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**CITY COUNCIL AGENDA  
WEDNESDAY, APRIL 1, 2020  
250 NORTH 5<sup>TH</sup> 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, Moment of Silence**

**Citizen Comments**

*Citizens have two options for providing Citizen Comments: 1) via phone by calling 970-255-2355 during the Citizen Comment portion of the meeting or 2) submitting comments online until 4 p.m. on April 1 by completing this [form](#). Written comments will be read aloud at the City Council meeting. In-person comments are suspended until further notice.*

**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. Minutes of the March 2, 2020 Executive Session
- b. Summary of the March 2, 2020 Workshop
- c. Minutes of the March 4, 2020 Regular Meeting
- d. Minutes of the March 23, 2020 Special Meeting

- e. Minutes of the March 25, 2020 Special 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. Introduction an Ordinance to Adopt Renewal of the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications and Set a Public Hearing for April 15, 2020
  - ii. Introduction of An Ordinance Amending the North Seventh Street Historic Residential District Guidelines and Standards (Title 26) Regarding the Process and Application for the Demolition of Accessory and Contributing Structures and Set a Public Hearing for April 15, 2020
  - iii. Introduction of An Ordinance Adding a Horizon Drive Zoning Overlay to the Zoning and Development Code as Title 27 of the Municipal Code and Set a Public Hearing for April 15, 2020
- b. Quasi-judicial
  - i. Introduction of an Ordinance Rezoning the Horizon Villas Property from PD (Planned Development) to R-8 (Residential - 8 du/ac) Located West of Horizon Glen Drive and Set a Public Hearing for May 6, 2020

## 3. Continue Public Hearings

- a. Quasi-judicial
  - i. A Resolution to Create Alley Improvement District No. ST-20  
**CONTINUE PUBLIC HEARING TO MAY 6, 2020**
  - ii. **Continue the Public Hearing Until May 20, 2020** to Consider A Resolution Accepting the Petition for Annexation of 45.543-Acres of Land and Ordinance Annexing the Magnus Court Annexation, Located on the West End of Magnus Court

**4. Other Action Items**

- a. Request for 2020 Fireworks Displays at Suplizio Field

**REGULAR AGENDA**

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

**5. Legislative**

- a. A Supplemental Ordinance to Appropriate \$2,700,000.00 from the City General Fund Reserve to Support the City's Economic Stimulus and Recovery Response Fund in the City of Grand Junction, Colorado and Set a Public Hearing for April 15, 2020

**6. Contracts**

- a. Contract Approval for Setting the Guaranteed Maximum Price for the Construction of City of Grand Junction Fire Station #6

**7. Non-Scheduled Citizens & Visitors - SUSPENDED UNTIL FURTHER NOTICE**

*Until further notice the City Council will, in the interest of public health and safety, be changing its procedure for Council meetings. City Council may hold virtual meetings appearing by telephone or video conferencing. The City is endeavoring to provide alternatives to in-person attendance for City Council, City staff and members of the public to prevent the possible spread of COVID-19.*

*In lieu of in person attendance, the public may listen to/view Council meetings on television on Charter channel 191 or online via live streaming at [www.gjcity.org](http://www.gjcity.org). The public may contact City Council and/or City staff by e-mail regarding items on an agenda at [www.gjcity.org](http://www.gjcity.org). Electronic communications will be distributed to the person(s) to whom addressed and Council and staff will try and respond as quickly as possible.*

*For information about COVID-19 and the City's planning and preparedness in response to the virus outbreak, please go to [www.gjcity.org](http://www.gjcity.org).*

**8. Other Business****9. Adjournment**

# GRAND JUNCTION CITY COUNCIL

## SPECIAL SESSION MINUTES

March 2, 2020

The City Council of the City of Grand Junction, Colorado met in Special Session on Monday, March 2, 2020 at 5:00 p.m. in the Administration Conference Room, 2<sup>nd</sup> Floor, City Hall, 250 North 5<sup>th</sup> Street. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Anna Stout, and Mayor Pro Tem Duke Wortmann.

Staff present for the Executive Session were City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Romero, and Interim Human Resources Director Shelley Caskey.

### **Executive Session**

Councilmember Andrews moved to go into Executive Session:

**EXECUTIVE SESSION UNDER C.R.S. 24-6-402(4)(b) OF THE COLORADO OPEN MEETINGS LAW TO CONFER WITH AND RECEIVE LEGAL ADVICE FROM THE CITY ATTORNEY REGARDING THE CITY'S POSITION AND STRATEGY(IES) RELATIVE TO RETIREE HEALTH INSURANCE AND THE NOTICE OF CLAIM FROM BRUNO, COLIN & LOWE REGARDING RETIREE HEALTH INSURANCE**

Councilmember Norris seconded the motion. Motion carried unanimously.

The City Council convened into Executive Session at 5:07 p.m.

Councilmember Stout moved to adjourn. Councilmember Andrewes seconded. Motion carried unanimously.

The meeting adjourned at 5:39 p.m.

Wanda Winkelmann  
City Clerk

**CITY COUNCIL WORKSHOP SUMMARY**  
**March 2, 2020**

**Meeting Convened:** 5:41 p.m. in the City Hall Auditorium

**Meeting Adjourned:** 7:57 p.m.

**City Councilmembers present:** Kraig Andrews, Chuck McDaniel, Phyllis Norris, Anna Stout, and Mayor Pro Tem Duke Wortmann.

**Staff present:** City Manager Greg Caton, City Attorney John Shaver, Public Weeks Director Trent Prall, Visit Grand Junction Director Elizabeth Fogarty, General Services Director Jay Valentine, Senior Assistant to the City Manager Greg LeBlanc, and City Clerk Wanda Winkelmann.

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Mayor Pro Tem Wortmann called the meeting to order.

**Agenda Topic 1. Discussion Topics**

**a. Avalon Theatre Foundation Update**

Robbie Breaux with the Avalon Theatre Foundation provided a history of the Theatre and discussed the recent improvements to the Avalon resulting from the current "Pipeline" project. Ms. Breaux reviewed the participation from 2019, including 254 events held with over 72,000 attendees. 2023 will be the centennial celebration for the Avalon and the Foundation is beginning work now. The Avalon presented a check for \$50,000 to the City as a match towards future projects.

**b. Catholic Outreach Presentation**

Sister Karen stated that Catholic Outreach is working on fundraising for a new 40-unit apartment building. On-site case management would be provided for the residents. The architect designing the building presented draft renderings of the two-story structure, which will include common areas for exercise and gatherings. Beverly Lampley with Grand Valley Catholic Outreach noted this is permanent supportive housing and residents will pay a portion of the rent based on their income. Grand Junction Housing Authority Director Jodi Cole expressed her support for this project. The City was willing to provide \$500,000 in financial support when Catholic Outreach attempted to purchase the Downtown Suites (which didn't

materialize) and Sister Karen requested support for this project. The Department of Local Affairs is expected to contribute \$2 million.

Sister Karen will provide updates as this project moved forward. Support was expressed for this effort.

A break was called for at 6:30 p.m. The Workshop resumed at 6:36 p.m.

**c. Destination Think Place DNA™ Session with City Councilmembers**

Visit Grand Junction has engaged Destination Think to assist in developing a destination brand for Grand Junction. As part of the destination brand development process, Frank Cuypers, Senior Strategic Consultant with Destination Think shared background on Destination Think's process and strategy in developing a destination brand which will be guided by the community and supported by the residents.

One-on-one interviews with community leaders have been conducted and workshops and community meetings will be held over the next week. An online survey is available for residents to complete and data collection will occur over the next few months.

Excitement and enthusiasm were expressed for this project and updates to City Council will be provided as they become available.

**d. Discussion of Grand Junction Housing Authority – Ute Water tap fees for 2814 Patterson Road**

Councilmembers McDaniel and Norris provided an overview of the recent meeting they held with representatives from the Grand Junction Housing Authority (GJHA) and Ute Water District. City Manager Caton and City Attorney Shaver also attended the meeting. GJHA is building a housing project in Ute Water District's jurisdiction and tap fees for the project are approximately \$250,000. GJHA had legislation introduced that would require water districts to waive tap fees, like the requirement that municipalities waive tap fees for housing authorities (per state statute). The parties attending the meeting discussed the tap fees being paid accordingly: the City would contribute \$125,000 and the GJHA and Ute Water would each contribute \$62,500. It was pointed out that if the GJHA's project was in the City's water jurisdiction, the City would have to waive all the tap fees (\$250,000) so this compromise is saving the City money. Jodi Cole with the GJHA stated the legislation has been put on hold while the parties continue to negotiate. She is hopeful a permanent solution can be found as future housing authority projects will be constructed. A follow-up meeting will be held at the end of this week.

Support was expressed for an appropriation ordinance to added to an upcoming City Council meeting for City Council to approve the \$125,000.

### **Agenda Topic 2. City Council Communication**

Councilmember Stout noted that the Arts Commission recently reviewed grant applications and there are more requests than grant dollars. The funding requests are growing. She also reported that the Downtown Development Authority (DDA) is holding a retreat on Thursday.

Councilmember Norris attended the Grand Valley Regional Transportation Committee meeting and learned more about the projects they would like to see included in grants. Mr. Caton noted the GVRTC denied the multi-modal bridge application.

### **Agenda Topic 3. Next Workshop Topics**

Mr. Caton reported the following topics will be discussed at the March 16 Workshop:

- a. Incident Command Training – what is the role of City Council?
- b. City Council Policies – addressing policies that were prioritized by City Council.
- c. Parks & Recreation Open Space Master Plan Task Force Review – discussion of members to this Task Force.

### **4. Other Business**

There was none.

### **Adjournment**

The Workshop adjourned at 7:57 p.m.

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

**March 4, 2020**

**Call to Order, Pledge of Allegiance, Moment of Silence**

The City Council of the City of Grand Junction convened into regular session on the 4<sup>th</sup> day of March 2020 at 6:00 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Duke Wortmann and Council President Rick Taggart.

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

Council President Taggart called the meeting to order. Students Tatum Menon, Riley King and Alex Canela led the Pledge of Allegiance which was followed by a moment of silence.

**Appointment**

**Ratification of Appointment to Riverview Technology Corporation**

Councilmember Andrews moved to ratify Steve Smith to the Riverview Technology Corporation for a term expiring February 1, 2022. Councilmember Norris seconded the motion. Motion carried by unanimous voice vote.

**Certificates of Appointment**

**To the Commission on Arts and Culture**

Councilmember Stout presented the Certificates of Appointment to the Commission on Arts and Culture commissioners Sarah Meredith-Dishong, Matt Goss and Diana Rooney.

**To the Parks and Recreation Advisory Board**

Councilmember Pe'a presented the Certificate of Appointment to the Parks and Recreation Advisory Board member Austin Solko.

**Citizen Comments**

Students Tatum Menon and Riley King gave an update on "Kindness is Contagious Week" activities which included a movie night, an ice skating community event, Lion's Club Parade, and teacher appreciation.

Randy Spydell spoke of and showed a video on approval voting.



Bruce Lohmiller spoke of the Catholic Outreach Day Center extending their hours, Night Patrols, and media ethics.

Richard Swingle gave a PowerPoint Presentation about transparency in municipal government.

**City Manager Report**

City Manager Greg Caton spoke of the branding process and encouraged people to attend the upcoming sessions (directed people to the website for dates and times), neighborhood meetings across the community past and future (April 6<sup>th</sup> at Appleton Elementary and April 30<sup>th</sup> at 6:00 p.m. at East Middle School), and announced the City received a certificate of achievement for excellence in financial reporting for the 35<sup>th</sup> year in regards to the City's Comprehensive Annual Financial Report.

**Council Reports**

Councilmember Stout said the Arts Commission grant selections will be announced soon and reported the Downtown Development Authority and Downtown Grand Junction Business Improvement District have their retreat March 5<sup>th</sup>. She spoke of her visit to Algeria and expressed her appreciation for the hospitality received there.

Councilmember Wortmann spoke of his visit to the State Capital with the Chamber of Commerce and how well Grand Junction was represented.

**CONSENT AGENDA**

Councilmember McDaniel abstained from voting on item 4.a. because of his role on the Grand Junction Regional Airport Authority Board who may also be applying for a Federal Mineral Lease Grant for the customs and border protection office that would support a foreign trade zone.

Councilmember Andrews moved to approve Consent Agenda Items #1 - #5. Councilmember Wortmann seconded the motion. Motion carried by unanimous voice vote.

**1. Approval of Minutes**

- a. Minutes of the February 19, 2020 Executive Session
- b. Minutes of the February 19, 2020 Regular Meeting

**2. Set Public Hearings**

- a. Legislative

- i. Introduce an Ordinance to Add a Horizon Drive Zoning Overlay to the Zoning and Development Code as Title 27 of the Municipal Code and Set a Public Hearing for March 18, 2020
  - ii. Introduce an Ordinance to Amend the North Seventh Street Historic Residential District Guidelines and Standards (Title 26) Regarding the Process and Application for the Demolition of Accessory and Contributing Structures and Set a Public Hearing for March 18, 2020
- b. Quasi-judicial
  - i. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing for April 15, 2020 on Such Annexation, Exercising Land Use Control, and Introducing a Proposed Annexation Ordinance for the Barnes Electric Annexation of 0.521Acres Located at 2806 ½ Perry Drive
  - ii. Introduce an Ordinance Zoning the Barnes Electric Annexation I-1 (Light Industrial), Located at 2806 ½ Perry Drive, and Setting a Public Hearing For April 15, 2020

**3. Contracts**

- a. Contract with Carollo Engineers, Inc. to Develop the 2020 Persigo Wastewater Treatment Plant Master Plan

**4. Resolutions**

- a. A Resolution Authorizing the City Manager to Submit a Grant Request to the Mesa County Federal Mineral Lease District for the Grand Junction Police Department Firing Range Facility Improvement Project

**5. Other Action Items**

- a. Consider a Request by the City of Grand Junction Public Works Department for a Special Permit to Establish a Materials Storage and Transfer Site on a Portion of a 74.83Acre Parcel Zoned CSR (Community Services and Recreation) Located at 2620 Legacy Way

**REGULAR AGENDA**

**An Ordinance Amending the Grand Junction Municipal Code Title 21 Zoning and Development Code to Provide for the Regulation of Mobile Food Vendors, Commonly Referred to as Food Trucks**

The Community Development Director is proposing amendments to sections of the Grand Junction Municipal Code Title 21 Zoning and Development Code to provide for the regulation of mobile food vendors, commonly referred to as “food trucks.” Mobile food vendors currently operate in the City of Grand Junction under a variety of regulatory approaches. Mobile food vendors operating on a site for less than four months are subject to the City’s Temporary Use Permit requirements, however, clarifications are proposed to help address the transient nature of these vendors. In addition, staff has identified a need to clarify regulations for mobile food vendors operating on private property for periods exceeding four months. Staff is proposing to establish “mobile food vendors” and “mobile food vendor courts” as principal land-use categories with use-specific standards, to be allowed in a range of non-residential districts and conditionally-allowed in certain high-density residential districts. Mobile food vendors would thereby be required to participate in a site plan review designed to mitigate any negative impacts associated with their operations such as traffic congestion and parking. Existing measures in place for regulating mobile food vendors operating during special events would not be affected by the proposed text amendments.

Associate Planner Lance Gloss presented this item.

Conversation ensued regarding the workshops that were held at the business incubator (discussions with the public in creating the proposed regulations), application of the regulations to block parties (private parties would generally not allow mobile vendors and if on public property, would be considered a special event), and disposal of wastewater enforcement.

The public hearing was opened at 6:43 p.m.

There were no public comments.

The public hearing was closed at 6:43 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 4908, an ordinance to amend the Grand Junction Municipal Code Title 21 Zoning and Development Code to provide for the regulation of mobile food vendors, commonly referred to as food trucks, on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by roll call vote with Councilmember Andrews voting no.

**An Ordinance for Supplemental Appropriations for a Wastewater Master Plan**

This request is to appropriate funds and authorize spending for a Wastewater Master Plan in the amount of \$576,000 for 2020. A supplemental budget appropriation will be necessary in the Joint Sewer Fund in order to fund this project. No formal action is required by Mesa County for this supplemental appropriation.

The Wastewater Master Plan will plan for the expansion of the wastewater treatment plant; serve as a companion document to the City’s updated Comprehensive Plan (currently in progress) to ensure adequate wastewater infrastructure for the 20-year planning horizon to support community growth; provide a master plan for the wastewater collection system;

identify capital improvements required for rehabilitation and replacement of existing infrastructure; and support an independent rate analysis study that must be completed by 2021 to comply with the 5-year frequency requirement.

Finance Director Jodi Romero presented this item and Utilities Director Randi Kim was present to answer questions.

The public hearing was opened at 6:47 p.m.

There were no public comments.

The public hearing was closed at 6:47 p.m.

Conversation ensued regarding the need to invest in the infrastructure because it is nearing capacity (80%) requiring Master Plan expansion plans.

Councilmember Wortmann moved to adopt Ordinance No. 4909, an ordinance making Supplemental Appropriations to the 2020 Budget of the City of Grand Junction, Colorado Joint Sewer Fund for the year beginning January 1, 2020 and ending December 31, 2020 on final passage and ordered final publication in pamphlet form. Councilmember Andrews seconded the motion. Motion carried by unanimous roll call vote.

### **Contracts - Intergovernmental Agreement (IGA) with Mesa County for Stormwater Quality Management Services**

With the pending dissolution of the 5-2-1 Drainage Authority in March, Mesa County has offered to provide stormwater quality management services for Palisade, Fruita, and Grand Junction. The proposed Intergovernmental Agreement defines the terms, conditions, and responsibilities between the City and Mesa County.

Public Works Director Trent Prall presented this item.

Conversation ensued regarding the tracking and reporting of permits (annual review is outlined in the IGA), feasibility of annual adjustments as needed, 120-day termination without cause clause, capacity issues, and cost structure stability for the three-year term.

Councilmember Wortmann moved to authorize the City Manager to sign the Intergovernmental Agreement for Stormwater Quality Management Services. Councilmember Andrews seconded the motion. Motion carried unanimously by roll call vote.

### **Contract for Stocker Stadium Track Replacement**

The Stocker Stadium Track was originally installed in 2002 and repainted in 2013. The track surface has far exceeded its life expectancy and the asphalt is heaving and cracking in many places. Currently the track hosts all School District 51 high school and middle school track events, Colorado Mesa University track practices, graduations, Special Olympics local and

state games, and is open to the public Monday through Friday for general use. The track surface will be replaced with a new 2-layer embedded track surfacing. The existing track will be removed, and the asphalt will be prepped for the new surfacing. Once resurfacing is completed, the track will be striped for high school and collegiate competition.

In addition to the City of Grand Junction, funding for this project will come from stadium partners including the Parks Improvement Advisory Board and School District #51. If approved, this project will be scheduled to begin in mid-June after the Special Olympics State Meet and before the first football game (mid-August).

Parks and Recreation Director Ken Sherbenou presented this item.

Conversation ensued regarding the contributions toward the project's cost by the entities that utilize the track (there is heavy usage by entities previously listed because there are no other competitive tracks), the timing of the project (lowest utilization time), and the expectation that the partners come together to collaborate on projects that benefit the entire community.

Councilmember Andrews moved to authorize the Purchasing Division to enter into a contract with Renner Sports Surfaces in the amount of \$326,500 for replacement of the track at Stocker Stadium. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

### **Non-scheduled Citizens & Visitors**

Scott Beilfuss spoke about the Redlands Neighborhood meeting held the night before and outlined some of the concerns that were voiced.

### **Other Business**

City Manager Caton clarified information regarding the neighborhood meeting held in the Redlands including future plans for the 37-acre plot that Council moved funds from the Golf Fund to the General Fund as well as the adjustments made to the format of the neighborhood meeting per the public's feedback (instead of breakout sessions, they kept the group together and allowed them the opportunity to ask questions of Staff).

### **Adjournment**

The meeting was adjourned at 7:26 p.m.

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Wanda Winkelmann, MMC  
City Clerk

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

**March 23, 2020**

**Call to Order, Pledge of Allegiance, Moment of Silence**

The City Council of the City of Grand Junction convened into special session on the 23<sup>rd</sup> day of March 2020 at 6:00 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Duke Wortmann and Council President Rick Taggart.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann and Deputy City Clerk Selestina Sandoval. Council President Taggart called the meeting to order. Councilmember Andrews led the Pledge of Allegiance which was followed by a moment of silence.

**REGULAR AGENDA**

**Electronic Meeting Participation**

The purpose of the Policy is the facilitation of City Council operations during the pandemic by providing for Councilmembers participation in meetings without exposing themselves or others to risks of contagion.

City Attorney John Shaver presented this item.

Conversation ensued about citizen participation in electronic City Council meetings (GoToMeeting, online Citizen Comment forms, and via phone), other municipalities who are using virtual meetings, excluding quasi-judicial hearings from the policy due to the requirement of evidence and testimony, and the number of Councilmembers necessary to appear in person.

Councilmember Wortmann moved to adopt Resolution No. 14-20, a resolution providing for telephone and electronic participation in City Council Meetings and that three Councilmembers need to be present. Councilmember Andrews seconded the motion. Motion carried by unanimous roll call vote.

**Emergency Declaration**

The purpose of this item is to declare an emergency due to COVID-19 (coronavirus).

City Attorney John Shaver presented this item.

Conversation ensued regarding frequency and level of communication to Council by the City Manager regarding actions related to this declaration, clarification that the declaration is for an

economic emergency (not a health emergency declaration which falls under Mesa County’s scope), importance of the declaration given the local economic conditions, intent to streamline processes to help the community, the requirement of unanimity for emergency ordinances and how this resolution is a predicate to apply for FEMA funds.

Councilmember Andrews moved to adopt Resolution No. 15-20, a resolution declaring a local economic emergency regarding COVID-19 (Coronavirus disease 2019). Councilmember Pe’a seconded the motion. Motion carried by unanimous roll call vote.

**An Emergency Ordinance to Amend the Grand Junction Municipal Code Regarding Lodging, Sales and Use Tax in the City of Grand Junction, Colorado in Order to Defer the Payment of City Sales, Use, and Lodging Taxes**

The City recognizes that the COVID-19 Pandemic is significantly impacting businesses and employees in Grand Junction. In order to provide some relief and infuse funds back into the local economy, the City proposes to defer the payment of City of Grand Junction sales, use, and lodging taxes collected by businesses in February 2020. These taxes would normally be remitted to the City in March 2020, however by this action the payment due date would be extended until July 31, 2020.

City Manager Greg Caton presented this item.

Conversation ensued about possible extension of the deferral/rebate time frame, the sunset provision, the requirement of businesses to file their sales tax report but not remit the payment, and the need for application to receive the referral/rebate.

Councilmember Stout moved to adopt Emergency Ordinance No. 4912, an Emergency Ordinance to Amend the Grand Junction Municipal Code Regarding Lodging, Sales and Use Tax in the City of Grand Junction, Colorado with the amendment of adding February and March and possibility of April and May. There was no second.

Councilmember Norris moved to adopt Emergency Ordinance No. 4912, an emergency ordinance to amend the Grand Junction Municipal Code regarding lodging, sales and use tax in the City of Grand Junction, Colorado on final passage and ordered final publication in pamphlet form. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

**An Emergency Supplemental Ordinance to Appropriate \$4,400,000.00 from the City General Fund Reserve to Support the City’s Economic Stimulus and Recovery Response Fund in the City of Grand Junction, Colorado**

The purpose of this item is to adopt an emergency ordinance that creates an emergency fund for expenditures related to economic stimulus and recovery.

City Manager Greg Caton presented this item.

Conversation ensued regarding how these jobs would differ from typical seasonal help, where this expense is being paid from (General Fund Reserve), the minimum reserve policy, impact of the City's future budget, cuts on expenditures that are already taking place, the need to update Council on reserves going forward given this expenditure, and discussion of the offset between the short public notice that was given for this item versus the need to infuse this money into our local economy immediately.

Councilmember Andrews moved to adopt Ordinance No. 4913, an emergency supplemental ordinance to appropriate \$4,400,000.00 from the City General Fund Reserve to support the City's Economic Stimulus and Recovery Response Fund in the City of Grand Junction, Colorado on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion failed by roll call vote due to the need of a unanimous vote on the emergency ordinance with Councilmembers Pe'a and Stout voting no.

The Council will reconvene on Wednesday, March 25, 2020 to revisit this item.

**Non-scheduled Citizens & Visitors**

There were none.

**Other Business**

There was none.

**Adjournment**

The meeting was adjourned at 7:27 p.m.

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Wanda Winkelmann, MMC  
City Clerk



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

**March 25, 2020**

**Call to Order, Pledge of Allegiance, Moment of Silence**

The City Council of the City of Grand Junction convened into special session on the 25<sup>th</sup> day of March 2020 at 6:00 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Duke Wortmann and Council President Rick Taggart.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann and Deputy City Clerk Selestina Sandoval. Council President Taggart called the meeting to order. Councilmember Wortmann led the Pledge of Allegiance which was followed by a moment of silence.

**REGULAR AGENDA**

**An Emergency Supplemental Ordinance to Appropriate \$4,400,000.00 from the City General Fund Reserve to Support the City's Economic Stimulus and Recovery Response Fund in the City of Grand Junction, Colorado**

The purpose of this item is to adopt an emergency ordinance that creates an emergency fund for expenditures related to economic stimulus and recovery.

City Manager Greg Caton presented this item.

Conversation ensued regarding the lack of information regarding the future of this pandemic, other ideas on how the City could help the community, saving these funds to ensure the City can continue to provide services and pay their employees, working with nonprofits, health and human services leaders to determine the needs of the community, the sizable amount of the appropriation and the possibility of approving a smaller amount.

Councilmember Andrews moved to adopt Ordinance No. 4914, an emergency supplemental ordinance to appropriate \$2,200,000.00 from the City General Fund Reserve to Support the City's Economic Stimulus with no limit on personnel and a blend of both profit and nonprofit be used for this response in the City of Grand Junction, Colorado on final passage. Councilmember Wortmann seconded the motion. Motion failed due to the need of a unanimous vote on the emergency ordinance by roll call vote with Councilmember Stout voting no.

**Non-scheduled Citizens & Visitors**

There were none.

**Other Business**

There was none.

**Adjournment**

The meeting was adjourned at 7:02 p.m.

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Wanda Winkelmann, MMC  
City Clerk



## Grand Junction City Council

### Regular Session

Item #2.a.i.

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**Meeting Date:** April 1, 2020

**Presented By:** John Shaver, City Attorney

**Department:** City Attorney

**Submitted By:** John P. Shaver, City Attorney

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### **Information**

#### **SUBJECT:**

Introduction an Ordinance to Adopt Renewal of the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications and Set a Public Hearing for April 15, 2020

#### **RECOMMENDATION:**

Staff recommends the approval of the Ordinance.

#### **EXECUTIVE SUMMARY:**

An ordinance granting a renewal of the Franchise Agreement by the City of Grand Junction to Spectrum, Pacific West LLC, locally known as "Charter Communications", its successors and assigns, for the right to furnish, sell and distribute cable television services to the City and to all persons, businesses and industry within the City and the right to acquire, construct, install, locate, maintain, operate and extend into, within and through said City all facilities reasonably necessary to furnish cable television services and the right to make reasonable use of all streets and other public places and easements as may be necessary; and fixing the terms and conditions thereof.

#### **BACKGROUND OR DETAILED INFORMATION:**

The City Charter, Article XIV, § 105, Franchise Granted Upon Vote, provides "No franchise relating to any street, alley or public place of the said city shall be granted except upon the vote of the registered electors..."

In the April 2019 election, a Charter amendment was approved that allows an amendment, renewal, extension or enlargement of any franchise without a vote by the

registered electors. Staff recommended the amendment because of the, doctrine of federal preemption found in the Supremacy Clause of the United States Constitution. The City's Charter directly conflicted with federal law by requiring a vote of the electorate for renewal of cable franchise. Federal law provides that "...any provision of law of any State, political subdivision, or agency thereof, or franchising authority, or any provision of any franchise granted by such authority, which is inconsistent with this chapter shall be deemed to be preempted and superseded."

The City Charter, Article XIV, Article XIV, § 119, Amendment, Renewal, Extension or Enlargement of Franchise, now states:

No amendment, renewal, extension or enlargement of any franchise, or grant of rights or powers previously or heretofore granted to any corporation, persons, or association of persons, shall be made except in the manner and subject to all conditions provided in this article for the making of original grants and franchises, except that renewal of any cable television franchise shall not be subject to a vote of the registered electors, but shall be made in accordance with applicable federal law.

On April 5, 2005, Bresnan Communications, LLC ("Bresnan") was granted a franchise for the operation and maintenance of a cable television system in the City (People's Ordinance No. 36). Charter Communications, Inc. ("Charter"), the parent company of Bresnan, merged Bresnan with Charter, Spectrum Pacific West, LLC ("Spectrum"). On December 5, 2018, Resolution No. 84-18 was approved, consenting to the assignment of the cable television franchise agreement to Spectrum.

The proposed ordinance renews the franchise agreement with Spectrum while serving to update the agreement to reflect changes in Federal law and an increase in the fee paid to the City. Federal law provides four considerations for renewal. Those are:

- (A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;
- (B) the quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;
- (C) the operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and
- (D) the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

City staff conclude that these evaluation criteria have been met and recommends the City Council likewise find and conclude the same.

**FISCAL IMPACT:**

The ordinance establishes the annual franchise fee Spectrum will pay to the City in an amount equal to five percent (5%) of the annual Gross Revenue as allowed by Federal law.

This will double the annual revenue from \$341,000 to \$682,000. Because the agreement was not finalized during the development of the 2020 budget, the revenue was budgeted at the former % for \$341,000. Actual revenues above the budgeted revenues will add to the General Fund balance in 2020.

**SUGGESTED MOTION:**

I move to introduce a proposed ordinance to renew the franchise agreement, on the terms provided in the Ordinance and for the reasons stated herein, by and between the City of Grand Junction and Spectrum, Pacific West LLC., locally known as Charter Communications, and set a public hearing for April 15, 2020.

**Attachments**

1. ORD-Charter Communications Franchise Agreement - 031820

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A RENEWAL OF THE FRANCHISE BY THE CITY OF GRAND JUNCTION TO SPECTRUM, PACIFIC WEST LLC, LOCALLY KNOWN AS CHARTER COMMUNICATIONS.**

**RECITALS:**

The City Charter, Article XIV, § 105, Franchise Granted Upon Vote, provides “No franchise relating to any street, alley or public place of the said city shall be granted except upon the vote of the registered electors...”

In the April 2019 election, the City Charter was amended to allow an amendment, renewal, extension or enlargement of any franchise without a vote by the registered electors. Staff recommended the amendment because of the doctrine of federal preemption found in the Supremacy Clause of the United States Constitution. The City’s Charter directly conflicted with federal law by requiring a vote of the electorate for renewal of cable franchise. Federal law provides that “...any provision of law of any State, political subdivision, or agency thereof, or franchising authority, or any provision of any franchise granted by such authority, which is inconsistent with this chapter shall be deemed to be preempted and superseded.”

The City Charter, Article XIV, Article XIV, § 119, Amendment, Renewal, Extension or Enlargement of Franchise, now states:

No amendment, renewal, extension or enlargement of any franchise, or grant of rights or powers previously or heretofore granted to any corporation, persons, or association of persons, shall be made except in the manner and subject to all conditions provided in this article for the making of original grants and franchises, except that renewal of any cable television franchise shall not be subject to a vote of the registered electors, but shall be made in accordance with applicable federal law.

On April 5, 2005, Bresnan Communications, LLC (“Bresnan”) was granted a franchise for the operation and maintenance of a cable television system in the City (People’s Ordinance No. 36). Charter Communications, Inc. (“Charter”), the parent company of Bresnan, merged Bresnan with Charter, Spectrum Pacific West, LLC (“Spectrum”). On December 5, 2018, Resolution No. 84-18 was approved, consenting to the assignment of the cable television franchise agreement to Spectrum.

The proposed ordinance renews the franchise agreement with Spectrum.

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

An Ordinance granting a renewal of the franchise agreement by the City of Grand Junction to Spectrum, Pacific West LLC, locally known as “Charter Communications”, its successors and assigns, for the right to furnish, sell and distribute cable television services to the City and to all persons, businesses and industry within the City and the right to acquire, construct, install, locate, maintain, operate and extend into, within and

through said City all facilities reasonably necessary to furnish cable television services and the right to make reasonable use of all streets and other public places and easements as may be necessary; and fixing the terms and conditions thereof.

**CABLE FRANCHISE  
SPECTRUM, PACIFIC WEST LLC  
LOCALLY KNOWN AS “CHARTER COMMUNICATIONS”**

**ARTICLE I. DEFINITION OF TERMS**

- 1.1 For the purposes of this franchise, the following terms, phrases, words and their derivations shall have the meanings given here. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular and words in the singular include the plural. The word “shall” is always mandatory and never merely directive; the word “may” is permissive. Words not defined shall be given their common and ordinary meaning.
- 1.2 *Affiliate*, when used in connection with the Grantee, shall have the meaning set forth in Section 602 of the Cable Act (47 U.S.C. §522).
- 1.3 *Bad debt* means amounts billed to a subscriber and owed by the subscriber for cable service and accrued as revenues on the books of Grantee, but which are not collected after reasonable efforts have been made by the Grantee to collect them.
- 1.4 *Basic cable service* shall have the meaning set forth in Section 602 of the Cable Act (47 U.S.C. §522) means any cable service tier which includes, at a minimum, the retransmission of local television broadcast signals, local access programming and all broadcast channels.
- 1.5 *Broadcast channel* means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 U.S.C. §534 and §535.
- 1.6 *Broadcast signal* means a television or radio signal transmitted over the air to a wide geographic audience, and received by a cable system by antenna, microwave, satellite dishes or any other means.
- 1.7 *Cable Act* means the Cable Communications Policy Act of 1984, as amended (47 U.S.C. §§521, *et seq.*)
- 1.8 *Cable operator, cable service, cable system, and channel*, shall have the meaning set forth in Section 602 of the Cable Act (47 U.S.C. §522).
- 1.9 *City* means the City of Grand Junction, Colorado, a body politic and corporate under the laws of the State of Colorado, and all of the area within its boundaries, as such boundaries may change from time to time, and any of its legally established enterprises.
- 1.10 *City Council* means the Grand Junction City Council, the governing body of the City of Grand Junction, or its successor.
- 1.11 *Demarcation point* means the patch panel, termination block or other termination device provided by the Grantee, if any, located within each end user-electronics. In all cases the demarcation point will be clearly marked as such by Grantee which provides an identifiable interface for end user electronics.
- 1.12 *Designated access provider* means the entity or entities designated now or in the future by the City to manage or co-manage access channels and facilities. The City may be a designated access provider.
- 1.13 *Dwelling unit* means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered multiple dwelling units.

- 1.14 *Equipment* shall mean any poles, wires, cable antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Right of Way, including the Cable System
- 1.15 *Expanded basic service* means the tier of optional video programming services one level above basic service, which does not include premium services.
- 1.16 *FCC* means the Federal Communications Commission and any successor entity thereto.
- 1.17 *Fiber optic* means the transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying cable service or institutional network service by means of electric light wave impulses.
- 1.18 *Franchise* shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- 1.19 *Franchise Area* means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise
- 1.20 *Franchise fee* shall have the meaning set forth in Section 602 of the Cable Act (47 U.S.C. §522).
- 1.21 *GAAP* means generally accepted accounting principles.
- 1.22 *Generally applicable*, when referring to ordinances, laws, or regulations, means legal obligations that are applied generally and in a nondiscriminatory manner and not limited to Grantee.
- 1.23 *Grantee* means Spectrum Cable Pacific West, LLC, locally known and doing business as Charter Communications.
- 1.24 *Gross Revenue* means and includes any and all revenue received by the Grantee, as determined in accordance with generally accepted accounting principles, from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, or any sales or utility taxes, the Franchise fee is not such a tax; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions reasonably available under applicable State law and (4) any EG (as defined in Section 8 hereof.)
- 1.25 *Headend* means any facility for signal reception and dissemination on a cable system, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, and processors for broadcast signals.
- 1.26 *Nonstandard installation* shall mean an aerial drop of more than 125 feet of distance from distribution cable to connection of service or any underground installation to a potential subscriber.
- 1.27 *EG access channel(s)* means any channel(s), or portion thereof, designated for EG access purposes or otherwise made available to facilitate or transmit EG access programming or services.
- 1.28 *Educational, and governmental access* or *EG access* means the availability of channel capacity on the cable system for noncommercial use by various agencies, institutions, organizations, in the community, including the City and its designees, including, but not limited to:
- (a) *Educational access* means access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, including, for example, primary and secondary schools, colleges and universities.
  - (b) *Government access* means access where a governmental institution or its designee(s) is/are the primary users having editorial control over programming and services.
- 1.33 *Person* means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.



- 1.34 *Premium service* means programming choices (such as movie channels, pay-per-view programs, or video on demand) offered to subscribers on a per-channel, per-program or per-event basis.
- 1.35 *Right-of-way* means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the franchise area: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.
- 1.36 *Standard installation* shall mean any cable service aerial installation that measures no more than 125 feet from the point of connection to the Grantee's existing cable system.
- 1.37 *State* means the State of Colorado.
- 1.38 *Subscriber* shall mean any Person lawfully receiving Cable Service from the Grantee.
- 1.40 *Telecommunications* means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).
- 1.41 *Telecommunications service* means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).
- 1.42 *Tier* means a group of channels for which a single periodic subscription fee is charged.
- 1.44 *Upgrade* means an improvement in channel capacity or other technical aspect of the cable system capacity, which may be accomplished with or without a rebuild of the system.

## ARTICLE II: GRANT OF FRANCHISE

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Right of Way, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

**2.2 Franchise Requirement.** Grantee promises and guarantees, as a condition of exercising the privileges granted by this franchise, that any person who is a cable operator of this cable system in the Franchise Area, or directly involved in the management or operation of the cable system in the Franchise Area, will also comply with the terms and conditions of this Franchise.

