Perennial Rye (Tetraploid)	Lolium perenne	6 lb
'Paloma' Indian Ricegrass	Achnatherum hymenoides	7 lb
Sandberg bluegrass	Poa sandbergii	5 lb
Nodding Brome	Bromus anomalus	7 lb
Blue Grama	Bouteloua gracilis	3 lb
Sand Dropseed	Sporobolus cryptandrus	2 lb
	TOTAL	30 lbs PLS per acre (6 lbs PLS/1,000 SF)

** Rates shown are to be used when seed is drilled. If seed is broadcast seeding rates should be doubled.

SEEDING NOTES:

1. THE PERIMETER OF THE SITE SHALL BE DRILL SEEDED WITH NATIVE GRASS SEED TO REVEGETATE AND STABILIZE DISTURBED CONSTRUCTION AND BARE AREAS. THIS PERIMETER AREA WILL NOT BE IRRIGATED. THESE AREAS SHALL BE SEEDED ONLY IN LATE FALL OR EALY SPRING TO TAKE ADVANTAGE OF NATURAL SEASONAL MOISTURE.

2. SEED AFTER ALL FINAL GRADING, BOULDER PLACEMENT, AND PLANTING OF ALL PLANT MATERIAL IS COMPLETE.

3. SOIL PREP: GRADE TOPSOIL TO A REASONABLE EVEN, SMOOTH, LOOSE SEED BED. ROTOTILL 3 CY/1,000 SF OF SOIL CONDITIONER INTO TOP 4"-6" OF TOPSOIL AND FINE GRADE.

4. SEED SHALL BE UNIFORMLY APPLIED OVER THE ENTIRE DISTURBED AREA. ALL AREAS TO BE SEEDED THAT ARE 3:1 SLOPE OR FLATTER SHALL BE DRILL SEEDED. OPERATE EQUIPMENT PERPENDICULAR TO THE SLOPE. DRILL SEED 1 INCH DEEP IN ROWS SPACED NO MORE THAN 7 INCHES APART. ON SLOPES STEEPER THAN 3:1, SEED SHALL BE APPLIED BY MEANS OF A MECHANICAL BROADCASTER AT DOUBLE THE RATE REQUIRED FOR DRILL SEEDING. ALL SEED SOWN BY MECHANICAL BROADCASTERS SHALL BE RAKED OR DRAGGED INTO THE SOIL TO A DEPTH OF 1/2". CARE SHOULD BE TAKEN TO INSURE UNIFORM COVERAGE OF SEED.

5. SEED SHALL BE MULCHED AND CRIMPED WITH STRAW MULCH WITHIN 24 HOURS OF SEEDING. NATIVE GRASS STRAW SHALL BE APPLIED AT THE RATE OF TWO TONS PER ACRE (APPROX. 1 BALE PER 500 SF). IT SHALL BE CRIMPED IN WITH A CRIMPER OR OTHER APPROVED METHOD TO A MINIMUM DEPTH OF 3". DO NOT MULCH DURING WINDY CONDITIONS. ANY AREAS DISTURBED BY MULCHING OPERATIONS SHALL BE RESEEDED AT CONTRACTOR'S EXPENSE.

6. PROTECT ALL SEEDED AREAS FROM DAMAGE UNTIL NATIVE GRASS IS ESTABLISHED.

CASAS DE LUZ RESIDENTIAL DEVELOPMENT
CITY OF GRAND JUNCTION LANDSCAPE REQUIREMENTS:
82,022 SF (1.88 ACRES) IMPROVED AREA

82,022 / 2500 = 33 TREES
82,022 / 300 = 273 SHRUBS
MINUS 68 SHRUBS FROM 25% SHRUB TO NATIVE GRASS ALLOWANCE CONVERSION=205 REQUIRED SHRUBS

NATIVE GRASS MIN. ALLOWANCE PER CODE = 3,400 SF
NATIVE GRASS PROVIDED ON SITE = 18,000 SF

33 2" CALIPER TREES REQUIRED
33 TREES PROVIDED

205 5-GALLON SHRUBS REQUIRED
212 SHRUB PROVIDED

JULEE WOLVERTON L.A. 305 STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

CITY COMMUNITY DEVELOPMENT
ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE
ACCEPTED AS COMPLETED — Date

CASAS DE LUZ
Grand Junction, Colorado

NORTH

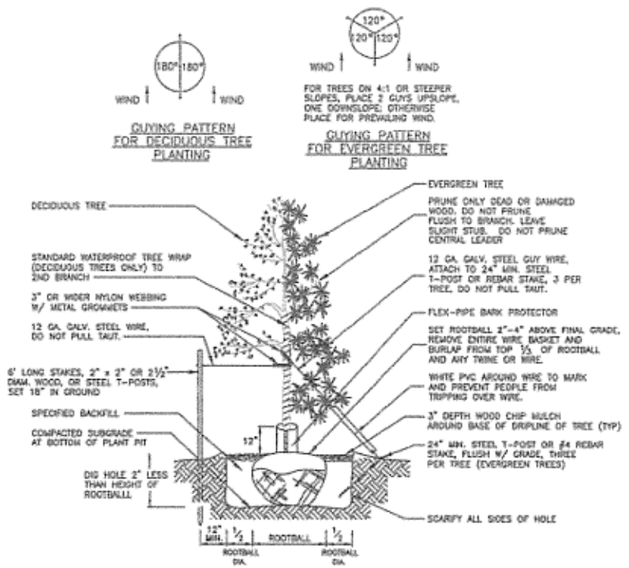
Planting Legend & Notes

SCALE: 1" = 20'-0" DATE: 09/14/10
Sheet L-2

20 0 20 40
SCALE FEET
20

Revised 5-25-11

Julee Wolverton, Landscape Architect
61945 Nighthawk Road
Montrose, CO 81401
p. 970.249.9392
f. 970.240.3665
wolverton@montrose.net



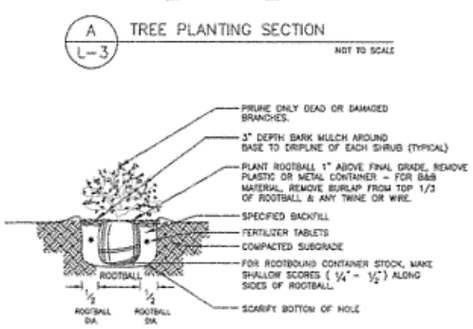
A / L-3 TREE PLANTING SECTION

NOT TO SCALE

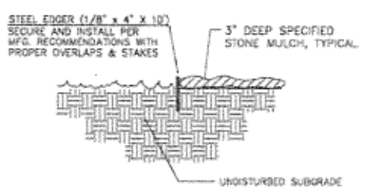
GUYING PATTERN FOR DECIDUOUS TREE PLANTING

FOR TREES ON 4:1 OR STEEPER SLOPES, PLACE 2 GUYS UPSLOPE, ONE DOWNSLOPE; OTHERWISE PLACE FOR PREVAILING WIND.

GUYING PATTERN FOR EVERGREEN TREE PLANTING

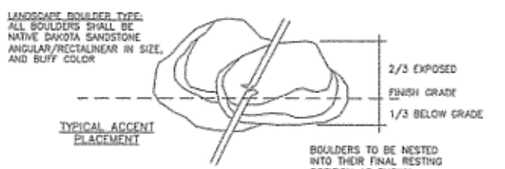


C / L-3 SHRUB PLANTING SECTION



D / L-3 STEEL EDGER / STONE MULCH

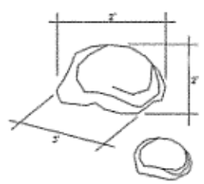
NOT TO SCALE



BIDDING NOTES:

1. THESE BOULDERS SHALL BE OWNER FURNISHED AND STOCKPILED ON THE SITE FOR CONTRACTOR INSTALLATION.

1. PLACEMENT OF LANDSCAPE BOULDERS REFERS TO BOULDERS PLACED IN THE GROUND WITH ONE THIRD (1/3) OF IT'S MASS NESTED BELOW GRADE AND TWO THIRDS (2/3) OF ITS MASS ABOVE FINISHED GRADE.
2. CARE SHALL BE TAKEN DURING PLACEMENT AND HANDLING TO AVOID UNNATURAL SCARRING OF THE EXPOSED SURFACE.



APPROXIMATE SIZE:
LARGE = 3'X3'X4'

APPROXIMATE SIZE:
MEDIUM = 2'X2'X3'

B / L-3 LANDSCAPE BOULDER

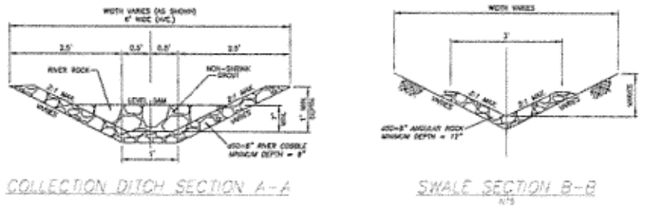
NOT TO SCALE

NOTE:
1. WIDTH OF DRY STREAM BED SHALL VARY FROM APPROX. 2.5 FT. WIDE MIN. TO 8 FT. WIDE MAX. (6 FT WIDE AVERAGE)

2. LANDSCAPE BOULDERS SHALL BE NESTED IN GROUPS IN A RANDOM FASHION ALONG THE EDGES AND THROUGHOUT THE DRY STREAMBED AS SHOWN ON THE DWGS.

3. APPLY A PRE-EMERGENT HERBICIDE THROUGHOUT STREAMBED AREA BEFORE PLACEMENT OF COBBLE

4. INSTALL DRY STREAM BED TO LOOK AS NATURAL AS POSSIBLE WITH VARYING ROCK SIZES AND GROUPINGS OF BOULDERS, AND VARYING WIDTH. LANDSCAPE ARCHITECT MUST APPROVE LAYOUT.



COLLECTION DITCH SECTION A-A

SWALE SECTION B-B

PLAN

1" - 2" WASHED RIVER GRAVEL CHINKED BETWEEN RIVER COBBLE (TYP.)

PLACE 6" TO 12" WASHED RIVER COBBLE SPACED & GROUPED RANDOMLY.