**2.3 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the Federal Cable Act renewal procedures.

**2.4 Compliance with applicable laws.** Nothing in this agreement shall be deemed to waive the lawful requirements of any Generally Applicable City ordinance existing as of the Effective Date. This Agreement, is subject to applicable federal law, including the Cable Act.

**2.5 Police powers.** The Grantee agrees to comply with the terms of any lawfully adopted Generally Applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract

**2.6 Nonexclusivity.** This franchise shall be nonexclusive and subject to all prior rights, interests, easements or licenses granted by the City to any person to use any property, Right-of-Way, right, interest, or license for any purpose whatsoever, including the right of the City to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant other franchises, including but not limited to cable franchises, or other authorization to use the Right-of-Way for any purpose not incompatible with Grantee's rights under this Agreement as the City deems appropriate.

**2.7 Renewal.** Renewal shall be governed by provisions and procedures set forth in Section 626 of the Cable Act (47 U.S.C. §546), as amended. Notwithstanding the foregoing, renewal may not occur sooner than one calendar year prior to the expiration of the Term, as required by the Charter of the City of Grand Junction, Article XIV, Section 117.

### **ARTICLE III: SERVICE OBLIGATIONS, EXTENSION AND AVAILABILITY**

**3.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every single family residence within the Franchise Area where there is a minimum density of at least thirty-five (35) single family residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Upon written request from the Grantor, at a time mutually agreed to, and not more than once annually, Grantee will meet with the Grantor to review the Service Area

**3.2 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall arbitrarily be refused service; however, if an area does not meet the density requirements of Section 3.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/ Non-Standard Installation charges to extend the Cable System from the tap to the residence.

**3.3 No discrimination.** Grantee shall not deny cable service, access to cable services, or otherwise discriminate against subscribers, access channel or EG channel users, or property owners in the Franchise Area on the basis of race, color, religion, national origin, age, sex or sexual orientation. Grantee shall comply at all times with applicable law relating to nondiscrimination

**3.4 New Development Underground.** For new construction or development and when utilities are to be placed underground, the Grantor agrees to require as a condition of approval of the construction or development, the developer or property owner shall give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, or date mutually agreed to by the parties, then should the trenches be closed after the fifteen-day period, or date mutually agreed to by the parties the cost of new trenching is to be borne by Grantee.

**3.5 Service to multiple dwelling units.** Subject to the terms of any contract governing service to any multiple dwelling unit, the Grantee shall offer the individual units of a multiple dwelling unit all cable services offered to other dwelling units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of cable services beyond the Demarcation Point at a multiple dwelling unit.

**3.6 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the

provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, - begin collecting the franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.8 with a copy to the Director of Government Affairs. Grantee shall not be liable for franchise fees collected from an annexed area(s) unless and until Grantee has received notification in accordance with this section.

## **ARTICLE IV: CUSTOMER SERVICE AND RATES**

### **4.1 Customer Service Standards.**

Grantee shall comply with Customer Service Standards promulgated by the FCC.

4.1.1 **Continuity of service.** It shall be the right of all subscribers to continue receiving cable service insofar as their financial and other obligations to the Grantee are honored, and provided that Grantee may discontinue or refuse to provide Cable Service to any person that engages in credibly alleged criminal behavior toward the Grantee's employees or representatives, and subject to the Grantee's rights under this Agreement. Grantee shall use reasonable efforts to ensure that all subscribers receive continuous, uninterrupted cable service insofar as their financial and other obligations to Grantee are honored. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the cable system for maintenance or testing. Subject to the force majeure provision of this Agreement, failure of Grantee to operate the cable system for four consecutive days without prior approval of the City or its designee, or without just cause may be considered a material violation of this Agreement.

4.1.2 **Parental control device.** Upon request by any subscriber, Grantee shall provide by sale or lease a parental control or lockout device, traps or filters to enable a subscriber to prohibit viewing of a particular cable service during periods selected by the subscriber. Grantee shall inform its subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with applicable law.

**4.2 Rate regulation.** The City shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City. If and when exercising rate regulation, the City shall abide by the terms and conditions set forth by the FCC or other applicable law. All of Grantee's rates and charges related to or regarding cable services shall comply with the City's lawful rate regulations. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

**4.3 Subscriber contracts.** Grantee shall provide to the City a sample of the subscriber contract(s) and/or service agreement(s) then in use upon the City's request. Grantee shall not enter into a contract with any subscriber that materially conflicts or otherwise fails to comply with the terms of this Agreement or federal or state law.

**4.4 Subscriber privacy.** Grantee shall fully comply with any federal, law regarding the privacy rights of subscribers.

**4.5 Performance evaluations.** The City may hold performance evaluation sessions no more often than once every three years to discuss Grantee's performance under this Agreement and under applicable law. Performance evaluation sessions shall be conducted by the City. Special evaluation sessions may be held at any time by the City during the term of this franchise upon reasonable prior written notice to Grantee, which notice shall include the City's basis for calling the special evaluation sessions. All evaluation sessions shall be open to the public and announced at least two weeks in advance in a newspaper of general circulation in the City. During evaluations under this subsection, Grantee shall fully cooperate with the City and shall provide such information and documents as the City may reasonably require to perform the evaluation. Nothing in this subsection shall be construed as requiring a renegotiation or amendment of this Agreement.

## **ARTICLE V: FRANCHISE FEE**

**5.1 Franchise fee established.** As compensation for the benefits and privileges granted under this franchise and in consideration of permission to use the City's rights-of-way, Grantee shall pay a franchise fee to the City throughout the Term of franchise. Accrual of the franchise fees shall commence as of the Effective Date of this Agreement.

**5.2 Amount of fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal five percent (5%) of the annual Gross Revenue. Franchise Fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The franchise fee and the method of calculation shall be computed in accordance with GAAP. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Article shall be amended to reflect the same percentage and revenue base upon which the franchise fee in the other cable franchise fee is computed,

**5.3 Franchise Fees – bundled services.** If Cable Services subject to the franchise fee required under this Section are provided to Subscribers in conjunction with non-Cable Services for a single aggregate price, the franchise fee shall be applied to the portion of the aggregate price attributed to Cable Services. It shall be the obligation of Grantee to maintain its books and attribute the revenues to Cable Services consistent with GAAP and Grantee shall not make such attribution to avoid Franchise Fees.

**5.4 Payment of fee.** The 12-month period applicable for computation of the franchise fee shall be a calendar year. The franchise fees shall be due and payable quarterly within 45 days of the close of the calendar quarter and transmitted by electronic funds transfer to a bank designated by the City. The payment period and the accrual of the franchise fees that are to be paid to the City pursuant to this Agreement shall commence on the Effective Date of the Agreement.

**5.5. Late payment.** If any franchise fee payment or recomputed payment is not made on or before the dates specified herein, the Grantee shall pay an interest charge, computed from the last day in the fiscal year in which such payment was due, at the annual rate equal to the lowest of (A) the maximum rate permitted under state applicable law, (B) eight percent (8%) or (C) that established by the State Bank Commissioner pursuant to C.R.S. 39-21-110.5 in effect as of the due date (which is the prime rate of interest reported by the Wall Street Journal on July 1<sup>st</sup> of the previous calendar year, plus three percent (3%) rounded to the nearest full percent).

**5.6 Acceptance of payment.** No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee or as an accord and satisfaction of any such claim.

**5.7 Franchise fee statements.** Grantee shall, upon request, furnish to the City a statement stating the total amount of gross revenues for the quarter and all payments, deductions and computations for the period. Such statement shall be signed by an authorized representative of the company. stating that it accurately reflects the gross revenues of the Grantee.

#### **5.8 Review or audit.**

5.8.1 Review. All amounts paid by the Grantee to the City under this Agreement and all relevant data and records reasonably related to the administration or enforcement of this Agreement shall be subject to review and if justified re-computation by the City upon thirty (30) days written notice to Grantee.

5.8.2 Audit. Upon 30 days' prior written notice, the City, including the City's Auditor or his/her authorized representative, shall have the right, no more often than once annually, to conduct an independent audit of Grantee's records reasonably related to the administration or enforcement of this franchise, in accordance with GAAP.

5.8.4 Underpayment – cost of audit. If an audit, or a review if such review is conducted no more than once per year, shows that franchise fees or access capital fees have been underpaid by five percent or more, then the Grantee will reimburse the cost of such review up to a maximum of five thousand dollars (\$5,000). If there is a dispute regarding a claimed underpayment, that if accurate, would result in an underpayment of franchise fees or access capital fees of five percent (5%) or more, and if the dispute is ultimately resolved

in favor of the City, then at the time of such resolution, subject to applicable law, the Grantee will reimburse the costs of such review up to a maximum of five thousand dollars (\$5,000).

**5.9 Limitations.** The City's right to audit and the Grantee's obligation to retain records related to a franchise fee audit shall expire three years after each franchise fee payment has been made to the City. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

## ARTICLE VI: SERVICE, CONSTRUCTION AND TECHNICAL STANDARDS

### Construction and Technical Standards

**6.1 Compliance with Codes.** All Grantee's construction practices and installation of equipment shall be done in accordance with all applicable City Codes.

**6.2 Construction and Operation Standards and Requirements.** All of the Grantee's equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time.

**6.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage. Grantee shall promptly notify the property owner, including but not limited to the Grantor, if any of the Grantee's activities therein or on damage private or public property. Notification in writing shall in any event of damage within 24 hours. The Grantee shall at its sole expense promptly restore the property or Right of Way to the condition it existed prior to the damage and such repair shall be warranted for one year from the date of completion of the repair.

**6.4 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

## ARTICLE VII: CONDITIONS ON USE AND OCCUPANCY OF AND WORK IN THE RIGHTS-OF-WAY

**7.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions. Grantee must follow City-established requirements for placement of cable system facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way and burial depth standards, and must in any event install cable system facilities in a manner that minimizes interference with the use of the rights-of-way by others, including others that may be installing communications facilities.

**7.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those areas where existing telephone and electric services are both underground or in the event of new construction will or are required to be underground, at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as all existing aerial facilities are placed or required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. Except in the instance of necessary emergency repair, Grantee shall, no fewer than 60 days before trenching in the right-of-way, notify the City of such work and of the estimated start date

7.2.1. Nothing in this franchise shall prevent the City or public utility providers from (a) constructing or installing in the Right-of-Way sewer, water, gas, electric, telecommunications or fiber optic lines; (b) grading, paving, repairing or altering any right-of-way; or (c) constructing or establishing any other public work or improvement; provided, however, that the City or public utility provider shall be responsible to Grantee for any obstruction of or damage to Grantee's cable system caused thereby.

7.2.2 Within limits reasonably related to the City's role in protecting public health, safety and welfare, in a generally applicable and non-discriminatory manner the City may require that cable system facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular right-of-way; may deny access if Grantee is not willing to comply with City's such lawful requirements; and may require Grantee at its cost to remove any facility that is not installed in compliance with the requirements lawfully established by the City, and may require Grantee to cooperate with others to minimize adverse impacts on the rights-of-way.

**7.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any street, alley, right of way or easement within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall reasonably cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such street, alley, right of way or easement.

**7.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners, including but not limited to the Grantor, and at all times shall be kept and maintained in a safe and adequate condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the safe and usual travel on such public way.

**7.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any and all damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a comparable condition to the condition of the street, alley or Right of Way or easement immediately prior to such damage or disturbance.

**7.6 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. Trimming activities shall at all times be done with care and commonly accepted methods for protection of the trees and public safety during and after the trimming.

**7.7 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when required by the Grantor for its use and benefit. Grantee shall be responsible for any and all costs associated with these obligations.

**7.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**7.9 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

## ARTICLE VIII: ACCESS CHANNEL(S) (EG)

**8.1 EG channels.** As of the Effective Date, the Grantee shall continue to provide capacity on its Cable System for an access channel or channels for use by the City for, educational and/or governmental programming (which may be referred to herein as EG programming or the EG channel(s)). The City may, in its discretion, permit the EG channel(s) to be shared by multiple designated access providers. Grantee shall provide the EG channel(s) to subscribers, without limitation, as a part of the basic service. The Grantee shall maintain the access channel(s) at the same or better level of technical quality and reliability as for other channels, which shall at all times meet at least the minimum standards required by applicable law.

**8.2 Additional EG Channel.** Upon 180 days notice from the Grantor, the Grantee shall provide one (1) additional EG channel, for a maximum of two (2) channels if the EG channel provided pursuant to subsection 8.1 is occupied fifty percent (50%) of the hours between 11 a.m. and 11 p.m. for any consecutive twelve (12) week period. For the purpose of the above percentage calculation: (a) a program may not be repeated more than three (3) times in any consecutive twelve (12) week

period; and (b) Time allocated to character generator or similar programming shall be excluded; and (c) programming is not duplicated on any of the other EG channels.

**8.3 Return of Channels.** The Grantee may seek the return of one or both EG Access Channels if the EG Access Channels are not programmed for at least forty-eight (48) hours per week measured on a quarterly basis thereafter. Grantor shall keep records of the amount of locally produced EG video programming carried on the EG Access Channel. Upon request by Grantee, not to exceed two (2) requests per calendar year, the Grantor shall provide a report of the amount of locally produced EG video programming carried on the EG Access Channel.

**8.4 Relocation of the EG channels.** Grantee shall provide the City with a minimum of thirty (30) days written notice, prior to change(s) to the access channel(s) designation, unless the change is required by Federal law, in which case Grantee shall provide the City the maximum notice possible. Any access channel designation change(s) shall be in full compliance with FCC signal quality and proof-of-performance.

**8.5 Return line.** The Grantee shall, subject to applicable law, maintain the cable system return line in existence as of the Effective Date from the locations listed below to the cable system headend, so long as access programming is or may originate from such location.

8.5.1 In the event the City determines during the term of this Agreement that the return line needs to be relocated, or that an additional return line is required from a location other than 250 N 5th St, Grand Junction, CO (each, a “new return line”), the City may elect to have the Grantee construct and maintain such new return line between the relocated or new access location and the cable system headend. If such new return line is to be provided by the Grantee, the Grantee shall select the materials and technology to be used for the new return line, provided that the new return line shall be able to send video programming signals from the access location to the cable system headend in the same format in which such signals are uploaded to the new return line and that new return line is in compliance with all applicable FCC regulations. Weather permitting, the Grantee shall complete the new return line requested pursuant to this subsection within one hundred twenty (120) days of receiving a written request for same from the City or as otherwise agreed upon by the parties. All costs associated with the construction, maintenance and transport of any new return line, including applicable equipment, shall be the responsibility of the City; however, the City may use any unused, remaining portion of the access capital grant to offset any related capital costs.

8.5.2 In the event the City determines during the term of this Agreement that the return lines need to be upgraded to support digital transmissions (each, an “upgraded return line”) the City shall provide written notice of the same to the Grantee. The Grantee shall select the materials and technology to be used for the upgraded return line, provided that the upgraded return line shall be able to send video programming signals from the access location(s) to the cable system headend in the same format in which such signals are uploaded to the upgraded return line and that upgraded return line is in compliance with all applicable FCC regulations. Weather permitting, the Grantee shall complete the upgraded return line(s) requested pursuant to this subsection within one hundred twenty (120) days of receiving a written request for same from the City or as otherwise agreed upon by the parties. All costs associated with the construction, maintenance and transport of any upgraded return line, including applicable equipment, shall be the responsibility of the Grantor.

**8.6 EG Access Capital Grant.** At any time until the fifth anniversary of this Agreement, the City may require the Grantee to provide a capital grant to be used by the City to purchase access production equipment and/or as in-kind capital funds to offset the capital costs of the HD upgrade, a new return line or upgraded return line, with the aggregate cost of such capital not being greater than five thousand dollars (\$5,000) (the “Access Capital Grant”). At the written direction of the City, the Grantee may use, as the City determines in its sole discretion, some or all of the Access Capital Grant for offsets to the capital costs of the HD upgrade, a new return line(s) or upgraded return line(s). Grantee. With the exception of a new or upgrade return line(s), the City shall be responsible for installing, operating, maintaining and replacing the capital equipment purchased with the Access Capital Grant. The Grantee shall construct and own the return lines and/or upgraded return lines, and maintain and operate all return lines for the use and benefit of the City in accordance with this Agreement.

## 9.0 ARTICLE IX: RECORDS, REPORTS AND MAPS

**9.1 Records required.** The Grantee shall at all times maintain and make available for review by the City at no cost:

9.1.1 A record of all written complaints received regarding interruptions or degradation of cable service, which record shall be maintained for one year.

9.1.2 A full and complete set of plans, records and strand maps showing the location of all cable system facilities and equipment, which shall be certified as accurate at the time they are prepared.

9.1.3 Financial and accounting records necessary to demonstrate compliance with the Franchise Fee obligations of this Agreement, including, without limitation, all records necessary to review and calculate gross revenue, franchise fees, under this Agreement.

9.1.4 A log of all service interruptions.

9.1.5 Pleadings, applications, notifications, communications and other documents submitted by Grantee or its parent corporation(s) or affiliates to any Federal, State or local court, regulatory agency or other government body, including the Grantor, if such relate to the operation of Grantee's cable system within the City.

**9.2 Inspection of records.** The Grantee shall permit any duly authorized representative of the City, upon receipt of advance written notice, to examine any of the records maintained by the Grantee, which are reasonably related to the administration or enforcement of or Grantee's compliance with the material provisions of this Agreement.

9.2.1

9.2.2 The City's inspection notice shall reference the provision(s) of the Agreement that relate to the records to be reviewed.

9.2.3 The City may request copies of any such records required, which Grantee shall provide for review to the City at the address given in the notice provisions of this Agreement, except as set forth herein and in Section 9.2.4 below, within 30 days of the receipt of such request. Grantee

9.2.4 If the requested records contain trade secrets or confidential or proprietary business information, then Grantee may request in writing within 10 days of receipt of City's written request, that the City inspect the records at Grantee's local offices. Grantee may require that such inspection be during normal business hours. Such inspection by the City shall not be unreasonably disruptive to the Grantee's conduct of business.

9.2.5 Whether by delivering copies or by providing records for inspection at Grantee's offices, Grantee shall organize the records for easy access by the City.

9.2.6 If records cannot be made available by copy or by inspection at a local office, then the Grantee shall pay to have the records delivered to the City for inspection.

9.2.7 The Grantee shall be required to maintain books and records for compliance purposes for one (1) years, except for records relating to the calculation of Gross Revenues and the payment of Franchise Fees, which shall be maintained for three (3) years.

**9.3 Confidentiality.** Subject to this section, all information furnished to the City is public information, and shall be treated as such, except for information involving the privacy rights of individual subscribers and data, specifications and information clearly reasonably identified by the Grantee to the City as confidential or proprietary.

9.3.1 The Grantee shall not be required to provide subscriber information in violation of Section 631 of the Cable Act (47 U.S.C. § 551).



9.3.2 The City agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent the Grantee makes the City aware of such confidentiality; in this regard, Grantee shall be responsible for clearly and conspicuously stamping the word “Confidential” on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or Federal law.

9.3.3 If the City believes it must release any such confidential books and records in the course of enforcing this franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the City receives a demand from any person for disclosure of any information designated by Grantee as confidential, the City shall advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time.

9.3.4 If the Grantee requests that the City continue to oppose such release, then until otherwise ordered by a court or agency of competent jurisdiction, the City shall, to the extent permitted by law, deny access. Grantee shall reimburse the City for all reasonable costs and attorneys’ fees incurred in any legal proceedings pursued under this article concerning the confidentiality of Grantee’s records.

9.3.5 If the Grantee does not request that the City oppose such release, then the City shall make an independent judgment with respect to such release, and the Grantee shall not be liable for costs related to the same.

9.3.6 Grantee shall not claim confidential, privileged or proprietary rights to documents required to be maintained unless such documents have been filed confidentially with the applicable court of competent jurisdiction, or a federal or State agency.

**9.4 Reports required.** Grantee shall provide the following documents and reports to the City within ten (10) days of the City’s written request and not more than once annually:

9.4.1 A complete schedule of fees, rates and charges for all subscriber service(s)

9.4.2 A current list of cable services and channel line-ups.

9.4.3 Grantee’s current subscriber agreement(s) and subscriber agreements used within the past year.

9.4.4 Grantee’s policy regarding the processing subscriber complaints, delinquent subscriber, disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee’s policy in connection with its.

9.4.5 Revenue allocation for bundled services

9.4.6 Performance monitoring test results to the extent required by applicable law.

9.4.7 Programming categories available with Grantee’s cable services

9.4.8 System expansion or upgrade plans

9.4.9 Summary of the previous year’s activities in the development of the cable system

9.4.10 Names, addresses and contact information of parent corporations and affiliates with responsibilities for operation or maintenance of the cable system

**9.5 Failure to report.** The failure or neglect of Grantee to file any of the reports or filings required under this Agreement (not including clerical errors or errors made in good faith) may, at the City’s option, be deemed a material breach of this franchise.

**9.6 False statements.** Any false or misleading statement or representation in any report required by this Agreement (not including clerical errors or errors made in good faith) may be deemed a material breach of this franchise and

may subject Grantee to all remedies, legal or equitable, which are available to the City under this franchise or otherwise.

## ARTICLE X: INDEMNIFICATION

### 10.1 Indemnification.

- A. If the Grantor is named as a defendant in a complaint, demand, claim or action (“Action”) that alleges that the Grantee’s actions or omissions or the Cable System was a cause of injury identified in the Action, the Grantor shall tender the defense thereof to the Grantee within ten (10) business days of receipt of such Action by giving the Grantee written notice of its obligation to defend the Grantor. The Grantee shall have the right to defend, settle or compromise such Actions and the Grantor shall cooperate fully with the Grantee in such defense. Notwithstanding the foregoing, if the Grantee believes in good faith that a tendered Action has little or no merit with respect to the Grantee’s liability, the Grantee may refuse the defense of such Action, in which case the Grantor will in good faith defend the Action and the Grantee shall cooperate fully with the Grantor in such defense and may participate in such defense at the Grantee’s option; provided that if the Grantee is determined to be liable in such Action, the Grantee shall be responsible for indemnifying the Grantor as set forth in subsection 10.1B. If the Grantor believes that any such Action should be settled or compromised in any manner that will result in liability or other obligation for or restraint on the Grantee under this Agreement or otherwise, such settlement or compromise shall only be done with the prior written consent of the Grantee.
- B. The Grantee shall indemnify and hold the Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities or judgments for injury to any Person or property to the extent caused by the negligent construction, repair, extension, maintenance, operation or removal of the Grantee’s wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or its designees for the Grantor’s use of the Cable System, including any EG Channel.

**10.2 Non-avoidance.** The fact that Grantee carries out any activities under this Franchise through an independent contractor shall not constitute an avoidance of or defense to Grantee’s duties of defense and indemnification under this agreement.

## ARTICLE XI: INSURANCE

### 11.1 Insurance.

The Grantee shall maintain continuous, uninterrupted insurance coverage throughout the Term, through insurers with a Best’s rating of no less than A-, in at least the following amounts:

Type of Insurance	Coverage Minimums
Workers’ Compensation	Statutory limits
Commercial General Liability	\$1,000,000 per occurrence, combined single limit; \$2,000,000 general aggregate
Auto liability including coverage on all owned and non-owned hired vehicles	\$1,000,000 per occurrence combined single limit
Umbrella liability	\$1,000,000 per occurrence combined single limit

Any deductible shall not in any way limit Grantee’s liability to the City or its obligations to the City hereunder.

**11.2 City Additional Insured.** The City shall be added as an additional insured to the above coverages for cable system operation and for work or projects in the City. The City, its officers, officials, boards, commissions, and employees shall be covered as, and have the rights of, additional insureds, and such coverage shall be primary, with respect to liability arising out of activities performed by Grantee or for which Grantee has assumed responsibility hereunder.

**11.3 Certificates of insurance.** Every certificate of insurance shall contain a provision that the policy cannot be canceled or materially changed without 30 days' written notice to the City, and shall include a reciprocal express waiver of subrogation and rights of recovery against the City, its officers, officials, boards, commissions and employees. If the insurance is canceled or materially altered such that it is out of compliance with the requirements of this section, Grantee shall provide replacement coverage immediately. Grantee shall provide evidence of such coverages to the City, in the form of current certificates and endorsement(s) signed by a person authorized by that insurer to bind coverage on its behalf.

## ARTICLE XII. BONDS

### **12.1 Construction Bond.**

12.1.1 No later than 30 days before commencement of an upgrade of the cable system or other work by Grantee in the right-of-way, Grantee shall provide and maintain in effect a construction bond in an amount no less than \$25,000 to secure completion of any and all work. Upon inspection by the City demonstrating the Grantee's successful completion of the work, the City will release or return the bond within 10 business days of receipt of written request from Grantee.

12.1.2 The construction bond may be drawn on by the City for damage to the right-of-way relating to the Grantee's construction, and/or for restoration of the public right-of-way to its condition prior to commencement of work by Grantee. City will give notice of the intent to draw on the bond and a 30-day opportunity to cure before drawing on the bond, and will give notice when it draws on the bond.

12.1.3 Grantee shall restore the bond to its original full amount within 30 days after the City give notice that it has drawn on the bond.

12.1.4 Grantee may appeal to the City Council for reimbursement in the event it believes the City has improperly drawn on the construction bond. Any amounts the City erroneously or wrongfully withdraws from the bond shall be returned to Grantee with interest from the date of withdrawal at the prime rate of interest.

12.1.5 Maintenance of a bond or bonds hereunder by the Grantee shall not in any way limit the liability of the Grantee for any failure to fully perform its obligations under this Agreement.

## ARTICLE XIII: TRANSFER OF FRANCHISE

**13.1 Franchise transfer or change of control.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

## ARTICLE XIV: ENFORCEMENT AND REVOCATION

**14.1 Notice of violation.** If the City believes that the Grantee has not complied with the material terms of this Agreement, the City shall first informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the City shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "violation notice"). For the purposes of this Section 14, a material violation means a substantive and repeated violation of a franchise term that directly harms, or is reasonably claimed to cause harm, the City or Subscribers.

**14.2 Grantee's right to cure or respond.** The Grantee shall have thirty (30) days from receipt of the violation notice to (A) respond to the City, contesting the assertion of noncompliance, (B) to cure such default, or (C) if, by

nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

14.2.1 Meeting. If the Grantee fails to respond to the violation notice, contests the assertion of noncompliance, or fails to remedy the default within the cure period, the City may set a meeting to investigate the alleged default, notify Grantee of the meeting in writing and hold such meeting within 30 days of the notice. At the meeting, Grantee shall be provided an opportunity to be heard, to present information or evidence in its defense, to outline steps to remedy the situation, or to propose other action. The Parties agree that such meeting is not an administrative proceeding or hearing, but an informal opportunity for the Parties to resolve or clarify the matter.

14.2.2 Also the City may, in addition to or in lieu of such meeting, pursue any remedies available to it under applicable law, except for revocation as set forth in Section 14.5 below, and including but not limited to commencing an action at law for monetary damages, or, where applicable withdrawing from a bond posted by Grantee pursuant to this Agreement, recommending the revocation of the franchise, or pursuing other legal or equitable remedy (provided, that the City shall not conduct an administrative proceeding or hearing).

14.2.3 The determination as to whether a material violation of the franchise has occurred shall be within the discretion of the City; provided, however, that any such final determination, or other action by the City under this Agreement with respect to an alleged material violation by Grantee is subject to challenge or appeal in a court of competent jurisdiction under applicable law by the Grantee.

**14.3 Alternative remedies.** No provision of this Agreement shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of this Agreement or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Agreement nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by the Grantee, or to seek or obtain judicial enforcement of the Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

**14.4 Payment on termination.** If this franchise terminates for any reason, the Grantee shall file with the City within 90 calendar days of the date of the termination, a revenue statement in accordance with this Agreement, showing the gross revenues received by the Grantee since the end of the previous fiscal year. At the time Grantee submits its revenue statement to the City, Grantee shall also submit a statement of the amounts owed and payment therefor. Acceptance of payment by City shall not operate as a waiver of any disputed amounts claimed owed.

**14.5 Revocation.** The City may revoke this franchise and rescind all rights and privileges associated with this franchise in the following circumstances, each of which represents a material breach of this franchise"

- (a) If Grantee fails to perform any material obligation under this franchise;
- (b) If Grantee willfully fails for more than 48 consecutive hours to provide continuous and uninterrupted cable service;
- (c) If Grantee practices any fraud or deceit upon the City or subscribers;
- (d) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or
- (e) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this franchise.

14.5.1 Following the procedures set forth in this Section 14.5, and prior to forfeiture or termination of the franchise, the City shall give written notice to the Grantee of its intent to revoke the franchise. The notice shall set forth the exact nature of the noncompliance.

14.5.2 Any proceeding held under this Section 14.5 shall be conducted by the City Council or its designee and open to the public. Grantee shall be afforded at least 60 days' prior written notice of such proceeding.

14.5.3 At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence and to call and question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council or its designee shall hear any persons interested in the revocation, and shall allow Grantee an opportunity to state its position on the matter.

14.5.4 Within 90 days after the hearing, the City Council shall determine whether to revoke the franchise and declare that the franchise is revoked; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council or its designee determines are reasonable under the circumstances. If the City determines that the franchise is to be revoked, the City shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the City's decision to revoke the franchise unless Grantee appeals the decision to a court of competent jurisdiction within 30 days of the date of the decision.

14.5.5 Grantee shall be entitled to such relief as the court may deem appropriate.

14.5.6 Procedures in the event of termination or revocation. If this franchise expires without renewal and is not extended, or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

(a) Allow grantee to maintain and operate its cable system on a month-to-month basis or short-term extension of this franchise for not less than six months, unless a sale of the cable system can be closed sooner or grantee demonstrates to the City's satisfaction that it needs additional time to complete the sale. Grantee's continued operation of the cable system during the six-month period or such other period as the parties may agree shall not be deemed to be a waiver nor an extinguishment of any rights of either Grantee or City; or

(b) Purchase Grantee's cable system in accordance with the procedures set forth in the Cable Act.

14.5.7 In the event that a sale has not been completed in accordance this section, the City may order the removal of the above-ground cable system facilities and such underground facilities from the City at grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, grantee shall refill, at its own expense, any excavation that is made by it and shall leave all rights-of-way, public places and private property in as good condition as that prevailing prior to grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions shall remain in full force and effect during the period of removal.

14.5.8 If grantee fails to complete any removal required by the City to the City's reasonable satisfaction, after written notice to grantee, the City may cause the work to be done and grantee shall reimburse the City for the reasonable costs incurred within 30 days after receipt of an itemized list of the costs.

14.5.9 The City may seek legal and equitable relief to enforce the provisions of this franchise.

**14.6 Purchase of cable system.** If at any time this franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the City shall have the option to purchase the cable system in accordance with 47 U.S.C. § 547.

**14.7 No monetary recourse against the City.**

Grantee's monetary recourse against the City shall be prescribed by the provisions of applicable federal law. The rights of the City under this franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under federal, State or local law.

**14.8 Minor Violations.** It is not the City's intention to subject the Grantee to penalties, fines, forfeitures or revocation of this Agreement for violations of this Agreement where the violation was not material or a good faith error that resulted in or would result in no harm or where the practical difficulties and hardship to the Grantee would outweigh the benefit to be derived by the City and/or subscribers from enforcement.

## ARTICLE XV: ADMINISTRATION OF THIS AGREEMENT AND MISCELLANEOUS PROVISIONS

**15.1 Force Majeure.** In the event Grantee is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond the ability of Grantee to anticipate or control, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation or to procure a substitute for such obligation which is reasonably satisfactory to the City. Those conditions which are not within the ability to control or anticipate include, but are not limited to, fire, flood, natural disasters, or other acts of God, civil disturbances, labor disturbances or strikes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide cable services in the City and which were not caused and could not have been avoided by the Grantee using its reasonable best efforts in its operations to avoid such results. If Grantee believes that a reason beyond its control has prevented or delayed its performance under this Agreement, Grantee shall provide such documentation as reasonably required by the City to substantiate the force majeure condition, together with Grantee's proposed plan for remediation, including timing. To the extent any nonperformance is the result of any force majeure condition, Grantee shall not be held in default under, or in noncompliance with this Agreement, nor suffer any enforcement or penalty as a result.

**15.2 Authority.** The City shall reasonably regulate the exercise of the privileges permitted by this franchise in the public interest. The City may delegate that power and right, or any part thereof, in its sole discretion, to the extent permitted under State and local law; provided, however, Grantee shall have the right of appeal to the legislative body of the City any adverse determination made by a delegate of the City. In the event of a conflict between this agreement and any applicable local law this Agreement shall control

**15.3 Eminent domain.** Nothing in this franchise shall limit nor expand the City's right of eminent domain under State law.

**15.4 Reserved authority and rights.** The Grantee and the City each reserve all rights and authority arising from the Cable Act and any other relevant provisions of federal, State, or local law. Each party reserves its rights to enforce provisions of applicable law to the rights, duties and obligations of this franchise, as they may change in the future. Further, each party reserves its rights to challenge the applicability to any future changes in the law to the rights, duties and obligations of this franchise and to comply with the provisions of federal law.

**15.5 Time limits strictly construed.** Whenever this franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material breach of this franchise, and sufficient grounds for the City to invoke any relevant remedy.

**15.6 Franchise amendment procedure.** Either party may at any time seek an amendment of this Agreement by notifying the other party in writing of the proposed amendment. Within 30 days of receipt of notice, the City and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. The amendment shall be effective upon approval by the City Council in the form approved by the City Council.

**15.7 Equal Protection.** No cable operator shall be permitted to locate a cable system in the streets in order to provide cable service in the service area without a franchise. The Grantee acknowledged and agrees that the City reserves the right to grant other franchises or other similar lawful authorization to utilize the streets to provide cable services within the service area. If the City grants such additional franchise or other similar lawful authorization containing material terms and conditions that differ from the Grantee's material obligations under this Agreement, then the City agrees that the obligations in this Agreement will, pursuant to the process set forth in this section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms and conditions, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: the franchise fee; gross revenue definition; insurance; cable system build-out requirements; security instruments; the access channel; and the access capital grant; customer service standards; required reports and related record keeping; level playing field; (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require word for word identical franchise provisions so long as the regulatory and financial burdens on each entity are materially equivalent.

15.7.1 The modification process of this Agreement as provided for in this section shall only be initiated by written notice by the Grantee to the City regarding specified obligations. The Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the complete Franchise which are materially different from the Grantee's obligations under this Agreement; (2) identifying the Agreement terms and conditions for which the Grantee is seeking amendments; (3) providing text for any proposed Agreement amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent.

15.7.2 Upon receipt of the Grantee's written notice as provided above, the City and the Grantee agree that they will use best efforts in good faith to negotiate the Grantee's proposed Agreement modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and the Grantee reach agreement on the Agreement modifications pursuant to such negotiations, then the City shall amend this Agreement to include the modifications.

15.7.3 If the parties fail to reach agreement in the negotiations as provided for above, the Grantee may, at its option, elect to replace this Agreement by opting into the Franchise or other similar lawful authorization to use the Streets in order to provide cable services that the City grants to another provider of cable services, so as to ensure that the regulatory and financial burdens on each entity are equivalent. If the Grantee so elects, the City shall immediately commence proceedings to replace this Agreement with the Franchise issued to another cable service provider.

15.7.4 Nothing in this section shall be deemed a waiver of any remedies available to the Grantee under applicable law, including but not limited to Section 625 of the Cable Act (47 U.S.C. § 545).

15.7.5 Should the Grantee seek an amendment to this Agreement or replacement Franchise pursuant to this section, while the parties shall pursue the adoption of such amendments or replacement Franchise pursuant to this section, any such amendments or replacement Franchise shall not become effective unless and until the new entrant makes cable services available for purchase by subscribers or customers under its agreement with the City.

**15.8 Notices.** Unless otherwise provided by applicable law, all notices, reports or demands pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given upon delivery to the persons at the respective addresses set forth below by hand delivery, by U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service such as Federal Express. The Grantee shall provide thirty (30) days written notice of any change in rates, programming services or channel positions using any reasonable written means, including e-mail. Either party may notify the other from time to time of the email address at which the party wishes to receive notices electronically.

If City: City of Grand Junction  
Attn: City Clerk  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

With a copy to: City of Grand Junction  
Attn: City Attorney  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

If Grantee: Time Warner Cable Pacific West LLC  
Locally known as Charter Communications  
Attn: Government Affairs  
6399 S. Fiddler's Green Circle, 6<sup>th</sup> Floor  
Greenwood Village, CO 80111

With a copy to: Charter Communications  
Attn: Vice President of Government Affairs  
12405 Powerscourt Drive

**15.9 Public notice.** Minimum public notice of (A) any public hearing relating to this Agreement or (B) any grant of a franchise by the City to another person(s) to be provided cable services utilizing any system or technology requiring use of the Streets, shall be as provided by applicable law unless a longer period is otherwise specifically set forth in this Agreement. The City shall utilize best efforts to provide written notice to the Grantee within thirty (30) days of the City's receipt from any other person(s) of an application or request for a franchise(s) to provide cable services utilizing any system or technology requiring use of the Streets. Notwithstanding the foregoing, it shall not be a violation of the City's obligations under this franchise if a failure to provide such notice is unintentional.

**15.10 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

**15.11 Entire agreement.** This Agreement and any exhibits attached hereto constitute the entire Agreement between the Grantee and the City and supersede all prior contemporaneous agreements, representations or understandings (whether written or oral) of the parties of the subject matter hereof.

**15.12 Administration of Franchise.** This Agreement is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Agreement not required by applicable federal law must be made in writing, signed by the City and the Grantee.

**15.13 Effective date.** This Agreement will take effect and be in full force from such date of acceptance by the Grantee recorded on the signature page of this Agreement (the "Effective Date").

**15.14 Publication costs.** This Agreement shall be published in accordance with applicable law. The Grantee shall reimburse the City for all costs incurred in publishing any notices or ordinances in connection with its adoption if such publication is required by applicable law.