E / L-3 DRY STREAM BED

NOT TO SCALE

JULEE WOLVERTON LA - 505 STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

CITY COMMUNITY DEVELOPMENT
ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.
ACCEPTED AS CONSTRUCTED Date
Date

CASAS DE LUZ
Grand Junction, Colorado

NORTH

Landscape Details

DATE: 08/14/11

SCALE: Not to Scale

Sheet L-3

20 0 20 40

SCALE 20 FEET

Revised 5-25-11

Julee Wolverton, Landscape Architect

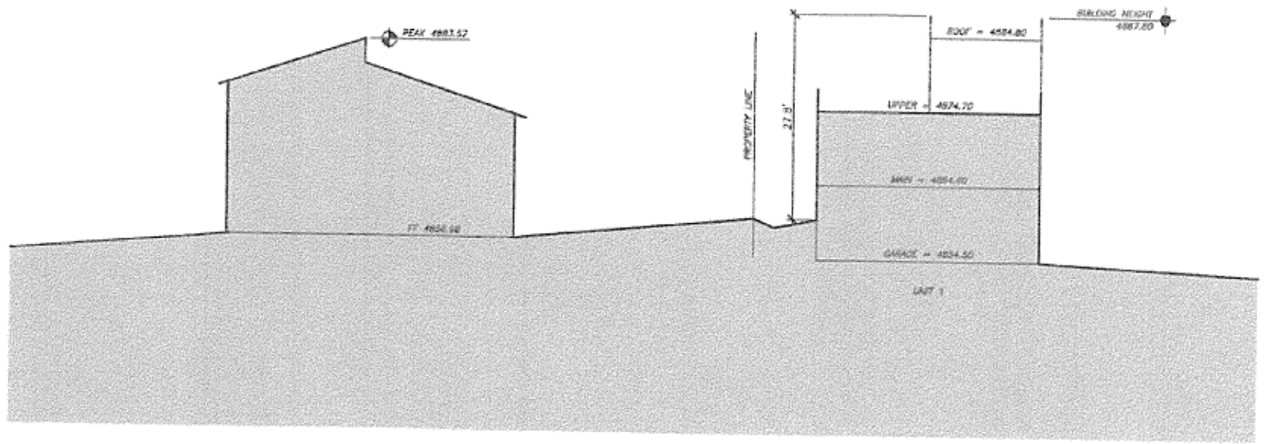
61945 Nighthawk Road
Montrose, CO 81401
p: 970.249.9392
f: 970.240.3665
wolverton@montrose.net



CASAS de LUZ

SITE PLAN

CHAMBERLIN ARCHITECTS

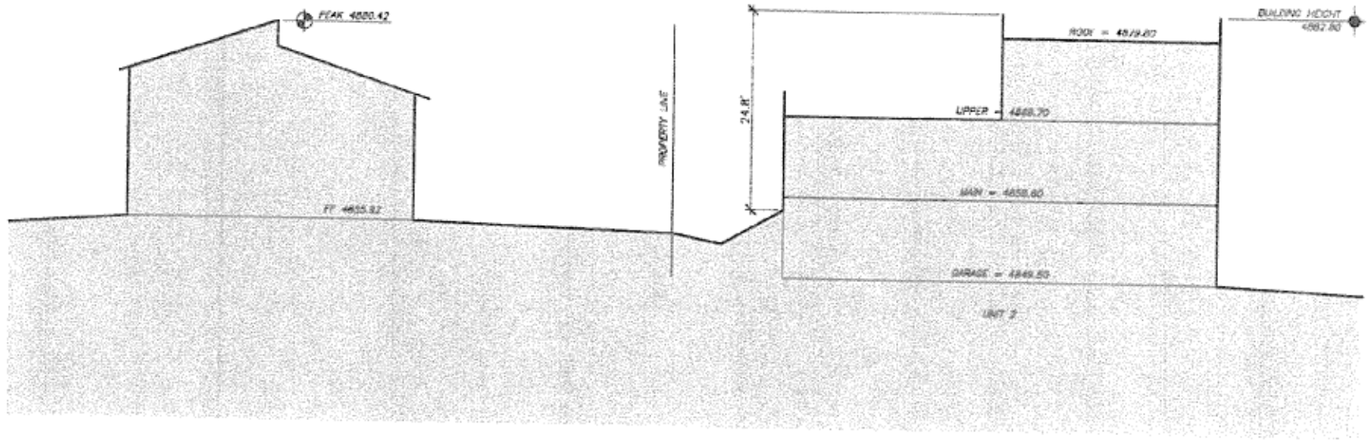


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 1

CHAMBERLIN ARCHITECTS

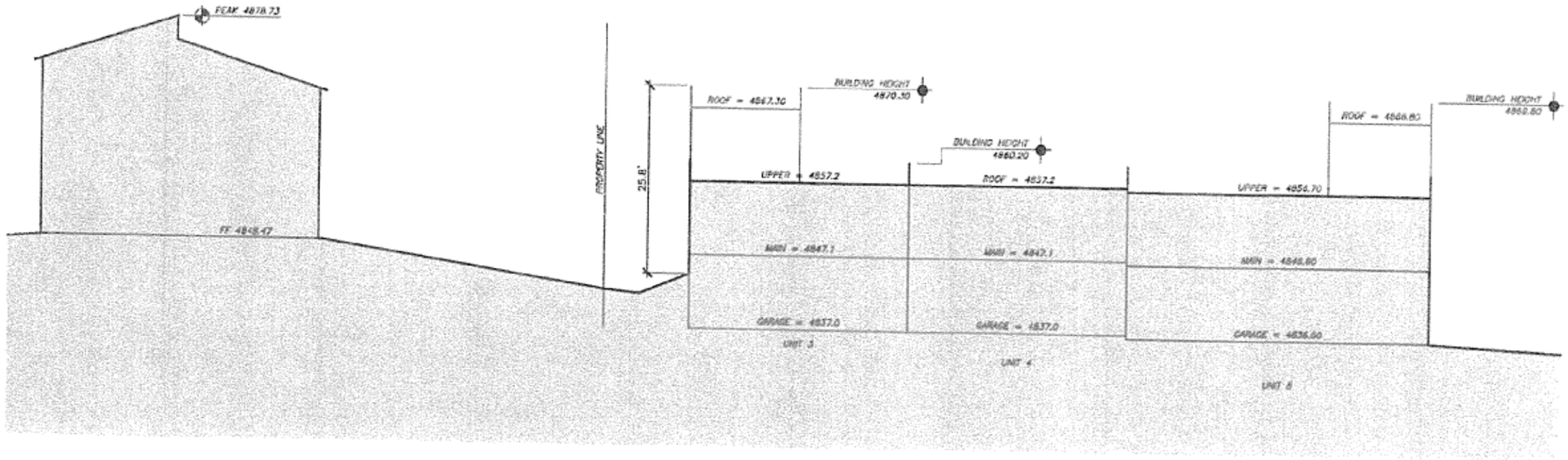


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 2

CHAMBERLIN ARCHITECTS

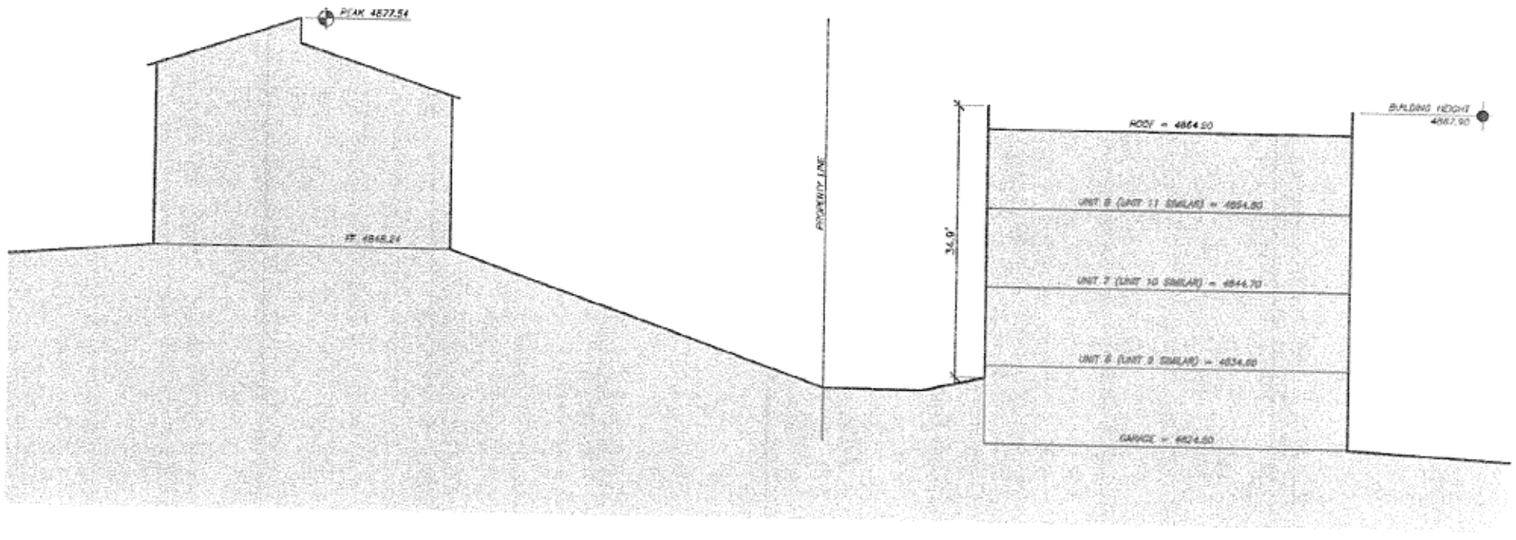


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 3

CHAMBERLIN ARCHITECTS

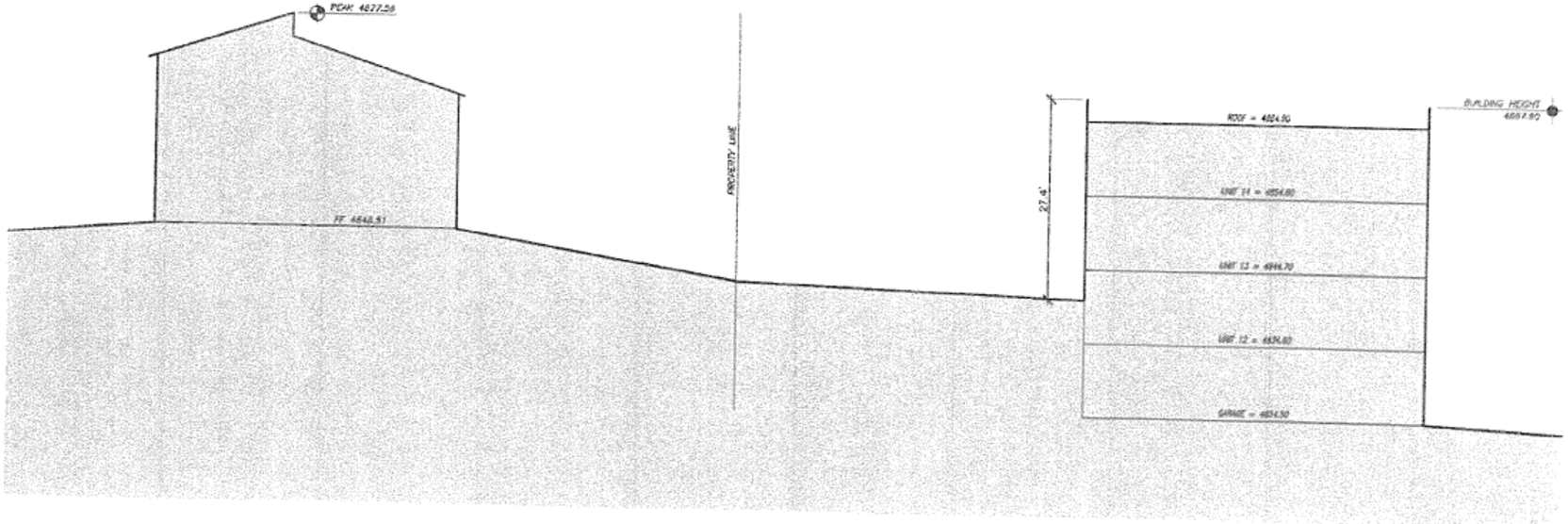


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 4

CHAMBERLIN ARCHITECTS

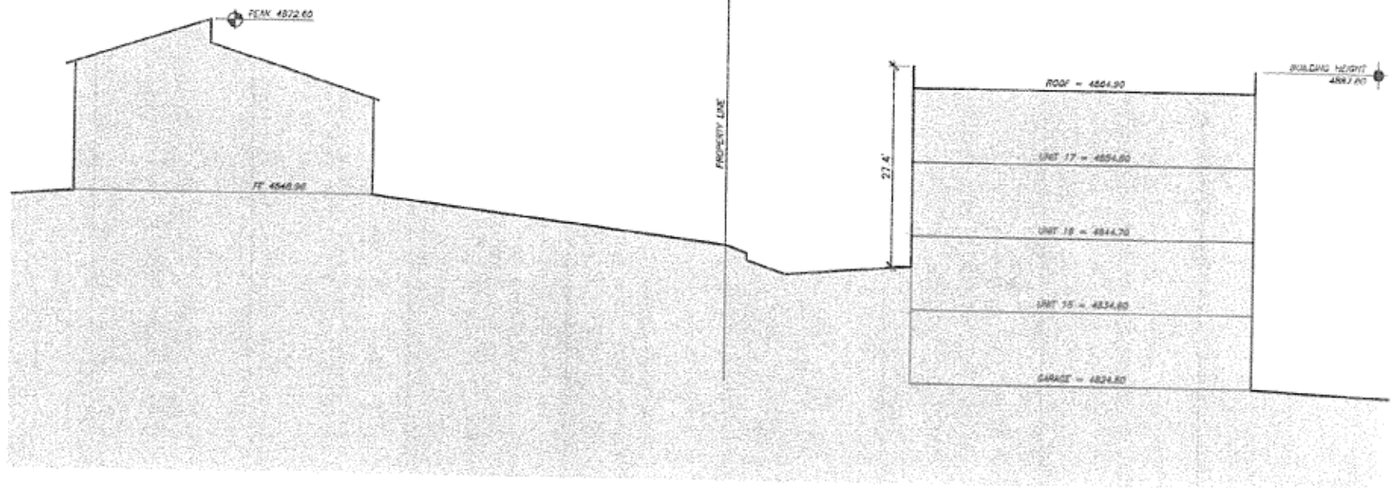


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 5

CHAMBERLIN ARCHITECTS

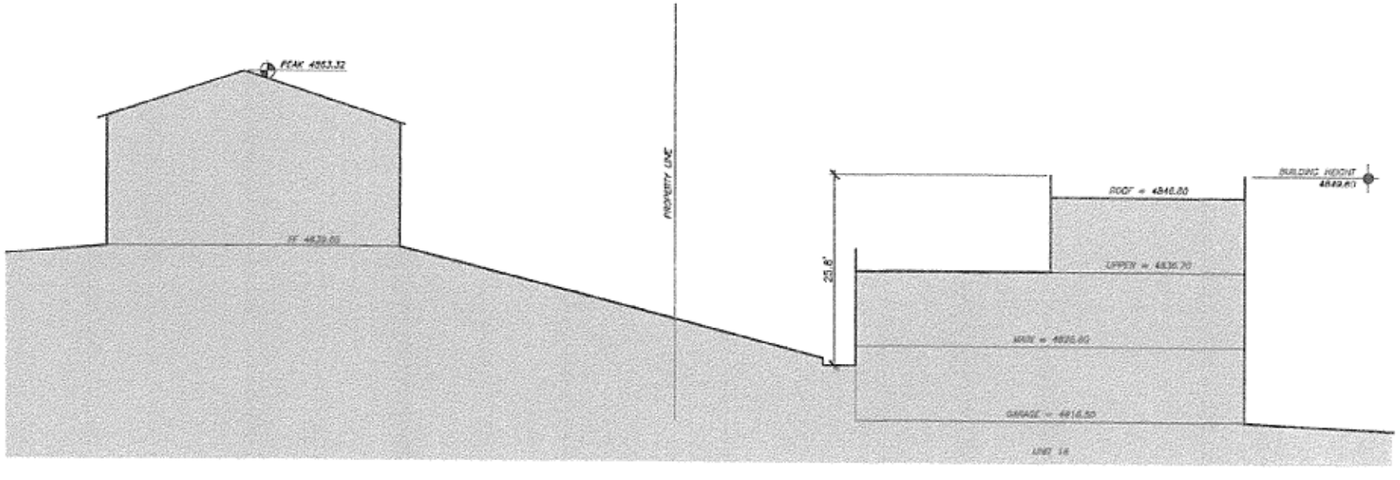


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 6

CHAMBERLIN ARCHITECTS

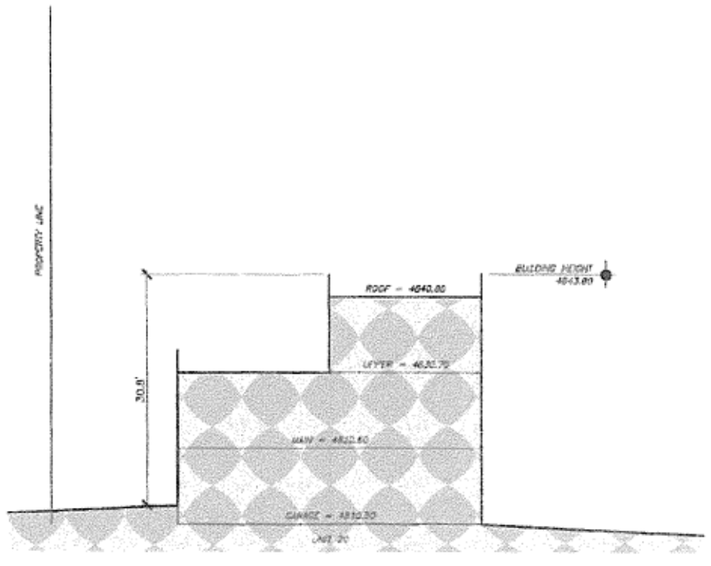


CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 7

CHAMBERLIN ARCHITECTS



CASAS de LUZ

SCALE: 1" = 20'

SITE SECTION 9

CHAMBERLIN ARCHITECTS

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4654

AN ORDINANCE AMENDING ORDINANCE NO. 4482 FOR THE CASAS DE LUZ PLANNED DEVELOPMENT RESIDENTIAL SUBDIVISION REVISING THE PROPOSED PHASING SCHEDULE

LOCATED ADJACENT TO WEST RIDGES BOULEVARD AND WEST OF SCHOOL RIDGE ROAD

Recitals:

The applicant, Dynamic Investments Inc., wishes to revise the proposed phasing schedule for the Casas de Luz Planned Development residential subdivision in order to develop (20) dwelling units on 1.88 +/- acres. The Casas de Luz residential development plan consists of proposed new residential lots, common areas and stacked condominium units on property zoned PD (Planned Development).

The purpose of this Ordinance is to extend the phasing schedule for the Casas de Luz Planned Development provided in Ordinance No. 4482, without modifying any other aspects of Ordinance No. 4482 or of the residential development plan.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the extended phasing schedule for the Casas de Luz Planned Development.

The City Council finds that the review criteria for the planned development that were established at the time Ordinance No. 4482 was adopted are still applicable and are still met and that the establishment thereof is not affected by the extension of the phasing schedule.

The City Council finds that extending the phasing schedule is reasonable in light of the economic downturn and is in the best interests of the community.

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

The development phasing schedule established by Ordinance No. 4482 is amended as follows:

Phase 1 plat must be recorded by December 31, 2017 (extended by three years, from December 31, 2014)

Phase 2 plat must be recorded by December 31, 2019 (extended by two years, from December 31, 2017)

Phase 3 plat must be recorded by December 31, 2020 (extended by one year, from December 31, 2019)

Phase 4 plat shall be recorded by December 31, 2021 (unchanged).

All other aspects of Ordinance No. 4482 shall remain in effect.

Introduced on first reading this 21st day of January, 2015 and ordered published in pamphlet form.

Adopted on second reading this 4th day of February, 2015 and ordered published in pamphlet form.

ATTEST:

Stephanie Tuin
City Clerk

Bruce Hill
Mayor

CITY OF GRAND JUNCTION COLORADO

I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4654 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 21st day of January, 2015 and that the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 4th day of February, 2015, at which Ordinance No. 4654 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 6th day of February, 2015.

Stephanie Tuin

Stephanie Tuin, MMC
City Clerk

CITY OF GRAND JUNCTION COLORADO

Published: January 23, 2015
Published: February 6, 2015
Effective: March 8, 2015

GRAND JUNCTION PLANNING COMMISSION
December 10, 2019 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00pm by Vice Chair Bill Wade.

Those present were Planning Commissioners; Vice Chair Bill Wade, George Gatseos, Kathy Deppe, Keith Ehlers, Sam Susuras and Ken Scissors.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), Senta Costello (Associate Planner), and Jace Hochwalt (Associate Planner).

There were approximately 11 citizens in the audience.

CONSENT AGENDA

Commissioner Susuras moved to adopt Consent Agenda items #1-6. Commissioner Gatseos seconded the motion. Motion carried unanimously 6-0.

1. **Approval of Minutes**
   a. Minutes of the November 12, 2019 Regular Meeting.

2. **Rivertown Center – Vacation of Utility Easement File # VAC-2019-562**
   Consider a request by DRK Associates to vacate the south 4 feet of the 14-foot Multi-Purpose Easement along Dewey Place located on a property at 2566 Patterson Road.

3. **Court on G Road Subdivision – Vacation of Public Right-of-Way File #VAC-2019-646**
   Consider a request by Anatum, LLC to vacate the undeveloped Westcliff Drive Public Right-of-Way of 322.19 lineal feet as part of the development of the proposed Court on G Subdivision located south of G Road and east of 27 Road.

4. **Court on G Road Subdivision – Vacation of Utility Easement File # VAC-2019-647**
   Consider a request by Anatum, LLC, to vacate two 10-foot public utility easements located at 2711 G Road.

5. **Hoffman III Subdivision – Vacation of Utility Easement File # VAC-2019-589**
   Consider a request by Habitat for Humanity to vacate a public utility easement located on parcel 2943-212-06-100 and Hoffman Subdivision Filing II.