**15.15 Venue and jurisdiction.** The parties agree that any action arising out of this Agreement will be brought in the District Court of Mesa County or Federal Court located in the State of Colorado and irrevocably submit to the exclusive jurisdiction of any such court and waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

Considered on first reading and approved for publication this \_\_\_ day of March 2020.

Accepted on second reading and public hearing this \_\_\_ day of April 2020, subject to applicable law.

CITY OF GRAND JUNCTION, COLORADO

\_\_\_\_\_  
J. Merrick Taggart, President of the City Council

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Wanda Winkelmann, City Clerk

\_\_\_\_\_  
John P. Shaver, City Attorney



UNCONDITIONALLY ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2020 by Grantee:

GRANTEE:

TIME WARNER CABLE PACIFIC WEST, LLC  
Locally known and doing business as Charter  
Communications,

\_\_\_\_\_  
President and CEO

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

Introduced on first reading this 18th day of March, 2020.

Adopted on second reading this \_\_\_\_ day of \_\_\_\_\_ 2020 and ordered  
published in pamphlet form.

\_\_\_\_\_  
J. Merrick Taggart  
President of the City Council

ATTEST:

\_\_\_\_\_  
Wanda Winkelmann  
City Clerk



## Grand Junction City Council

### Regular Session

Item #2.a.ii.

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**Meeting Date:** April 1, 2020

**Presented By:** Landon Hawes, Senior Planner

**Department:** Community Development

**Submitted By:** Landon Hawes

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### **Information**

#### **SUBJECT:**

Introduction of An Ordinance Amending the North Seventh Street Historic Residential District Guidelines and Standards (Title 26) Regarding the Process and Application for the Demolition of Accessory and Contributing Structures and Set a Public Hearing for April 15, 2020

#### **RECOMMENDATION:**

The Planning Commission heard this request at their February 25, 2020 meeting and voted (7-0) to recommend approval.

#### **EXECUTIVE SUMMARY:**

Staff has identified an opportunity to simplify and streamline the Section 26.32 of the City's Development Regulations pertaining to demolition of accessory structures in the North Seventh Street Historic Residential District Guidelines and Standards, The proposed modification would simplify the application and streamline the review process for demolithment of historic and non-historic accessory structures This amendment also proposes deletion of some requirements that an application for a Certificate of Appropriateness (COA) for demolition in the historic district must currently meet.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **BACKGROUND**

In October 2019, a resident within the North Seventh Street Historic Residential District applied for a Certificate of Appropriateness to demolish a detached accessory structure (shed) on his property. The shed was constructed in the 1980s and is not historic. However, by the current regulations of the historic district, any application for Certificate

of Appropriateness for demolition of a structure (principal or accessory, historic or non-historic) must be reviewed by the Historic Preservation Board and a final decision rendered by City Council. Additionally, the submittal requirements for such an application include such items as 26.32.020(g), which requires the applicant to list the remaining balance on the mortgage for the property, and (k), which requests the real estate taxes on the property for the past two years.

In review of this request, it came to staff's attention that many of the submittal requirements for a Certificate of Appropriateness for demolition may not be useful to the review and may be considered superfluous and unnecessary for a review of the associated request. Staff therefore proposes to eliminate several submittal requirements currently required as part of the review process. Similarly, staff believes that the requirement that City Council review of demolition permits for non-historic structures in a historic district is generally unnecessary. The specific code amendments can be found in the attached draft ordinance.

The purpose of the North 7th Street Residential Historic District is to conserve valuable historic resources of the City of Grand Junction. Because demolition has the potential to destroy these historic resources, staff believes that some oversight of the demolition process for accessory structures in a historic district remains appropriate but may be more appropriately reviewed and decided upon by the Historic Preservation Board.

This item was initially given a 1st reading at the March 4, 2020 City Council meeting and was scheduled for 2nd reading on March 18, 2020. However, the City Council canceled the March 18 meeting based on coronavirus concerns, necessitating another first reading and an update of the proposed ordinance.

## **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting is not required for a Code Amendment request. However, the City did solicit comment from property owners within the Historic District via a mailed letter sent on November 27, 2019. Only three emails were received in reply; none expressed opposition to the proposal. In addition, the property owners were again noticed of the hearing dates for this Code amendment via mailed notice on February 14, 2020. Consistent with Section 21.02.080 (g) of the Code, notice of this public hearing was published on February 18, 2020 in the Grand Junction Daily Sentinel.

Because of this, staff is proposing changes to the way demolition permits for accessory structures in the North Seventh Street Historic District are reviewed. Under this proposal, staff would determine historicity when an applicant submits for a Certificate of Appropriateness for demolition of an accessory structure and would make a recommendation to the Historic Preservation Board, which would render a final decision on the case. The City Council would serve as the appeal body. The COA process for demolition of all or part of a principal structure will remain the same with a

recommendation by staff to the Historic Preservation Board and a recommendation by the Board to City Council, which renders the final decision.

### **ANALYSIS**

In accordance with Section 21.02.140(c), a proposed text amendment shall address in writing the reasons for the proposed amendment. There are no specific criteria for review because a code amendment is a legislative act and within the discretion of the City Council to amend the Code with a recommendation from the Planning Commission. Reasons for the proposed amendments are provided in the Background section of this report.

### **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the City of Grand Junction's request for revision of regulations regarding accessory structure review in the North Seventh Street Historic Residential District, ZCA-2019-716, the following findings of fact have been made:

1. The request will streamline review of Certificates of Appropriateness for demolition of accessory structures in the North Seventh Street Historic Residential District.
2. The request will simplify the application process for a Certificate of Appropriateness for demolition.

Therefore, Planning Commission recommends approval of the request. Additionally, the Historic Preservation Board reviewed this request at their February 4, 2020 meeting and recommended approval of the request.

### **FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

### **SUGGESTED MOTION:**

I move to adopt Ordinance No. 4910, an ordinance amending the North Seventh Street Historic Residential District Guidelines and Standards, Section 26.32 of the Zoning and Development Code, amending regulations regarding demolition of structures on final passage and order final publication in pamphlet form.

### **Attachments**

1. Planning Commission Minutes - 2020 - February 25 - Draft
2. 7th Street demolition regs ordinance v3

**GRAND JUNCTION PLANNING COMMISSION**  
**February 25, 2020 MINUTES**  
**6:00 p.m.**

The meeting of the Planning Commission was called to order at 6:12pm by Chairman Christian Reece.

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

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Trent Prall (Public Works Director), Rick Dorris (Development Engineer), Jarrod Whelan (Development Engineer), Dave Thornton (Principal Planner), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), and Jace Hochwalt (Associate Planner).

There were approximately 60 citizens in the audience.

**CONSENT AGENDA**

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Commissioner Wade moved to adopt Consent Agenda items #1-3. Commissioner Susuras seconded the motion. Motion carried unanimously 7-0.

**1. Approval of Minutes**

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- a. Minutes of the February 11, 2020 Regular Meeting.

**2. City Public Works Operations – Special Permit** **File # SPT-2020-35**

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Consider a request by the City of Grand Junction Public Works Department for a Special Permit to establish a materials storage and transfer site on a portion of a 74.83-acre parcel zoned CSR (Community Services and Recreation) located at 2620 Legacy Way.

**3. Code Text Amendment – Seventh Street Historic District Regulations**

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**File # ZCA-2019-716**

Consider a request by the City of Grand Junction to amend Title 26.32 of the North Seventh Street Historic Residential District Guidelines and Standards regarding demolition of structures.

## **REGULAR AGENDA**

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### **1. Horizon Villas - Rezone**

**File # RZN-2019-714**

Consider a request by Larson Building Solutions to rezone 2.22-acres from PD (Planned Development) to R-8 (Residential 8 units per acre) located adjacent to Horizon Glen Drive at Horizon Drive.

#### **Staff Presentation**

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

#### **Questions for Staff**

There was discussion regarding traffic in the area and a proposed traffic impact study that has not been conducted.

Commissioner Reece asked a question regarding the neighborhood center zoning designation on the Comprehensive Plan Future Land Use Map. Mr. Peterson stated the applicable zone districts in the Neighborhood Center designation.

#### **Applicant's Presentation**

Ted Ciavonne, Ciavonne Roberts & Associates, representing Larson Building Solutions, was present and made a comment regarding the request.

#### **Public Comment**

The public hearing was opened at 6:37pm.

The following spoke in opposition of the request: David Hoffman, Lily Fitch, Bill Fitch, Joe Graham, Stephanie Graham, Kevin Triplett, and Susan Madison.

The public hearing was closed at 6:54pm.

#### **Applicant's Response**

Mr. Ciavonne provided a response to public comment.

#### **Questions for Applicant**

Commissioner Reece asked questions regarding potential drainage, wildlife, and wetlands issues.

#### **Questions for Staff**

Commissioner Reece asked a question regarding the Comprehensive Plan Future Land Use Map and the ability of a minor arterial to handle a certain capacity of traffic flow.

Commissioner Scissors asked a question regarding a density miscommunication between the public comments and the staff report.

Commissioner Reece asked a question regarding the review process (e.g. rezone versus a new outline development plan).

### **Discussion**

Commissioner Wade made a comment regarding an additional exhibit presented to the Commission from Colorado Parks and Wildlife.

Commissioner Deppe made a comment in opposition of the request.

Commissioners Gatseos, Wade, Susuras, and Ehlers made comments in support of the request.

Commissioner Gatseos made a comment regarding lack of housing.

### **Motion and Vote**

Commissioner Wade made the following motion, "Madam Chairman, on the Horizon Villas Rezone, a request to rezone to R-8 (Residential – 8 du/ac) for the property located at Horizon Glen Drive at Horizon Drive, City file number RZN-2019-714, 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 6-1.

## **2. Code Text Amendment – Horizon Drive Zoning Overlay File # ZCA-2019-717**

Consider a request by the Horizon Drive Business Improvement District to add a Horizon Drive Zoning Overlay to the Zoning and Development Code at Title 27 of the Municipal Code.

Commissioner Reece recused herself from this item and left the auditorium.

### **Staff Presentation**

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

### **Questions for Staff**

None.

### **Applicant's Presentation**

The Applicant, Vara Kusal representing Horizon Drive BID, was present and did not make a comment regarding the request.

### **Public Comment**

The public hearing was opened at 7:27pm.

None.

The public hearing was closed at 7:28pm.

### **Discussion**

Commissioner Gatseos made a comment regarding the unanimous decision the Horizon Drive BID board made in support of this request.

Commissioner Scissors made a comment in support of the request and complimenting the Horizon Drive BID board.

### **Motion and Vote**

Commissioner Deppe made the following motion, "Mister Vice-Chairman, on the Horizon Drive Zoning Overlay, City file number ZCA-2019-717, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

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

Planning Commission took a break at 7:30pm.

Planning Commission started back at 7:35pm.

### **3. Magnus Court Subdivision – Outline Development Plan**

#### **File # PLD-2019-374 and ANX-2019-137**

Consider a request by CR Nevada Associates LLC, JLC Magnus LLC and Bonds LLC for a Zone of Annexation for two (2) properties and rezone of two (2) properties from R-E (Residential Estate) and R-2 (Residential – 2 Dwelling Units per acre). All properties are seeking a zone district of Planned Development with an associated Outline Development Plan (ODP) called Magnus Court to develop 74 single-family detached lots with an R-2 (Residential – 2 du/ac) default zone district. The properties combined are 69.67 acres and are generally located at the west end of Magus Court and include the property addressed as 2215 Magus Court #A.



### **Staff Presentation**

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

### **Questions for Staff**

There was discussion regarding the condition of approval, the trail system, and the application process.

### **Applicant's Presentation**

The project's representative, Tedd Ciavonne, Ciavonne Roberts & Associates, was present and gave a presentation regarding the request.

Kari McDowell Schroeder, McDowell Engineering, was present and gave a presentation regarding the request and the Traffic Impact Study that was completed.

### **Questions for Applicant**

Commissioner Reece asked about access to two units on the plan.

Commissioner Deppe asked a question about access and parking on the auto-courts.

Commissioner Ehlers asked a question regarding the methodology for the traffic impact study.

### **Public Comment**

The public hearing was opened at 8:39pm.

The following spoke in opposition of the request: Sharon Sigrist, Naomi Rintoul, Dennis Guenther, Nuala Whitcomb, Lisa Lefever, Lori Carlston, Michael Petri, Susan Stanton, Lora Curry, Wayne Smith, Mike Mahoney, Richard Swingle, Lisa Smith, and Jay Thompson.

The public hearing was closed at 9:12pm.

Planning Commission took a break at 9:12pm.

Planning Commission started back at 9:19pm.

### **Applicant's Response**

Mr. Ciavonne responded to public comment.

### **Questions for Applicant**

There was discussion regarding public access and stormwater drainage.

Commissioner Deppe asked a question regarding the origin of the applicants and if the development would also include the build-out of the subdivision.

There was discussion about auto courts, fire department access, signage, how roads connect to major roads, and City requirements to remedy road destruction due to construction traffic.

### **Questions for Staff**

Commissioner Gatseos asked a question regarding access into Reed Mesa Drive.

Commissioner Scissors asked a question regarding construction traffic.

### **Discussion**

Commissioners Gatseos, Deppe, and Scissors made comments in opposition of the request.

Commissioners Ehlers, Reece, and Susuras made comments in support of the request.

Commissioner Wade made a comment regarding the request.

### **Motion and Vote**

Commissioner Ehlers made the following motion, "Madam Chairman, on the Zone of Annexation and Rezones to Planned Development (PD) with an R-2 (Residential – 2 du/ac) default zone district and an Outline Development Plan to develop 74 single-family detached lots, file numbers ANX-2019-137 & PLD-2019-374, I move that the Planning Commission forward a recommendation of conditional approval to City Council with the findings of fact listed in the staff report. Condition #1 being that Lot No. 3, 43, 53, 55 and 68 shall meet minimum dimensions of Hillside Regulations as adopted by Code."

Commissioner Susuras seconded the motion. A roll call vote was called:

Commissioner Susuras YES  
Commissioner Deppe NO  
Commissioner Scissors NO  
Commissioner Reece YES  
Commissioner Wade NO  
Commissioner Gatseos NO  
Commissioner Ehlers YES

The motion failed 3-4.

#### 4. **EcoGen – Conditional Use Permit**

**File # CUP-2020-60**

Consider a request by EcoGen Laboratories, LLC, for a Conditional Use Permit (CUP) to allow for a hazardous occupancy within an I-2 (General Industrial) zone district for the property located at 1101 3<sup>rd</sup> Avenue.

Commissioner Ehlers recused himself from this item and left the auditorium.

#### **Staff Presentation**

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

#### **Questions for Staff**

Commissioner Reece asked a question regarding Condition No. 2 and the definition of Mitigation in Chapter 8.08.

#### **Applicant's Presentation**

The Applicant, Doug Watson, EcoGen Laboratories, LLC, was present and made a presentation regarding the request.

#### **Public Comment**

The public hearing was opened at 10:33pm.

None.

The public hearing was closed at 10:33pm.

#### **Discussion**

Commissioner Reece made a suggestion to modify the language in the motion to clarify Condition No. 2 to "...mitigation measures as approved by the City."

#### **Motion and Vote**

Commissioner Wade made the following motion, "Madam Chairman, on the application for a Conditional Use Permit for EcoGen Laboratories, LLC located at 1101 3rd Avenue, CUP-2020-60, I move that the Planning Commission recommend conditional approval with the findings of fact and conditions as listed in the staff report as modified to read "Condition 2. If odors become a nuisance as identified in Chapter 8.08 of the Grand Junction Municipal Code, mitigation measures will be required as approved by the City of Grand Junction."” **\*\*Planning Commission was the final decision-making body on this item\*\***

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

**5. Other Business**

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None.

**6. Adjournment**

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The meeting was adjourned at 10:37pm.

DRAFT

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 26.32 OF THE ZONING AND DEVELOPMENT CODE,  
AMENDING REGULATIONS REGARDING DEMOLITION OF STRUCTURES**

Recitals:

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan and has directed that the Code be reviewed and amended as necessary.

The purpose of the North 7<sup>th</sup> Street Residential Historic District is to conserve valuable historic resources of the City of Grand Junction. Because demolition has the potential to destroy these historic resources, oversight of the demolition process for accessory structures in a historic district is appropriate.

The proposed amendments to Section 26.32 of the Zoning and Development Code simplify and streamline regulations for Certificates of Appropriateness for demolition of an accessory structure in the North Seventh Street Historic Residential District.

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 proposed Code amendments.

After public notice and public hearing, the Grand Junction City Council finds that the proposed Code amendments are necessary to maintain effective regulations to implement Goal 6 of the Comprehensive Plan.

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

**Section 26.32 is amended as follows (additions underlined, deletions struck through):**

**26.32.010 Applicability**

**Any Applicant requesting demolition of all or part of a principal structure within the North Seventh Street Historic Residential District shall demonstrate that the demolition is warranted either by cause or by effect of the structure being non-contributing to the District.**

26.32.020 Review criteria.

Approval of a Certificate of Appropriateness for a demolition may be issued upon consideration of the following:

- (a) Whether the applicant has made a good-faith effort to pursue reasonable, cost effective alternatives to demolition.
- (b) Whether the loss of part or all of the subject property would be detrimental to the quality and continuity of the site, District or surrounding neighborhood.
- (c) Whether denial of the application would result in an undue economic hardship for the owner/applicant. Based on a thorough analysis of the financial, economic, and engineering information described below, the City Council may determine that there is an undue economic hardship if the following criteria are met:
  - (1) No economically viable use consistent with zoning of the property will exist unless the demolition is approved. (Note: inability to put the property to its most profitable use does not constitute an undue economic hardship.)
  - (2) The hardship is peculiar to the building or property in question and must not be in common with other properties.
  - (3) The hardship is not self-imposed, caused by action or inaction of the owner, applicant or some other agent.
  - (4) The Applicant has attempted and exhausted all reasonable alternatives which would eliminate the hardship, such as offering the property for sale.

(Ord. 4508, 3-21-12)

26.32.030 Submittal requirements.

~~The applicant/owner for demolition of part or all of a structure shall provide information including but not limited to the following items in order for the City Council to evaluate the application:~~

- ~~(a) An estimate of the cost of the proposed demolition or removal and an estimate of any additional cost that would be incurred to comply with recommendations of the Historic Preservation Board.~~
- ~~(b) A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for economic rehabilitation.~~
- ~~(c) Estimated current market value of the property by a licensed real estate appraiser of the property both in its current condition and after completion of the proposed demolition or~~

removal and all appraisals obtained within the previous two years by the applicant or owner in connection with the purchase, financing or ownership of the property.

(d) — An estimate of the cost of restoration prepared by an architect, developer, real estate consultant, appraiser or other real estate professional experienced in rehabilitation or reuse of like structures in the District.

(e) — Amount paid for the property, the date of purchase and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased and any terms of financing between the seller and buyer.

(f) — If the property is income-producing, the annual gross income from the property for the previous two years; and the depreciation deduction and annual cash flow before and after debt service, if any, during the same period.

(g) — Remaining balance on the mortgage or other financing secured by the property owner and annual debt service, if any, for the previous two years.

(h) — All appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing or ownership of the property.

(i) — Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two years.

(j) — Assessed value of the property according to the two most recent Mesa County assessments.

(k) — Real estate taxes for the previous two years.

(l) — Form of ownership or operation of the property, whether sole proprietorship, for-profit or nonprofit corporation, limited partnership, joint venture, etc.

(m) — Current photographs of the building and land from the front street showing as much of the land and building as possible.

(n) — Current photographs of all exterior elevations from rooftop to ground.

(o) — Current photographs of all interior rooms.

(p) — A narrative summary of all special architectural features and details and materials used throughout the interior and exterior of the structure.

1. The Applicant for demolition of part or all of a structure shall provide information including

(a) A report from a licensed engineer, contractor or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for rehabilitation.

(b) A narrative description with supporting photographs of the structure including architectural features and details and materials used throughout the interior and exterior of the structure.

(c) Additional information identified by Staff or the Board to ensure sufficient evidence for reviewing the request.

2. In addition to those items listed in Section 26.32.030(1), an Applicant for demolition of part or all of a primary structure shall provide information including:

(a) An estimate of the cost of the proposed demolition or removal and an estimate of any additional cost that would be incurred to comply with recommendations of the Board.

(b) Estimated current market value of the property prepared by a Colorado licensed real estate appraiser, for the property in its current condition and after completion of the proposed demolition or removal.

(Ord. 4508, 3-21-12)

26.32.040 Procedure.

~~(a) Upon submittal of the application for a certificate of appropriateness for demolition to the City, the Public Works and Planning Department shall review all the documentation submitted for completeness. The Department staff shall prepare a report with findings. The Historic Preservation Board will then review the report and make a recommendation to City Council.~~

~~(b) The application, with the findings and recommendations of the Department and the Historic Preservation Board, shall be presented to the City Council in accordance with the administrative procedures and notice requirements. The City Council will have 90 calendar days to consider and render its decision. If approved, the Public Works and Planning Department shall issue a certificate of appropriateness in order for the applicant/owner to obtain a building permit for the demolition.~~

~~(c) If the City Council finds that all reasonable possibilities for saving a part or all of the structure have been exhausted and approves the demolition, all salvageable building materials shall be collected and then the waste should be removed as provided by the permit and asbestos or other hazardous material disposal procedures. The site shall then be planted and maintained until a new use goes into effect.~~

(a) Upon submittal of the application for a Certificate of Appropriateness for demolition to the City, the Community Development Department shall review all the documentation submitted for completeness. The Department staff shall prepare a report with findings, including



recommendation regarding historicity. All decisions on Certificate of Appropriateness shall be noticed and conducted as public hearings consistent with Section 21.02.080 (g) of the Code.

(b) For all accessory structures,

(i) \_\_\_\_\_ the Historic Preservation Board will make a final decision regarding the Certificate of Alteration.

(ii) \_\_\_\_\_ An appeal of the Board's decision shall be heard by City Council.

(c) For all primary structures,

(i) The Historic Preservation Board will provide a recommendation to City Council.

(ii) Within 90 days of the HPB hearing, the City Council shall consider and decide upon the certificate of alternation for demolition.

(d) If a certificate of alteration is approved for a historic structure, all salvageable building materials shall be collected and waste removed from the property.

(Ord. 4508, 3-21-12)

26.32.050 Penalty.

If the Applicant of a structure within the North Seventh Street Historic Residential District abates or demolishes part or all of a building without first obtaining the Certificate of Appropriateness, the Applicant shall pay a fine of \$250.00 per square foot of the affected area.

Introduced on first reading this 1<sup>st</sup> day of April, 2020, and ordered published in pamphlet form.

Adopted on second reading this 15<sup>th</sup> day of April, 2020 and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



## Grand Junction City Council

### Regular Session

Item #2.a.iii.

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**Meeting Date:** April 1, 2020

**Presented By:** Landon Hawes, Senior Planner

**Department:** Community Development

**Submitted By:** Landon Hawes

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### **Information**

#### **SUBJECT:**

Introduction of An Ordinance Adding a Horizon Drive Zoning Overlay to the Zoning and Development Code as Title 27 of the Municipal Code and Set a Public Hearing for April 15, 2020

#### **RECOMMENDATION:**

The Planning Commission heard this request at their February 25, 2020 meeting and voted (6-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Horizon Drive Business Improvement District (BID) has requested the creation of a zoning overlay in order to develop a distinct identity for the Horizon Drive District as a gateway to Grand Junction. This identity should reflect a high quality of site design, site improvements, building architecture, and pedestrian safety that will complement the level of development that has been accomplished by the City and BID that made Horizon Drive a complete street. Additionally, the corridor seeks to make private improvements that accommodate multiple modes of travel and provide/promote pedestrian spaces that emphasize public interaction in gathering areas and around public art. The standards included in this overlay would also work to enhance walkability, create a unifying architectural theme, and help set minimum standards for design and development of properties within the Horizon Drive area.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **BACKGROUND**

Zoning overlays such as the proposed Horizon Drive standards are designed to

implement specific policy and zoning objectives such as the creation of a specific visual theme. In this case, the proposed zoning overlay is intended to improve visual quality, create a unifying architectural theme, and increase walkability in the Horizon Drive Business Improvement District. This is done by the implementation of architectural design standards, installation of street trees and detached sidewalks, and emphasis on high-quality building materials, among other regulations. The City has already adopted similar zoning overlays for North Avenue, the Greater Downtown Area, and 24 Road.

The Horizon Drive District is comprised of commercial properties within the general geographic area of Horizon Drive between G Road and H Road. The District was formed in 2004 and is overseen by the City of Grand Junction, which appoints the staff and Board of Directors. The District is supported by a mil levy of no more than 5.0 mils (.005) upon every dollar of the valuation assessment of taxable property within the District.

The District's mission statement is: "Committed to build community, enhance the beauty and advocate the economic vitality of the Horizon Drive District."

The properties within the Horizon Drive District fall into two zoning classifications. Those with frontage onto Horizon Drive, Crossroads Boulevard, Horizon Court or similar streets, are classified as Light Commercial (C-1) and those nearest H Road and north-west of Horizon Drive are classified as Industrial Office (I-O). The Grand Junction Regional Airport, adjacent to the Horizon Drive District on the north and east, is the single largest adjoining property. The zoning classification for the airport is Planned Airport Development (PAD).

Horizon Drive is a busy arterial thoroughfare, five lanes wide. The roadway system is dedicated to swift vehicular movement. Buildings are generally large, set back from the roadway and fronted by large parking areas. Signs for the buildings are inconsistent in size and location. Landscaping is sparse. There have been recent and significant improvements to the area with the completion of two roundabouts as well as pedestrian crossings located at lighted intersections and three midblock locations. Sidewalks are found in both an attached and detached configuration, though some sidewalk connections are missing.

Horizon Drive is one of four gateways into Grand Junction for travelers coming to the community using I-70 and the primary gateway for those flying into Grand Junction Regional Airport. Therefore, Horizon Drive's identity should reflect a high quality of site design, site improvements, building architecture, and pedestrian safety.

Additionally, the corridor seeks to accommodate multiple modes of travel, making it a "Complete Street" that allows for the development of both publicly and privately owned pedestrian spaces that emphasize public interaction in gathering areas and around public art. This reinforces the Horizon Drive District as the central "gateway" to Grand

Junction. As such, the visual character of the District properties should reflect the District's desire to set itself forward as a welcoming, clean, modern and a safe area that not only provides traveler amenities but is a segue to a multi-faceted and desirable community. Design standards for development will reinforce this overall theme and sense of quality. As a complete street it supports the City's 2018 adopted Complete Street Policy which provides an approach to corridor development that integrates people and places in planning, design, construction, operation, and maintenance of transportation networks. The policy also helps to ensure streets are safe for people of all ages and abilities, while balancing the needs of different modes, thereby supporting local land use, economy, culture and the natural environment.

The overlay would help implement several Comprehensive Plan policies.

- Goal 8 states that the city will "Create attractive public spaces and enhance the visual appeal of the community through quality development." The overlay does this by mandating streetscape improvements for new development and emphasizing high-quality building materials.

- Goal 9 states that the city will "Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources." The overlay helps to implement this goal by integrating the existing Horizon Drive Corridor Improvement Project into its text. This currently ongoing CIP includes detached sidewalks, transit stops, and parcel interconnectivity as part of its vision.

- Guiding Principle 5 of the Plan is "Balanced Transportation," which this plan helps to implement as described above.

According to Vara Kusal, the executive director of the BID, "The Horizon Drive District was formed in 2004 because the property owners and business owners wanted a voice to represent their interests to local government." As such, the proposed zoning overlay represents the desired outcome for stakeholders from the district. The Horizon Drive District Board has recommended approval of the overlay and business/property owners who have given feedback have uniformly been in favor of it as well.

## **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed overlay zone was held on December 4, 2019 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. BID and Community Staff representatives were in attendance. Eight people attended the neighborhood meeting and asked questions about applicability of the zoning overlay, when it would come into effect, and signage. All citizens in attendance expressed support of the proposed overlay.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to all property owners within the Horizon Drive Business Improvement District on February 14, 2020. The notice of this public hearing was published on February 18, 2020 in the Grand Junction Daily Sentinel.

### **ANALYSIS**

In accordance with Section 21.02.140(c), a proposed text amendment shall address in writing the reasons for the proposed amendment. There are no specific criteria for review because a code amendment is a legislative act and within the discretion of the City Council to amend the Code with a recommendation from the Planning Commission. Reasons for the proposed amendments are provided in the Background section of this report.

### **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Horizon Drive Business Improvement District's request for the creation of a Horizon Drive Zoning Overlay, ZCA-2019-717, the following findings of fact have been made:

1. The request is justified in that it will work to enhance Horizon Drive's ability to serve as a premier commercial area and community gateway for the City of Grand Junction.
2. The request is consistent with the goals and policies of the Comprehensive Plan.

Therefore, the Planning Commission recommends approval of the request.

### **FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

### **SUGGESTED MOTION:**

I move to adopt/deny Ordinance No. 4911, an ordinance amending the Grand Junction Municipal Code relating to zoning and development in the Horizon Drive District on final passage and order final publication in pamphlet form.

### **Attachments**

1. Combined neighborhood meeting notes
2. Planning Commission Minutes - 2020 - February 25 - Draft
3. Horizon Drive Zoning Overlay Ordinance v5

**Horizon Drive District Open House**  
**Proposed District Plan and Overlay Zone District**  
Wednesday, Dec. 4, 2019 @ Clarion Inn

Comments – Please provide any written comments here.

MORE OPEN & GREEN SPACE IS  
EXTREMELY IMPORTANT IN THE MODERN  
WORLD + AFFORDABLE HOUSING  
THE WALK ALONG YOUR CANALS CAN  
BE MADE SAFE WITH ROPE BARRIERS  
& WOULD ADD TO THE ENJOYMENT OF  
VISITOR & LOCALS ALIKE

**Horizon Drive District Open House**  
**Proposed District Plan and Overlay Zone District**  
Wednesday, Dec. 4, 2019 @ Clarion Inn

Comments – Please provide any written comments here.

If the trail concept could be expanded to include usage by Adrenaline Adventures to Access the 29th Desert Recreational Area it would promote the tourism to Grand Junction as an offroad Destination.

Boeschon Family LP is working with Adrenaline Adventures to provide land for the expansion of their Rental Activities

Sincerely,  
Louis Boeschon  
BFLP

**Horizon Drive District Open House**  
**Proposed District Plan and Overlay Zone District**  
Wednesday, Dec. 4, 2019 @ Clarion Inn

Comments – Please provide any written comments here.

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& WOULD ADD TO THE ENJOYMENT OF  
VISITOR & LOCALS ALIKE



## Comments:

Access from 2791 Skyline Ct to 29rd.  
from south side of Airport. Rezone the  
Buesler property to recreational.

Lewis Baker

Name

Lewis@adaegj.com

email address

## Comments:

It would be great to see recreational zoning on Louis Buesler's  
property. Also, I am excited to see the planning for the Horizon  
District Trail & Walkway proposal. That would really change  
Horizon for the better! Much more of a friendly environment.

David Hazleton

Name

ADCustomzG@J@gmail.com

email address

## Comments:

Would love to see more recreation  
and parks on this side of town.

I think this would bring more attention  
to business + Land value to the surrounding area.

I ~~wish~~ wish this was an opportunity zone.

Brett

CuffProductions@gmail.com

Name

email address

# PUBLIC MEETING

December 4, 2019

Clarion Inn - 755 Horizon Drive

NO.	NAME	PHONE	ADDRESS	EMAIL
1	Brett Biesner			CuffProduction75@gmail.com
2	Lewis Baker			Lewis@adagj.com
3	Louis Biescher		749 Goffmane Dr. Goffmane	Blimitedpt@AOL.com
4	Ben Buescher		714 Golfmane Dr.	bmbuescher@gmail.com
5	David Hazleton			ADCustomzGRT@gmail.com
6	Brian Burford		748 Horizon Dr	bburford100@yahoo.com
7	Brian DiMarzio		1049 Lakeside Ct	dmarzio@yahoo.com
8	DAVID SKORENSKY		16000 HWY 131	NONE
9				
10				
11				
12				
13				
14				
15				

**GRAND JUNCTION PLANNING COMMISSION**  
**February 25, 2020 MINUTES**  
**6:00 p.m.**

The meeting of the Planning Commission was called to order at 6:12pm by Chairman Christian Reece.

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

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Trent Prall (Public Works Director), Rick Dorris (Development Engineer), Jarrod Whelan (Development Engineer), Dave Thornton (Principal Planner), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), and Jace Hochwalt (Associate Planner).

There were approximately 60 citizens in the audience.

**CONSENT AGENDA**

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Commissioner Wade moved to adopt Consent Agenda items #1-3. Commissioner Susuras seconded the motion. Motion carried unanimously 7-0.

**1. Approval of Minutes**

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- a. Minutes of the February 11, 2020 Regular Meeting.

**2. City Public Works Operations – Special Permit** **File # SPT-2020-35**

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Consider a request by the City of Grand Junction Public Works Department for a Special Permit to establish a materials storage and transfer site on a portion of a 74.83-acre parcel zoned CSR (Community Services and Recreation) located at 2620 Legacy Way.

**3. Code Text Amendment – Seventh Street Historic District Regulations**

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**File # ZCA-2019-716**

Consider a request by the City of Grand Junction to amend Title 26.32 of the North Seventh Street Historic Residential District Guidelines and Standards regarding demolition of structures.

## **REGULAR AGENDA**

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### **1. Horizon Villas - Rezone**

**File # RZN-2019-714**

Consider a request by Larson Building Solutions to rezone 2.22-acres from PD (Planned Development) to R-8 (Residential 8 units per acre) located adjacent to Horizon Glen Drive at Horizon Drive.

#### **Staff Presentation**

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

#### **Questions for Staff**

There was discussion regarding traffic in the area and a proposed traffic impact study that has not been conducted.

Commissioner Reece asked a question regarding the neighborhood center zoning designation on the Comprehensive Plan Future Land Use Map. Mr. Peterson stated the applicable zone districts in the Neighborhood Center designation.

#### **Applicant's Presentation**

Ted Ciavonne, Ciavonne Roberts & Associates, representing Larson Building Solutions, was present and made a comment regarding the request.

#### **Public Comment**

The public hearing was opened at 6:37pm.

The following spoke in opposition of the request: David Hoffman, Lily Fitch, Bill Fitch, Joe Graham, Stephanie Graham, Kevin Triplett, and Susan Madison.

The public hearing was closed at 6:54pm.

#### **Applicant's Response**

Mr. Ciavonne provided a response to public comment.

#### **Questions for Applicant**

Commissioner Reece asked questions regarding potential drainage, wildlife, and wetlands issues.

#### **Questions for Staff**

Commissioner Reece asked a question regarding the Comprehensive Plan Future Land Use Map and the ability of a minor arterial to handle a certain capacity of traffic flow.

Commissioner Scissors asked a question regarding a density miscommunication between the public comments and the staff report.

Commissioner Reece asked a question regarding the review process (e.g. rezone versus a new outline development plan).

### **Discussion**

Commissioner Wade made a comment regarding an additional exhibit presented to the Commission from Colorado Parks and Wildlife.

Commissioner Deppe made a comment in opposition of the request.

Commissioners Gatseos, Wade, Susuras, and Ehlers made comments in support of the request.

Commissioner Gatseos made a comment regarding lack of housing.

### **Motion and Vote**

Commissioner Wade made the following motion, "Madam Chairman, on the Horizon Villas Rezone, a request to rezone to R-8 (Residential – 8 du/ac) for the property located at Horizon Glen Drive at Horizon Drive, City file number RZN-2019-714, 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 6-1.

## **2. Code Text Amendment – Horizon Drive Zoning Overlay File # ZCA-2019-717**

Consider a request by the Horizon Drive Business Improvement District to add a Horizon Drive Zoning Overlay to the Zoning and Development Code at Title 27 of the Municipal Code.

Commissioner Reece recused herself from this item and left the auditorium.

### **Staff Presentation**

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

### **Questions for Staff**

None.

### **Applicant's Presentation**

The Applicant, Vara Kusal representing Horizon Drive BID, was present and did not make a comment regarding the request.

### **Public Comment**

The public hearing was opened at 7:27pm.

None.

The public hearing was closed at 7:28pm.

### **Discussion**

Commissioner Gatseos made a comment regarding the unanimous decision the Horizon Drive BID board made in support of this request.

Commissioner Scissors made a comment in support of the request and complimenting the Horizon Drive BID board.

### **Motion and Vote**

Commissioner Deppe made the following motion, "Mister Vice-Chairman, on the Horizon Drive Zoning Overlay, City file number ZCA-2019-717, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

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

Planning Commission took a break at 7:30pm.

Planning Commission started back at 7:35pm.

### **3. Magnus Court Subdivision – Outline Development Plan**

#### **File # PLD-2019-374 and ANX-2019-137**

Consider a request by CR Nevada Associates LLC, JLC Magnus LLC and Bonds LLC for a Zone of Annexation for two (2) properties and rezone of two (2) properties from R-E (Residential Estate) and R-2 (Residential – 2 Dwelling Units per acre). All properties are seeking a zone district of Planned Development with an associated Outline Development Plan (ODP) called Magnus Court to develop 74 single-family detached lots with an R-2 (Residential – 2 du/ac) default zone district. The properties combined are 69.67 acres and are generally located at the west end of Magus Court and include the property addressed as 2215 Magus Court #A.

### **Staff Presentation**

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

### **Questions for Staff**

There was discussion regarding the condition of approval, the trail system, and the application process.

### **Applicant's Presentation**

The project's representative, Tedd Ciavonne, Ciavonne Roberts & Associates, was present and gave a presentation regarding the request.

Kari McDowell Schroeder, McDowell Engineering, was present and gave a presentation regarding the request and the Traffic Impact Study that was completed.

### **Questions for Applicant**

Commissioner Reece asked about access to two units on the plan.

Commissioner Deppe asked a question about access and parking on the auto-courts.

Commissioner Ehlers asked a question regarding the methodology for the traffic impact study.