6. **Grand Falls Townhomes – Vacation of Public Easements File # VAC-2019-652**
Consider a request by Corey Bendetti to vacate public easements on a 1.26-acre parcel located at 588 North Grand Falls Court.

REGULAR AGENDA

1. **Grand Falls Townhomes – Rezone File # RZN-2019-649**
Consider a request by Corey Bendetti to rezone 1.26-acres from PD (Planned Development) to R-8 (Residential 8 units per acre).

Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
None.

Applicant's Presentation
Jim Atkinson, Vortex Engineering, spoke on behalf of the Applicant regarding the request.

Public Comment
The public hearing was opened at 6:13pm.

None.

The public hearing was closed at 6:14pm.

Motion and Vote
Commissioner Susuras made the following motion, "Mister Chairman, on the Rezone request RZN-2019-649 I move that the Planning Commission forward a recommendation of approval with the findings of fact listed in the staff report."

Commissioner Gatseos seconded the motion. The motion carried 6-0.

2. **Casas de Luz – Planned Development Amendment File # PLD-2010-259**
Consider a request by Dynamic Investments Inc., to amend the phasing schedule for the Casas de Luz Planned Development and associated Outline Development Plan.

Staff Presentation
Scott Peterson, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
Commissioner Ehlers asked Staff for clarification regarding the request and a versus editing the original approved plan.

Commissioner Wade asked Staff for clarification regarding PD extensions.

Applicant's Presentation
The Applicant, Robert Stubbs, Dynamic Investments, Inc., was present and did not make a comment.

Public Comment
The public hearing was opened at 6:26pm.

Russ Carson and Patricia McVane made comments in opposition of the request.

The Applicant, Robert Stubbs, Dynamic Investments, Inc., responded to public comment.

Commissioner Deppe asked a question regarding the Planned Development.

The public hearing was closed at 6:38pm.

Discussion
Commissioner Gatseos, Ehlers, and Wade made comments in support of the request.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Casas de Luz request to amend the phasing schedule of the previously approved Planned Development, located at West Ridges Boulevard and School Ridge Road, City file number PLD-2010-259, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as provided within the staff report."

Commissioner Susuras seconded the motion. The motion carried 6-0.

3. 1221 Wellington Avenue – Rezone File # RZN-2019-598
Consider a request by John Poorey, Baseline Capital Investments, LLP, to rezone 1.81-acres from R-24 (Residential 24 units per acre) to B-1 (Neighborhood Business).

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

DRAFT

Questions for Staff
None.

Applicant's Presentation
Bill Plock, Baseline Capital Investments, LLP, owner, was present and did not make a comment.

Public Comment
The public hearing was opened at 6:52pm.

None.

The public hearing was closed at 6:52pm.

Questions for Staff
None.

Discussion
None.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Rezone request to B-1 for the property located at 1221 Wellington Avenue, City file number RZN-2019-598, 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 Susuras seconded the motion. The motion carried 6-0.

4. **Drinking Establishment/Brewery – Zoning Code Amendment File # ZCA-2019-644**
Consider a request by the City of Grand Junction to amend various sections of the Zoning and Development Code (Title 21) related to drinking establishments.

Staff Presentation
Jace Hochwalt, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Ehlers asked a question regarding the absence of a "winery, tasting room" component in the proposed definition.

DRAFT

Tamra Allen, Community Development Director, explained the use of "winery" being consistent with an agricultural use, and tasting room could be categorized with "drinking establishment."

Commissioner Scissors asked a question regarding the necessity of the CUP process being required in the I-O, I-1 and I-2 zone districts.

Mr. Hochwalt and Ms. Allen responded to Commissioner Scissors.

Public Comment
The public hearing was opened at 7:19pm.

None.

The public hearing was closed at 7:20pm.

Discussion
Commissioner Gatseos made a comment in support of this request.

Motion and Vote
Commissioner Ehlers made the following motion, "Mister Chairman, on the Zoning and Development Code Amendments, ZCA-2019-644, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report."

Commissioner Scissors seconded the motion. The motion carried 6-0.

5. Other Business

None.

6. Adjournment

The meeting was adjourned at 7:22pm.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 4482 & 4654 FOR THE CASAS DE LUZ PLANNED DEVELOPMENT RESIDENTIAL SUBDIVISION REVISING THE PROPOSED PHASING SCHEDULE

LOCATED ADJACENT TO WEST RIDGES BOULEVARD AND WEST OF SCHOOL RIDGE ROAD

Recitals

The applicant, Dynamic Investments Inc., wishes to revise the proposed phasing schedule for the Casas de Luz Planned Development residential subdivision in order to develop (20) dwelling units on 1.88-acres. The Casas de Luz residential development plan consists of proposed residential lots, common areas and stacked condominium units on property zoned PD (Planned Development).

The purpose of this Ordinance is to extend the phasing schedule for the Casas de Luz Planned Development provided in Ordinance No. 4482, without modifying any other aspects of Ordinance No. 4482 or of the residential development plan.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of the extended phasing schedule for the Casas de Luz Planned Development.

The City Council finds that the review criteria for the planned development that were established at the time of Ordinance No. 4482 was adopted are still applicable and are still met and that the establishment thereof is not affected by the extension of the phasing schedule.

The City Council finds that extending the phasing schedule is reasonable in light of the current market conditions and economic feasibility of the project and is in the best interests of the community.

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

The development phasing schedule established by Ordinance No. 4482 & 4654 is amended as follows:

Phase 1 (construction) plat must be recorded by December 31, 2022
Phase 2 plat must be recorded by December 31, 2024
Phase 3 plat must be recorded by December 31, 2026
Phase 4 plat must be recorded by December 31, 2027

All other aspects of Ordinance No. 4482 shall remain in effect.

INTRODUCED on first reading this _____ day of _____, 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.a.

Meeting Date: December 18, 2019

Presented By: Tamra Allen, Community Development Director

Department: Community Development

Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

A Resolution Adopting the 2020 Redevelopment Boundary Map and Formula For Calculating the Transportation Impact Fee Payments Required within the Redevelopment Boundary

RECOMMENDATION:

Staff recommends approval of this resolution.

EXECUTIVE SUMMARY:

As part of the recent decision on transportation impact fees, Council requested review of the Redevelopment Area that currently provides for a significant reduction of transportation impact fees within the core area of the City. The redevelopment area was last adopted by Resolution 15-13 in 2013. The City Council met at two recent workshops on November 18th and December 2nd and provided guidance to staff for specific revisions to the Redevelopment Boundary and the reduced Transportation Capacity Payment fee calculation.

BACKGROUND OR DETAILED INFORMATION:

Resolution 87-04 outlined areas and potential forms of City involvement in providing incentives for infill and redevelopment. In 2013, the City adopted Resolution 15-13 that amended the redevelopment boundary map and created a formula for reducing the required transportation impact fees within the area. The purpose was to encourage infill development as well as redevelopment of underutilized parcels within the designated boundaries as development in this met the following purpose(s):

• Make more efficient use of existing infrastructure including streets, water and sewer lines and other public facilities and services;

• Provide opportunities to reduce commuting distance and automobile dependency;

• May help to provide affordable housing within the City; and

• Reduces the demand for and impact from "end of the road" suburban sprawl.

For projects within the Redevelopment Boundary, the fee is calculated based on the following formula and is variable depending on the number of building floors (except for single-family units).

rTCP = (tTCP/n)*.5

Whereby: rTCP = Reduced Transportation Capacity Payment

tTCP = Total Transportation Capacity Payment

n = number of floors

From input received at both the November 18th and the December 2nd workshops, staff has prepared a resolution amending the Redevelopment Area Boundary as well as amending the formula for the calculation of a reduced transportation capacity payment with the proposed amendments as follows:

Redevelopment Area Boundary Modifications
1) Expand the redevelopment area to include a portion of SH 50 corridor in Orchard Mesa extending south to the north boundary of City Market area at B ½ Road.

2) Expand the redevelopment area to include the area around Colorado Mesa University including both sides of North 7th Street between North and Orchard and from 12th Street to 15th Street between North Avenue and Orchard Avenue.

3) Expand the redevelopment area to include the areas east of 12th street, south of North Avenue and North of I-70 Business Loop extending to and across 29 Road.

Reduced TCP Calculations
1) For all areas within the redevelopment area, apply the formula rTCP=tTCP*.5 (or 50% of adopted TCP)

2) For areas within the redevelopment area and within the listed area below, apply the formula rTCP=tTCP/n)*5 that provides additional reduction for additional floors/building

stories:

§ Any property within the North Avenue Overlay
§ Any property within the Downtown District
§ Any property within the River District
§ Any property within the Rail District.

The areas for which redevelopment and infill incentives are proposed are consistent with existing policies and plans adopted by the City including the Comprehensive Plan, Greater Downtown Plan, Orchard Mesa Neighborhood Plan, and the North Avenue Corridor Plan.

FISCAL IMPACT:

There will be continued impact to the Transportation Impact Fee fund (also known as TCP fund) for the implementation of the Redevelopment Area Boundary and associated reduction in the collected TCP fees. Expanding the areas for which the reduced fees for TCP are collected, will reduce the amount of TCP collected.

Since adoption in 2013, the City has provided approximately $953,000 in incentives (reduced Transportation Capacity Payment fees) for projects within the Redevelopment Area. The total TCP fees paid within the redevelopment area for projects has been approximately $435,500. These fees have been collected over approximately 39 commercial projects, 4 small multi-family projects, 9 single-family homes and 22 accessory dwelling units (ADUs).

Several examples of the fiscal impact on a project specific basis of recent Redevelopment Boundary Area are below.

A one story auto parts retailer of 7,225 square feet located outside of the Redevelopment Boundary would pay $30,265 at today's fee rate. If the project is located within the Redevelopment Boundary, it would pay $15,133.

A four story, 96 room hotel located outside of the Redevelopment Area at today's fee rate would be $231,072. If the project is located within the Redevelopment Area, the TCP would be $28,884.

For a three story multi-family apartment project of 48 units located outside of the Redevelopment Area at today's TCP fee would be $84,912. If the project is located within the Redevelopment Area, the TCP would be $14,152.

For a 35,000 square foot, four story office building located outside the Redevelopment Area, today's fee would be $109,935. If the building is located within the

Redevelopment Area, the TCP would be $13,741.

SUGGESTED MOTION:

I move to (adopt/not adopt) Resolution No. 93-19, a resolution adopting the 2020 Redevelopment Boundary Map and formula for calculating the Transportation Impact Fee Payments required within the Redevelopment Boundary.