### **Public Comment**

The public hearing was opened at 8:39pm.

The following spoke in opposition of the request: Sharon Sigrist, Naomi Rintoul, Dennis Guenther, Nuala Whitcomb, Lisa Lefever, Lori Carlston, Michael Petri, Susan Stanton, Lora Curry, Wayne Smith, Mike Mahoney, Richard Swingle, Lisa Smith, and Jay Thompson.

The public hearing was closed at 9:12pm.

Planning Commission took a break at 9:12pm.

Planning Commission started back at 9:19pm.

### **Applicant's Response**

Mr. Ciavonne responded to public comment.

### **Questions for Applicant**

There was discussion regarding public access and stormwater drainage.



Commissioner Deppe asked a question regarding the origin of the applicants and if the development would also include the build-out of the subdivision.

There was discussion about auto courts, fire department access, signage, how roads connect to major roads, and City requirements to remedy road destruction due to construction traffic.

### **Questions for Staff**

Commissioner Gatseos asked a question regarding access into Reed Mesa Drive.

Commissioner Scissors asked a question regarding construction traffic.

### **Discussion**

Commissioners Gatseos, Deppe, and Scissors made comments in opposition of the request.

Commissioners Ehlers, Reece, and Susuras made comments in support of the request.

Commissioner Wade made a comment regarding the request.

### **Motion and Vote**

Commissioner Ehlers made the following motion, "Madam Chairman, on the Zone of Annexation and Rezones to Planned Development (PD) with an R-2 (Residential – 2 du/ac) default zone district and an Outline Development Plan to develop 74 single-family detached lots, file numbers ANX-2019-137 & PLD-2019-374, I move that the Planning Commission forward a recommendation of conditional approval to City Council with the findings of fact listed in the staff report. Condition #1 being that Lot No. 3, 43, 53, 55 and 68 shall meet minimum dimensions of Hillside Regulations as adopted by Code."

Commissioner Susuras seconded the motion. A roll call vote was called:

Commissioner Susuras YES  
Commissioner Deppe NO  
Commissioner Scissors NO  
Commissioner Reece YES  
Commissioner Wade NO  
Commissioner Gatseos NO  
Commissioner Ehlers YES

The motion failed 3-4.

#### 4. **EcoGen – Conditional Use Permit**

**File # CUP-2020-60**

Consider a request by EcoGen Laboratories, LLC, for a Conditional Use Permit (CUP) to allow for a hazardous occupancy within an I-2 (General Industrial) zone district for the property located at 1101 3<sup>rd</sup> Avenue.

Commissioner Ehlers recused himself from this item and left the auditorium.

#### **Staff Presentation**

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

#### **Questions for Staff**

Commissioner Reece asked a question regarding Condition No. 2 and the definition of Mitigation in Chapter 8.08.

#### **Applicant's Presentation**

The Applicant, Doug Watson, EcoGen Laboratories, LLC, was present and made a presentation regarding the request.

#### **Public Comment**

The public hearing was opened at 10:33pm.

None.

The public hearing was closed at 10:33pm.

#### **Discussion**

Commissioner Reece made a suggestion to modify the language in the motion to clarify Condition No. 2 to "...mitigation measures as approved by the City."

#### **Motion and Vote**

Commissioner Wade made the following motion, "Madam Chairman, on the application for a Conditional Use Permit for EcoGen Laboratories, LLC located at 1101 3rd Avenue, CUP-2020-60, I move that the Planning Commission recommend conditional approval with the findings of fact and conditions as listed in the staff report as modified to read "Condition 2. If odors become a nuisance as identified in Chapter 8.08 of the Grand Junction Municipal Code, mitigation measures will be required as approved by the City of Grand Junction."” **\*\*Planning Commission was the final decision-making body on this item\*\***

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

**5. Other Business**

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None.

**6. Adjournment**

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The meeting was adjourned at 10:37pm.

DRAFT

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE GRAND JUNCTION MUNICIPAL CODE  
RELATING TO ZONING AND DEVELOPMENT IN THE HORIZON DRIVE DISTRICT**

**Recitals:**

The City Council desires that the City's zoning and development regulations be amended as needed so that they will be dynamic and responsive to the demands of the community and development trends, without compromising health, safety and welfare.

The City Council desires the Horizon Drive Business Improvement District to incorporate consistent standards for the area, in order to:

- Achieve high-quality development in the corridor in terms of land use, site planning and architectural design;
- Provide market uses that complement existing and desired uses and benefit the Grand Junction community;
- Take advantage of and expand upon existing public facilities in the corridor to create a "civic" presence;
- Achieve a distinctive character along the roadway that can serve as a gateway to the Grand Junction community;
- Establish a transportation network that interconnects to create a logical urban pattern;
- Establish a high-quality image through zoning, design standards, and public improvements.

For the past two years the Horizon Drive BID Board have worked to develop standards for site development, building architecture, landscaping, business access and site circulation.

The following Preamble describes the Horizon Drive District planning work which informs and provides background information for the Horizon Drive District - Overlay Zone District Standards.

**Horizon Drive District Overlay Preamble**

**I. Introduction to Horizon Drive District Plan**

The Plan area and the Overlay Zoning District area comprise the Horizon Drive District boundary as defined by the Horizon Drive Business Improvement District boundary as it stands at the time of adoption of this Plan and Overlay District and includes any subsequent modifications in the future as properties are annexed into the Business Improvement District.



The Grand Junction Regional Airport, adjacent to the Horizon Drive District on the north and east, is the single largest adjoining property. The zoning classification for the airport is Planned Airport Development (PAD).

Horizon Drive is a busy arterial thoroughfare, five lanes wide. The roadway system is dedicated to swift vehicular movement. Buildings are generally large, set back from the roadway and fronted by large black-top parking areas. Signs for the buildings are inconsistent in size and location. Landscaping is sparse. There are intermittent sidewalks and pedestrian crossings are located only at lighted intersections.

The overall planning concept for the Horizon Drive District encourages development of (or continuity of existing) neighborhood centers. The neighborhood center approach will provide a framework for distinctive image and organizing elements for public and private (re)development of the Horizon Drive District.

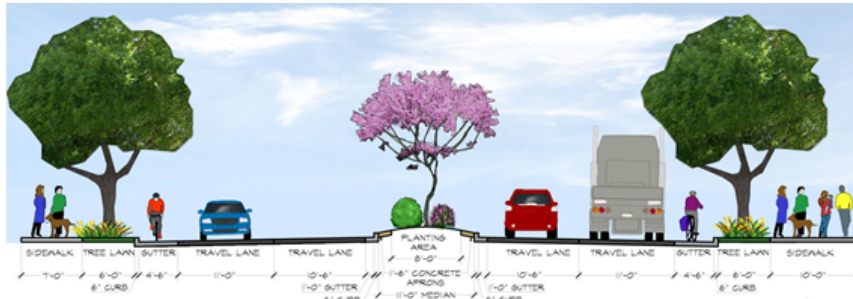
The Horizon Drive Center supports the Horizon Drive corridor to retain its commercial land use designation. Crossroads Blvd. & Horizon Court areas are identified as Business Park Mixed Use and Commercial/Industrial. The Business Park Mixed Use provides more options including multi-family residential development within the corridor. These community development objectives for the District will support and integrate with the development plans of the Grand Junction Regional Airport.

### **III. “Gateway to Grand Junction”**

Horizon Drive is one of four gateways into Grand Junction for travelers coming to the community using I-70 and the primary gateway for those flying into Grand Junction Regional Airport. The primary objective is to develop a distinct identity for the Horizon Drive District, as a “Gateway to Grand Junction.” This identity should reflect a high quality of site design, site improvements, building architecture, and pedestrian safety.

Additionally, the corridor should accommodate multiple modes of travel making it a “Complete Street” allowing for the development of both publicly and privately owned pedestrian spaces emphasizing public interaction in gathering areas and around public art. This reinforces the Horizon Drive District as the central “gateway” to Grand Junction. As such, the visual character of the District properties should reflect the District’s desire to set itself forward as a welcoming, clean, modern and a safe area that not only provides traveler amenities but is a segue to a multi-faceted and desirable community. Design standards for development will reinforce the overall theme and sense of quality. As a complete street it supports the City’s Complete Street Policy adopted July 18, 2018 which provides an approach to corridor development that integrates people and places in planning, design, construction, operation, and maintenance of transportation networks, helping to ensure streets are safe for people of all ages and abilities, while balancing the needs of different modes, thereby supporting local land use, economy, culture and the natural environment.

#### IV. Corridor Improvement Project – A “Complete Street”



#### PURPOSE

To better provide for the safe and convenient movement of both pedestrians and motor vehicles.

The Horizon Drive Corridor Improvement Project will be constructed in phases due to financial necessity (see “Conceptual Plan” graphic). Phase 1 addressed the Horizon Drive / Interstate-70 interchange and was completed in 2016. Future phases, south of the interchange and north of the interchange, will be completed as funding is secured. Currently, Phase 2 is planned to be the section south of Visitor’s Way to G Road. In 2019, three crosswalks were added to this section with center refuge medians and yellow LED pedestrian-activated flashing warning lights.

The corridor will be designed as a “Complete Street” to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. The vision for the Horizon Drive corridor includes:

- Create circulation plans promoting traffic calming and pedestrian safety.
- Encouraging future development to include civic areas, open space (parks), walking trails, bike lanes, ease of access to public transportation and connectivity.
- Connectivity with other districts in the community including way-finding signage.
- Wide sidewalks detached from the roadway.
- Safe access to businesses from the street and sidewalks and parcel interconnectivity to minimize multiple access points to Horizon Drive.



- Safe and efficient transit stops.
- Adequate lighting creating a safer vehicle and pedestrian experience.
- Landscaping, street furniture and other hardscape features and amenities that enhance the pedestrian and motoring public's experience, but still allow buildings to be located near the street.

Increased safety is of primary importance to the establishment of the design character of the Horizon Drive District. Interstate 70 bisects the District and provides primary access to Horizon Drive via on ramp/off ramps from both east and west. Vehicular movement is important to the District. Additionally, the properties along Horizon Drive serve a temporary population of visiting travelers, who would prefer greater pedestrian access to other District properties as well as connections to downtown, the Colorado riverfront and other destinations. The standards set forth in this document are to better provide for the safe and convenient movement of both pedestrians and motor vehicles.

## **V. Horizon Drive Master Trails Plan**

### **PURPOSE**

**To provide for the safe and convenient movement of non-motorized (pedestrians and bicycles) between Horizon Drive District businesses and to other areas of Grand Junction.**

Connecting Horizon Drive Hotels and business to downtown, Mesa Mall and the Colorado riverfront is desired by many visitors staying on Horizon Drive and the Horizon Drive business community. Access to trails will benefit the local tourism industry and help stimulate economic development. In 2017, the District contracted with the Colorado Department of Local Affairs (DOLA) and the University Technical Assistance Program (UTAP) to produce the Horizon Drive Master Trails Plan. The Plan was approved by the Grand Junction Planning Commission in April of 2019. Ordinance No. 4851 amended the Comprehensive Plan to include the Horizon Drive BID Trail Network Plan as part of the Grand Junction Circulation Plan was approved by the Grand Junction City Council May 1, 2019.

## **VI. Overlay Zoning**

Overlay zoning creates a special zoning district over a base zone. An overlay adds to or changes the regulations, standards, or requirements of the base zone in order to protect or guide development within a specific area or corridor to meet specific needs or objectives. While the base zone determines the permitted land uses, the overlay zone establishes design or other standards that meet the overlay's purposes.

The overlay zone for the Horizon Drive District provides direction and vision for development in the corridor. The purpose of the overlay's standards and guidelines is



to stimulate new development as well as redevelopment in the District, increasing business and pedestrian activity along the corridor. The overlay supports and implements the Comprehensive Plan vision and goals of making the City a more livable place.

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

**Title 27 of the Grand Junction Municipal Code is amended to incorporate the Horizon Drive District - Overlay Zone District Standards.**

Introduced on first reading this 1<sup>st</sup> day of April, 2020 and ordered published in pamphlet form.

Adopted on second reading this 15<sup>th</sup> day of April, 2020 and ordered published in pamphlet form.

ATTEST:

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City Clerk

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Mayor

## Horizon Drive District - Overlay Zone District Standards

27.04 **Purpose.** The purpose of the Horizon Drive Zone District Overlay is to provide a consistent level of architectural character, quality and aesthetics of the Horizon Drive area as well as to improve and enhance pedestrian access, vehicular access, parking and circulation within the designated Horizon Drive Zone District Overlay.

27.08 **Applicability.** The Horizon Drive Zone District Overlay includes all commercial properties within the general geographic area of Horizon Drive between G Road and H Road as identified on the zone district overlay map.

### 27.12 Standards and Guidelines.

27.12.010 **Architectural Features and Materials.** Architectural features are intended to provide variations in massing, be at a human scale, and provide variety in design that work to reinforce the importance of the civic, public and open spaces.

- a. All buildings facing Horizon Drive shall use materials that are durable including but not limited to stone, brick, precast concrete and architectural metals.
- b. Materials prohibited for any building facing Horizon Drive include metal-clad prefabricated buildings and building made from pre-cast concrete and tilt up wall systems that are structural in appearance.
- c. Building entries shall have a strong visual and pedestrian relationship to the street.
- d. Buildings shall provide following architectural design elements:
  - 1) Buildings shall provide their main entry facing Horizon Drive. When not feasible, a side or rear of a building may face Horizon Drive. However, the façade fronting Horizon Drive shall give the appearance of a front façade in terms of quality of architecture, materials and detailing.
  - 2) Building form shall provide recessed or projecting elements to provide façade articulation. This can be accomplished through the design of entryways, awnings, rooflines, projecting bays, pilasters, columns or other features. Articulation shall occur a minimum of every 30 feet for all sides of the building.
  - 3) The first floor of a building designed to accommodate a restaurant or retail use shall have windows facing the public right of way that create visual interest to pedestrians and provide views from inside of buildings to the street.

- e. In addition, the site shall exhibit a minimum of three (3) of the following seven (7) architectural design elements:
- 1) Variation in materials, material modules, expressed joints and details, surface relief and texture to break up building forms and wall surfaces. Such detailing may include sills, headers, belt courses, reveals, pilasters, window bays or similar features for all sides of the building.
  - 2) Variation in roof lines/roof materials in order to add interest to and reduce the scale of buildings or expanses of blank wall. This can be accomplished through design elements such as overhangs, eaves, recesses, projections, raised cornice parapets over doors or bays and peaked roof forms.
  - 3) Establishing the main building entrance on the street with façade features that emphasize the primary building entrance through projecting or recessed forms, detail, color and/or material.
  - 4) Outdoor patio in combination with or without outdoor seating located between the building and the primary street.
  - 5) Ground story transparency of at least 50 percent in the form of windows and/or door(s) for facades facing all public street frontages.
  - 6) Public art, as approved by the Director.
  - 7) Other architectural or site features that achieve the goals of the overall Horizon Drive District overlay vision or concept, as determined by the Director.

**27.12.020 Site Design.** Elements required or encouraged for site design are intended to minimize vehicular orientation and emphasize pedestrian activities such as ease of access from the public way and safe access to parking areas, increase walkability of the district especially between the public way, transit facilities and other buildings. They are also intended to provide safe access to businesses from the street and sidewalks, as well as parcel interconnectivity to minimize multiple access points to Horizon Drive.

- a. Clearly visible and direct pedestrian paths with adequate lighting should be established between neighboring buildings, between buildings and outlying parking areas, and between buildings and transit facilities.
- b. A 6-foot wide concrete sidewalk is required from the street to the front of the primary building main entrance.
- c. New development shall be required to close redundant or multiple accesses to Horizon Drive from a single site. Access location and turning movements shall be limited to those which can be safely accommodated as determined by City of Grand Junction traffic engineers

- d. New development shall be required to consolidate accesses with neighboring properties to the extent practicable.
- e. Bicycle parking shall be provided at locations that do not obstruct the flow of pedestrians, are easily identifiable and visible and convenient to customer entrances.
- f. Where pedestrian circulation paths cross vehicular routes, a change in paving materials, textures, or colors shall be provided to emphasize the potential conflict point, improve visibility, enhance safety and enhance aesthetics.
- g. Onsite signage and traffic markings necessary to facilitate circulation and improve public safety and awareness are required.
- h. Drive up windows such as those used for banks, restaurants, groceries and pharmacies or drive through facilities such as gasoline service islands and car wash or vacuum bays shall be oriented as to not be visible from the public right of way.

**27.12.030 Landscaping and Public Amenities.** This section is meant to ensure appropriate landscaping improvements and the creation of public amenities that enhance the character of the district, and to utilize xeric principles in landscaping design encouraging the planning of low water plants that are appropriate for Grand Junction's arid climate. The intent is also to encourage future development to include civic areas and open space (parks).

- a. Landscaping shall be designed to provide drought tolerant plant species that are native to the region or otherwise suitable to the climate.
- b. For all development, street trees planted every forty feet shall be planted along all public rights-of-way.
- c. For all development with landscaped areas fronting Horizon Drive, any groundcover provided shall be visually similar to existing landscape rock (e.g. crushed red granite) in place on Horizon Drive.
- d. Art, sculpture, transit shelters, benches, planters, bike racks, trashcans and other hardscape feature, plazas, landscaping and other amenities shall be included where appropriate.

**27.12.040 Signage.** Signage is intended to communicate information and reduce existing visual clutter as well as prohibit new visual clutter. Signage shall provide visual continuity within a single project.

- a. Signs shall be consistent in design, color, typeface, materials and construction details with each project.
- b. Freestanding signs shall comply with the following requirements.
  - 1) Shall be placed perpendicular to the right-of-way.
  - 2) Shall be constructed with a stone or veneer base. The sign may be single or double faced. If single the backside of the sign shall be painted the same color as the cabinet and poles.

- 3) Shall be located no closer than 10 feet from property line and no closer than 6 feet from the curb of a street or drive.
- 4) The height shall be measured from finished grade.
- 5) One freestanding sign shall be allowed per street frontage.
- 6) Up to two small freestanding directional signs may be allowed that are three square feet or fewer and no more than 30 inches in height.
- 7) The sign allowance per frontage can only be used on that frontage and shall not be transferred to any other frontage.
- 8) Maximum sign dimensions shall not exceed the following:
  - a. For properties fronting Horizon Drive between G Road and 27 ½ Road and H Road,
    - i. 40 feet in height
    - ii. 100 square feet for properties with up to 150 feet of linear frontage
    - iii. 120 square feet for properties with 150 to 200 feet of linear frontage
    - iv. 160 square feet for properties with 201 to 300 linear feet of frontage
    - v. 200 square feet for properties with greater than 300 linear feet of frontage
  - b. For properties with frontage on Horizon Drive between 7th Street and G Road (27 ½ Road), the maximum sign dimensions shall not exceed the following:
    - i. 12 feet in height
    - ii. 100 square feet
  - c. For properties with Interstate-70 frontage maximum sign dimensions are subject to Section 21.06.070.
  - d. For all other properties the maximum sign dimensions shall not exceed the following
    - i. 20 feet in height
    - ii. 75 square feet
- c. Flush Wall Signs may be either non-illuminated or internally illuminated.
- d. No off-premise signs or outdoor advertising shall be permitted, except where existing at the time of adoption of this document, provided such signs are appropriately permitted through the City of Grand Junction.
- e. Projecting signs shall be permitted as per section 21.06.070 of the Zoning and Development Code.
- f. Roof signs are not allowed.





## Grand Junction City Council

### Regular Session

Item #2.b.i.

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**Meeting Date:** April 1, 2020

**Presented By:** Scott D. Peterson, Senior Planner

**Department:** Community Development

**Submitted By:** Scott D. Peterson, Senior Planner

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Rezoning the Horizon Villas Property from PD (Planned Development) to R-8 (Residential - 8 du/ac) Located West of Horizon Glen Drive and Set a Public Hearing for May 6, 2020

#### **RECOMMENDATION:**

The Planning Commission heard this item at its February 25, 2020 meeting and recommended approval (6 - 1).

#### **EXECUTIVE SUMMARY:**

The Applicant, Larson Building Solutions, Represented by Todd Larson, is requesting a rezone of Lot 17 of Horizon Glen Subdivision As Amended, a 2.22-acre lot located at Horizon Glen Drive at Horizon Drive from PD (Planned Development) to R-8 (Residential – 8 du/ac) in anticipation of future residential subdivision development. The requested R-8 zone district is consistent with the Comprehensive Plan Future Land Use Map designation of Neighborhood Center.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **BACKGROUND**

The subject 2.22-acre property is situated west of the platted right-of-way of Horizon Glen Drive, north of Horizon Drive. To date, the right-of-way for Horizon Glen Drive has not been constructed or developed as a roadway. The property, which is Lot 17 of the Horizon Glen Subdivision, As Amended is currently vacant. The property was annexed into the City limits in 1979 as part of the Foster Annexation and last zoned PR (Planned Residential) in 1991. The property is now currently zoned PD (Planned

Development) and according to the subdivision plat of the Horizon Glen Subdivision, which was platted in 1991, was proposed and labeled to be developed as a “Future Multi-Family Area.” The current PD zone district includes this property and the property located on the east side of Horizon Glen Drive along with the existing single-family home development located along Horizon Glen Court (see attached zoning maps). Since the “Future Multi-Family Area” was not developed in accordance with the approved Planned Development (PD) the PD has lapsed and expired. Therefore, any new development on this property will require either a rezone or the approval of a new Outline Development Plan (ODP) for the property.

The Applicant has expressed the intent to purchase the property and develop the property as a residential subdivision as allowed within the proposed R-8 (Residential – 8 du/ac) zone district. The zone district allows development with a density range between 5.5 dwelling units to 8 dwelling units an acre. The Comprehensive Plan Future Land Use Map identifies the property as Neighborhood Center. The proposed R-8 (Residential – 8 du/ac) zone district is a zone district that implements the Neighborhood Center future land use designation. In addition to R-8, the following zone districts would also work to implement the Neighborhood Center designation.

R-12 (Residential – 12 du/ac)  
R-16 (Residential – 16 du/ac)  
R-O (Residential Office)  
B-1 (Neighborhood Business)  
C-1 (Light Commercial)  
MXR, G & S (Mixed Use Residential, General and Shopfront)

With the proposed R-8 zone district, the Applicant is proposing the least amount of residential density that the Future Land Use Map designation would allow. The purpose of the R-8 (Residential – 8 du/ac) zone district is to provide for medium-high density, attached and detached dwellings, two-family dwellings and multi-family. R-8 is a transitional district between lower density single-family districts and higher density multi-family or business development. A mix of dwelling types is allowed in this district. The property is adjacent to Horizon Drive which is classified as a Minor Arterial.

Properties adjacent to the subject property to the west are the existing single-family lots within the Horizon Glen Subdivision (with a Comprehensive Plan Future Land Use Map designation of (Residential Medium Low (2 – 4 du/ac)). This portion of Horizon Glen Subdivision has an existing density of less than 2-dwelling units to the acre. To the south and across Horizon Drive is Horizon Towers multi-family residential high-rise zoned PD (Planned Development) with a density range between 16 to 24 dwelling units an acre and to the north and east are vacant properties of land zoned R-8 (Residential – 8 du/ac) and PD (Planned Development) respectfully. The Applicant’s request would



be adjacent to and a continuation of the existing R-8 zone district in this area.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed rezone request was held on December 11, 2019 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant, Applicant's Representative and City staff were in attendance along with about 20 area residents. Comments received regarding the rezone proposal centered around topics such as drainage, proposed residential density, lot layout/design and increased traffic.

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 January 6, 2020. 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 February 14, 2020. The notice of the Planning Commission public hearing was published February 18, 2020 in the Grand Junction Daily Sentinel.

### **ANALYSIS**

The criteria for review of a rezone application is set forth in Section 21.02.140 (a). The criteria provides 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.

(1) Subsequent events have invalidated the original premises and findings; and/or

The property is currently zoned Planned Development (PD) and was originally zoned PR-8 (Planned Residential – 8 du/ac) in 1981. As noted, the PD zone district and associated “plan” has not developed as proposed nor within the requisite time period of the approval. Therefore, the existing PD zone is not valid and has since expired requiring that either a rezone of the property occur, or a new Outline Development Plan approved. 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 area has continued to change and expand over the last 29 years including the development of more residential and commercial developments within the near vicinity (ex: Little Creek Subdivision, Villas at Country Club, Safeway commercial center development, etc.). Vacant properties to the north are currently zoned R-8 and R-4 and total over 19-acres, and though the physical condition has not changed on these properties, they could also be ready for development, compatible and consistent with an R-8 zone designation at some point in

the future. Based on changes that have occurred in the near vicinity of this property, staff has found 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 R-8 zone district. City sanitary sewer and Ute Water are both available within Horizon Drive. The property can also be served by Xcel Energy electric and natural gas. To the northwest, a short distance away is the Safeway commercial center along with associated restaurants, banks, hotels and offices, etc. Further to the southwest is St. Mary's Hospital. The adjacent street network of Horizon Drive, N. 12th Street and 26 ½ Road are all classified as Minor Arterials which are adequate to serve any type of residential development proposed for the property.

In general, staff has found public and community facilities are adequate to serve the type and scope of the residential land use(s) proposed. 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

R-8 zoned properties presently comprise approximately 9% of the total acreage within the City limits, which comprises the largest amount of residentially zoned land. However, in direct proximity to this site there is limited R-8 zoned property which in the context of this area, serves as a desirable transition between some of the low density housing available as well as some of the higher density housing and commercially used/zoned lands available. Staff therefore 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 requested zone district of R-8 will provide an opportunity for housing within a lower range of density that is still consistent with the Comprehensive Plan in this area to meet the needs of a growing community. This principle is supported and encouraged by the Comprehensive Plan and furthers the Plan's goal of promoting a diverse supply of housing types; a key principle in the Comprehensive Plan.

The community and area will also benefit from the potential for development of a currently vacant parcel of land and underutilized site, close to existing hospital and commercial services that, should it develop, will be required to meet current code standards for such subdivision improvements and other on-site improvements.

Therefore, Staff finds that this criterion has been met.

The rezone criteria provide that the City must also find the request is consistent with the vision, goals and policies of the Comprehensive Plan. Staff has found the request to be consistent with the following goals and policies of the Comprehensive Plan:

Goal 1 / Policy A: Land use decisions will be consistent with Future Land Use Map.

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

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

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

Policy C. Increasing the capacity of housing developers to meet housing demand.

## **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Horizon Villas Rezone request, RZN-2019-714, from PD (Planned Development) to R-8 (Residential – 8 du/ac) for the property located at Horizon Glen Drive at Horizon Drive, the following findings of fact have been made:

1. In accordance with Section 21.02.140 (a) of the Zoning and Development Code, the request meets one or more of the rezone criteria.
2. The request is consistent with the goals and policies of the Comprehensive Plan.

Therefore, Staff recommends approval of the request.

## **FISCAL IMPACT:**

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on the type of use.

## **SUGGESTED MOTION:**

I move to introduce an ordinance rezoning the Horizon Villas property located west of Horizon Glen Drive from PD (Planned Development) to R-8 (Residential - 8 du/ac) and set a public hearing for May 6, 2020.

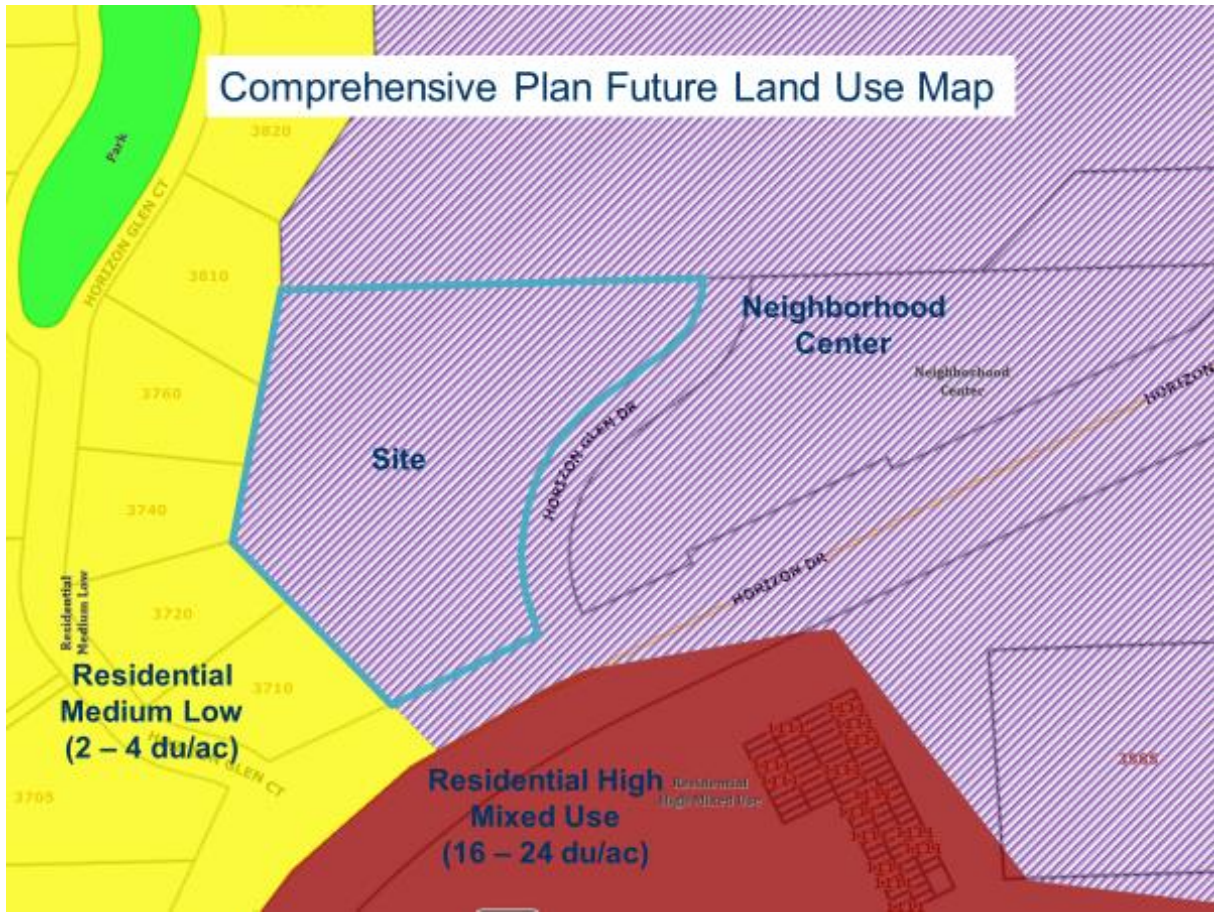
## **Attachments**

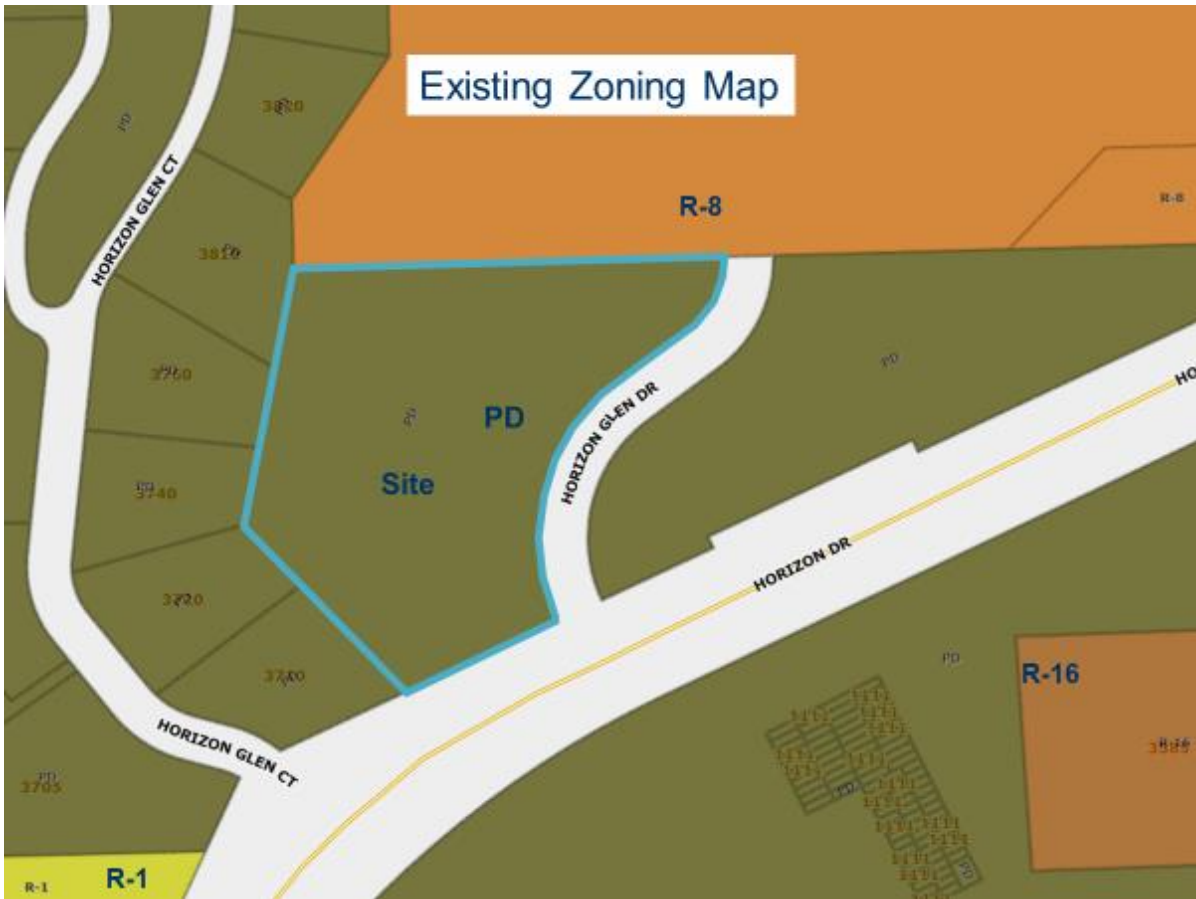
1. Site Location & Zoning Maps, etc
2. Development Application Dated 12-19-19
3. Subdivision Plat - Horizon Glen Subdivision As Amended
4. 1991 - Horizon Glen Outline Development Plan
5. July 3, 1991 - City Council Minutes - Horizon Glen Subd & ODP
6. Lilly Fitch Letter & Attachments
7. Michael Villa Letter & Attachments
8. David Hoffman talking points Planning Commission
9. Planning Commission Minutes - 2020 - February 25 - Draft
10. Zoning Ordinance





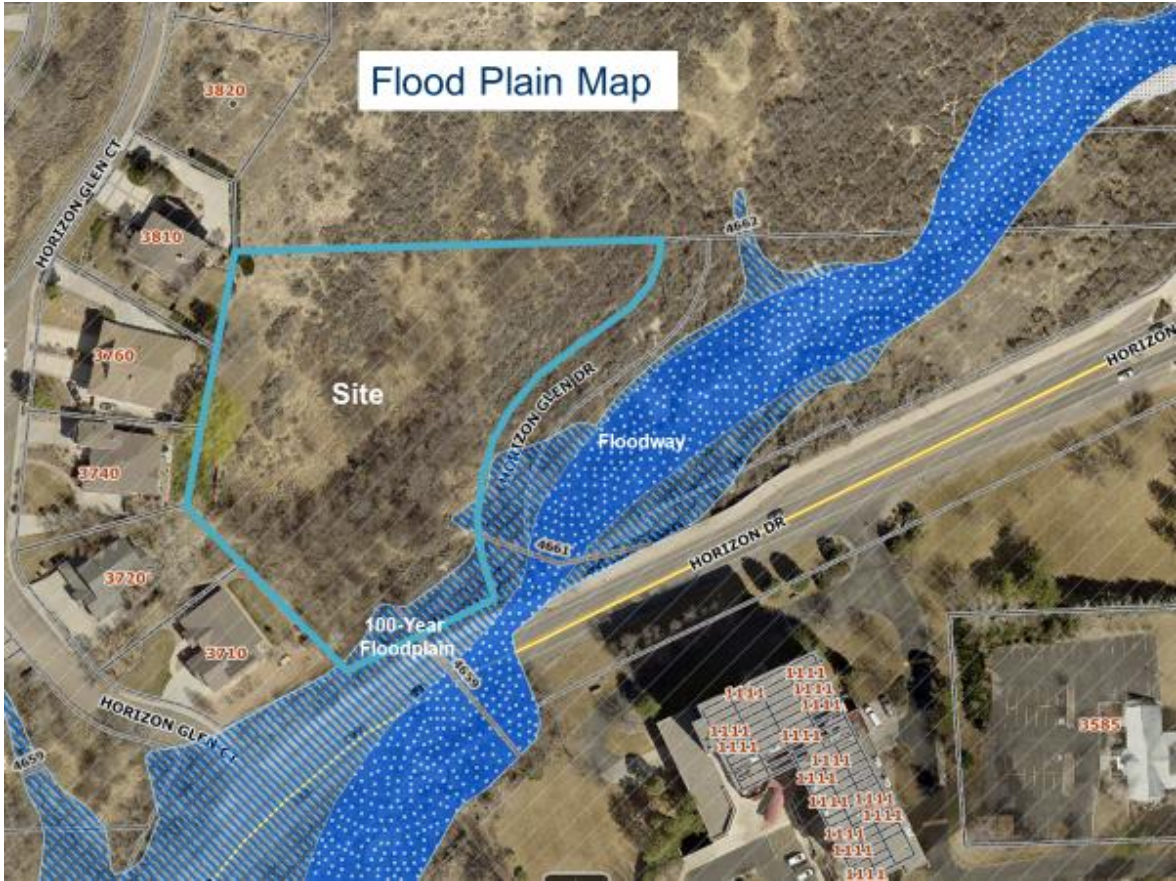
# Comprehensive Plan Future Land Use Map







# Flood Plain Map





View of property from Horizon Drive

## 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: REZONE

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

Existing Land Use Designation: VACANT LAND Existing Zoning: PD

Proposed Land Use Designation: DUPLEX/MULTI-FAMILY RESIDENCE Proposed Zoning: R-8

Property Information

Site Location: LOT 17 HORIZON GLEN SUBDIVISION

Site Acreage: 2.2 ACRES

Site Tax No(s): 2945-021-13-037

Site Zoning: PD

Project Description:

Rezone 2.2 acres from a PD to an R-8 with anticipation of  
 Proposing a Preliminary/Final subdivision for 12 units  
 (3 duplexes + 2 triplexes)

Property Owner Information

Applicant Information

Representative Information

Name: Margaret E. Foster Family Partnership, LLLP

Name: Larson Building Solutions

Name: Ciavonne, Roberts + Associates

Street Address: 301 E Dakota Dr.

Street Address: 2921 Crocus St.

Street Address: 222 N+n 7th St.

City/State/Zip: Grand Jct. CO 81506

City/State/Zip: Grand Jct. CO 81506

City/State/Zip: Grand Jct. CO 81501

Business Phone #: 970-244-6602

Business Phone #: 970-234-0258

Business Phone #: 970-241-0745

E-Mail: mfoster@crewest.com

E-Mail: larsonbuildingsolutions@gmail.com

E-Mail: ted@ciavonne.com

Fax #: N/A

Fax #: N/A

Fax #: N/A

Contact Person: Mike Foster

Contact Person: Todd Larson

Contact Person: Ted Ciavonne

Contact Phone #: 970-433-8374

Contact Phone #: 970-234-0258

Contact Phone #: 970-241-0745

**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: [Signature]

Date: 12-17-19

Signature of Legal Property Owner: [Signature]

Date: 12-17-19

OWNERSHIP STATEMENT - PARTNERSHIP

(a) MARGARET E FOSTER FAMILY ("Partnership") is the owner of the following property:

(b) Lot 17 Horizon Glen Subdivision (2945-021-13-037)

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

I, (c) Timothy E. Foster, am the (d) Managing Partner

for Partnership. I have the legal authority to bind the Partnership to agreements concerning financial obligations and this property. I have attached the most recent recorded Statement of Authority for the Partnership.

[X] My legal authority to bind the Partnership both financially and concerning this property is unlimited.

[ ] My legal authority to bind the Partnership financially and/or concerning this property is limited in the following manner:

[ ]

All other partners and their authority to bind the Partnership financially and with respect to this property are listed and described here: [ ]

[X] Partnership is the sole owner of the property.

[ ] Partnership owns the property with other(s). The other owners of the property are:

(e) [ ]

On behalf of Partnership, I have reviewed the application for the (f) Rezone

I understand the Partnership's continuing duty to inform the City planner of any changes in my authority to bind the Partnership and/or in any interest in the property, such as ownership, easement rights, rights-of-way, boundaries, encroachment, lienholder and any other interest in the property.

[X] I and the Partnership have no knowledge of any possible conflicts between the boundary of the property and abutting properties.

[ ] I or the Partnership have the following knowledge and evidence concerning possible boundary conflicts between the property and the abutting property(ies): (g) [ ]

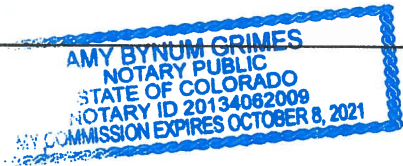
I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Partnership representative: [Signature]

Printed name of person signing: Tim Foster

State of Colorado )

County of Mesa ) ss.



Subscribed and sworn to before me on this 17 day of December, 2019

by Timothy Foster

Witness my hand and seal.

My Notary Commission expires on 10/08/2021

[Signature]
Notary Public Signature

RECEPTION#: 2821430, at 11/16/2017 2:53:21 PM, 1 of 1

Recording: \$13.00, Sheila Reiner, Mesa County, CO. CLERK AND RECORDER

**BARGAIN AND SALE DEED**

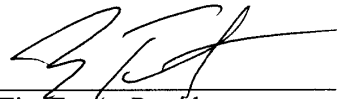
SL VENTURES, INC., whose address is 301 E. Dakota Drive, Grand Junction, CO 81507, for the consideration of TEN DOLLARS (\$10.00) in hand paid, hereby sells and conveys to MARGARET E. FOSTER FAMILY PARTNERSHIP, LLLP, whose address is 301 E. Dakota Drive, Grand Junction, CO 81507, the following real property in the County of Mesa, State of Colorado, to wit:

Lot 17 and Lot 18, Horizon Glen Subdivision, together with an undivided interest in Tract "A" of Horizon Glen subdivision

with all of its easements and appurtenances.

Signed this 6 day of November, 2017.

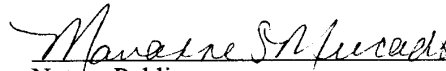
SL VENTURES, INC.

By   
Tim Foster, President

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF MESA         )

The foregoing instrument was acknowledged before me this 6 day of November, 2017, by Tim Foster, the President of SL Ventures, Inc. who is personally known to me.

My Commission expires: 03/30/2018  
Witness my hand and official seal.

  
Marianne Mercado  
Notary Public

THIS DEED IS BEING RE-RECORDED TO CORRECT THE SPELLING OF THE GRANTOR'S NAME IN THE DEED RECORDED AT RECEPTION NUMBER 2810315 OF THE RECORDS OF MESA COUNTY, COLORADO

MARIANNE MERCADO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20104009287  
MY COMMISSION EXPIRES MARCH 30, 2018

**Horizon Villas Subdivision**  
**Rezone**  
**December 19, 2019**  
**General Project Report**

**Project Overview**

Margaret E Foster Family Partnership, LLLP presently owns the 2.2 acre parcel located at the NW corner of Horizon Glen Drive and Horizon Drive. It is currently zoned Planned Development, but without a plan the zoning is no longer valid. We are pursuing a rezone to R-8.

This is an infill project. It is abutting existing development on the west, vacant land on the north and east, and Horizon Drive abutting the south.

The Future Land Use promotes Neighborhood Center on this property. There are different zone options within a Neighborhood Center, but we are pursuing R-8 which is the lowest density zone allowed in Neighborhood Center.

**A. Project Description**

Location and Site Features

- The parcel is located at the NW corner of Horizon Glen Drive and Horizon Drive.
- There is a sewer main and water main in Horizon Drive.
- Surrounding land use /zoning is single family residence (R-4) to the west; Horizon Drive + multi-family residence (Horizon Towers zoned PD) to the south; vacant land (expired PD) to the east; and vacant land (R-8) to the north.
- There is currently an existing platted right-of-way (Horizon Glen Drive) which will be the primary access, and will stub to the north for future development. This road has not yet been constructed.
- The site currently slopes south east with a grade variation of 44 feet.

Existing Zoning

- The parcel is zoned PD, but has since expired.
- The proposed plan rezones to an R-8. This rezone meets the Future Land Use Plan requirement of Neighborhood Center.

**B. Public Benefit:**

- Infill development that utilizes existing infrastructure;
- Access and road interconnectivity to the property to the north;
- The efficient development of property adjacent to existing City services;

**C. Neighborhood Meeting**

A neighborhood meeting was held on Wednesday, December 11, 2019 at 5:30 p.m. About 20 neighbors attended the meeting. Neighborhood Meeting Notes are attached with this 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 single family residence (R-4) to the west; Horizon Drive + multi-family residence (Horizon Towers zoned PD) to the south; vacant land (expired PD) to the east; and vacant land (R-8) to the north.

### 3. Site Access and Traffic

There is currently not a built access, but there is an existing platted right-of-way (Horizon Glen Drive) which will be the primary access, but stub to the north for future development

### 4 & 5. Availability of Utilities and Unusual Demands

Sanitary Sewer: Sewer is provided by the City of Grand Junction. It is located in Horizon Drive.

Storm Sewer is provided by the City of Grand Junction via Horizon Drive. There is also a natural channel on the south end of the property.

Domestic water is provided by Ute Water via Horizon Drive.

### 6. Effects On Public Facilities

This addition of residential lots and the resulting new homes will have expected, but not unusual impacts on the fire department, police department, and the public school system.

### 7. Site Soils

This is not an issue for zoning, but will be addressed at time of subdivision.

### 8. Site Geology and Geologic Hazards

This is not an issue for zoning, but will be addressed at time of subdivision.

### 9. Hours of Operation N/A

### 10. Number of Employees N/A

### 11. Signage Plans N/A

### 12. Irrigation No

## **E. Development Schedule and Phasing**

- TEDs Exception - Winter 2020
- Submit rezone - December 2019
- Submit Major Subdivision Winter 2020
- Approval of both mid-March 2020
- Begin Construction summer of 2020. The project will be constructed in a single phase.

# HORIZON VILLAS NEIGHBORHOOD MEETING

## December 11, 2019 @ 5:30pm

### NOTES

A Neighborhood Meeting was held on December 11, 2019 regarding a proposed Rezone from PD to R-8 on a 2.2 acre piece of property at the NW corner of Horizon Glen Drive and Horizon Drive.

#### In Attendance:

Representatives: Todd & Crystal Larson (Larson Building Solutions )  
Ted Ciavonne (Ciavonne, Roberts & Associates Inc.)  
Scott Peterson (City of Grand Junction)

About 20 Neighbors attended the meeting and had the following comments and concerns:

- When a wetland study get done, when will be it available to look at? – At time of subdivision submittal.
- Is the entry road across from Horizon Towers? – Yes. It is an already platted ROW
- There are for sale signs on nearby property in this area. How does it fit in with this project? – Those for sale signs are not part of this project. The Larsons are only concentrating on this 2.2 acre parcel.
- Why does it have to be R-8? – Because it is zoned PD without a plan, it requires a rezone. The FLU is our guiding document and this area is under Neighborhood Center. Neighborhood Center gives you a few zoning options and R-8 is the lowest of the choices.
- Can you do one house? –yes.
- Worries about dramatically changing the value of the adjacent neighborhood. – Back when the Horizon Glenn subdivision was platted, this area was designated as multi-family.
- What's the difference between duplex and shared single family? Seems like the same thing, both share a wall. – Duplex shares a lot, shared single family have their own lot with a lot line through the share wall. Duplex are most likely renters, and shared single family are most likely owners.
- Will these look like the ones in Summer Hill Subdivision? – We are not that far along on architecture, but they will be smaller in size.
- What about erosion planning? Will the CORE get involved? – A wetlands specialist has been involved, but this is only for the Rezone. We will have to do all of the required environmental studies at time of subdivision.
- The city has that area at 6 units per acre, what does that mean to R-8? – It's the average. An R-8 can be a minimum of 5.5 to a maximum of 8 units per acre.
- What is the target income level for these? Our homes are 500-800k. – In the low 300k range.
- What is the square footage of these? – 1200-2000 sf.
- Can you tell me more about the road? – It was already platted at this location. It has to be built from Horizon Drive to the north property line to allow access for the northern R-8 piece.



- Would the city look at widening Horizon Drive? – So far, we have been told that Horizon Drive does not need to be widened because of this project.
- Is there a water engineer involved? The bottom three buildings look like they will be sitting in a swamp. (Adjacent neighbor had to put in French drains to manage water issues) – A geotechnical engineer will get involved for subdivision to do the initial study. Then a homeowner would need to do more testing.
- What do you do if they are unbuildable? – Either clustering to get out of the wetland area or pull out the unbuildable area out of the calculation for density.
- So you are allowed to rezone before doing any of the site plan studies? Does not make sense. – That is the current city process and how we have to do things.
- Concerned that it may take too much energy, money & time that it might hurt the quality of the home.
- Will these be two story? – No.
- Are these low income housing? – No.
- Will all of these studies be transparent? – Yes. After Rezone, once subdivision is submitted, everything will be available to the public at the city planning office.
- We don't believe that it will be possible to build those bottom homes. – We won't know until the studies are done.
- Does the city support this? – The zone is in conformance with the Future Land Use plan. It will still go to planning commission, but so far it meets the criteria.
- So do PDs have to be rezoned? – Not all the time. Some can get reestablished, but that is an entire process as well. This one expired and doesn't have a plan so it needs to be rezoned.
- Can it be PD again? – It could be, but it would need to have major community benefit above and beyond the straight zone of an R-8.
- What kind of building can be on a PD? – PDs can potentially encompass all zones, but this one is a residential one. Single family/multi-family homes.
- Why can't it just be the same as Horizon Glen subdivision, an R-4? – Because of the Future Land Use. This area is in the Neighborhood Center and R-8 is the lowest.
- So the city is going through an entire plan change, but going to allow these rezones? – The process takes a year and a half
- So PD is any type of residential? – It has to be designated to something. Your PD was designated single family and this piece was multi-family, but has since expired.
- Any water rights? – No. Will mostly be xeriscape with domestic.
- This is concept 2. Are there other concepts? – There were, but just different layouts. There was no change in density.
- How far out do send out cards? – 500 feet.
- Concerned about wildlife. Does the Division of Wildlife get involved? – They are one of the review agencies.
- So these residences will have an 8 story building looking down on them. Something to think about – That's for potential owners to decide.
- Some subdivisions have put in overflow ponds. Is that a city requirement or..? – This subdivision will have to do detention and/or water quality. Up to the city engineers to decide what is needed.

\* The takeaway: Neighbors are very opposed to the density, concerned about possible wetlands and the potential danger to the current wildlife habitat.

# SIGN-IN SHEET

## HORIZON VILLAS NEIGHBORHOOD MEETING

Wednesday December 11, 2019 @ 5:30pm

FOR: Rezone/Subdivision

NAME ADDRESS PHONE # OR EMAIL

TED CRAWFORD 222 N. 7th ted@crawford.com

Lily + Bill Fitch 3760 Horizon Glen lfitch50@gmail.com

ED + Diana RAFF 3710 Horizon Glen Bill @ fitchcpa.com

Lesley Penoyer + Jason Mcglynn 3805 Horizon Glen dkruff55@charter.net

Winnie McCauley + Michael Strange 3845 " " JBM127@MSU.COM  
lauriemccauley1@msu.com

LESLIE REQUIST 689 Tilmann Drive patanaleskiemyles@outlook.com

Kevin Triplett 3740 HORIZON CT. triplettmusclecars@bresnan.net

Joe + Stephanie Graham 3720 Horizon Glen Ct stephaniesauvage@hotmail.com

Ché Boy-Matar 3830 Horizon Glen Ct. cboyatar@gmail.com

Linda Schave 1111 Horizon Dr. #608 G.T.

Jan Cartledge 1111 Horizon DR #504 "

Leonard + Rhynne Harvey 699 Round Hill Dr GJ 81506

Susan + Mark Madison 3840 Horizon Glen Ct. madison.m@bresnan.net

Dale P. Reece 1111 Horizon Drive 511 DReece@CrossroadFitness.com  
970754-0606

# SIGN-IN SHEET

## HORIZON VILLAS NEIGHBORHOOD MEETING

Wednesday December 11, 2019 @ 5:30pm

FOR: Rezone/Subdivision

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE # OR EMAIL</u>
SCOTT PETERSON	CITY PLANNING	SCOTT@GTCITY.ORG

December 1, 2019

Larson Building Solutions

Todd and Crystal Larson

City of Grand Junction

Re: Rezone application Horizon Villas Subdivision

As the Homeowners Association of Horizon Glen Court we are expressing our concerns and opinions to the "Proposed" Rezone application Horizon Villas Subdivision as follows:

Changing the zoning would be inconsistent with the residential character of the neighborhood. We are a single family home development with property values running from \$450,000 to \$800,000.

The current zoning of PD is not an error at the time of adoption of the parcel as the neighborhoods on the west side of Horizon Drive are primarily individual single family homes.

The Grand Junction City Comprehensive plan currently shows this proposed location as a 4-8 DU/Acre RM. Understanding the necessity of the Comprehensive Plan for the future of Grand Junction, we would like to see this area as low DU as possible so that the natural environment does not change as drastically as a rezoning to R8 would cause.

There are many animals in the area that would be terminated should a rezone to R8 go through as their habitat would be destroyed as well as their water source of survival.

We believe the area of Parcel Number 2945-021-13-037 contains jurisdictional wetlands per the Corps of Engineers. The lands in this area are very marshy. Since development of the current Horizon Glen Court area to the East side had to build containing walls and other sources of construction due to the water table in the area. A change to the current water sources could cause immense problems for these families.

The social impact would be distinctly adverse to the immediate sphere of the area.

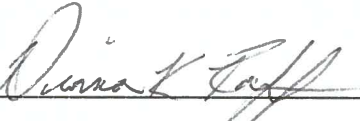
Traffic on Horizon Drive would be impacted by the additional 16 families in the area as there is only one way in and one way out. This area of entry is difficult for our subdivision and would cause more potential accidents as the area is known as a speeding location for drivers at over 40 mph.

In addition, it is requested that the Migratory Bird Treaty Act of 1918 be observed during any development of land on this parcel.

Respectfully Submitted by:

  
\_\_\_\_\_

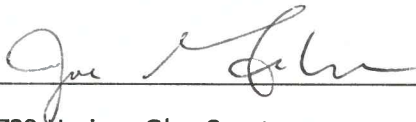
Jason McGlynn – Horizon Glen Court Homeowners Association President

  
\_\_\_\_\_

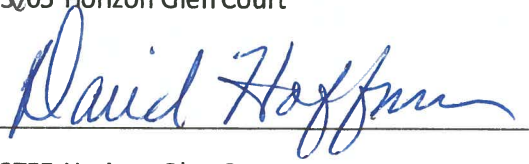
3710 Horizon Glen Court

  
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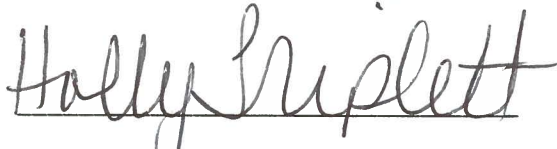
3705 Horizon Glen Court

  
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3720 Horizon Glen Court

  
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3755 Horizon Glen Court

  
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3740 Horizon Glen Court

  
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3825 Horizon Glen Court

  
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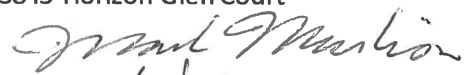
3760 Horizon Glen Court

  
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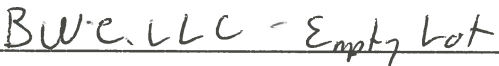
3835 Horizon Glen Court

  
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3810 Horizon Glen Court

  
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3845 Horizon Glen Court

  
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3820 Horizon Glen Court

  
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3840 Horizon Glen Court

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3830 Horizon Glen Court

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3735 Horizon Glen Court

  
\_\_\_\_\_

3805 Horizon Glen Court

December 11, 2019

Larson Building Solutions

Todd and Crystal Larson

City of Grand Junction

Re: Rezone application Horizon Villas Subdivision

As a homeowner that would be directly affected by the proposed R-8 rezoning and by the development of the property behind my house, I have several comments that I would like to address as well as questions:

- 1) I would like to put on record that I do not want this rezoning to go through. After research with my realtor, it is my belief that if townhomes are put in that area, it would bring down the value of my property as the area on the west side of Horizon Drive is primarily single family residences and which makes me believe this parcel is being handled as a spot zone at least on the west side of Horizon Drive.
- 2) After discussion with our contracted consultant, Dr. Mike Villa, it is believed that the property owner will have to go through formal reviews from three different federal agencies to obtain permits to develop this particular area as it is adjacent to lot #18 that was identified as jurisdictional wetlands. Dr. Villa can address this further in his report to you.
- 3) Since item 2 is in effect, my question is, will the City of Grand Junction wait till all formal review approvals have been received prior to approving any kind of rezoning?
- 4) What provisions will be made to the families south of my home as they have encountered difficulty with water issues in their homes?
- 5) I have great concern as to the traffic impact of additional development in our area as Horizon Drive is a speedway many people use. There is particular concern as turning into our street, Horizon Glen Court and the turning into the potential Horizon Glen Drive with the curve on Horizon Drive, makes it more susceptible to accidents.
- 6) I am concerned to the wildlife in the area. We have seven fox families, several deer and migratory birds in the area...what provisions are being made for their survival?

Respectfully submitted....



Lily Fitch  
3760 Horizon Glen Court  
Grand Junction, Co.













**NATURETECH CONSULTANT SERVICES CORP.**

**PO Box 86, Molina, CO 81646**

**(970) 250-5486 ~ email [mjvilla1@mac.com](mailto:mjvilla1@mac.com)**

Lily, per the request of your Homeowners Association (HOA) to review the proposed conceptual design of the subject parcel known as "Parcel No 2945-021-13-037 (Horizon Glen Sub (14.77)). The subject parcel is a 2.22-acre parcel of land located near Horizon Drive and Horizon Glen Court. The subject parcel will be accessed from Horizon Drive and located on a future planned road known as Horizon Glen Drive. The subject parcel is currently vacant but is being considered for rezoning from Planned Development (PD) to (R-8) zoning. Per your request to review the potential environmental impacts associated with a conceptual design of a Planned Development at the site on the environmental resources in the area, I offer the following comments and analysis. The analysis of the site is based on the following information.

- Documentation provided to me by your association
- Aerial photography from the City of Grand Junction GIS Community Development Map
- Mesa County GIS Map
- United States Fish and Wildlife (USFWS)– National Wetland Inventory Map (NWI)
- Phone Conversation with United States Army Corps of Engineers (USACE) Acting Office Chief, Grand Junction – Travis Morse
- United States Bureau of Land Management (BLM)Map for Grand Junction Resource Area.
- My personal familiarity with the area in completing nearly 30 years of land use review in and near the area.

I offer the following specific comments as they relate to the potential environmental constraints currently existing at the subject property.

**USFWS/USACE Concerns:**

The subject parcel, shown in Figure 1, while not being formally mapped within the extent of the current NWI map, logically forms a connection with the existing NWI mapping (Figure 2). In addition, in 1996, Lot 18 Parcel No. 2945-021-13-038 (Figure 2) a formal "Jurisdictional Determination" was completed by Randy Snyder of the USACE and documented under PM No. 199675444. The wetlands identified as a result of that effort are supported hydrologically through both surficial and subsurface connections via unnamed tributaries to Leach Creek (Figure 3). In addition, the confluence of a larger unnamed tributary and Leach Creek are located immediately proximal to the intersection of Horizon Drive and Horizon Glen Court (Figure 4). Any development application contemplating disturbance of this site will require consultation with the USFWS by proxy through the USACE with respect to the "Clean Water Act".

Based on my review of the current mapping, data provided by you of the adjacent property and understanding of the watershed connectivity in the area, additional wetland permitting by the

applicant will likely be necessary. Impacts to the wetland resource may be significant on the site as it appears the parcel is significantly constrained by the extent of wetlands in the area. The amount of impact will dictate the level of permitting required for any development application.

Prior to formal planning of the site, a jurisdictional determination should be required to assure that impacts to Wetland and Waters of the United States (WOTUS) are considered. This will help with the development application process, because impact avoidance and minimization are a necessary component of the wetland permitting process.

As you are probably aware, any development application will also need to be reviewed with respect to the wildlife resource that exists on the site. The Colorado Division of Wildlife is tasked with the administration of both game and non-game species within the state. As such, they should be contacted to provide comment regarding the significance of maintaining movement corridors for wildlife species within the urban context. Living in the area, you have shown me in photos and told me stories of the wildlife that use the area. Open spaces within the context of urban environments are important habitat for wildlife that use them. With any development application, robust, mitigation measures specific to wildlife concerns should be developed. This should be done in order to minimize impacts to the wildlife resources that currently exist at the site. Design criteria such as density, fencing, landscaping, lighting, noxious weed plan, and nuisance wildlife measures should be incorporated in any planning effort. A general site plan with proposed features as well as improvements, construction documents and planting plans so that potential wildlife impacts can be considered is also advised.

These comments provide a general overview of the potential effects to natural resources in the area. Until a more detailed plan is proposed it is difficult to quantify the extent of the potential impacts that may occur as a result of implementation of that plan. Please let me know if you have additional questions regarding these comments.

Sincerely,

Dr. Michael J. Villa

NatureTech Consultant Services



Figure 1. Subject Parcel 2945-021-13-037 – Lot 17. Horizon Glen Subdivision  
City of Grand Junction GIS Mapping



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Figure 2. National Wetlands Inventory Map

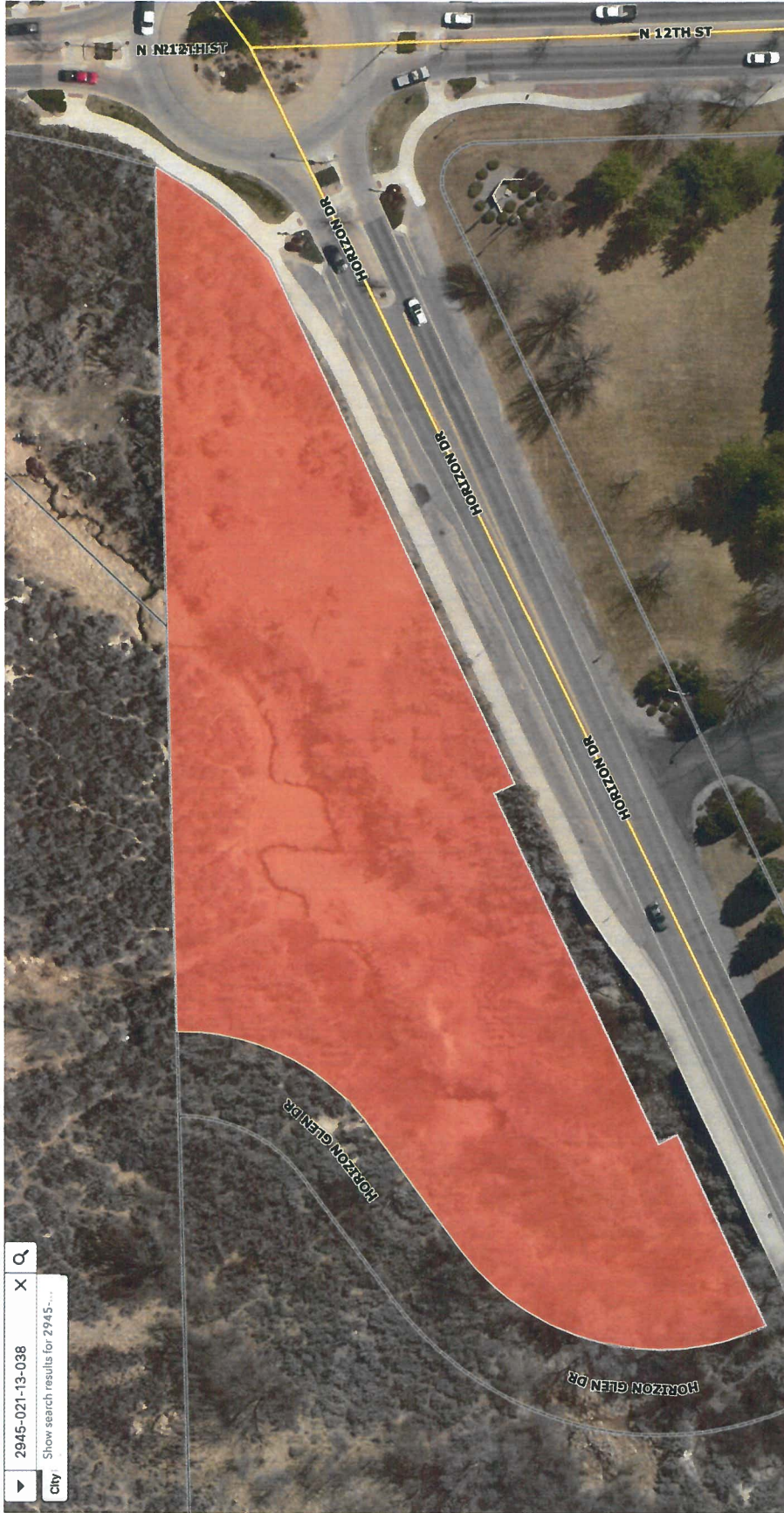


Figure 3. Lot 18 Horizon Glen Subdivision (USACE 199675444)  
City of Grand Junction GIS Mapping



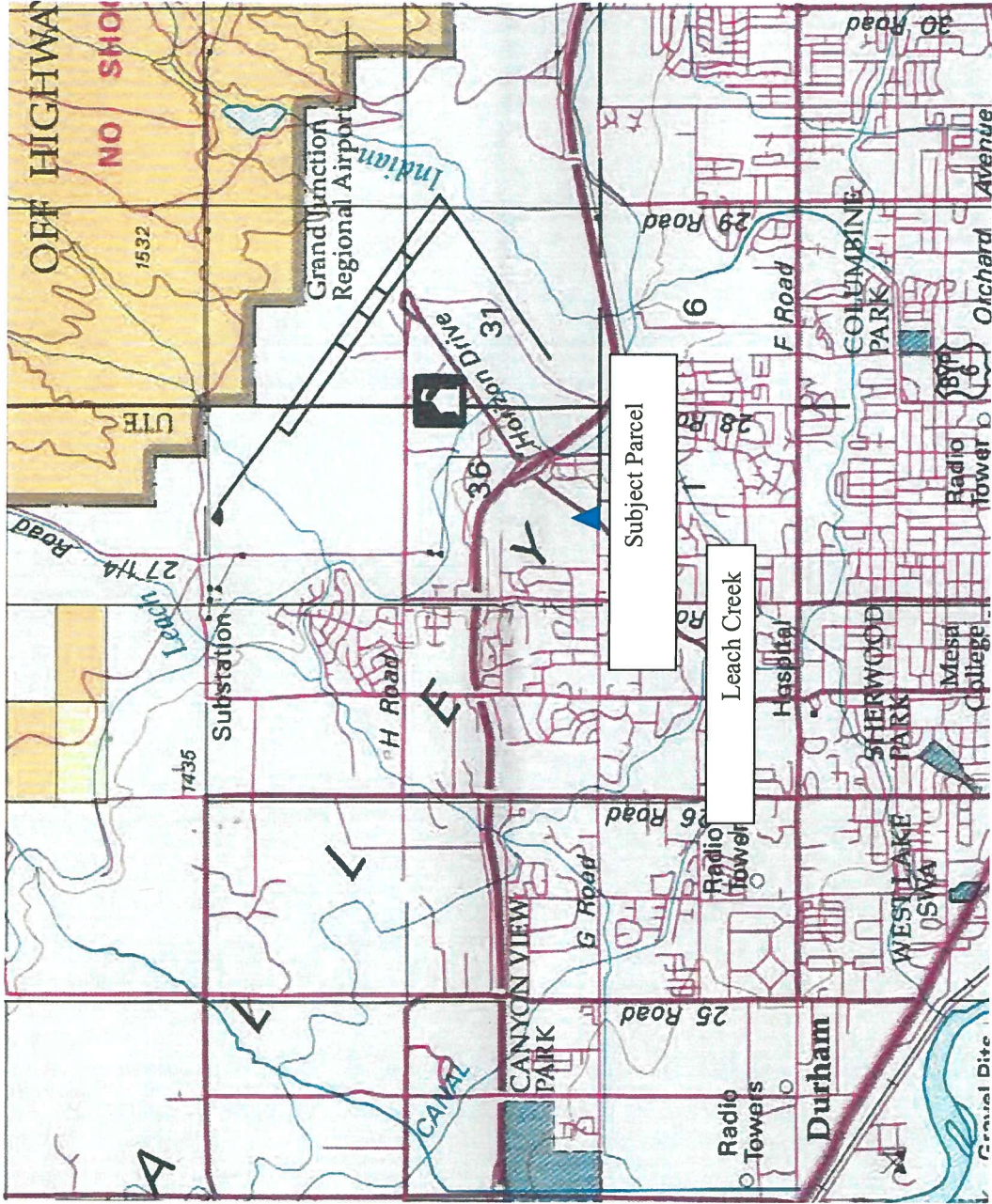


Figure 4. BLM Resource Conservation Area Map

**Principal Scientist**

PO Box 86, Molina, CO 81646  
(970) 250-5486, mjvilla1@mac.com

**Fields of Competence**

- Resource Conservation Banking
- Resource Conservation Trading Systems
- Wetland Plant Ecology and Management
- Wetland Restoration and Mitigation
- Wildlife Habitat Assessment and Restoration
- Habitat Monitoring and Classification
- Technical Writing
- Environmental Permitting Regulatory Specialist
- NEPA / Biological Resources Reports
- Project Management
- Vegetative Surveys
- Experimental Design

**Education**

- Ph.D. Ecology – Kaplan University, New York
- M.S. Range Ecology – Colorado State University, Colorado.
- B.S. Wildlife Biology, emphasis Conservation Biology, – Colorado State University , Colorado.

**Professional Summary**

Dr. Michael J. Villa is a principal of NatureTech Consultant Services Corp. Environmental operating in Grand Junction, Colorado. Dr. Villa is the owner and operator of NatureTech Consultant Services Corp. He has 29 years of experience as a practicing professional wildlife biologist and range conservationist. His education includes a B.S. in Wildlife Biology, M.Sc. in Range Ecology, and PhD in Ecology. He has worked for the US Forest Service in multiple jurisdictions in Colorado and Wyoming as a professional wildlife biologist and range conservationist. He has also worked in Pitkin County (Aspen, CO) as a wildlife biologist and wetland coordinator. He maintains certifications as a wetland delineator, a green consultant through the Green Business League (GBL) and a pesticide applicator license through EPA. Because of extensive experience with many of the land agencies in western Colorado, he maintains excellent working relationships with the regulatory community and their offices (i.e., CDOW, USFS, BLM, ACOE).

In 1995, Michael formed NatureTech Consultant Services specializing in land use review related to wetland delineation, permitting, and banking. He has completed extensive work in wildlife review, BA/BE preparation and consultations associated with Sections 7 and 10 of the endangered species act, and has wide experience in vegetation analysis and wildlife habitat assessment. He has completed extensive training and implementation of wetland delineation, permitting, mitigation, and restoration as well as 404 permitting and habitat enhancement in Colorado and was the project manager for five wetland mitigation banks. Through his experience Michael has become proficient with complex site review and regulatory procedures. His primary area of interest is in developing resource credit markets in the Rocky Mountain States including Colorado, New Mexico, Montana, Utah and Wyoming. He has completed exhaustive review of wetland and resource mitigation bank across the US both personally and for the US Army Corps of Engineers.

He is a past member of the board of trustees for the Aspen Center for Environmental Studies where he acted as the co-chairman of the land management committee. He and his wife are owners of Springwater Ranch Wetland Mitigation Bank, which services Mesa, and portions of Delta and Garfield Counties in western Colorado.

**Representative Projects**

- **Stillwater Ohio Creek Wetland Mitigation Bank, Gunnison County, Colorado.** Project manager and lead wetland consultant for development of the first wetland mitigation bank in western Colorado. Prepared, submitted and gained successful certification of a 126 acre wetland mitigation bank in Gunnison Colorado. Certification was granted after 2 full years of planning and negotiating with a Mitigation Bank Review Team comprised of US Army Corps of Engineers, US EPA, US Fish and Wildlife Service, US Natural Resource Conservation Service, and Colorado Division of Wildlife. The wetland mitigation Bank was established under the 1995 Guidance on the Use and Establishment of Wetland Mitigation Banks. Tasks included baseline inventory, wetland functional assessments, jurisdictional determination, detailed wetland development plan, real estate provision, and credit and debiting procedures. In addition, on-going tasks have included the implementation of the plan and full construction, monitoring, maintenance and operations management of the mitigation bank.

- **Finger Rock Preserve Wetland Mitigation Bank, Routt County, Colorado.** Project manager and lead wetland consultant for development of the largest wetland mitigation bank in western Colorado. Prepared, submitted and gained successful certification of a 255 acre wetland mitigation bank in Routt County, near Steamboat Springs Colorado. Certification was granted after 2 full years of planning and negotiating with a Mitigation Bank Review Team comprised of US Army Corps of Engineers, US EPA, US Fish and Wildlife Service, US Natural Resource Conservation Service, and Colorado Division of Wildlife. The wetland mitigation Bank was established under the 1995 Guidance on the Use and Establishment of Wetland Mitigation Banks. Tasks included baseline inventory, wetland functional assessments, jurisdictional determination, detailed wetland development plan, real estate provision, and credit and debiting procedures. Tasks included the implementation of the plan construction oversight and development of monitoring procedures at the mitigation bank.
- **Springwater Ranch Wetland Mitigation Bank, Mesa County, Colorado.** Owner, project manager and lead wetland consultant for development of the wetland mitigation bank servicing Garfield, Mesa, and Delta Counties in western Colorado. Prepared, submitted and gained successful certification of a 60 acre wetland mitigation bank in Molina, Colorado. Certification was granted after 17 months of planning and negotiating with a Mitigation Bank Review Team. MBRT was comprised of US Army Corps of Engineers, US EPA, US Fish and Wildlife Service, US Natural Resource Conservation Service, Colorado Division of Wildlife. Tasks included full service turnkey organization and certification of the wetland mitigation bank. On-going tasks included the implementation of the plan, construction and operations management, monitoring maintenance of the mitigation bank including acting as transfer agent and negotiation of credit pricing strategy and sales closings.
- **Colorado Water Conservation Board Regional General Permit for Agricultural Water Development on Grand Mesa, Colorado.** Served as lead regulatory specialist for a two year feasibility study to determine the need for development of a US Army Corps of Engineers Regional General Permit. This project required significant public interaction including meeting facilitation with diverse interest groups such as environmental groups, forest users, ranchers, water providers, land management and regulatory agencies. Tasks included budget and contract administration, development of polls and surveys, coordination of agency personnel, interaction with government agencies, data review summary and presentation to Colorado River basin round table planning groups.
- **Bull Creek Reservoir Number 4.** Served as lead regulatory specialist for a two year planning team effort that culminated in the construction of a 256-acre feet expansion of a high elevation, high hazard dam. This project required negotiation of a complex US Army Corps of Engineers 404 Permit in coordination with the US Forest Service on an 1891 Access Easement and Special Use Permit. This project required significant regulatory and public interaction including meeting facilitation and high level negotiation between reservoir owners and the regulatory agencies responsible for management of the dam. Tasks included budget and contract administration, coordination of construction and agency personnel, interaction with government agencies, data review summary and presentation to both US Forest Service and US Army Corps of Engineers. Final certification of this project occurred in August of 2011.
- **Hunter Reservoir Environmental Impact Statement and 404 Permit.** Served as lead regulatory specialist responsible for the development of a complex 404 Individual Permit. The individual permit consisted of the review of 29 alternatives. Due to the complexity of this project, a new 404 (b)(1) process was established specifically to review alternatives associated with municipal and industrial water supply issues on the western slope of Colorado. This project required participation in high-level negotiations between the project proponent, (Ute Water Conservancy District) the US Forest Service, the Army Corps of Engineers, US Environmental Protection Agency and US Fish and Wildlife Service. Tasks included budget and contract administration, coordination of agency personnel, interaction with government agencies and team legal counsel, and the development of a new 404(b)(1) process matrix. The preliminary Least Environmentally Damaging Practicable Alternative (LEDPA) was identified in April 2012 with implementation of final LEDPA decision pending issuance of Final Environmental Impact Statement.