Attachments

1. RESDOC 4927 Resolution No. 15-13 - 2013 Redevelopment Area
2. RESDOC 2893 Resolution No. 87-04 - 2004 (Modified by Resolution No. 15-13)
3. Res-19-XX Amended Redevelopment Boundary
4. Areas to Add to Redevelopment Boundary

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. 15-13

A RESOLUTION ADOPTING AN AMENDED REDEVELOPMENT BOUNDARY MAP AND CREATING A FORMULA REDUCING THE TCP REQUIREMENTS WITHIN THE REDEVELOPMENT AREA

RECITALS:

In September, 2004 the City Council reviewed and approved the Infill and Redevelopment Implementation Program by adopting policies outlined in Resolution No. 87-04. The Resolution described the framework of the infill and redevelopment program, defined terms and established infill and redevelopment areas.

The implementation of the program was adopted to encourage development of infill parcels and redevelopment of underutilized land within certain areas of the City of Grand Junction for several beneficial reasons. Such development:

- Makes more efficient use of existing infrastructure including streets, water and sewer lines and other public facilities and services;
- Provides opportunities to reduce commuting distance/automobile dependency;
- May help to provide affordable housing within the City; and
- Reduces the demand for and impact from "end of the road" suburban sprawl.

By adopting this resolution, the City Council reaffirms the original policies and guidelines set forth in the Infill and Redevelopment Implementation Program. However, City Council finds that there is a need to amend the Redevelopment Area and add additional clarification that would reduce the Transportation Capacity Payment for new development within the Redevelopment Area.

For the reasons stated in the foregoing recitals, the City Council of the City of Grand Junction does hereby amend the Infill and Redevelopment Implementation Program by the attached Redevelopment Area Map and Transportation Capacity Payment calculation for new development within in the Redevelopment Area.

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

The Infill and Redevelopment Implementation Program is hereby amended as follows:

1. The attached Exhibit A is adopted as the new Redevelopment Area Map.
2. The attached Exhibit B is adopted as the calculation to reduce Transportation Capacity Payments for new development within the Redevelopment Area.

ADOPTED AND APPROVED THIS 6th day of March, 2013.

President of the Council

ATTEST:

City Clerk

CITY OF GRAND JUNCTION COLORADO

Exhibit A

Redevelopment Boundary Map

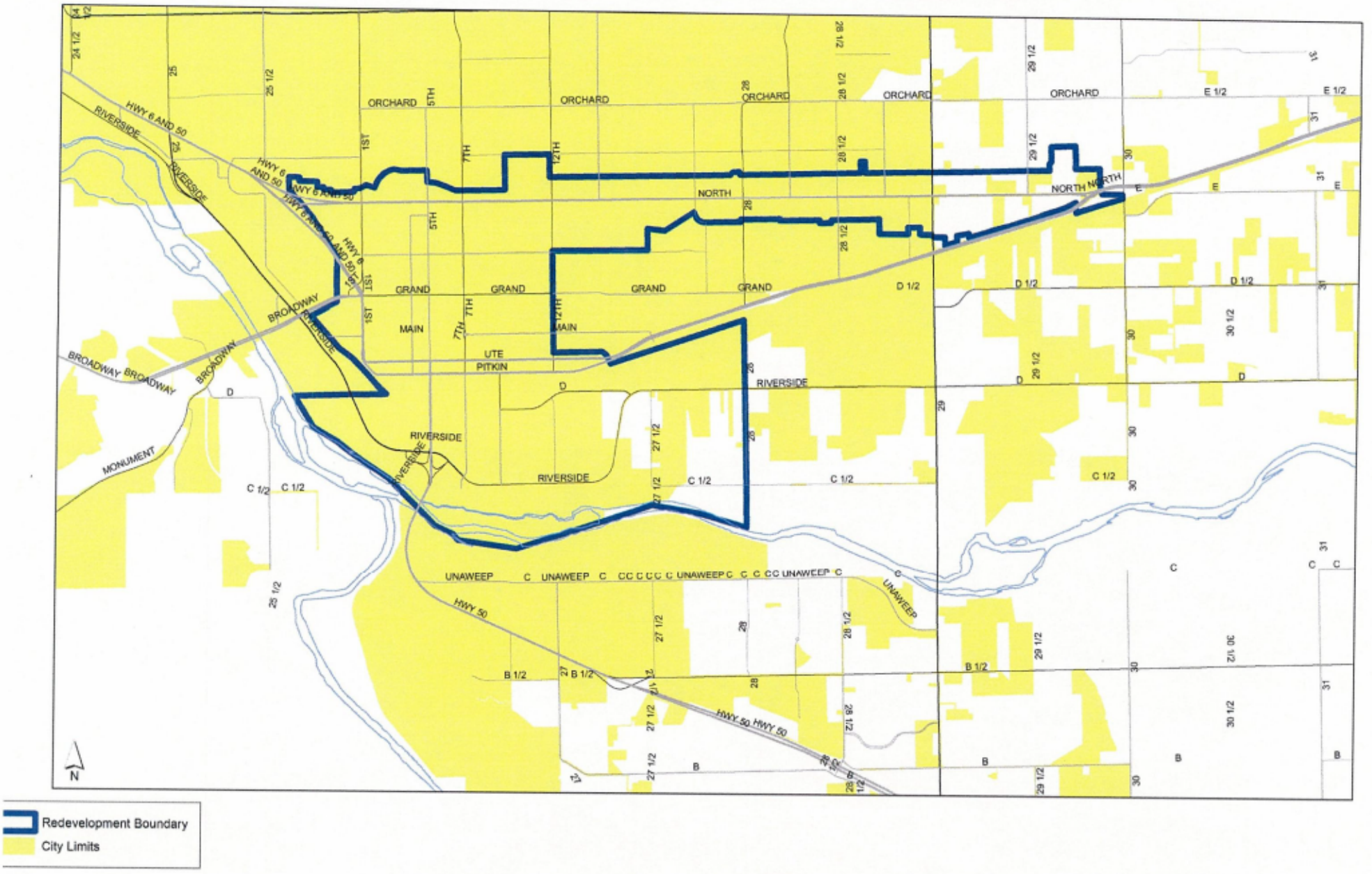


Exhibit B

Within the Redevelopment Area any new development would be assessed a TCP using the following calculation:

$$rTCP = (tTCP/n)*.5$$

rTCP – Reduced Transportation Capacity Payment
tTCP – Total Transportation Capacity Payment calculated for all uses within the building
n – The number of floors

CITY COUNCIL, CITY OF GRAND JUNCTION
RESOLUTION NO. 87-04

A RESOLUTION ADOPTING AN INFILL/REDEVELOPMENT IMPLEMENTATION PROGRAM

Recitals:

In September, 2002 the City Council reviewed and approved the framework of an infill and redevelopment program. At that time the Council considered definitions of the terms infill and redevelopment. This Resolution furthers that work by and through the adoption of an incentive program that will foster Infill and redevelopment projects as defined by the Council.

In accordance with the adopted definitions, "Infill" relates to vacant parcels partially encircled by development. "Redevelopment" or a "Redevelopment Area" is defined as land/land uses that are in transition and comprise at least two acres containing or consisting of improvements that do not meet current socioeconomic potential.

Implementation of a program to encourage development of Infill parcels and redevelopment of underutilized land within certain areas of the City of Grand Junction is beneficial for several reasons. Such development:

- Makes more efficient use 0of existing infrastructure including streets, water and sewer lines and other public facilities and services;
- Provides opportunities to reduce commuting distance/automobile dependency;
- May help to provide affordable housing within the City; and
- Reduces the demand for and impact from "end of the road" suburban sprawl.

Additionally, there are other plans and policies of the City that support and encourage the development of an Infill and Redevelopment strategy. Those include:

- The City Council's Strategic Plan 2002 -2012, Shelter and Housing Solution, which encourages affordable housing through infill and redevelopment policies. The objective of this goal was to create infill and redevelopment policies which were accomplished with the adoption of the Growth Plan update (Objective 32). This implementation program furthers the Strategic Plan Objective by

providing several incentives that will encourage the development of affordable housing by possible financial and processing assistance.

- Adoption of an Infill and Redevelopment Policy as part of the City of Grand Junction Growth Plan as amended in May, 2003. The Growth Plan element includes definitions, framework policies and supporting guidelines.

In furtherance of those goals both the City Council and the Planning Commission have:

• Developed a map outlining the boundaries of "Infill areas" within the City;

• Developed a map outlining the boundaries of "Redevelopment areas" within the City;

• Considered a list of criteria for evaluating potential City involvement in Infill and Redevelopment Projects; and

• Considered a list of potential forms of City involvement including possible incentives for private applicants in infill and redevelopment projects.

The City Council has concluded its review and has given direction to the Staff to implement a program so that there may be some flexibility when approached by a project, some opportunity for exploration of incentives and establishment of criteria for City involvement and/or participation on a case by case basis.

By adopting this resolution the Council adopts the attached policies and guidelines and affirms its direction that the Staff follow through with implementation.

Furthermore, the Council instructs the Staff to develop an application process for potential applicants in order that an applicant knows that the City has a plan in place for identifying areas for Infill and Redevelopment ,so that those owners know what is planned or possible and such that consistency and flexibility will be maintained in the policy.

For the reasons stated in the foregoing recitals, the City Council of the City of Grand Junction does hereby adopt the program to implement the infill and redevelopment portion of the Growth Plan including the attached Infill Area Map, Redevelopment Area Map, list of potential forms of City involvement (incentives) and list of criteria for evaluating potential City involvement in infill and redevelopment projects (review criteria).

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

The program for implementing the infill and redevelopment policies as outlined in the recitals and guidelines of the City of Grand Junction Growth Plan are hereby adopted.

PASSED AND ADOPTED this 15th day of September 2004 by the City Council of the City of Grand Junction.