### Professional Affiliations and Training

Wildlife Society, member

Society of Wetland Scientists, member

National Association of Mitigation Bankers, member

# City of Grand Junction Review Comments

**Date:** January 13, 2020      **Comment Round No.** 1      **Page No.** 1 of 4  
**Project Name:** Horizon Villas Rezone      **File No:** RZN-2019-714  
**Project Location:** Horizon Glen Drive at Horizon Drive

Check appropriate  if comments were mailed, emailed, and/or picked up.  
**Property Owner(s):** Margaret E. Foster Family Partnership LLLP – Attn: Mike Foster  
**Mailing Address:** 301 E. Dakota Drive, Grand Junction, CO 81506  
 **Email:** [mfoster@cbcwest.com](mailto:mfoster@cbcwest.com)      **Telephone:** (970) 433-8374  
**Date Picked Up:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Representative(s):** Ciavonne Roberts & Associates – Attn: Ted Ciavonne  
**Mailing Address:** 222 N. 7<sup>th</sup> Street, Grand Junction, CO 81501  
 **Email:** [ted@ciavonne.com](mailto:ted@ciavonne.com)      **Telephone:** (970) 241-0745  
**Date Picked Up:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Developer(s):** Larson Building Solutions – Attn: Todd Larson  
**Mailing Address:** 2921 Crocus Street, Grand Junction, CO 81506  
 **Email:** [l Larsonbuildingsolutions@gmail.com](mailto:l Larsonbuildingsolutions@gmail.com)      **Telephone:** (970) 234-0258  
**Date Picked Up:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

## CITY CONTACTS

**Project Manager:** Scott D. Peterson, Senior Planner  
**Email:** [scottp@qjcity.org](mailto:scottp@qjcity.org)      **Telephone:** (970) 244-1447  
**Dev. Engineer:** Jarrod Whelan  
**Email:** [jarrodw@qjcity.org](mailto:jarrodw@qjcity.org)      **Telephone:** (970) 244-1443

# City of Grand Junction REQUIREMENTS (with appropriate Code citations)

## CITY PLANNING

1. Application is for a Rezone from PD (Planned Development) to R-8 (Residential – 8 du/ac) in anticipation of future residential development. Existing property is 2.22 +/- acres in size. Comprehensive Plan Future Land Use Map identifies the property as Neighborhood Center. The proposed R-8 (Residential – 8 du/ac) Zone District is an applicable zone district within the Neighborhood Center category. No additional response required.

**Applicant's Response:**

**Document Reference:**

## 2. Public Correspondence Received:

As of this date, City Project Manager has not received any additional public correspondence concerning the proposed rezone application, other than what was received at the Neighborhood Meeting. If any future correspondence is received, City Project Manager will forward to the applicant and representative for their information and file.

**Applicant's Response:**

**Document Reference:**

## 3. Planning Commission and City Council Public Hearings:

Planning Commission and City Council review and approval required for proposed Rezone request. City Project Manager will **tentatively** schedule application for the following public hearing schedule:

- a. Planning Commission review of request: February 25, 2020.
- b. First Reading of request by City Council: March 18, 2020.
- c. Second Reading of request by City Council: April 1, 2020.

Please plan on attending the February 25<sup>th</sup> Planning Commission meeting and the April 1<sup>st</sup> City Council Meeting. The March 18<sup>th</sup> meeting you do not need to attend as that is only scheduling the hearing date and the item is placed on the Consent Agenda with no public testimony taken. Both the February 25<sup>th</sup> and April 1<sup>st</sup> meetings begin at 6:00 PM at City Hall in the Council Chambers.

If for some reason, applicant cannot make these proposed public hearing dates, please contact City Project Manager to reschedule for the next available meeting dates.

Code Reference: Sections 21.02.140 of the Zoning and Development Code.

**Applicant's Response:**

**Document Reference:**

## **CITY DEVELOPMENT ENGINEER**

---

No Exceptions Taken.

**Applicant's Response:**

**Document Reference:**

## **CITY FIRE DEPARTMENT – Matt Sewalson – [mattse@gjcity.org](mailto:mattse@gjcity.org) (970) 549-5855**

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The Grand Junction Fire Department's Fire Prevention Bureau has no objections to the rezoning. All applicable Fire Codes will be addressed through a site plan review and building permit process. For questions call the Fire Prevention Bureau at 549-5800.

**Applicant's Response:**

**Document Reference:**

## **CITY ADDRESSING – Pat Dunlap – [patd@gjcity.org](mailto:patd@gjcity.org) (970) 256-4030**

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No comments regarding rezone.

**Applicant's Response:**

**Document Reference:**

# OUTSIDE REVIEW AGENCY COMMENTS

(Non-City Agencies)

**Review Agency: Mesa County Building Department**

**Contact Name: Darrell Bay**

**Email / Telephone Number: [Darrell.bay@mesacounty.us](mailto:Darrell.bay@mesacounty.us) (970) 244-1651**

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MCBD has no objections.

**Applicant's Response:**

**Review Agency: Xcel Energy**

**Contact Name: Brenda Boes**

**Email / Telephone Number: [Brenda.k.boes@xcelenergy.com](mailto:Brenda.k.boes@xcelenergy.com) (970) 244-2698**

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Xcel has no objections, however the Developer needs to be aware that at time of submitting an application with Xcel the following will be required and could happen:

1. Accurate BTU loads for the new homes will be required.
2. If determined by area engineer that reinforcement is needed to Xcel's gas main to support added loads from subdivision, said reinforcement will be at Developers expense.
3. Reinforcement costs are required to be paid prior to installation.
4. Tariff changes have taken effect as of 10/1/2019 effecting the cost of subdivision and townhome lots averaging under 60'. They will have a standard cost per lot.

Completion of this City/County review approval process does not constitute an application with Xcel Energy for utility installation. Applicant will need to contact Xcel Energy's Builder's Call Line/Engineering Department to request a formal design for the project. A full set of plans, contractor, and legal owner information is required prior to starting any part of the construction. Failure to provide required information prior to construction start will result in delays providing utility services to your project. Acceptable meter and/or equipment locations will be determined by Xcel Energy as a part of the design process. Additional easements may be required depending on final utility design and layout. Engineering and Construction lead times will vary depending on workloads and material availability. Relocation and/or removal of existing facilities will be made at the applicant's expense and are also subject to lead times referred to above. All Current and future Xcel Energy facilities' must be granted easement.

**Applicant's Response:**

**Review Agency: Ute Water Conservancy District**

**Contact Name: Jim Daugherty**

**Email / Telephone Number: [jdaugherty@utewater.org](mailto:jdaugherty@utewater.org) (970) 242-7491**

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- No objection to rezone.
- ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY.
- If you have any questions concerning any of this, please feel free to contact Ute Water.

**Applicant's Response:**

**Review Agency: Grand Valley Water Users**  
**Contact Name: Kevin Conrad**  
**Email / Telephone Number: [office@gvwua.com](mailto:office@gvwua.com) (970) 242-5065**

---

As stated in the General Project Report there is no irrigation water available. Grand Valley Water Users Assoc. have no further comment on the rezone.

**Applicant's Response:**

**Review Agency: Colorado Parks and Wildlife**  
**Contact Name: Albert Romero**  
**Email / Telephone Number: [albert.romero@state.co.us](mailto:albert.romero@state.co.us) (970) 216-3847**

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CPW finds the impacts to wildlife to be negligible due to the location and type of project proposed. See attached letter for additional background information.

**Applicant's Response:**

## **REVIEW AGENCIES**

**(Responding with "No Comment" or have not responded as of the due date)**

**The following Review Agencies have responded with "No Comment."**

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1. N/A.

**The following Review Agencies have not responded as of the comment due date.**

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1. N/A.

The Petitioner is required to submit electronic responses, labeled as "**Response to Comments**" for the following agencies:

1. N/A.

Date due: **N/A. Application will proceed to public hearing schedule.**

Please provide a written response for each comment and, for any changes made to other plans or documents indicate specifically where the change was made.

**I certify that all of the changes noted above have been made to the appropriate documents and plans and there are no other changes other than those noted in the response.**

---

**Applicant's Signature**

---

**Date**



# COLORADO

## Parks and Wildlife

Department of Natural Resources

Northwest Regional Office  
711 Independent Avenue  
Grand Junction, CO 81505

1/3/2020

Scott Peterson  
City of Grand Junction  
250 N 5th Street  
Grand Junction, CO 81501

RE: Horizon Villas Rezone - RZN-2019-714

Dear Mr. Peterson,

Colorado Parks and Wildlife (CPW) has reviewed the project submittal to rezone parcel number 2945-021-13-037 from Planned Development to Residential-8. CPW is aware of the project, and notes that the parcel proposed for rezone is located within a developed portion of the City of Grand Junction.

Due to the location and the type of project proposed, CPW finds the impacts to wildlife to be negligible.

Colorado Parks and Wildlife appreciates the opportunity to comment on this project. If there are any questions or need for additional information, don't hesitate to contact District Wildlife Manager, Albert Romero at 970.216.3847.

Sincerely,

Albert Romero

District Wildlife Manager  
Colorado Parks and Wildlife  
711 Independent Ave.  
Grand Junction, CO 81505

cc. Kirk Oldham, Area Wildlife Manager  
File





# HORIZON GLEN SUBDIVISION AS AMENDED

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, S.L. VENTURES, INC., A COLORADO CORPORATION IS THE OWNER OF THAT REAL PROPERTY LOCATED IN THE CITY OF GRAND JUNCTION, (BOOK 1837 PG 337-339) COUNTY OF MESA, STATE OF COLORADO, AND BEING SITUATED IN THE SE 1/4 NE 1/4 SECTION 2, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN AND A PART OF THE REPLAT OF LOT 2 FOSTER SUBDIVISION, AS RECORDED IN PLAT BOOK 14, PAGE 22, SAID PROPERTY AS SHOWN ON THE ACCOMPANYING PLAT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST ONE QUARTER NORTHEAST ONE QUARTER OF SECTION 2 (NW CORNER SE 1/4 NE 1/4), AND ASSUMING THE NORTH LINE OF THE SE 1/4 NE 1/4 OF SECTION 2 TO BEAR N 89°54'27" E, WITH ALL BEARINGS HEREIN RELATIVE THERETO; THENCE N 00°14'24" E 150.00 FEET; THENCE S 89°58'24" E 136.10 FEET; THENCE S 81°53'50" E 315.33 FEET; THENCE S 26°45'24" W 117.42 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF FOSTER SUBDIVISION; THENCE N 89°54'27" E 73.99 FEET ALONG THE NORTH LINE OF THE SE 1/4 NE 1/4 OF SECTION 2; THENCE S 00°05'34" E 145.00 FEET; THENCE S 35°39'47" W 153.42 FEET; THENCE S 00°03'22" E 60.57 FEET; THENCE N 89°53'28" E 870.51 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 27 ROAD; THENCE FOLLOWING SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT A DISTANCE OF 75.97 FEET (SAID CURVE HAVING A RADIUS OF 191.00 FEET, A DELTA ANGLE OF 22°47'20", THE CHORD OF WHICH BEARS S 40°31'10" W 75.47 FEET) TO INTERSECT THE NORTH RIGHT-OF-WAY LINE OF HORIZON DRIVE; THENCE S 66°17'20" W 956.83 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF HORIZON DRIVE; THENCE S 26°30'01" W 245.93 FEET; THENCE LEAVING SAID RIGHT-OF-WAY S 89°51'23" W 216.82 FEET; TO INTERSECT THE WEST LINE OF THE SE 1/4 NE 1/4 SECTION 2; THENCE N 00°01'17" E 990.54 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 14.34 ACRES MORE OR LESS.

THE SAID OWNERS HAVE CAUSED THE SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS HORIZON GLEN SUBDIVISION AS AMENDED, A SUBDIVISION OF A PART OF THE CITY OF GRAND JUNCTION, MESA COUNTY, STATE OF COLORADO.

THAT SAID OWNERS DO HEREBY DEDICATE AND SET APART ALL OF THE STREETS, ROADS AND R.O.W.'S AS SHOWN ON THE ACCOMPANYING PLAT TO THE CITY OF GRAND JUNCTION FOR THE USE OF THE CITY OF GRAND JUNCTION AND TO THE PUBLIC FOREVER, AND HEREBY DEDICATES TO THE PUBLIC UTILITIES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THE ACCOMPANYING PLAT AS PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, IRRIGATION AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, TELEPHONE LINES; TOGETHER WITH THE RIGHT TO TRIM INTERFERING TREES AND BRUSH; WITH PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION AND MAINTENANCE OF SUCH LINES. SUCH EASEMENTS AND RIGHTS SHALL BE UTILIZED IN A REASONABLE AND PRUDENT MANNER.

THAT ALL EXPENSES FOR STREET PAVING OR IMPROVEMENTS SHALL BE FURNISHED BY THE SELLER OR PURCHASER, NOT THE CITY OF GRAND JUNCTION.

THE UNDERSIGNED, IN RECORDING THE ACCOMPANYING PLAT DESIGNATES TRACT "A" AS A PRIVATE COMMON OPEN SPACE FOR THE COMMON USE AND ENJOYMENT OF THE HOMEOWNERS IN HORIZON GLEN SUBDIVISION AND ANY AND ALL PROPERTIES HEREAFTER ANNEXED TO AND BROUGHT UNDER THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS DATED October 16th 1992, AND RECORDED WITH THE CLERK AND RECORDER OF MESA COUNTY, COLORADO ON NOVEMBER 6 1992, IN BOOK 1864 PAGE 682, RECEPTION NO. 188581 (HEREINAFTER REFERRED TO AS THE DECLARATION). THE DESIGNATED PRIVATE COMMON OPEN SPACE IS NOT TO BE FOR USE BY THE GENERAL PUBLIC.

SAID DECLARATION IS HEREBY INCORPORATED INTO AND MADE A PART OF THIS PLAT.

IN WITNESS WHEREOF SAID OWNERS HAVE CAUSED THEIR NAMES TO BE HEREUNTO SUBSCRIBED THIS 11th DAY OF August A.D., 1992

S.L. VENTURES, INC. A COLORADO CORPORATION  
William E. Foster II  
WILLIAM E. FOSTER II, PRESIDENT

Timothy E. Foster  
TIMOTHY E. FOSTER, SECRETARY

STATE OF COLORADO

COUNTY OF MESA } SS  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11 DAY OF August A.D., 1992, BY WILLIAM FOSTER II, PRESIDENT AND TIMOTHY E. FOSTER, SECRETARY, S.L. VENTURES, INC.

10-9-93  
MY COMMISSION EXPIRES

Ann Bultoff  
NOTARY PUBLIC

## CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO

COUNTY OF MESA

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 11:15 O'CLOCK A.M. THIS 25th DAY OF May A.D., 1993, AND IS DULY RECORDED IN PLAT BOOK NO. 14 PAGE 226-28

CITY APPROVAL Reception # 1640185

THIS PLAT OF HORIZON GLEN SUBDIVISION AS AMENDED, A SUBDIVISION OF THE CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, IS APPROVED AND ACCEPTED ON THIS 25th DAY OF March, 1993

Mark Cochran  
CITY MANAGER  
Larry Turner  
DIRECTOR OF DEVELOPMENT

Paul White  
PRESIDENT OF COUNCIL  
George Don Newton  
CITY ENGINEER

Ron Halsey  
CHAIRMAN, PLANNING COMMISSION

## SURVEYOR'S CERTIFICATE

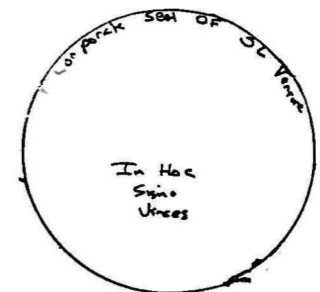
I, DENNIS W. JOHNSON, CERTIFY THAT THE ACCOMPANYING PLAT OF HORIZON GLEN SUBDIVISION AS AMENDED, A SUBDIVISION OF A PART OF THE CITY OF GRAND JUNCTION, COUNTY OF MESA HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS A FIELD SURVEY OF SAME. THIS PLAT CONFORMS TO THE REQUIREMENTS FOR SUBDIVISION PLATS SPECIFIED IN THE CITY OF GRAND JUNCTION ZONING AND DEVELOPMENT CODE AND APPLICABLE LAWS OF THE STATE OF COLORADO.

Dennis W. Johnson  
DENNIS W. JOHNSON, PROFESSIONAL SURVEYING SERVICES  
REGISTERED PROFESSIONAL LAND SURVEYOR L.S. 16835  
3-3-92 DATE



*Acco Approval required*

*TCP required - \$500 until it can be shown payment was made for Horizon Dr.*

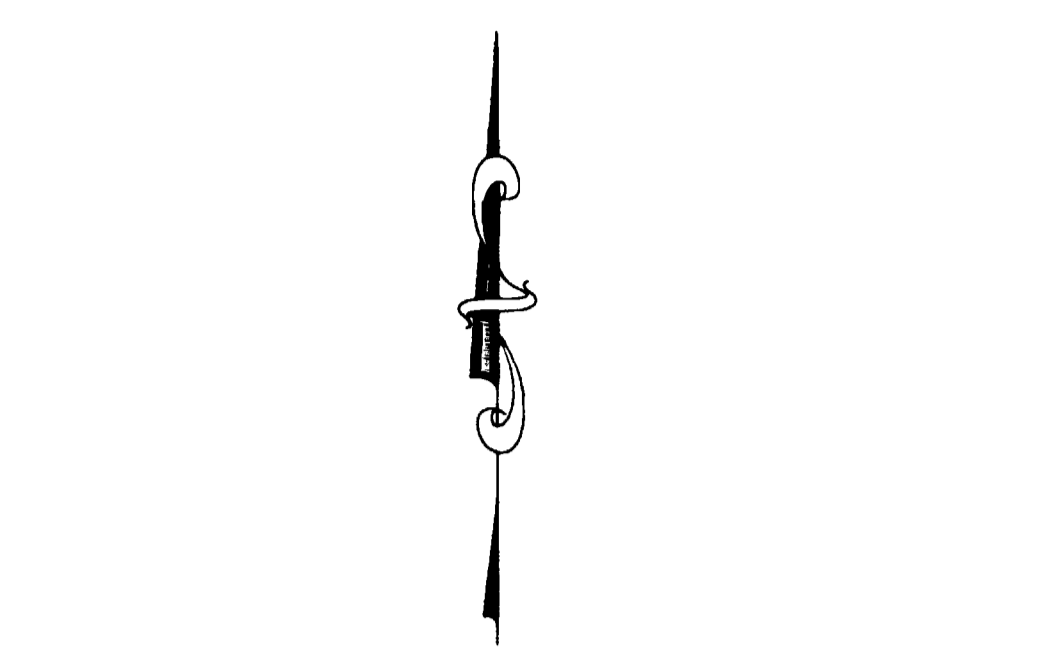
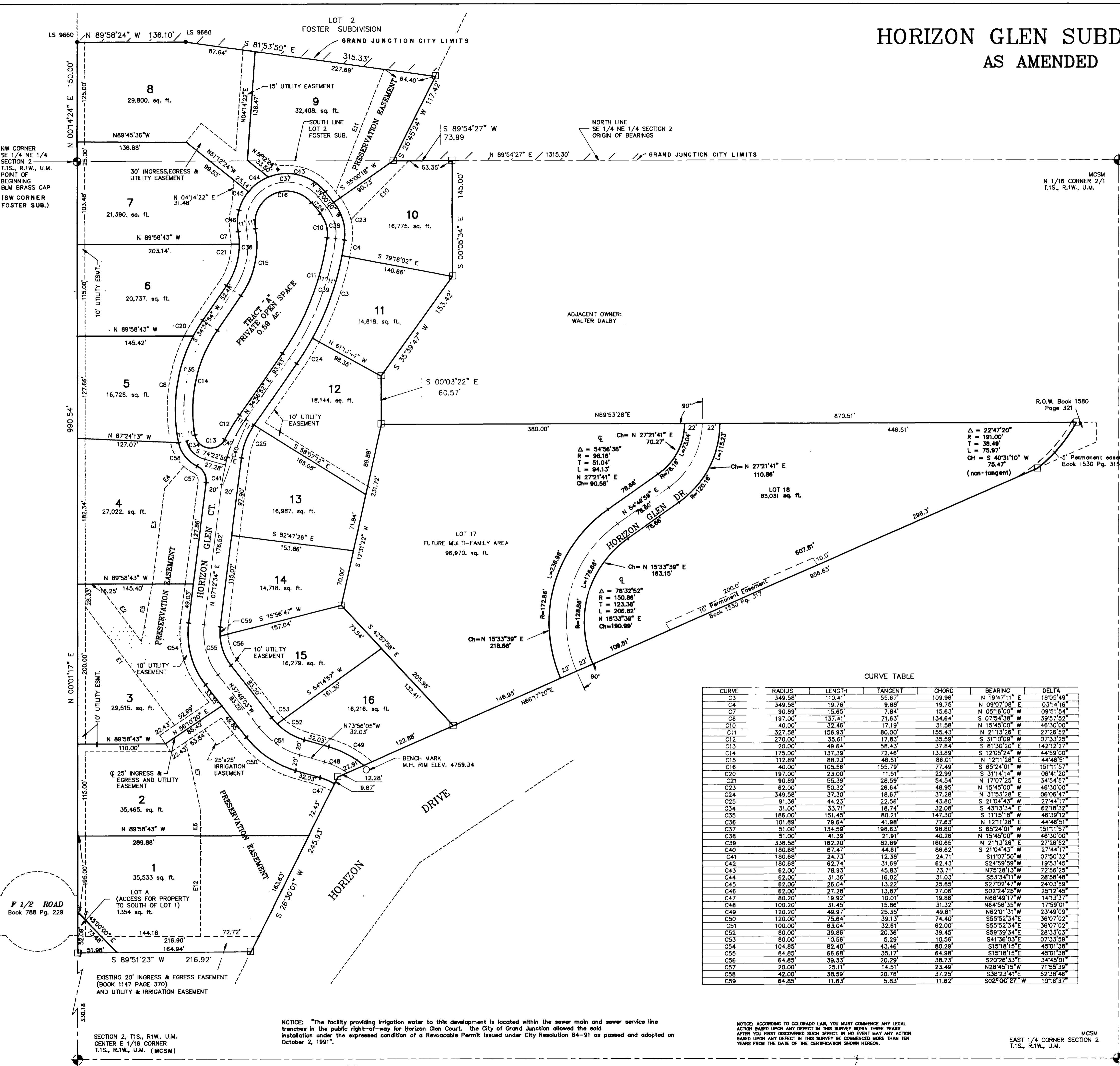


REVISED 2-27-92

SHEET 1 OF 2

**HORIZON GLEN SUBDIVISION**  
AS AMENDED  
Located in Part of the NE 1/4, Sec. 2, T.1S, R.1W, U.1M  
December 18, 1991  
GRAND JUNCTION, COLORADO  
PROFESSIONAL SURVEYING SERVICES  
GRAND JUNCTION, COLORADO  
(303) 241-3861

# HORIZON GLEN SUBDIVISION AS AMENDED



**BASIS OF BEARINGS**  
BASIS OF BEARINGS ASSUME THE BEARING ALONG THE NORTH LINE OF THE SE 1/4 NE 1/4 OF SECTION 2, BETWEEN THE NE 1/16 CORNER WHICH IS A 1988 BLM ALUMINUM PIPE, AND THE MCSM FOR THE NORTH 1/16 CORNER ON THE EAST BOUNDARY OF SECTION 2 TO BEAR N 89° 54' 27" E.

- LEGEND**
- MESA COUNTY SURVEY MONUMENT Jr BLM CAP
  - FOUND SURVEY MONUMENT
  - SET REBAR & ALUMINUM CAP SET IN CONCRETE BY PLS 16835
  - ⊥ SET #5 REBAR AND CAP AT ALL LOT CORNERS LS. 16835
- ROW = RIGHT-OF-WAY

**AREA SUMMARY**

AREA IN LOTS = 12.49 ACRES  
AREA IN ROAD = 1.26 ACRES  
AREA IN PRIVATE OPEN SPACE = .59 ACRES

**TABLE FOR PRESERVATION EASEMENT (See C.C. & R's)**

LINE	DIRECTION	DISTANCE
E1	N 36°51'52" W	186.04'
E2	N 36°51'52" W	90.00'
E3	N 07°12'34" E	120.00'
E4	S 41°17'32" W	36.62'
E5	S 11°00'29" W	73.35'
E6	N 00°00'00" E	33.59'
E7	S 12°29'18" E	85.55'
E10	N 44°40'08" E	103.78'
E11	S 21°46'25" W	165.39'
E12	N 00°00'00" E	126.64'

**CURVE TABLE**

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C3	349.58'	110.41'	55.67'	109.96'	N 19°47'11" E	18°05'49"
C4	349.58'	19.76'	9.88'	19.75'	N 09°07'08" E	03°14'16"
C7	90.89'	15.65'	7.84'	15.63'	N 05°18'00" W	09°51'54"
C8	197.00'	137.41'	71.63'	134.64'	S 07°54'36" W	39°57'52"
C10	40.00'	32.46'	17.19'	31.58'	N 15°45'00" W	46°30'00"
C11	327.58'	156.93'	80.00'	155.43'	N 21°13'28" E	27°28'52"
C12	270.00'	35.61'	17.63'	35.59'	S 31°10'09" W	07°33'25"
C13	20.00'	49.64'	58.43'	37.84'	S 81°30'20" E	142°12'27"
C14	175.00'	137.39'	72.46'	133.89'	S 12°05'23" W	44°59'00"
C15	112.89'	88.23'	46.51'	86.01'	N 12°11'28" E	44°48'51"
C16	40.00'	105.56'	155.79'	77.49'	S 65°24'01" W	151°11'57"
C20	197.00'	23.00'	11.51'	22.99'	S 31°14'14" W	06°41'20"
C21	90.89'	55.39'	28.59'	54.54'	N 17°07'25" E	34°54'57"
C23	62.00'	50.32'	26.64'	48.95'	N 15°45'00" W	46°30'00"
C24	349.58'	37.30'	18.67'	37.28'	N 31°53'28" E	06°06'47"
C25	91.36'	44.23'	22.56'	43.80'	S 21°04'43" W	27°44'17"
C34	31.00'	33.71'	18.74'	32.08'	S 43°13'34" E	62°18'32"
C35	186.00'	151.45'	80.21'	147.30'	S 11°15'18" W	46°39'12"
C36	101.89'	79.64'	77.63'	41.98'	N 12°11'28" E	44°48'51"
C37	51.00'	134.59'	198.63'	98.80'	S 65°24'01" W	151°11'57"
C38	51.00'	41.39'	21.91'	40.26'	N 15°45'00" W	46°30'00"
C39	338.58'	162.20'	82.69'	160.65'	N 21°13'28" E	27°28'52"
C40	180.68'	87.47'	44.61'	86.62'	S 21°04'43" W	27°44'17"
C41	180.68'	24.71'	12.38'	24.71'	S 11°07'50" W	07°50'32"
C42	180.68'	62.74'	31.69'	62.43'	S24°59'59" W	195°34'55"
C43	62.00'	78.93'	45.83'	73.71'	N75°28'13" W	72°56'25"
C44	62.00'	31.36'	16.02'	31.03'	S53°34'11" W	28°58'48"
C45	62.00'	26.04'	13.22'	25.85'	S27°02'47" W	24°03'59"
C46	62.00'	27.28'	13.87'	27.06'	S02°24'25" W	25°12'45"
C47	80.20'	19.92'	10.01'	19.86'	N68°49'17" W	141°33'37"
C48	104.85'	31.45'	15.96'	31.32'	N64°58'35" W	17°59'01"
C49	120.20'	49.87'	25.35'	49.61'	N62°01'31" W	23°49'09"
C50	120.00'	75.64'	39.13'	74.40'	S55°52'34" E	36°07'02"
C51	100.00'	63.04'	32.61'	62.00'	S55°52'34" E	36°07'02"
C52	80.00'	39.86'	20.36'	39.45'	S59°39'34" E	28°33'03"
C53	80.00'	10.56'	5.29'	10.56'	S41°36'03" E	07°33'58"
C54	104.85'	82.40'	43.46'	80.29'	S15°18'15" E	45°01'38"
C55	64.85'	64.85'	35.17'	64.98'	S15°18'15" E	45°01'38"
C56	64.85'	39.33'	20.29'	38.73'	S20°26'33" E	34°45'01"
C57	20.00'	25.11'	14.51'	23.49'	N28°45'15" W	71°55'39"
C58	42.00'	38.59'	20.78'	37.25'	S38°23'41" E	52°38'46"
C59	64.85'	11.63'	5.83'	11.62'	S02°00'27" W	101°6'37"

**NOTICE:** \*The facility providing irrigation water to this development is located within the sewer main and sewer service line trenches in the public right-of-way for Horizon Glen Court. The City of Grand Junction allowed the said installation under the expressed condition of a Revocable Permit issued under City Resolution 64-91 as passed and adopted on October 2, 1991.

**NOTICE:** 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 BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

EAST 1/4 CORNER SECTION 2  
T.I.S., R.1.W., U.M. MCSM

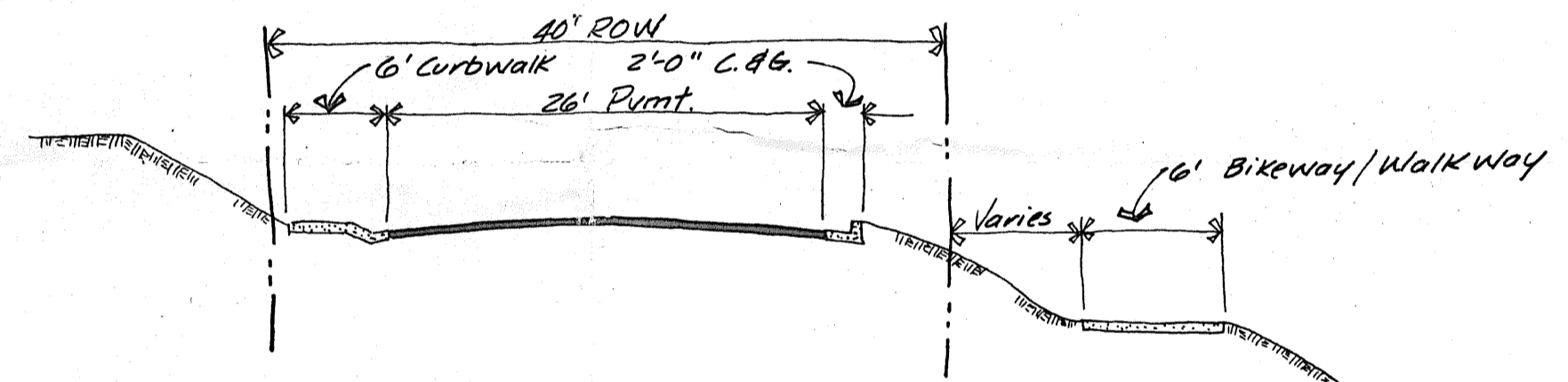
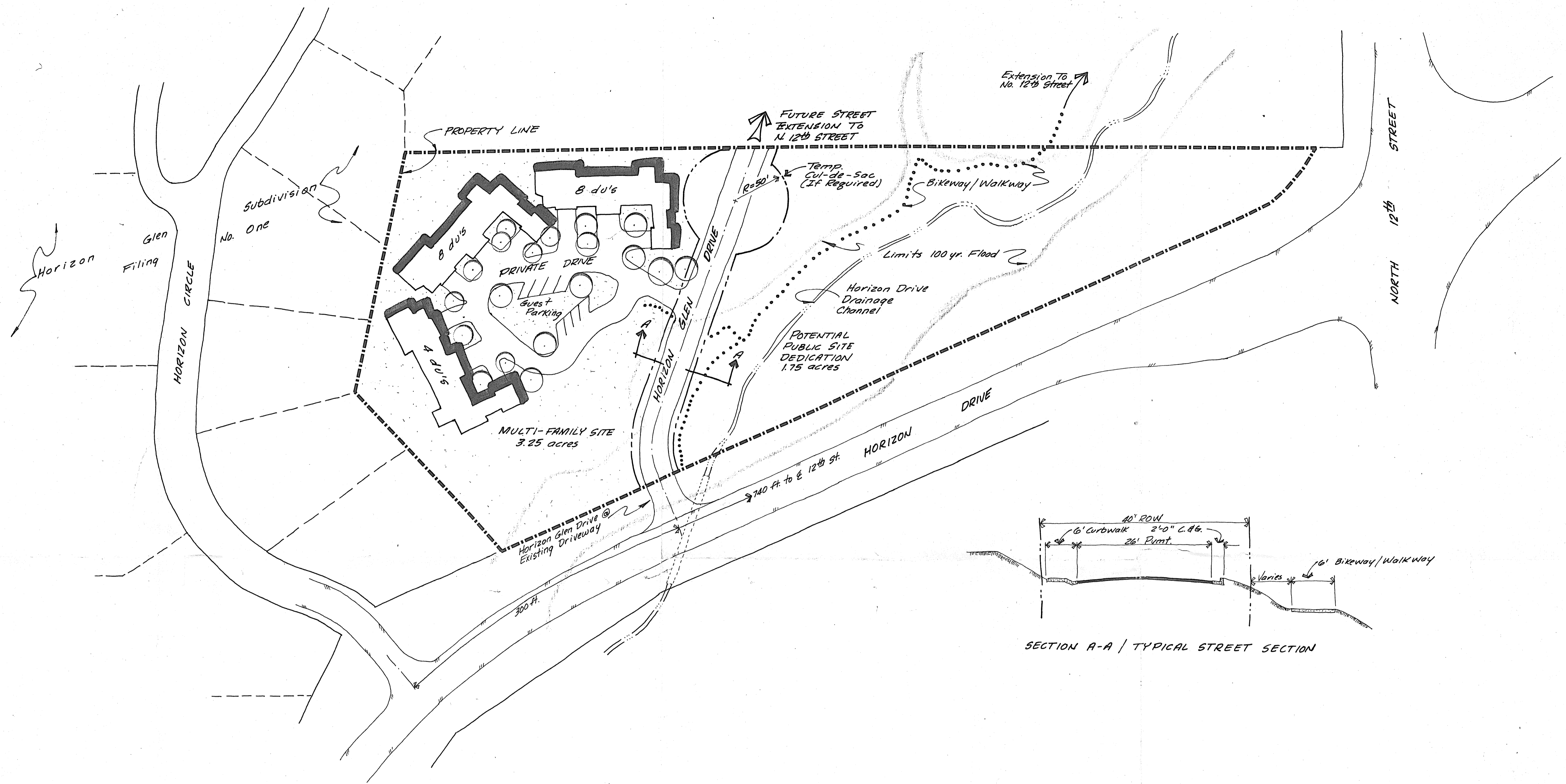
AMENDED: DECEMBER 19, 1991

SHEET 2 OF

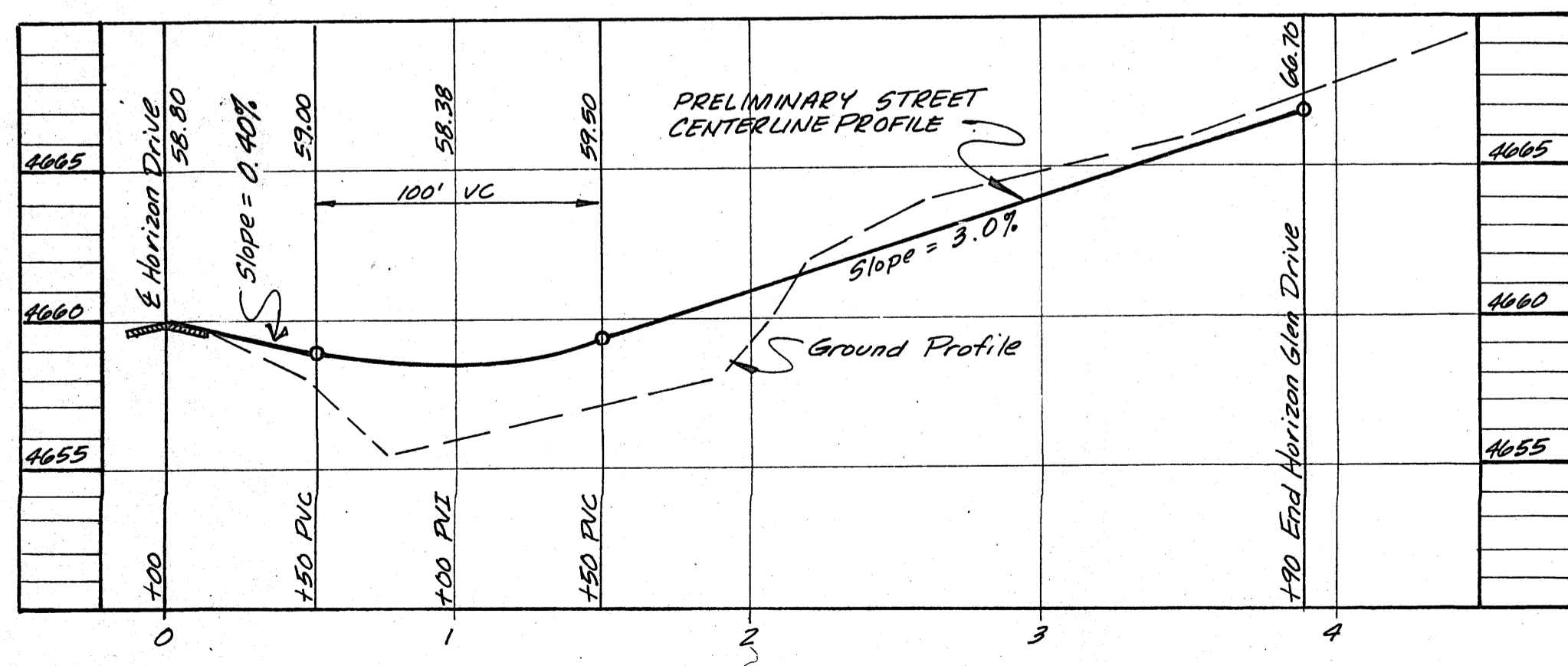
**HORIZON GLEN SUBDIVISION**  
AS AMENDED  
Located in Part of the NE 1/4, Sec. 2, T.1.S., R.1.W., U.M.  
August 28, 1991  
**GRAND JUNCTION, COLORADO**

**PROFESSIONAL SURVEYING SERVICES**  
GRAND JUNCTION, COLORADO  
(303) 241-3841

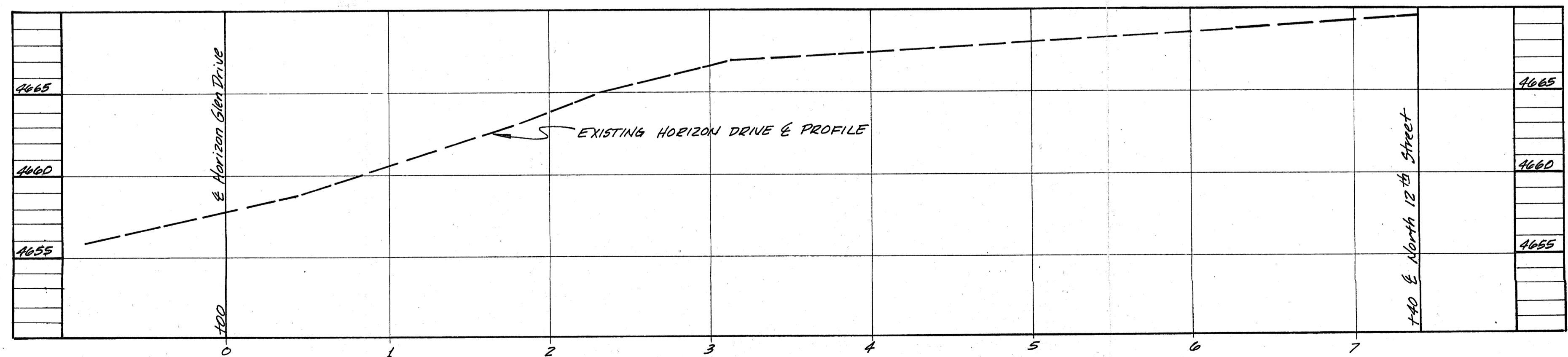
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SECTION A-A / TYPICAL STREET SECTION

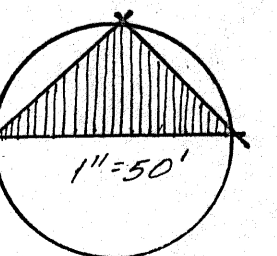


HORIZON GLEN PROFILE  
1" = 50' Horiz.  
1" = 5' Vert.