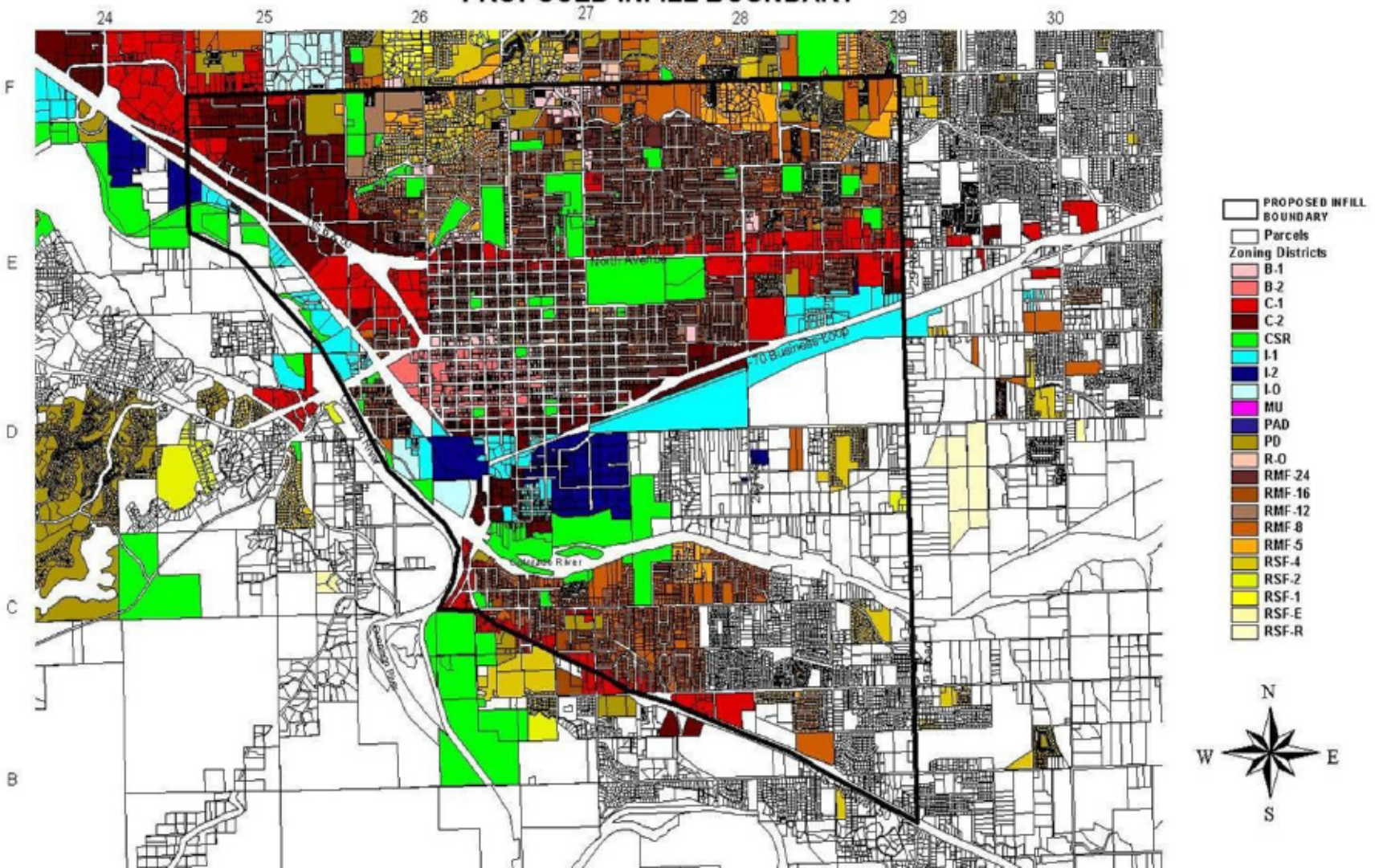
ATTEST:

/s/ Bruce Hill
Bruce Hill
Mayor

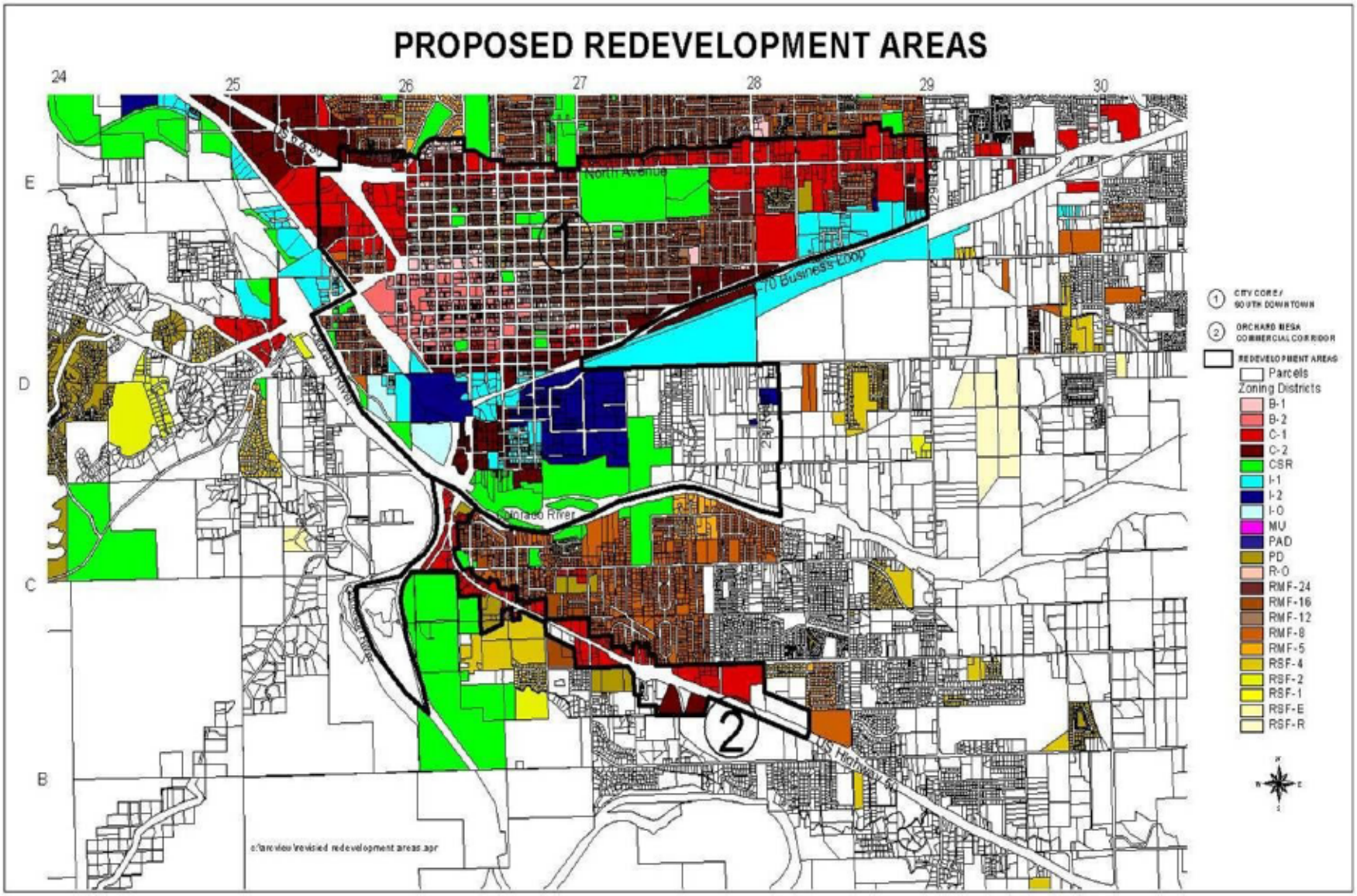
/s/ Stephanie Tuin
Stephanie Tuin
City Clerk

Attachment 2

PROPOSED INFILL BOUNDARY



Attachment 3



Attachment 4

Potential Forms of City Involvement

1. **Expedited development review process**
2. **Assistance with city agency review**
3. **Deferral of fees (examples may include permitting fees, tap fees and impact fees)**
4. **Density bonuses for residential projects**
5. **Proactive city improvements – i.e. "prime the pump" by investing in various city improvements prior to any private development commitment**
    a. **Targeting the use of the Transportation Capacity Payment (TCP) funds**
    b. **City initiated Limited Improvement District (LID), Business Improvement District (BID), General Improvement District (GID)**
    c. **Reimbursement agreements either with the developer or the City (based on incremental development)**
    d. **Shuffling priorities within the CIP (within a 3 year bracket, example: storm drainage improvements)**
6. **Financial participation - because many desired projects are not viable without city participation and/or to reduce the relative land cost for redevelopment versus vacant property**
7. **Contribution to enhancements / upgrades versus typical standards (for instance upgrading a split face block building treatment to a stone building treatment.)**
8. **Off-site city improvements required by Code – access, under grounding of utilities, streetscape, etc.**
9. **City assemblage of development parcels for redevelopment bids**

Attachment 5

Criteria for Evaluating Potential City Involvement in Infill and Redevelopment Projects

1) **Is the site within City's geographically mapped area?**

2) **Does the site meet the definition of "Infill" or "Redevelopment?"**

3) **Describe how the site is compatible with the surrounding area and meets community values including compatibility with surrounding quality of design and site planning.**

4) **Describe the project's feasibility. This should include the developer's resume of experience, whether project financing is in place and, for non-residential projects, what tenant commitments are in place.**

5) **Within a distance of 1,000 feet, list any specific infrastructure projects planned and/or funded) by the City or any proposed off-site contributions anticipated by the proposed project that address existing deficiencies as defined by the City.**

6) **What is the level of sharing of City vs. private participation for specific enhancement request or code requirements?**

7) **Does the proposed project include a mixture of uses? If so, describe the types and percentage.**

8) **Is the proposed project part of an economic development recruitment.**

9) **Will the proposed project preserve or enhance any historic structure or site? Has the structure / site been inventoried by the City?**

10) **Does the proposed project include an affordable housing element? If so, provide details including how the project meets different HUD definitions for affordable housing.**

11) **Does the proposed project go beyond current Code requirements and provide enhanced architectural and design elements?**

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. __-19

A RESOLUTION ADOPTING THE 2020 REDEVELOPMENT BOUNDARY MAP AND FORMULA FOR CALCULATING THE TRANSPORTATION IMPACT FEE PAYMENTS REQUIRED WITHIN THE REDEVELOPMENT BOUNDARY

RECITALS:

In 2004 the City Council reviewed and approved an *Infill and Redevelopment Implementation Program* by adopting policies set forth in Resolution 87-04. That Resolution established the infill and redevelopment program, defined terms and established infill and redevelopment areas ("the Program" or "Program.")

In 2013 the City Council amended the Program by approving Resolution 13-15 which amended the Redevelopment Boundary Map and created a formula for reducing the Transportation Capacity Payments ("TCP") required to be paid for development project occurring within the Program's Redevelopment Boundary area.

The Program and the Redevelopment Boundary together with the reduced TCP were adopted to encourage development of infill parcels and redevelopment of underutilized land within certain areas of the City for several beneficial reasons. Those reasons include that such development:

- Makes more efficient use of existing infrastructure including streets, water and sewer lines and other public facilities and services; and,
- Provides opportunities to reduce commuting distance/automobile dependency; and,
- May help to provide affordable housing within the City; and
- Reduces the demand for and impact from "end of the road" suburban sprawl.

By adopting this resolution, the City Council affirms City policy to provide incentives for infill and redevelopment within the areas designated as the Redevelopment Boundary while utilizing a formula that promotes investment in the City's central areas and important corridors while further providing additional incentives for vertical construction within other specific areas of City.

The areas for which redevelopment and infill incentives are proposed are consistent with existing policies and plans adopted by the City including the Comprehensive Plan, Greater Downtown Plan, Orchard Mesa Neighborhood Plan, and the North Avenue Corridor Plan.

For the reasons stated in the Recitals, the City Council of the City of Grand Junction does hereby amend the Infill and Redevelopment Program and Boundary by adoption of the attached Redevelopment Area Map, Exhibit A and adoption of the Transportation Capacity Payment calculation for new development within the Redevelopment Area, Exhibit B.