HORIZON DRIVE PROFILE  
1" = 50' Horiz.  
1" = 5' Vert.

OUTLINE DEVELOPMENT PLAN FOR: HORIZON GLEN FILING No. Two  
Grand Junction, Colorado



SECTIONS OF THE GRAND JUNCTION ZONING AND DEVELOPMENT CODE REGARDING SIGNS (PARKING) AND MISCELLANEOUS ADMINISTRATIVE PROCEDURES - (CONTINUED FROM MAY 15, 1991, AND JUNE 5, 1991)

AND

HEARING #5-91 - TEXT AMENDMENTS FOR 1991 - REQUEST TO REVISE CHAPTER 32, CODE OF ORDINANCES, SECTIONS 4-3-4, 5-5-1, AND 7-2-9 OF THE GRAND JUNCTION ZONING AND DEVELOPMENT CODE REGARDING THE USE/ZONE MATRIX (PARKING AND LOADING STANDARDS) AND ZONING DESIGNATIONS FOR THE NORTHWEST AREA THAT IS BEING ANNEXED - (CONTINUED FROM JUNE 5, 1991) - CONTINUED TO JULY 17, 1991.

City Attorney Wilson stated that the Code requires on these kinds of items that the Planning Commission first review them, make a recommendation when talking about text amendments to the Zoning Code. Due to the failure of a quorum at the July 2 Planning Commission meeting they were unable to meet, and therefore, there is no recommendation to bring to Council. Staff is going to recommend that these items be continued until the Planning Commission has had an opportunity to address them.

Upon motion by Councilman Theobald, seconded by Councilman McCurry and carried, the above items were continued to July 17, 1991.

HEARING #32-91 - PROPOSED ORDINANCE - HORIZON GLEN SUBDIVISION LOCATED ON THE NORTHWEST CORNER OF 12TH STREET AND HORIZON DRIVE. REQUEST FOR A FINAL PLAT AND FINAL PLAN FOR PHASE 1 FOR 17 SINGLE-FAMILY LOTS ON 9.7 ACRES; REQUEST FOR A REVISED OUTLINE DEVELOPMENT PLAN FOR PHASE 2 FOR 20 RESIDENTIAL UNITS ON 4.7 ACRES; AND A REQUEST FOR CHANGE OF ZONE FROM RESIDENTIAL SINGLE-FAMILY 4 UNITS PER ACRE (RSF-4) TO PLANNED RESIDENTIAL (PR) CONTINUED FROM JUNE 5, 1991.

The hearing was held for Horizon Glen Subdivision located on the northwest corner of 12th Street and Horizon Drive. This is a request for a final plat and final plan for Phase 1 for 17 Single-Family lots on 9.7 acres; request for a revised Outline Development Plan for Phase 2 for 20 residential units on 4.7 acres; and a request for change of zone from Residential Single-Family 4 units per acre (RSF-4) to Planned Residential (PR).

Bennett Boeschstein, Community Development Director, reviewed the petition. The major issue that is still unresolved is the second road off Horizon Drive. The petitioner has shown it on the Outline Development Plan as a dash line going north to the parcel just to the north. That is the extent of their commitment. They will show it on their Outline Development Plan. They do not want to deed it at this time. The Staff is recommending that they deed it at this time, deed it and have a survey as an unimproved road. That way there is a firm commitment to do it. He believed the property owner to the north is also requesting a deeded right-of-way rather than just a dash line on the Outline Development Plan. The parcel to the north that was in the County is in the process of

being annexed into the City. So the highest subdivision will be considered as a whole and will not be piecemealed. The other issues, the irrigation water, and they no longer want to use ditch water, that was in the original proposal, they were going to use ditch water and they were going to hold it in an irrigation pond. They are now proposing to use Ute Water for irrigation. Mr. Boeschstein said there needs to be a lot more detail on that. If they're going to irrigate the entire lot with Ute Water, the homeowners are going to be in for a rude awakening. He suggested that a small part of each lot be irrigated with Ute Water, but the rest be left to natural vegetation. In order to do that, they're going to have to re-write their covenants. And that brings us to the last two points. The covenants are incomplete and inadequate. The City Attorney has reviewed them and is not happy with them. There certainly should be a stipulation that the covenants be written to the satisfaction of the City Attorney. The final item: the height restrictions are vague and not enforceable the way they are written. It says "20 feet above ground level." What ground level? Is it the ground level before or after excavation. There's no way the Department can administer that. What they are now proposing, and what the Department would suggest, is "20 feet above the average ground level as surveyed in before the house lot is excavated." To summarize, Mr. Boeschstein reiterated the four points: (1) the road from Horizon Drive, (2) irrigation using Ute Water, (3) the covenants; and (4) building height.

City Attorney Wilson had talked with Tim Foster, one of the petitioners. He thought all of the points that Mr. Boeschstein made reference to in the covenants have been discussed. Mr. Foster is going to redraft them and ship them to Mr. Wilson who was comfortable with that, although irrigation limitations for limited areas were not an item that had been discussed. He asked if it was sufficient in the covenants, or are there areas of each lot that you would want to define as not being "bluegrass" or "irrigated?"

Mr. Boeschstein said that would be the best way of doing it; actually define it on each lot, and even on the plat as an area of nondisturbance and by covenant reference.

Mr. Tom Logue was present speaking on behalf of S.L. Ventures, of which two of the principals of the corporation were present, Bill and Tom Foster. In reference to the road access to the adjoining parcel to the north, Dalby property, the proposal has now been modified to a great extent since meeting with Council last month. Their proposal was to agree to a right-of-way dedication to what is Phase 2 on the Outline Development Plan. They have provided an access between their north property line and Horizon Drive, thus providing access to Dalby's property. They have never wavered from the fact as to whether or not that right-of-way should be dedicated. They feel it's important. They would like to look at having the ability to access this property north and east to 12th Street. The real question: when should the right-of-way be dedicated? In reviewing the land development code for the City of Grand Junction, it has some verbiage within the code that

describes what an Outline Development Plan is. It's general in nature. Its purpose is to generate input from technical review agencies, specifically with items of major concern, natural geologic hazards, flood area access problems and things of that nature. The Outline Development Plan also serves as a tool to notify those people in the neighborhood what the intentions of the property are in terms of the housing type or the intensity of development that is proposed. And finally it establishes some overall general design criteria in terms of areas that would be most suitable for open space, suitable for actual construction of buildings, as well as traffic circulation. So it's kind of a first step view, something you get out on paper, and generate comments from the public, the Staff and other review agencies. One of the reasons they preferred to defer the dedication of the right-of-way at this time is that they go through the process, this board, the Planning Commission, two of the planning staff members, the Engineering Department, the Public Works Department, Public Service, U.S. West, U.S. Army Corps of Engineers, and other agencies such as drainage and irrigation companies all get to take a shot at a preliminary plan and at the Outline Development Plan. So it's a somewhat changing, evolving, type of situation. If they were to dedicate a right-of-way at this time, Mr. Logue was confident that they would more than likely be back before this board with their preliminary final plan petitioning for a vacation or a relocation of that right-of-way once they received the detailed input from those agencies. They have not seen any definite plans as of this day to this position of the property or the development of the property. They are basically one step ahead of that property to the north at this time. The current procedures at a minimum would require two more public hearings before Planning Commission and the City Council prior to actual acceptance of a constructed roadway. Mr. Dalby's property has in excess of 1,000 feet of frontage on 12th Street, so by no means is it, they consider, a land-locked parcel. He does have access available to that. Mr. Logue noted that throughout the community there is, in the interest of planning in terms of inter-neighborhood connectors, there's little stub streets that maybe go a block or half a block from one lot to the development's property line, and then it sets that way for quite a few years until the adjoining property is developed. That allows things to fit together in terms of timing nature. Their proposal is much the same philosophy. They have communicated their proposal in writing to the petitioner's representative, and received responses back that indicate basically a rejection of the proposal. He quoted from a letter dated June 17th from Tim Foster to Richard Krohn (representing Mr. Dalby), that agrees to dedicate the right-of-way in the letter. There's a question of when, which they would go through in the normal process. One thing that's important that's in part of this letter, and he believed it is in the Staff file, says, "Furthermore, Mr. Dalby will participate equally in the planning and design of the roadway." They recognize his involvement, his interest in that, and they are encouraging him to participate in that process when they are ready to proceed with the various stages of development. Finally, we're talking about

timing. The petitioner does not have any definite development schedule for this particular parcel. Much as the case that existed with Phase 1, they do have some site constraints, traffic considerations, soil considerations, wetlands considerations, and floodplain. Because of some of the timing involved, a lot of times design standards change. It is their understanding that, for example, probably within the next few months or sometime this year the City will more than likely adopt a new set of road standards. In addition, to that there's an ongoing change, or appears to be, on the Federal level that relates to wetlands regulation. There's some regulation pending at this time that could affect the status of the wetlands within the property. Access and circulation needs change over a period of time as do recreational and open-space considerations. Part of their Outline Development Plan leaves the door open and suggests designation of part of the property as a public open-space along the Horizon Drive drainage channel. He pointed to the drawing on the upper left wall that represents the Outline Development Plan. He noted a faint red line. That represents the limits of flooding in the event of a one hundred year frequency storm in the Horizon Drive channel. Their roadway is going to be crossing that particular channel. That does fall under the jurisdiction of the City's flood plain administrator and the U.S. Army Corps of Engineers. Permits will obviously be required prior to construction. The Army Corps of Engineers do have a time limit on their permit once it's issued. They do review those on a periodic basis, so again, too far out in front of them and with their changes would not be prudent at this time.

Mr. Logue said that they review them after the first full year, end of December following. So if they applied for one today, it would be a year from December. He noted the one that they have on page 1 was granted until December. His feeling was they kind of look at conditions in the application to see if any changes are likely, and if they think they're more likely, then they shorten the time. If they think they're long-term, they will lengthen it. He has seen them as short as 90 days. That's based on their current situation, and whether that changes in the future, or not, who knows.

President Shepherd: "Basically, your response to concerns about the roadway and the dedication of the roadway are, 'things change with regard to street standards and Corps of Engineers standards, wetlands standards, things like that?' And that what you have indicated to us should be sufficient?"

Mr. Logue: "We've made a minimum of two dedicated rights-of-way between Horizon Drive and the north property line, and encourage Mr. Dalby to participate up front before we make the application, or in public hearings setting out all the documents that we'll submit when we get to the preliminary plan and engineering, will be a public directory available at the City Planning Department records, and notifications will be sent. Our preference is to do it in advance of an actual permit."

President Shepherd: "I'm in receipt of a hand delivered letter that was written to Bennett Boeschstein and copied to Tim Foster that says that they did make the effort to get together with you and work on the road with their people, and you were not going to allow that, so . . . "

Mr. Logue: "I'll have to refer that to Tim. I wasn't a part of that particular discussion. What is the date on the . . . ?"

President Shepherd: "June 21."

Mr. Logue: "Okay. I wasn't involved in that particular discussion so . . . "

City Attorney Wilson: "I think Tim's letter of the 17th, which I'm assuming that Mr. Krohn was responding to on the 21st, and Bennett indicated it might be in the Staff file, but I don't think Council has seen Mr. Foster's letter, and I think it would be appropriate, if we can get a copy, I'll go make some copies, and enter it for the record."

Councilman Theobald: "If we're going to make reference to the letter of the 17th and the letter of the 21st, I think we should all have a copy of both."

Mr. Wilson: "I'll go ahead and make copies for everyone."

Councilman Bessinger: "While we're waiting for Dan to do this I have a few points I'd like to have cleared up. You say the permit is good until December, but you didn't say which year. This year?"

Mr. Logue: "The permit on Phase 1 of Filing 1 for the 17 lots to the distant building within the wetlands is good through December of this year, 1991. They do have a provision where you can go in and go back through the process and update it. They do have a time line on it."

Councilman Bessinger: "Can you tell me what the motivation was for this project?"

Mr. Logue: "I sure can't. I will refer to it to the petitioner, Councilman."

Councilman Bessinger: "I'd like somebody to tell me what motivated the project."

Mr. Logue: "I think they'll have an answer for you."

Councilman Bessinger: "I'm waiting to hear it."

Mr. Tim Foster: "I'm Tim Foster, 593 Village Way. I don't know what order you want. If you want to go back to some of the issues for the road before we go to the other issues . . . "



Councilman Bessinger: "We're going to end up there one way or another."

Mr. Foster: "It doesn't matter to me. If you're on that swing, or if you want to wait until Dan comes back. The big issue from our perspective on the roadway in Phase 2 is one of getting the cart before the horse."

Councilman Bessinger: "Excuse me. I'm only concerned about the roadway in Phase 1 that started out 14 feet wide and ended up 18 feet wide in conflict with the Fire Code."

Mr. Foster: "Okay. Well, it is my understanding that's one of the big issues tonight, or at least one of the reasons we got carried over was the roadway through Phase 2. I don't have a lot of comment about the roadway. My understanding is it's acceptable to the Fire Department."

Councilman Bessinger: "Well, let's respond to some of these questions. Then we will see if it's acceptable. What was the motivation . . . "

Councilman Nelson: "Let me mention something before you run into that, and that is that the Council has already voted that that's acceptable, and at least as far as I'm concerned, that is not an issue tonight."

Councilman Bessinger: "Oh, I think it's still an issue."

Councilman Nelson: "Well, I guess it is with you. It isn't with anybody else on the Council."

Councilman Bessinger: "Well, let's wait and see."

Councilman Nelson: "Okay."

President Shepherd: "Could you respond to the concerns that we had in the Filing 2 regarding this road?"

Mr. Foster: "One of the things that we've discovered that has been a learning experience for us and everybody here, it's a small enough town that you're familiar with the corner we're talking about . . . it is an insignificant part wetlands. And we transition in and out of those wetlands depending on the core samples of the dirt. You figure out whether, in fact, it's wetlands. In order to design the road, and the road design changed as you can see. At first we had started much closer to Horizon Drive. Then up there behind John (pointing to plat), we obviously moved the loop up. One of the considerations in moving that loop up was where the wetlands began and where they laid, and the only way you know that is by going out and taking a core sample. Our feeling is to, and obviously the process is fairly extensive, the development is fairly extensive, which is why we've got a Phase 1 and a Phase 2. We're trying to concentrate our effort and money on

Phase 1 and deferring Phase 2 until later. Quite frankly, one of the primary reasons we did the ODP is to avoid some of the issues other developers have had when they have higher density development right alongside residential. So therefore we thought it was wise to go ahead and show people right up front there was going to be higher density development right next to them. That said, obviously, it would be of great expense to locate a road with enough certainty to know that, in fact, it would comply with wetlands criteria, that it would be engineered, etc., which is why we've tried to emphasize that we're willing, as good neighbors, to put a road through to the northern property owner. We don't think it makes any sense at all to plat one that you and I don't know whether it comes even close from a wetlands standpoint, from an engineering standpoint, with the expense that it will be, and quite frankly, we're too Scotch to want to spend the money on that road engineering, design and wetlands expertise right now. We would rather wait until after we're done with Phase 1 and then turn our attention to Phase 2, and we're in front of this Council again."

President Shepherd: "What's the cost estimate for that kind of . . . "

Mr. Foster: "You're looking somewhere . . . I think in talking with Tom Logue and Armstrong Engineers today, in the \$5,000 to \$10,000 range. It's just money that we can spend, quite frankly, more efficiently, developing the other lots. If we did that design work, now we step back and said to Mr. Dalby, "If you want to spend that money and incur that cost, okay, we can talk about having a road." He doesn't want to spend that money. He wants us to design the road, integrate the road, and have it there for him to utilize. It's a real tough decision to be in, and unfortunately, we have to prioritize what we spend the money on."

Councilman Baughman: "Tim, what's the project . . . on Filing 2, what's the projected building date on that? You really have none, do you?"

Mr. Foster: "If Phase 1 sells out this year, then we'll be on to Phase 2. If Phase 1 doesn't sell this year, and Paul, as a Realtor, can tell you, I don't have . . . we anticipate overprojecting, and we think we should have Phase 1 sold out in about three years, average about 5 or 6 lots a year. We figure once we're about two-thirds away through Phase 1, then we've got enough money to begin developing Phase 2. So anytime we get two-thirds of the way through we're going to start on Phase 2."

Councilman Baughman: "It might be five or ten years down the road, possibly."

Mr. Foster: "No, in 1980, people had stuff on the drawing board they thought they were going to do in six months, and it still isn't done. Well, there's a plat on this piece of property that included both parcels, and I think the City abandoned that plat

because it was never acted upon."

Mr. Wilson: "Tim, one of the discussions that Bennett and I had was that from Mr. Dalby's perspective, and I haven't talked to them about it, but it seemed as though platting a roadway had more advantages, formally dedicating, I should say, had more advantages than the ODP line, because then at least even if the wetlands limits weren't delineated, at least there was a public right-of-way, and it gave, it made it more likely than not . . . well, it's true you would come back and vacate, you'd do it at the same time the ODP was going through preliminary, and I wondered if you could address that possible solution to the dilemma."

Mr. Foster: "One of the issues, and at one point we were much more willing to do things like that, but quite frankly, I think we have a neighbor problem in that we don't have much faith in Mr. Dalby anymore, particularly since he tried to make us build right now Cascade Drive up on the top at \$80,000 to \$100,000. He tried to get that done with this Council. He tried even harder to get it done with the County Commissioners. And it was a road that didn't do us a bit of good. We tried to vacate it and said let's come down below. No, no. We just feel like if you give him a dedicated right-of-way, buildable or not, and he would argue as he did with that road. Everything is buildable if you throw enough money at it. If you want to put enough cut and fill between here and Grand Mesa you can build a roadway to the top of Grand Mesa. Our argument with Dalby is that if you plat that thing, we're going to have to stand in front of you and argue about whether we should vacate something. And quite frankly we don't even agree you can knowledgeably plat at this point. We're just saying wait until we've got the facts. We'll make whatever adjustments the Council wants, put whatever criteria in the record, or what have you. I mean we haven't been at all bashful. We'll give you access through this piece of property. And, quite frankly, that's something that kind of irks me because he's, by no means or no stretch of the imagination, landlocked. He's got a frontage down 12th Street and he's looking for us to build him an access. If you look at the letter when Dan hands it to you, we've offered at other times and said 'Listen, we'll do this now, and we'll do these other things, we want you to pay your cost of the road.' You know, obviously, if we come in here and do the higher density, we don't need a roadway that goes all the way up the northern line. So if he wants to build his part of the road up that line, and then he can do so, and we're happy to enter into an agreement. His response is "No." He doesn't want to enter into that sort of agreement. So what he's trying to do is get you to plat a road that we'll build for him, and that reduces his development costs. We just don't think that's fair."

Mr. Wilson: "When I talked about . . . I, at least want the Council to understand, that I wasn't suggesting that you build that road. The concept I had was really described in a piece of ground on a map, but not doing anything in the field."

Mr. Foster: "And I would never suggest that this Council would consider that, but when you look at that blue line up above, which represents Cascade Drive, and then compared to Phase 1 which is outlined in red, there is enough land between Cascade Drive and this development, and the same fellow tried to get us to build that road. And it took a lot of expense and time for us to play defense, and say, 'We don't want to build that road now. It doesn't make any sense.'"

President Shepherd: "Would lack of an access through Phase 2 or through Cascade diminish the value of a potential development on the Dalby land?"

Mr. Foster: "If all you have is an access, I would argue, no. I mean Tom Logue speaks pretty tough, but he has visited some with the Planning Staff, and one of the issues is the lack of a cul-de-sac from 12th Street into the north portion of Mr. Dalby's property. They indicated that he's got large lots in there, and they're residential in nature. That the limitation on cul-de-sac length is one that they could probably live with an extension or a variance on, and that, therefore, it would be accessible. The easement of the access still exists from Cascade. Mr. Dalby has the double roads. And he's got that access whenever he decides to build that road into his property. I don't see . . . certainly, if we build a road into his property, his property value increases because it has been developed at our expense. If all you're talking about is there an access point, I would argue that now normally, changes the value of the property, but then you've got an access point, none of which are built from the east as well as from the south. I don't know how many roads you have to have on a piece of property."

President Shepherd: "And the loss of the property for the roadway itself may offset the gain . . . "

Mr. Foster: "That roadway that we're telling you we're willing to do when the time is right, is probably going to be very developable ground because what you're going to use as a roadway is going to be fairly flat and any terrain, and we aren't charging anybody any fee, and we aren't saying buy the easement from us, we're saying just building your portion and your cost of the road. We just don't want to build the roadway. Again, we don't need a roadway for this piece of property."

President Shepherd: "If I could move now to the second of the four issues, the irrigation of Ute water. To my mind, it's a market economy issue. If you can sell that to the potential buyer, more power to you. I don't know what . . . "

Councilman Nelson: "Could you briefly tell us how you got from where you were using irrigation, and let us understand what happened?"

Mr. Foster: "We've been frank with the Council and we've been

frank with the staff. We had proposed a pond that would overlap onto the two Roundhill lots, and quite frankly, . . . and the pond was going to work and they were going to have access to the pond, and they liked it for aesthetic purposes. Unfortunately, then, the attorneys got in the middle of it, and somebody said liability and those two lot owners decided they didn't want to have a pond on their property. They were sure somebody would drown in it, and they were afraid they would have some liability. They suggested they'd be happy to do so if, in fact, they received a lot line adjustment here in the County or in the City. We had just been through that process. We told them that if they wanted to get a lot line adjustment, we'd be happy to take the piece of property and put it into a pond. We are trying to reanalyze the size of the pond and where we could possibly put it. If we could put it out towards Horizon Drive, then we'll come through the process and try and take a piece of each of these lots, dedicate it back to the Homeowners' Association, and do the irrigated water, because we think it makes the lots a lot more saleable."

Councilman Nelson: "I cannot agree with that in any stronger terms."

Mr. Foster: "For right now, we can't tell you for sure we've got that worked out. So we've got to say, 'Today, we're using Ute water.' I agree with Conner. It's a market issue and you aren't going to see a lot of vegetation up there if you're irrigating with Ute water. We hope to be back with a new pond location design, etc., and asking you to concur with stripping a piece off of one of the private lots and giving it back to the Homeowners; Association. We really have to deal with what the facts are right now. So that' where this is. We do have some restrictions from the County with respect to the Architectural Control Committee reviewing not only construction, but also vegetation disturbance and those sorts of things. So we think we have a control in the covenants that Bennett would like to see us do on a map, but we think they're a little more, and will allow people who are out there living to have a little better control of them and make sure that somebody doesn't put in a putting green or something."

Councilman Nelson: "I sure hope that you can do something with the irrigation water. The results of that are obvious. I'd state two things, both Spring Valley, which I was involved with, and Paradise Hills both have ponds. Since the liability issue has been able to be tackled successfully and no one in fifteen years has drowned in either one of those places, so I sure hope you're able to crack that nut."

Mr. Foster continued that they have gone back, done balloons, done some different things. They figure two stories from base and they talked about this some today to the top of the roof is about 32 feet giving angles and everything. They would propose then to do just a 32-foot distance, but that's something that one of the five or six issues from the covenants that were discussed in the plan.

Mr. Wilson: "I assume, then, that he doesn't think he could see that height from his house?"

Mr. Foster: "Well, part of the discussion, from my understanding is, that he kind of was conceptualizing this house as big as the lot line is. And then once he saw that the building area was smaller and recognized that nobody is going to build a house equal to the building area, and then saw the house, it began to scale down a little better in his mind. Maybe he thought we were going to build a Motel 8 or something out there."

President Shepherd: "Would you then be comfortable if it was Council's pleasure to improve the final plat and plan of Phase 1 that we include an addendum that covenant and building height restrictions be negotiated with a mutually acceptable arrangement with the City Attorney?"

Mr. Wilson: "Actually, if you just simply said that it would provide for the 32-foot height limit, then we could make provision for the plat and have the CCR reflect it."

Mr. Foster: "I think everybody agrees about the average height before excavation. The foundation footprint is going to be a lot smaller than the building envelope that we've illustrated on the drawings."

Councilman Theobald: "Oh, obviously. Once they decide exactly where the envelope the footprint is going to be, that is what determines . . . "

Mr. Foster: "Another sidepoint on the height. We looked at 32 feet. We pulled that right out of the development ordinance with the zoning regulations. Our underlying zone on this particular piece of property is RSF-4 and within the maximum height within that zone. The maximum height in the County R-2 zone is that the depth immediately to the west of the property is also . . . We're not asking for anything higher than what you can currently build on the property under its underlying zone."

Mr. Wilson: "Bennett, is that average grade that they just described . . . is that the same concept you're comfortable with?"

Mr. Boeschenstein: "Yes. Before excavation, I think they agreed."

President Shepherd: "Does Council have other questions for the proponent?"

Councilman Bessinger: "I still have questions. From what you've said I take it then that this is a profit motivated venture?"

Mr. Foster: "Knock on wood."

Councilman Bessinger: "Knock on wood. Isn't that soil condition

kind of "iffy" with those wetlands in there? You don't really have any rock in there to stabilize it, do you?"

Mr. Tom Logue: "We had Webber & Associates, a geotechnical firm, go out and do about five or six test warrants throughout the property, and they took each one of the test warrants, did soil evaluations, and came up with specific foundation recommendations for the various lots within the subdivision. The soils engineer feels that the land is suitable for building. We've put all that . . ."

Councilman Bessinger: "So the soil isn't rocky, it isn't unstable, it's just good workable material?"

Mr. Foster: "Well, like all the soils engineers tell us, you've got to kind of let the soil in the valley and the City as being poor, it's just some are poorer than that for construction. If you have some expansive properties which are indicative in that shale layers, they did drill to, I think, twelve feet, and hit a weathered shale area on some of the lots, but its fairly in-depth report is extremely detailed, and it kind of gives you a summary overview. They felt that their recommendations, if followed, that suitable foundations can be founded on the property."

Councilman Bessinger: "So the foundations, then, will be designed lot by lot?"

Mr. Logue: "That's correct."

Councilman Bessinger: "In your original presentation, you came in with a 14 foot roadway. How was this determined? Was this an engineering recommendation, or what was it?"

Mr. Logue: "It was an effort between the Development Department, Engineering Department and petitioner, in conjunction also with the Fire Department. I think all the agencies realized that we had an extremely unique site, with wetlands considerations, relatively low-density compared to other areas within the City, and that the proposal was made to the Planning Commission at preliminary plan, and they made a recommendation. That recommendation was modified by this board, and we took that and presented it in the final plat that you see here."

Councilman Bessinger: "Are you telling me that someone in City government had told you early on that you were going to get some special consideration on this road?"

Mr. Logue: "No, I am not. We discussed the project early on in terms of some of the limitations, and indicated to the Staff people, particularly in Planning and Engineering, who were the key agencies of the land use proposal, that we had some difficult conditions, and were hoping that they would keep an open mind in finding some solutions in dealing with those. They didn't make any promises or commitments until they saw something on paper."

Councilman Bessinger: "When you say, 'open mind'. What does that mean to you?"

Mr. Logue: "Consider some new ideas."

Councilman Bessinger: "Such as 'violating the Fire Code.'"

Mr. Logue: "I believe the Fire Department has reviewed the proposal and accepted it."

Councilman Bessinger: "They have, but they didn't want to fight City Hall. But the Fire Code is a 20-foot minimum roadway, is that not so?"

Mr. Logue: "That is correct, and I believe that's what we have. We have a 14 foot roadway width . . . "

Councilman Bessinger: " . . . Four-foot concrete sidewalk makes 18 feet."

Mr. Logue: " . . . 18 feet and we have a 2-foot curb on the other side which makes 20."

Councilman Bessinger: "Could I see that drawing, please?"

President Shepherd: "The June 6 letter from Mike Thompson to Mark Achen reads: 'I feel confident that our decision to allow the developer to continue with the proposed project, not only meets the intent of the Code but also continues to assure adequate service to the rest of the City area.'"

Councilman Bessinger: "Well, you know, these people have to work for a living, and they saw the Council say, 'That's okay, go that way,' even though the Council had been advised, but the City Attorney just did not read the Fire Code. And somebody on Council said, 'We'll just have to write it up so it looks like it meets the Code.' And this is all on tape. You can verify that."

President Shepherd: "I think that's your interpretation of how it went. I think what you've got, Mr. Bessinger . . . "

Councilman Bessinger: "We'll play the tape then . . . "

President Shepherd: "What you have is a Council that is willing to look at unique problems and try to find solutions that are amenable to both the requirements of our population and the requirements of our Codes. We found, in this case, a very unique subdivision, and we thought and gnashed our teeth over finding an acceptable solution that could be satisfactorily to all concerned."

Councilman Bessinger: "Okay, so you do have a 4-foot walkway, 14 foot of pavement, and two feet of concrete on the outside?"



Mr. Logue: "The concrete is on the inside, the 4-foot width would be on the lot side . . . "

Councilman Bessinger: "Right, what's on the outside?"

Mr. Logue: "That would be the 4 foot, then the 2 foot would be on . . . "

Councilman Bessinger: "No, that's on the inside. The 4-foot is on the inside, isn't it, or on the outside, which is it?"

Mr. Logue: "The 4 foot would be on the outside of the one-way loop."

Councilman Bessinger: "Okay, and then there's 14 feet of blacktop, and then what?"

Mr. Logue: "Two feet of concrete on the inside."

Councilman Bessinger: "Okay, so that's not the way the thing was stated at the time. So that does, in fact, make 18 feet. Okay, I stand corrected."

Mr. Foster: "I can appreciate, Councilman, that we looked at their street proposals there, and two more there. I had to stop and think myself. We discussed it so much over the preliminary and final plan stage. And the 20 foot, the overall width, was an area where the Fire Department pretty much drew a line. They said 'It's got to be 20 feet, guys. We can't let you use anything less than that.'"

Councilman Bessinger: "Okay, well, if it's 20 feet as shown there, I agree with the Fire Department."

President Shepherd: "I'd also like to clarify to Mr. Bessinger that we have neither the hiring or firing authority for the Fire Chief. He does not have to respond to what our likes or dislikes are in order to keep his job."

Councilman Bessinger: "I'm aware of that. Thank you for reminding me."

Mr. Foster: "Are there any other questions?"

Councilman Bessinger: "No, that satisfies me. Thank you."

President Shepherd: "Are there any other proponents to the development? There were none. "We'd like to now hear from opponents or any others that would like to address this subdivision proposal? Please state your name and address for the record."

Mr. Rich Krohn: "My name is Rich Krohn, and my address is 1047

Gunnison. I represent Walter and Gertrude Dalby. I would like to think that I am 'other' and not particularly against the development. There is only one point that I'd like to speak to, and I'm sure none of them has a doubt, but the Dalbys do, in fact, request that the Council not change its prior requirement that there be a presently deeded road right-of-way across Phase 2 as part of the approval of the plan and plat of Phase 1. I need to respond to a couple of things that Tim mentioned. First, let me remind you that the original Staff recommendation on the Phase 1 development was for what was referred to then as Lot 17 right-of-way, which would have been, I believe, a 50-foot right-of-way across one of the south lots, and Lot 17 is most often mentioned, to provide a deeded right-of-way access from Phase 1 to Phase 2. And the petitioner was strongly against that because it would cost them a lot in Phase 1. They couldn't have developed. And one of the original reasons why, let's say, they didn't object to the concept of the Phase 2 road, was that it voided the necessity for them losing a lot in Phase 1, providing a deeded right-of-way access to Phase 2. It's just a reminder. You mentioned a second thing. There is a possibility there may never be a Phase 2. Councilman Nelson indicated he can remember 1980. Fortunately, I do not, but I can candidly tell you from personal experience, I think you will agree, based on your experience, that merely because you have an ODP before you tonight does not mean there is a guarantee at any given time, at all ever being, a future development of Phase 2 which will include the dedication of that Phase 2 road if you don't require it at this time. And the purpose of that dedication, obviously, is for the benefit of the Dalbys. But what it also does is provide your commitment to the potential possibility of future neighborhood traffic circulation. This may be the only chance to do it, and I don't think you should lose it. Another thing you must remember. Nobody is asking anybody to build anything. All the developer want to see, and what I believe is your present requirement, is for the dedication of a specific location for a road right-of-way across Phase 2. There was mention of Dalby having a significant access on 12th Street. I guess I would think you were referring to the Assessor's plat. There is a wash that is significant enough to be shown on the Assessor's map. To bridge that ditch, and again you have to look at the western portion of the Dalby property. In that regard Tim mentioned something to you about us wanting them to build Cascade Drive at a cost of \$100,000. I must correct him slightly. I'm sure it was an inadvertent mistake on his part. One hundred thousand dollars plus was the estimate of the cost for the whole road, and the contribution we were looking for from them was not relevant to the half-street improvements for the Foster lot frontage. So just to mention to you, the only relevance there is that it is true that the estimated cost of construction of the Cascade matter would be at least \$100,000, which should be . . . would be half that figure probably. And it's a little bit hard to give you exact figures because we have been repeatedly refused the right to allow our engineer physical access to the property in order to determine what would be the most efficient, logical, practical location for the Phase 2 right-of-way."

Mr. Wilson: "Why did that happen? What was the concern?"