The Boundary and Transportation Capacity Payment calculation will become effective January 1, 2020 and, remain in effect unless and until otherwise amended by adoption of a subsequent resolution or ordinance.

Within sixty days of the third anniversary of the adoption of this resolution the City Council shall consider the effectiveness of the resolution at achieving its stated purposes. Without further action by the City Council, the terms and provisions of this resolution shall expire on the third anniversary of the adoption date hereof.

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

That the Infill and Redevelopment Implementation Program is hereby amended as follows:

1. The attached Exhibit A is adopted as the new Redevelopment Area Map; and,

2. The attached Exhibit B is adopted as the calculation to reduce Transportation Capacity Payments for new development within the Redevelopment Area.

ADOPTED AND APPROVED THIS 18th day of December, 2019.

_____
Mayor and President of the City Council

ATTEST:

_____
City Clerk

EXHIBIT A
REDEVELOPMENT BOUNDARY MAP

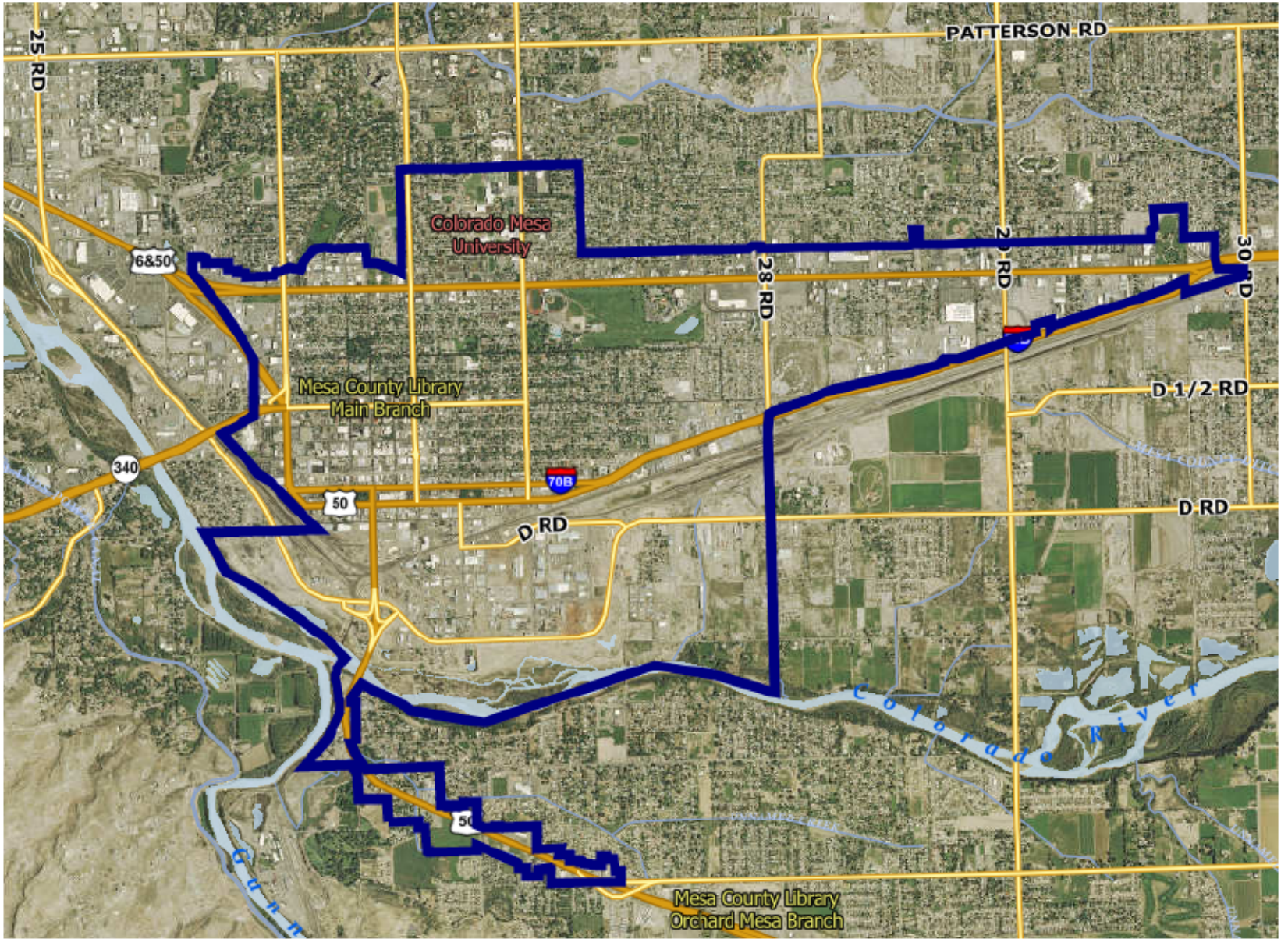


EXHIBIT B
REDUCED TRANSPORTATION CAPACITY PAYMENT CALCULATION

Within the Redevelopment Area any new development would be assessed a TCP using the following calculation:

$$rTCP = (TCP*.5)$$

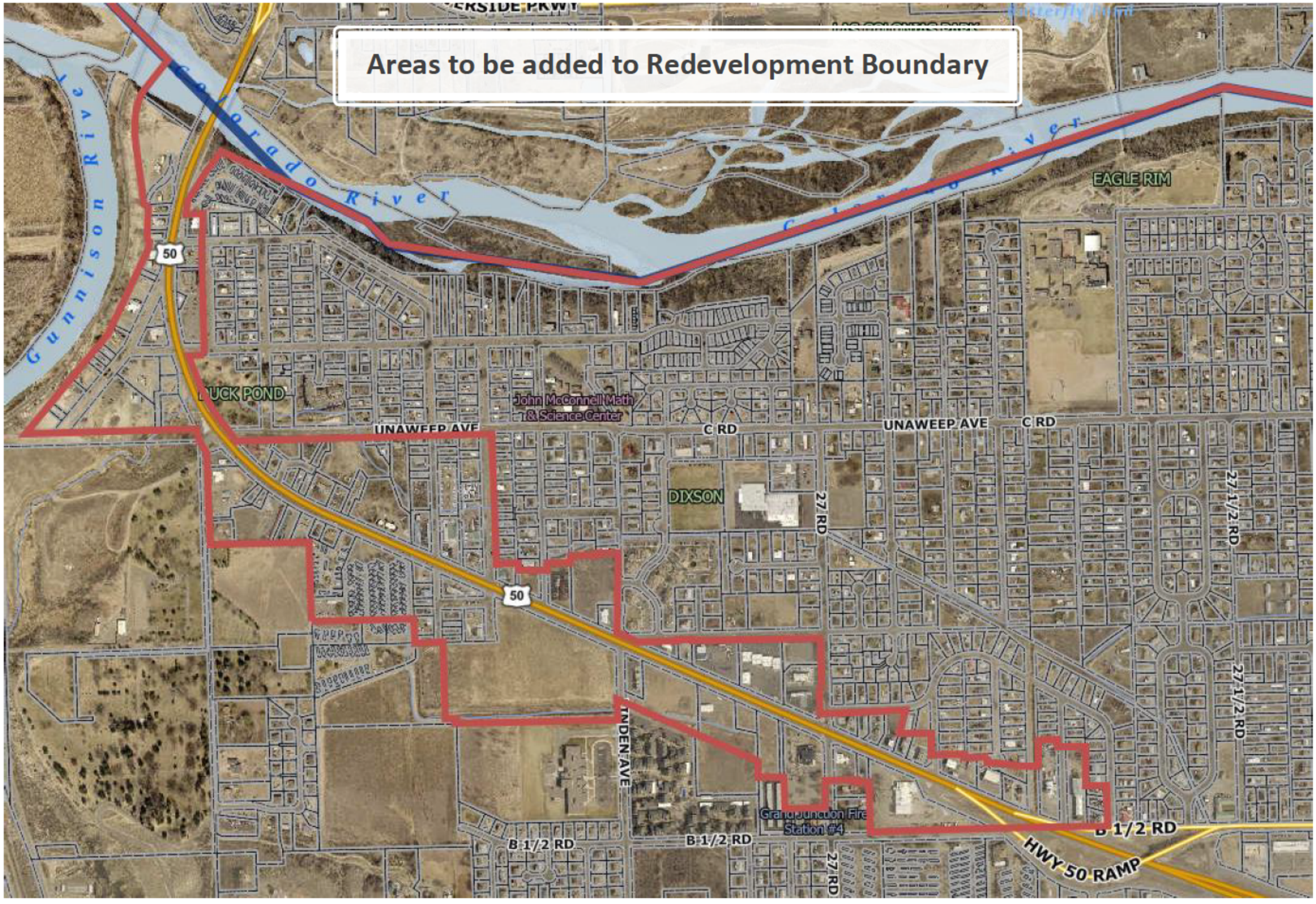
rTCP – Reduced Transportation Capacity Payment
tTCP- Total Transportation Capacity Payment calculated for all uses within the building

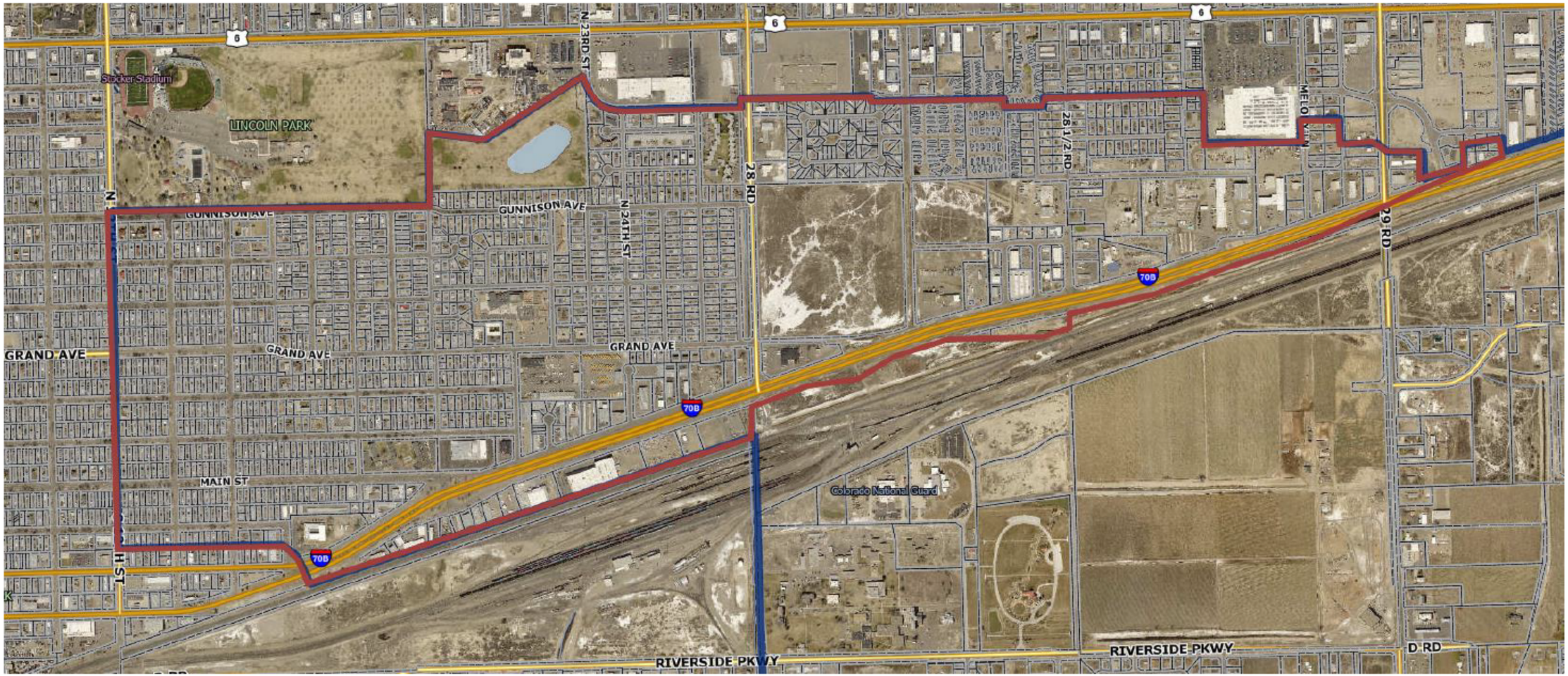
Within the Redevelopment Area and within the following areas, the required TCP will be assessed using the following calculation:

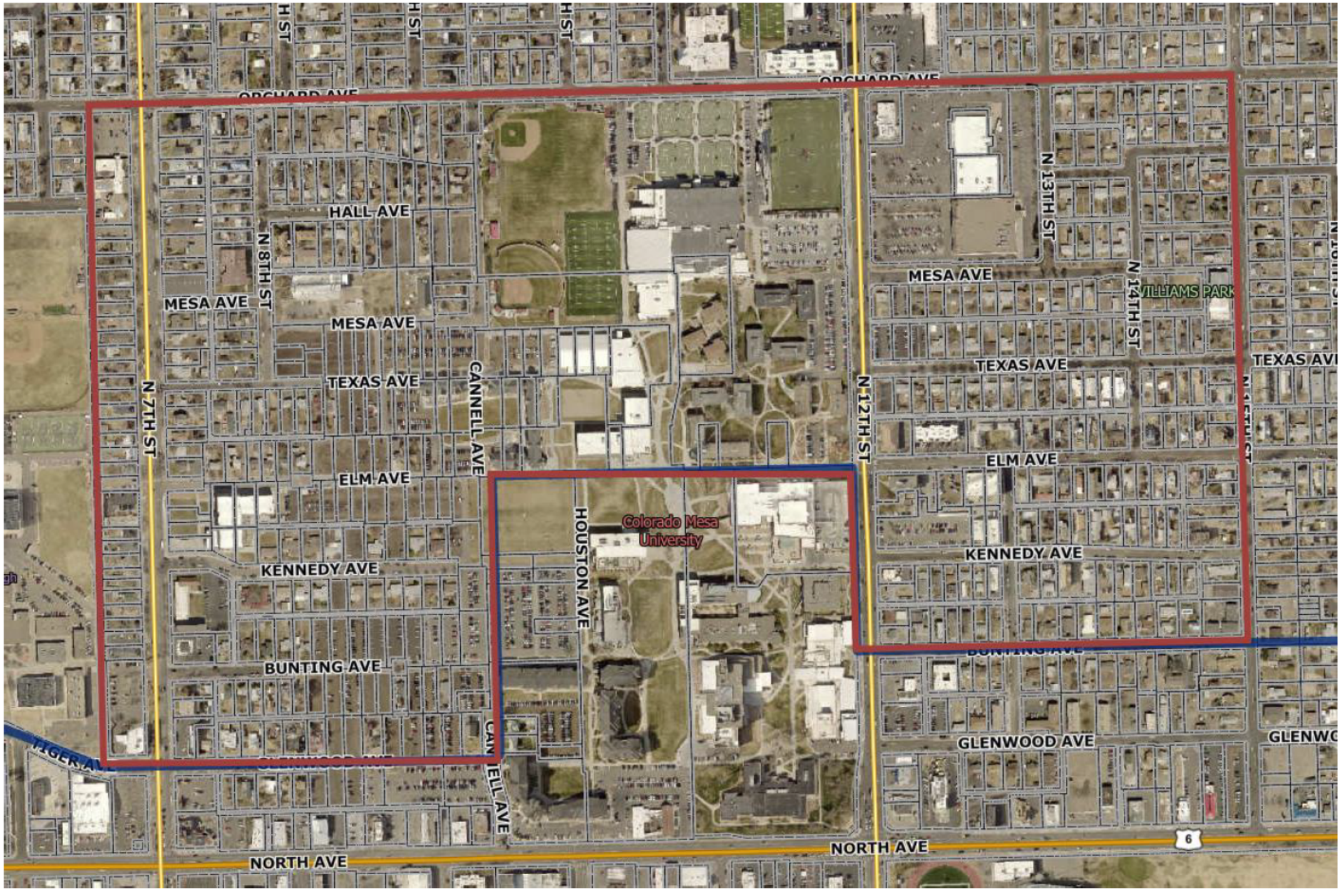
- Properties within the North Avenue Zoning Overlay
- Properties within the Downtown District (Greater Downtown Overlay)
- Properties within the River District (Greater Downtown Overlay)
- Properties within the Rail District (Greater Downtown Overlay)

$$rTCP = (tTCP/n)*.5$$

rTCP – Reduced Transportation Capacity Payment
tTCP- Total Transportation Capacity Payment calculated for all uses within the building
n – The number of floors


Areas to be added to Redevelopment Boundary
Gunnison River
Colorado River
50
EAGLE RIM
DUCK POND
John McConnell Math & Science Center
UNAWEEP AVE
C RD
DIXSON
27 RD
27 1/2 RD
TNDEN AVE
Grand Junction Fire Station #4
B 1/2 RD
HWY 50 RAMP


6
N 23RD ST
Stocker Stadium
LINCOLN PARK
GUNNISON AVE
N 24TH ST
28 RD
28 1/2 RD
MELODY LN
29 RD
GRAND AVE
70B
MAIN ST
1ST ST
Colorado National Guard
RIVERSIDE PKWY
D RD


ORCHARD AVE
ORCHARD AVE
H ST
H ST
H ST
HALL AVE
N 8TH ST
MESA AVE
MESA AVE
TEXAS AVE
N 7TH ST
CANNELL AVE
ELM AVE
KENNEDY AVE
BUNTING AVE
HOUSTON AVE
Colorado Mesa University
N 12TH ST
N 13TH ST
MESA AVE
N 14TH ST
VILLIAMS PARK
TEXAS AVE
TEXAS AVE
ELM AVE
KENNEDY AVE
GLENWOOD AVE
GLENWO
NORTH AVE
NORTH AVE
6

CITY COUNCIL MEETING
CITIZEN PRESENTATION

Date

Citizen's Name	DENNIS SIMPSON
Subject	BUDGET
Phone Number (optional)	970-640-2714

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 12/18/19

Citizen's Name	Bruce Lohmiller
Subject	988 Line Ed Class (KL) Night Patrols Kirex to Fentanyl
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 12-19

Citizen's Name	Ed Kowacki Orchard Avenue
Subject	PUBLIC SAFETY
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 12/18/19

Citizen's Name	Richard Swingle
Subject	COMMUNICATIONS IS AN IMPRECISE ART.
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!

 PLEDGE OF ALLEGIANCE	Meeting Date 12/18/19
Guest Diana Hanson	Organization

Christian Education Happenings

Just an update to let everyone know what's been happening in the Christian Education world at FCUCC lately!

Sunday School is rolling along very well. We're just about ready to finish the Holy Moly series where we have learned about the Old Testament stories. We're entering Advent and will be doing some different activities with the students and discussing some of the different rituals associated with the season - Advent candles, liturgy, etc. A big "Thank You" to all of the adult members who have stepped up to help with the lessons and activities. It's great to see the intergenerational stuff going on!

We are still working on re-establishing our **Youth** programming. We have some possibilities on the horizon with that in the form of OWL (Our Whole Lives - more on this below!) programming, possible joint activities with the UU congregation youth, summer camps and the like. We'll keep you posted!

We were fortunate to be able to schedule an Ed Talk for the Adults learning about the Christian Science faith. We hope to schedule more of these in the coming months with a variety of topics including faith, genealogy, and more. Stay tuned!!

More on OWL (Our Whole Lives). If you're not familiar with OWL, it is a comprehensive faith and sexuality program developed many years ago in a cooperative endeavor by the United Church of Christ and the Unitarian Universalist Association. There are programs for students ranging from ages K-1, grades 4-6, grades 7-9, grades 10-12, Young Adults and Adults. It is designed to help participants make informed decisions about their relationships, health and behavior in the context of their faith. It equips participants with accurate, age-appropriate information in six subject areas: human development, relationships, personal skills, sexual behavior, and society and culture. Karen Caton, Elizabeth Montgomery-Anderson from FCUCC and Chelsea Craine the Director of Religious Education with the UU congregation, recently attended a 3-day intensive training at LaForet, Nov. 15-17, to become certified facilitators of the OWL curriculum. Karen and Elizabeth attended the Secondary training (7-9, and 10-12) while Chelsea attended the Elementary training. We are also very fortunate in that Elizabeth has already taken and taught the Elementary OWL training and is a certified facilitator for that level. We are in the process of planning the logistics of scheduling OWL training to commence in 2020 sometime. Here at FCUCC, we plan to begin a class for the Grade 7-9 level. Chelsea is in the process of scheduling a K-1 level program in the spring of 2020. These programs will be open to members of both congregations as well as friends of the congregations. There will also be an opportunity for adults who might be interested in becoming a facilitator, to participate in a Facilitator Training scheduled for February here in GJ at the UU church. Be watching for more specific information in the weeks to come!!

Blessings!
Karen

With additions

Communication is an imprecise art

1

December 4th 2020 Budget Approval Hearing Comments

2

Strategic vs Operational

3

The question asked:

Was the City Council Strategic or Operational during the 2020 Budget process in the use of their time?

4

The question was not:

Is the 2020 Budget process Strategic or Operational?

5

Was the City Council

Strategic or Operational during the 2020 Budget process in the use of their time?

6

What substantive financial changes did the City Council make during the 2020 Budget process?

7

Out of a $161,000,000 budget $300,000 was changed or 2/10th of one percent.

8

All seven (7) City Councilmembers return for the 2021 budget.

9

What have we learned from the 2020 budget process?

10

Can we focus on higher level issues next year during the 2021 Budget process?

11