Mr. Krohn: "I guess you would have to ask Mr. Foster that. Immediately after the Council meeting Bill Foster specifically denied us the right to go in. On the 18th, Tim confirmed that that was still the case. And at the meeting last Friday in Mr. Boeschstein's office, at which I was not present, I believe Tim repeated that we were not allowed to either personally or have any of our engineers or anybody go on their property. Obviously the purpose for us to do that would have been to try to fulfill the Council's requirement that we try to determine a desirable, likely location for a right-of-way. Keep in mind we're not talking about any construction. The reason we would want to go in there is to find the cheapest and most practical location because we're the ones, in all probability, that are going to have to build and use the road. Despite the 'we build' statement, we don't want them to build it, we don't expect them to build it. If they ever develop Phase 2 we assume, I assume, because that's what I would do, I would come in and say let's build a little temporary cul-de-sac here and go off with my Phase 2 development, and if Dalby ever comes in here then he can build the rest of the Phase 2 road. I fully expect that if we go first, we're going to build the whole thing, and if we go second, we're still going to look at having to construct a substantial portion of it because Phase 2 construction done by the petitioner will be blasted all over the road. A lot has been said about design standards being changed, wetlands requirements being changed, that's true. And all we're looking for is a footprint in the most practical area acknowledging that those things may happen, but giving us all some measure of certainty that we've done our best now to locate what looks like the best area for the future. Tim also said that Dalby categorically refused to contribute to the cost of the expense of, I think he said 'building road.' Concerns of locating the road, we are prepared to send our engineers and our land planners out there to work on locating a road, and I'm not sure what more we would be required to do, but we've made several attempts to do that. I think it's not quite fair to say that we've refused to contribute to the cost. I guess that's really all I have to tell you. I'd like to say, 'Why are we here?' because I think the Council's direction is fairly clear that the petition was to be tabled until the parties have worked an agreement, and that there was to be a dedicated access. I am more than willing to come tell you my story again. We think that there's a reasonably simple process for our engineer and their engineer to go out and look at the site, and say, knowing everything that we know today, 'This appears to be the best site for the future.' It is not a site which would be intended to go right through the middle of their developed area. This is not . . . on plat. The S curve that you see, the general location of those things, and I believe you can probably see it best by the ODP, there is a substantial lot across the eastern portion of their property, and any right-of-way platted by any of the parties is obviously going to take into that account, and is going to be pushed over to the east in order to leave them a . . .

and not use up their development land. We simply want an opportunity to go on the property to determine the best location for a roadway to be platted at this time knowing that that plat could be changed, if we apply in the future, if they apply in the future, through the planning process."

Mr. Wilson: "Would you be willing if Council said, 'We don't think it's fair to S.L. Ventures to pay for the engineering and land survey to dedicate the road', would you be willing to generate the information sufficient to describe it legally and/or draw up the milar if S.L. Ventures said 'We will sign it when the information is completed.'"

Mr. Krohn: "You're asking me a compounded, fairly complicated question."

Mr. Wilson: "I know you can handle it."

Mr. Krohn: "I will try to break it down into pieces, and say the obvious answer is I can't commit my client in his absence. And I apologize for his absence. That's number one. So anything I would say to you would have to be subject to his confirmation. If what we're talking about is the surveying, and milar of that road only as opposed to what is required, I think what we are talking about is cost around \$2500 to \$3000 dollars, somewhere in that range. It's hard for me to say . . . the most strongly I could say to you is that I would recommend to my client that . . . "

Mr. Wilson: "Let me ask it this way. What if Council said, 'If your client will pay for those costs, and if that work is done . . . ' My assumption, . . . let me ask the question, is that we are a week or two weeks from actually finally recording. We'll get improvements, language, etc., but at least we've got a few days left. And if, by that point in time, that information was available and they signed the plat, would cost them out of pocket, and your client could then make that judgement after tonight of whether or not that was money well spent, as a concept . . . "

Mr. Krohn: "I have no problem with that concept. I understand the concern of the petitioner that they not spend money in Phase 2 in building Phase 1. It will answer our concern to have present dedication of the road. I have not spoken to the surveyor and it would be nice to at least get on the land so that we could actually find out a little more definite number. I can tell you that I would recommend to my client that he bear" (turned tape over) . . .

Councilman Theobold: "Phase 2 has to be platted, dedicated . . . what do we say is the minimum that we need to require on that Phase 2 road?"

Mr. Wilson: "Our Code does not answer the question."

Councilman Theobold: "So by being unanswered, it's open?"

Mr. Wilson: "I believe that the Council can . . . "

Councilman Theobold: "It's our discretion?"

Mr. Wilson: "Yes, and I think there's sufficient evidence in the record that the record can support either of the decisions. Either you could say too much unknowns, we don't know about development to the north, nothing, or neighborhood circulations are an important concern, there's an issue about property to the north, and we will require a dedicated road, although not constructed at this point. I think we're safe either direction."

Councilman Theobold: "Okay. My reason for asking is that both parties make really good arguments on this, but I have a feeling that it's a matter of some talking past each other over concerns that they're trying to protect their own interests, which are maybe getting in the way of this, similar to what you had alluded to with the earlier line of questioning. I'm uncomfortable requiring the petition to dedicate a roadway for something that may not be developed to benefit a second party."

Mr. Wilson: "If I can explain the rationale for it."

Councilman Theobold: "Oh, I have no problem with that. I understand the rationale."

Mr. Wilson: "I wanted to make one point, mainly, that we may have forgotten over the several months. The parcel as we see it today is one parcel of ground, and so really we're not requiring dedication of a roadway on a second parcel that is not before you. We are subdividing a portion of it further than the lot, and that's why I think you have jurisdiction."

Councilman Theobold: "I'm not questioning jurisdiction. I'm questioning in my mind, as just one person, whether I think it's warranted. Weighted against that is the argument of the neighbors to the north that it's in the City's best interest to plan for future traffic, and I think that's where he's out of concern, but obviously I don't feel comfortable making the petitioner build or dedicate a road to benefit someone else, neither do I feel that the City should allow this development, even Phase 2, to go through without making provisions for that road to exist should the City determine that it is necessary as part of the overall development of that neighborhood. And what I'm fishing for is a way to guarantee that it can be platted and then would be dedicated either by whoever needs it first, because I think there should be a way that the petitioner can be comfortable with the location, and it will not be detrimental to their property, and that if the Dalby property is developed first, they then bear the responsibility to pay the expense to survey and deal with the Corps and deal with all these other things to create the road, because obviously it's now their road and it's their responsibility. And that's what I'm fishing for because I think

that essentially answers the very least the City's concern and it also makes me comfortable for what we're requiring of the petitioner. Having said all that, and you've listened to it, does that seem reasonable to you?"

Mr. Krohn: "Well, I guess I would . . . maybe I was too oblique in my earlier statement when I was mentioning that all of us can and will come before you again in this process. What bothers me, the assurance, the possibility of that road existing. Obviously, any of us could come forward later on and ask that it be vacated or that its location be changed, or that if we are Phase 2, we build only a small portion, or a cul-de-sac. And you said at those various times . . . What we're asking you is, while you have it, don't let it get away. But keeping in mind that this is only the first of many shots you're going to have at me."

Councilman Theobold: "Well, I suspect that your ultimate ambition is not so much to force them to create the road, but rather to insure that the road may be available at a point when your client will need it. That's what I think is reasonable. And I am assuming that the petitioner is willing to have that road available as long as all these things that we're trying to set aside such as "meets requirements, meets City specifications, does not adversely affect their land, etc." So it doesn't seem like we're that far apart, other than just a matter of . . . "

Mr. Krohn: "And that's why it was our hope to get our engineer and their engineer out there to say 'Based on what we know today, this is our best possible . . . ' Since nobody is building anything and the only expense is going to be . . . No. 5 in caps on the drawing, that they could come back later and ask you to change it as our plans and their plans are firmed up.

Councilman Theobold: "I understand why that raises your comfort level, but I also need to tell you that that's one step further than I'm willing to go. I think we should prepare for the future of the neighborhood for the overall good of that area, but I think your, the comfort level you're asking for is much further than I'm willing to go at this point. So be aware."

Mr. Krohn: "Okay. I guess my response to you is to keep in mind that you only have a shot at us when we're before you. It's easy for me to stand up here and throw stones because there isn't anything you could do to me right now. By the same token when I come back with my petition and the neighbors aren't happy with it for whatever reason, and I don't mean to single out the Fosters, but any of the neighbors, but if Phase 2 is not done before you, and you haven't sufficiently reserved for me to go through there, and as a lawyer, the right-of-way is the only way I know of, for sure, to block up specific location that we can use in the future, then I may be just all turned around where I'm standing there going, 'I can't do anything because you didn't reserve when you had a chance now.'"

Councilman Theobold: "Is what I'm suggesting legally possible?"

Mr. Wilson: "I have to tell you I'm not certain if I understand what you're suggesting."

Mr. Achen: "May I take an attempt at, perhaps you will view it a cross explanation or interpretation, but it seems to me this is an issue of vesting real property rights, and the petitioner's proposal does not vest any rights in any one other than the current owners of the property. It gives an indication of intent to future development without getting property right being conveyed. And what the neighboring property owners are asking for is, in essence, creation of a property right. No that accrues to them solely, but accrues to the public which gives them some right to that property because it has been set aside in reserve by dedication for public purposes, and being part of the public either the property owners or anybody else has some interest in that, but it is described on a piece of paper, and it no longer is solely under the control and ownership of the petitioner. And I think your decision on how you approach this sort of depends on your judgement about whether the petitioner should be required to convey that right to the general public, and it primarily benefits them, the owners of the existing property and the owners of the adjacent property, or whether you think it's not fair to require the petitioner to convey that property right at this point in time."

Mr. Krohn: "I think that's an excellent summary. The only clarification or expansion I would make is that not is it just being conveyed to the public, but it's being conveyed to you and those in control of the City, so you can make future decisions about whether, or if, it should be constructed, and under what conditions."

Councilman Theobold: "Having heard his explanation, my suggestion is, or what I'm trying to fish for, is there a way to convey that right without requiring the expense of the surveying and dedication. In other words can we say that right will exist at a future date subject to whoever wants to make it exist, paying the cost of creating it."

Mr. Achen: "Let me take one more stab at it. As I understand the whole operation of real estate laws, you cannot do that without actually dedicating a right-of-way because it will be under the property owner's prerogative to say 'I want to now dedicate that right-of-way' or 'I don't want to dedicate that right-of-way' however described it might be. From the petitioner's perspective they are trying to keep their options open plus whatever . . . and what other considerations they may have, and the neighboring property owner, there's probably no way for them to come in and say 'Now the Fosters must give this described piece of property for a right-of-way' without it being dedicated ahead of time."

Councilman Bessinger: "What's the ramification just having the

centerline for the road and saying . . . "

Mr. Wilson: "That really is just one way of describing it. You know the absurd end result would be to say "Phase 2 is a right-of-way, the whole thing" which will at some point in the future be limited to some particular 50 feet. That doesn't give the petitioner much comfort."

Mr. Foster: "Rich and I got together Monday and struggled with exactly what you're talking about, Reford, and our suggestion was to dedicate the road, but we want a sign-off by the Council that at the time we go through the platting process, that we can move the road for economic conditions or development reasons. The reply back was 'No way, that's too loose. We can't do that.' I don't want to mis-characterize, but that was exactly the kind of offer that we were going through to try and say, okay, if we do that and give it some ability for us, the answer was, 'That's not acceptable.'"

Mr. Wilson: "I understand the comment, but if we are dedicating to the City that decision will be made by initially Staff, making a recommendation to the City Council. That seems to me to solve it, because the two of you have to initially agree, but your decision is not final, because once we dedicate it it's not your road. It's the City's."

Mr. Krohn: "I think that's the point I've been trying to make is, if somebody did want to move it in the future, they could come and ask you, because you own that."

Mr. Wilson: "Then why not agree with at least that concept because knowing full well it's neither of you that is going to make the choice. It's going to be four members of the Council in a vote, either vacating, or not."

Councilman Bessinger: "By vacating this, would allow realignment?"

Mr. Achen: "Is it really possible that the City can move the road? In other words, dedicate the right-of-way and in the future if the petitioners don't have any plans for Phase 2, nothing happens, and the neighboring property decides to develop, so they come in and they submit a plan and do some additional studies, and say 'The road needs to be moved five feet east or west.' The City cannot do that, can it?"

Mr. Wilson: "Without condemnation, no."

Mr. Achen: "You would have to acquire the property and purchase it or whatever or have an agreement with the petitioner."

Mr. Krohn: "You see that's the basis for everything. Since it's their property if they want to move the road they can come to you and say 'We'd like to move the road.' And at least it's their property. If we come to you and say we'd like to move the road,



then you're either going to have to condemn, or they are going to have to agree."

Mr. Wilson: "Correct."

Mr. Krohn: "So that's why it's so crucial to us to have some certain location now because we don't have the option of . . . "

Mr. Wilson: "But the risk is, and what we're identifying is, we don't do wetlands and we don't do final engineering. We dedicate a road. Three years from now and you're first out of the shoot and you come back to the Council and say 'It's a \$300,000 road and we can't even use it.' And Mark is absolutely correct that the City says 'Well, that's the only choice you have. You have to build within that right-of-way.' Unless there is an agreement with the owner. And that's true. But that still is better for Mr. Dalby than nothing."

Mr. Krohn: "We're willing to take that risk."

Mr. Foster: "The crux of the problem is, and Mark I disagree with . . . the public road for public purpose . . . that road serves one property owner's purpose, and everybody's saying "neighbors". It's one neighbor. And that road increases the value of his property. It's not to the City of Grand Junction. It's Dalby. And what you struggle with and what we struggle with in trying to come up with the solution, is the appropriate time to determine where the road goes is when the development takes place. And part of one of our other proposals was we'll give you an easement across ours, you give us an easement across yours. 'No way.' Because we happen to be in front of Council, and this isn't even the Phase that we're developing, all of a sudden an adjacent property owner wants to increase the value of his property and get a road across there. And that's when we said the time to do that, Reford, is when you get a shot at us when we come in front of you and go through preliminary plat."

Mr. Wilson: "It's important in my mind that the Council, and the record reflect, that there is an additional public purpose to the road. And the additional public purpose, in my view, is a neighborhood circulation notion. Because I can see the day, if Dalby develops, when Cascade ties into the road we're talking about to the north, or some variance on that, and perhaps back out to the east to provide internal circulation. Now I'm not enough of an engineer to know if it can work, but at least on paper that's sort of an integration so it's a larger benefit than just to Mr. Dalby."

Councilman Bennett: "Well, Dan, I was just sitting here looking at this, and this whole area right now is served by cul-de-sacs and dead-end streets, this whole area. There's no way between 7th and 12th you can get here without going around here. For Fire Protection safety, the fire trucks have to go up, come over, come back down, land in a cul-de-sac, and I was just sitting here

looking at them at this end of town. Response time for Fire and Police, they've got to go all the way around."

Councilman Bessinger: "That's exactly right."

Councilman Baughman: "Why should we make Mr. Foster go use his land to get around that problem?"

Councilman Bennett: "Why did we make any landowner put in all the streets in the City of Grand Junction?"

Councilman Baughman: "I don't understand what you're saying there."

Councilman Bennett: "Well, any development, the streets have to go in. Every street you travel up and down in the City of Grand Junction . . . "

Councilman Theobald: "The real question is obviously, as both parties agree, it has purposes for both the S.L. Ventures property and the adjoining property, and that raises the question of the timing, sort of the dedication."

President Shepherd: "It sounds like we've degenerated into comments from Council. Why don't we close this hearing and then I'll solicit comments from Council, questions and conversations."

Councilman Baughman: "Dan, I've got a question. I think I've asked this before but I want to ask it again. It's not the law that Mr. Foster has to provide access to the Dalby property in his Filing 2, is that correct? There is no City law or State law that says that Mr. Foster must provide access across that, is this true?"

Mr. Wilson: "Let me answer this way, because I'm not going to give you a direct answer. But let me try to explain why. The Code allows the Council to plan areas larger than Foster's. So if you believe that this road could serve a larger area, a circulation area, let's talk either Police or Fire protection, or the like, the Code does authorize you to require the roadway. If you believe, as Tim indicated, that the only benefit behind the road is to serve Dalby, the north property owner, I don't think the Code authorizes you to require that. So it really depends on how you see this road working or functioning. If there's a larger service, I think we can require it legitimately. If you believe that it will only serve Dalby and there's no other member of the public, for instance that benefits, then we shouldn't require it."

President Shepherd: "I'd like to ask a question. Before us are two considerations. Consideration for the Final Plat and Plan for Phase 1 and consideration of the ODP for Phase 2. Can Council accept one, reject the other, and still go to a proposed ordinance?"

Mr. Wilson: "You could approve the final plat and plan, go to

proposed ordinance for the rezoning of that, and take no action on the ODP, or even deny the ODP. Does that answer your question?"

President Shepherd: "Yes. Two months ago we didn't think . . . "

Mr. Wilson: "Well Staff had recommended against that just because of this sort of area planning concept."

Councilman Bessinger: "Well that leaves this thing unsolved and still up for negotiations before they can . . . they could go ahead with the first half of it, right?"

Mr. Wilson: "Yes sir. They could final plat that and go ahead and sell Phase 1."

Councilman Bessinger: "Okay. Before they could do anything with the rest of it, they will have to come back, but if they don't come back . . . "

Mr. Wilson: "They never come back."

Councilman Bessinger: "And there's no road through there."

Mr. Wilson: "And that's the danger. That's why Mr. Dalby wants you to do it now, for that reason."

Councilman Bessinger: "Well, I just think that for public safety reasons, it ought to be through there, if nothing else."

Councilman Bennett: "Well, another thing. It was S & L Ventures that came to us and requested a second easement in here so they wouldn't lose Lot 17, which Staff recommended against, which Council approved. I was under the impression when I voted to grant this, they would plat the road."

Councilman Bessinger: "That's what I thought."

Councilman Bennett: "And I'll be honest with you. This thing has come before us so many times, and I honestly believe both parties are saying 'Well, Council, the Planning Commission will not settle our differences. Council, will you?'"

Councilman Bessinger: "Why don't you just table it until an agreement has been reached?"

Councilman Bennett: "Or deny it and say 'Start over.' And that way we can address how big this road is going to be, where these entrances are going to be, and we can go back to Phase 1 and start over, because we're . . . if both parties, or all parties, are not willing to resolve all these little things before they get to Council . . . this is what the fourth time it's been before us?"

Councilman Theobald: "I agree with what you're saying, John, and in a perfect world everybody would be able to agree with each

other, and everything would be resolved without us having to be the referee. But unfortunately frequently that's our role to say, 'You're right, you're right, or we'll cut the baby in half', or whatever has to be done, you know."

Councilman Bennett: "I am to sit here and determine where they get their irrigation from? I don't care where they get it from. He doesn't . . . if they don't want to build a pond, and they want to take it from Ute Water for irrigation purposes, and someone goes out there and buys there and says, 'My God, look at may water rates for irrigation', that's not my problem."

President Shepherd: "The petitioner would agree with you on that."

Councilman Bessinger: "Well, make a motion and I'll second it. Make one that suits you."

Councilman Theobald: "Let me ask you one question. You're talking about your recollection was that the agreement when they talked about Phase 1 whether the Phase 2 road be platted. Do you mean 'platted', 'dedicated', or 'built'? I think 'platted' is what they're asking for, 'dedicated' is what they're asking for."

Mr. Wilson: "I would say 'platted' and 'dedicated' are the same. It gives them the best advice that Mark is referring to. Building . . . "

Councilman Bennett: "I'm not talking about building. Just say this is where the road is . . . "

President Shepherd: "Who pays for that?"

Mr. Wilson: "That's up to the way we structure it. That's why I asked Mr. Krohn whether they could absorb the costs of preparing the legal description sufficient to get it dedicated."

Councilman Bessinger: "Is that your question, Conner? Or are you talking about the cost of the road?"

President Shepherd: "No, I'm talking about the cost of the plat."

Councilman Bessinger: "You know, I don't think that's a big deal either. It's not a great distance."

Councilman Baughman: "Well, I personally don't think that the Fosters ought to have to provide a road across this to the Dalbys. I feel that they have access on 12th Street here and I think it's extremely generous of them to have given permission for a future road in that location. And I think the problem is, according to law, we're having to be specific of where that road is. Isn't this the problem? It's not good enough to just say, 'There will be a road'? Or do we have to specifically say where the road is going to be?"

Mr. Wilson: "That's exactly right."

Councilman Bessinger: "Would you agree that a road is necessary for public safety?"

Councilman Baughman: "No."

Councilman Bessinger: "You would not. Well, that shot that."

Councilman Theobold: "Would you agree that the road ought to be there for the Phase 2 development only?"

Councilman Baughman: "No."

Councilman Bennett: "Because you just said we don't need a road in there."

Councilman Bessinger: "You don't need a road at all according to Jim."

Councilman Baughman: "I have a real hard time. I believe in personal property rights, and I have a real hard time of a gentleman wanting to develop his property, and having to provide access across to a neighbor that presently has access to that property."

Councilman Theobold: "The . . . is rigid, and not because the road was a minute ago from Horizon to the adjoining property, but rather the road is there to serve the overall development of that second lot, and the extension of that to the property line is frequently required, or almost always required, of any developer to allow for continuity, but from this much of the road, or whatever would serve this, there should be no question, if this is going to be developed."

Councilman Baughman: "Any road, but that doesn't mean it has to be there, does it?"

Councilman Theobold: ". . . and the last 50 feet or 100 feet or whatever, is what we, as a City, should require to insure contiguity and overall sound planning so that we don't have a bunch of developments of nothing but dead-ends, dead-ends, dead-ends everywhere, and no access from one area to another, except going around the loop."

President Shepherd: "Would someone like to entertain a motion?"

Councilman Bennett: "I will move that we deny all of it, and have them start over."

Councilman Bessinger: "I second the motion."

President Shepherd: "It has been moved and seconded that we deny the final plan and final plat for Phase 1 and the ODP for Phase 2."

All those in favor signify by saying AYE."

Bennett and Bessinger voted AYE.

President Shepherd: "All those opposed?"

Councilmembers THEOBOLD, NELSON, MCCURRY, BAUGHMAN and SHEPHERD voted NO.

President Shepherd: "The motion is defeated."

City Clerk Lockhart: "Mayor Shepherd, those who voted against it, would you please hold up your hand? Shall we call roll?"

Roll call resulted in the same as above.

President Shepherd: "Now, would you like to entertain another motion?"

Councilman Bessinger: "To adjourn, perhaps. Why is it that if Tim said that they are willing to give right-of-way across their property, if the people whom you represent would give a right-of-way across their property, what objection is there to that?"

Mr. Krohn: "That's something we really haven't discussed."

Councilman Bessinger: "Oh, you really hadn't discussed this?"

Mr. Krohn: "No, sir."

Councilman Bessinger: "Oh, well that puts it in a different light, doesn't it?"

Mr. Krohn: "Keep in mind one of the things, from my point of view, that we've talked about is the real difficulty of crossing that wash, so we've viewed our property as, more or less, two separate parcels, but legally it's not. But in terms of development, it's two separate areas. And, it has just never been under discussion because our point of view from the beginning has been that we have an extreme difficulty getting from one part of our property to the other. So I won't tell you anything other than it has never been a real subject of discussion."

Councilman Bessinger: "Do you think it has merit?"

Mr. Krohn: "Do I think it has merit?"

Councilman Bessinger: "Yes. Tim, does it have merit? You suggested you were willing to do this, is that right?"

Mr. Foster: "Well, Councilman. It was one of our proposals that they rejected. Our issue was, our understanding was that he wanted a loop through, as the discussion was centered around the circulation, and our contention is 'Gee, we can't get through 12th

Street', so what they really want is a road off of Horizon Drive. That's what we've tried to do. I don't know that . . . unless they're willing to agree to give us . . . "

Councilman Bessinger: "No, I don't think we're in a position to do anything."

Mr. Foster: "It's interesting because . . . because we are in front of you in the planning process there's . . . "

Councilman Bessinger: "Somehow I don't think that's going to be the answer. I think it's got to be immediately resolved some way. I don't know what the way is."

Councilman Baughman: "I've got a question. I thought of this at the time, a month ago, when we were talking about this, and I have been personally on this property. I don't know if this is a possibility. But is it possible with the loop here, that this could be rerouted where it's along the edge where access could be made off of the loop here? Is that possible, or not?"

Councilman Bessinger: "No, I think not."

Mr. Foster: "My engineer is shaking his head."

Councilman Bessinger: "I don't know about that. Well, let me have a shot at it."

Councilman Theobold: "I am formulating a motion. My assistant is helping draft part of it."

Councilman Bessinger: "Have you a solution?"

Councilman Theobold: "I think one may be coming. I'll now when I see it. Okay. The motion would be to approve final plat and final plat for Phase 1, and to approve the revised Outline Development Plan for Phase 2 contingent upon the agreement with the City Attorney on the covenants, which would include the Staff's recommendation on the description of the 32-foot height limit, . . . any suggestions to the motion on the road?"

Councilman Bessinger: "That's the question I asked you a little while ago."

Councilman Theobold: "I know. I expected that something would be forthcoming. It's not coming."

Councilman Bennett: ". . . dedicating an unimproved right-of-way to be recorded at this final. That is exactly what Staff is asking for."

Councilman Theobold: "Where did you get that from?"

Councilman Bennett: "Right here."

Councilman Bessinger: "Staff recommendations."

Councilman Bennett: "'The Staff and adjoining property owners would prefer the dedicated and unimproved right-of-way to be recorded at this time.'"

Councilman Theobald: "Do you want to make that an amendment to the motion?"

Mr. Wilson: "Might I suggest that you consider also the costs of generating the legal description be borne . . . "

President Shepherd: "Do we have the power to do this?"

Mr. Wilson: "Oh, let's wing it. Let's say 'yes.'"

Councilman Bessinger: "You can always add, 'if acceptable to said owner.'"

Councilman Theobald: "Well, if the adjoining landowner refuses to pay, the road just doesn't get dedicated, is that . . . "

Councilman Bessinger: "Sounds like the answer to me."

Councilman Bennett: "I don't care just as long as we get a dedicated road."

Mr. Wilson: "Well, what we just described may not accomplish that result, John. It depends on what Mr. Dalby does."

Councilman Bennett: "If they can get Mr. Dalby to say 'I'll pay for that', wonderful! But before this thing is approved, I'd like to see a dedicated road. And give them another entrance off of Horizon Drive so they would not lose a lot against that recommendation. And I'm not going to go against Staff recommendation a second time."

Councilman Theobald: "How about shared equally, 50-50."

Councilman Bessinger: "I don't think you're in a position to say that."

Councilman Bennett: "I don't care who pays for it as long as it is dedicated and I know where it's at."

Councilman Bessinger: "We could just simply table until said alignment has been agreed upon."

Councilman Nelson: "Reford, I'm not willing to hold out for a legal description."

Mr. Foster: "They aren't going to cover half the cost of all the engineering we think has to be done, and all you're going to do is



get us high-centered. If the Council wants a road through there, we'll do a legal description."

Mr. Wilson: "In other words, you would rather move forward now than get hung up on this issue."

Mr. Foster: "Yes."

Councilman Bessinger: "I think that makes sense."

Mr. Foster: "If the Council is in the business of condemning easements for other property owners, then, yes, we will give you a legal description."

Councilman Theobold: "As Councilman Bennett indicated, this road came up as an idea, and not by Staff recommendation, but by a concession to your interest in Phase 1. They are still tied together by virtue of being the same development and the same parcel, and I can appreciate your reluctance to get involved with the road, but also bear in mind, how it all came about."

Mr. Foster: "We showed the road definitely shows circulation of Staff's request. The road was not put there at our request. We just simply wanted to show . . . , so there's a misunderstanding with respect that I was asking for the road. We did it for circulation purposes only."

Councilman Theobold: "Would you like us to go back to Phase 1 and go through Lot 17? Is that what you're saying? That's what it sounds like you're saying."

President Shepherd: "We have a motion on the floor."

Councilman Theobold: "Is the motion clear?"

President Shepherd: "The motion is that Council approve the final plat and plan for Phase 1, approve the revised Outline Development Plan for Phase 2 with an acceptable dedicated roadway, that Phase 1 Plat and Plan is contingent upon acceptable covenants and height restrictions as approved by the City Attorney and the Community Development Director. Have I missed anything?"

Councilman Bessinger: "Is not the thing contingent upon an agreed upon roadway alignment?"

Mr. Wilson: "No, this motion would say they must simply dedicate a roadway."

Mr. Krohn: "Mr. Mayor, may I ask, is there any stipulation as to location at all?"

Councilman Bennett: "No. It is up to the Fosters. It's their road."

President Shepherd: "Obviously, it is restricted to wetlands requirements, etc., so it won't just go up . . . "

Mr. Krohn: "Well, my concern is we'd not like it aimed at a swamp, or through the deepest part of wetlands."

Mr. Wilson: "If Council were willing, then the Public Works Director is in the business of locating roads, and I'm sure he would be happy to work with Mr. Logue in developing an appropriate location."

President Shepherd: "Now is there a second to the motion?"

Councilman Nelson: "Yes."

President Shepherd: "All those in favor of the motion signify by saying AYE."

All Councilmembers voted AYE.

President Shepherd: "All opposed?"

None.

The following entitled proposed ordinance was read: CHANGING THE ZONING ON CERTAIN LANDS WITHIN THE CITY LOCATED NORTHWEST OF HORIZON DRIVE AND 12TH STREET, KNOWN AS HORIZON GLEN SUBDIVISION. Upon motion by Councilman Theobald, seconded by Councilman McCurry and carried, the proposed ordinance was passed for publication.

#### ORDINANCES ON FINAL PASSAGE - PROOFS OF PUBLICATION

Proofs of Publication on the following Ordinances proposed for final passage have been received and filed. Copies of the Ordinances proposed for final passage were submitted to the City Council prior to the meeting.

ORDINANCE NO. 2522 - INTERSTATE ANNEXATIONS NO. 1, NO. 2, NO. 3, AND NO. 4 - LOCATED EAST OF 23 ROAD AND SOUTH OF I-70

Upon motion by Councilman Bennett, seconded by Councilman McCurry and carried, the following entitled proposed ordinance was called up for final passage and read by title only: AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF GRAND JUNCTION, COLORADO, WHICH SHALL BE ACCOMPLISHED IN A SERIES.

There were no comments. Upon motion by Councilman Bennett, seconded by Councilman McCurry and carried by roll call vote with Councilman BAUGHMAN voting NO, the Ordinance was passed, adopted, numbered 2522, and ordered published.

ORDINANCE NO. 2523 - AMENDMENTS TO CHAPTER 25, CODE OF ORDINANCES, SEWERS, CONCERNING INDUSTRIAL PRETREATMENT PROGRAM

Presented to the Planning Commission at the February 25, 2020 meeting 6:00pm

Parcel Number 2945-021-13-037 (Exhibit A)

As an owner of property located at 3760 Horizon Glen Court, the parcel referenced above has been the major view of my back yard for over 12 years. During this time, I have enjoyed the beauty of the Colorado mountains, the wild animals and the changes of the seasons. It is unfortunate that construction will take place in this lovely solitude of an area located in the middle of town as many birds, seven fox families and several deer in this area will lose their homes due to this development. Which I have pointed out in my last letter at the previous informational meeting.

However, I have another issue I want you to consider when deciding whether or not to move this parcel of land to a R8 status. This being concerns about traffic and the new school that has come to our neighborhood, Juniper Ridge Community School. Juniper Ridge is located on 615 Community Lane some 2,632 feet from the parcel we are discussing now. (Exhibit B). The main adjoining street is 7<sup>th</sup> and Horizon Drive with one entry and one exit from the school. There are 382 children registered as of September 9, 2019 meaning...there are approximately 200 additional cars going through Horizon Drive and 7<sup>th</sup> Street twice a day to take their kids to and from school as there is no bus service available to this school. This puts the additional 32+ cars that could possibly be in proximity of ½ mile from this school zone, thus increased traffic flow.

The National Statistics on School Transportation Safe Routes to School National Partnership (Exhibit C) report shares that each year approximately 800 school-age children are killed in motor vehicle crashes during normal school travel hours. 74% occur in private passenger vehicles. More than half of these deaths overall are due to teenaged siblings taking their sibling to school. As much as 20 to 30% of morning traffic is generated by parents driving their children to schools. We do not want to become a part of this statistic.

In addition, in the Summary Report – School Walking & Bicycling Audits prepared by the Mesa County RTPO on Mesa County Regional Transportation Planning Office, (Exhibit D) Page 12 indicates in Mesa County, Colorado, the Morning and afternoon Travel Mode Comparison that 54 out of 60 use a family vehicle in the morning and 45 out of 60 use the family vehicle in the afternoon bringing their child to school.

Also, please note, according to the Senior Transportation Planner/Engineer Dean Bressler, the traffic counts in the area report Horizon Drive South to 7<sup>th</sup> (Exhibit E) in 2018 had 12,056 cars go through, 7<sup>th</sup> St. S Horizon Drive (Exhibit F) had 12,541 cars in 2015 and Horizon Drive East of 7<sup>th</sup> (Exhibit G) had 8,111 cars in 2015.

It is obvious that there are a lot of cars in the area between the new school and the parcel being discussed today. I hope that the planning committee will review these results before agreeing to increase this area to a R8 zone as there is no doubt that the additional 16 families, possible 32 more cars traveling these routes many times daily would cause additional concern of traffic flow.

Presented to the Planning Commission at the February 25, 2020 meeting 6:00pm

Parcel Number 2945-021-13-037 (Exhibit A)

Page 2

In addition, I would like to point out the concern about the condition of Horizon Drive right outside of the proposed entry way to the Horizon Glen Drive road. (Exhibit H) There is a curve on Horizon Drive that is very difficult to avoid accidents when trying to make a left turn going from Northeast turning North and many accidents have taken place on that turn. People are normally driving over 45+ miles per hour on Horizon Drive and the curve in the street makes it so they cannot stop in time, thus an accident. The proposed entrance of the new Horizon Glen Drive would have the same issue as Horizon Glen Court has and possibly worse as the proposed entrance as it is *after* the curve, a shorter distance of vision of cars and trucks behind them going from Northeast turning North. We have many commercial vehicles that travel that particular route as well.

In closing, the Grand Valley 2045 Regional Transportation Plan Updated Draft reporting (Exhibit I) states "Population growth will impact future transportation needs. More residents will mean more daily commuters on the region's roadways, buses and trails. More consumers will mean more truck traffic delivering goods and services. More traffic will increase the need for safety improvements at busy intersections and upgrades to major interchanges, as well as for shoulders, bike lanes and sidewalks along roadways and routes to school. There are two age groups that will change the most being 0-19 which will become a lower share of the population, while the share of people 65 and over will grow to 25% of residents, up from 19% today." "As the share of the traveling population ages, the region will see new demands on the transportation system. Nearly 40 percent of total population change between now and 2050 is a result of residents 65 and older. As the region's population continues to age, older adults will face increasing transportation challenges." Obviously, more families in this location will increase the amount of traffic currently facing the area being discussed today.

Please consider the impact zoning this property discussed above to an R8 and consider making this impact less to our neighborhood and possibly save lives.

Respectfully submitted.

  
Lily Fitch

(A)

Ken Brownlee, Assessor

Dataview Updated: 1/17/2020

Printer Friendly

Back to Search

Select Other Map

Property Information (Report Date: 1/19/2020)

Parcel Number: [2945-021-13-037](#)  
 Account Number: R052273  
**Property Use: Residential**  
 Location Address:  
 Mailing Address: 301 E DAKOTA DR  
 GRAND JUNCTION, CO 81507  
 Owner Name: FOSTER MARGARET E FAMILY  
 PARTNERSHIP LLLP  
 Joint Owner Name:  
 Neighborhood: Horizon Glen Sub (14.77)  
 Associated Parcel: N/A  
 Approx. Latitude: 39.101380  
 Approx. Longitude: -108.555178



Date of Aerial Photo: 2019

Legal Description

LOT 17 HORIZON GLEN SUB AS AMENDED SEC 2 1S 1W & AN UND INT IN TRACTS - 2.22AC

Tax Information

Year	Property Code	Improvements (Actual)	Land (Actual)	Total (Actual)	Improvements (Assessed)	Land (Assessed)	Total (Assessed)	TAC Code	Mill Levy/1000	Water Assessment	Property Tax & Water
2019	<a href="#">0100</a>	\$0	\$54,000	\$54,000	\$0	\$15,660	\$15,660	14100	0.0632190	\$0.00	\$990.00
2018	<a href="#">0100</a>	\$0	\$48,000	\$48,000	\$0	\$13,920	\$13,920	14100	0.0693920	\$0.00	\$965.92
2017	<a href="#">0100</a>	\$0	\$48,000	\$48,000	\$0	\$13,920	\$13,920	14100	0.0692570	\$0.00	\$964.04

For tax bill [Click Here](#)

Taxing Authority Detail

Year	Agency Name	Agency Abbrev.	TAC Code	Mill Levy	Total (Assessed)	Tax Per Agency
2019	CITY OF GRAND JUNCTION	GRJCT	14100	8.0000	\$15,660	\$125.28
2019	COLORADO RIVER WATER CONSERVANCY	COLRW	14100	0.2350	\$15,660	\$3.68
2019	COUNTY - DEVELOP DISABLED	MCCCB	14100	0.2460	\$15,660	\$3.85
2019	COUNTY GENERAL FUND	MCGF	14100	6.1480	\$15,660	\$96.28
2019	COUNTY ROAD & BRIDGE-1/2 LEVY	MCRBS	14100	0.2620	\$15,660	\$4.10
2019	COUNTY TRANSLATOR TV FUND	MCTV	14100	0.0260	\$15,660	\$0.41
2019	GRAND RIVER MOSQUITO CTRL	GRMCD	14100	1.4520	\$15,660	\$22.74
2019	LIBRARY DISTRICT	LIBR	14100	3.0070	\$15,660	\$47.09
2019	MESA CNTY ROAD & BRIDGE-GRAND JCT	GJRB	14100	0.2620	\$15,660	\$4.10
2019	SCHOOL DIST# 51 2006 OVERID	SD51006	14100	2.1010	\$15,660	\$32.90
2019	SCHOOL DIST# 51 2017 OVERRIDE	SD510_17	14100	3.4140	\$15,660	\$53.46
2019	SCHOOL DIST# 51 BOND	SD51B	14100	9.4310	\$15,660	\$147.69
2019	SCHOOL DIST# 51 GENERAL	SD51	14100	24.3260	\$15,660	\$380.95
2019	SCHOOL DIST# 51 OVERRIDE 96	SD51O	14100	2.6990	\$15,660	\$42.27
2019	SOCIAL SERVICES	MCSS	14100	1.6100	\$15,660	\$25.21
			<b>Total Mill:</b>	<b>63.2190</b>	<b>Total Tax:</b>	<b>\$990.00</b>

[Tax Authority Contact Information](#)

**Sales & Conveyance Information \*\***

Date	Price	Reception Number <small>(Click for Recorded Document)</small>	Document Type
11/16/2017	\$0.00	<a href="#">2821430</a>	BARGIN_SLE_DEED
8/10/2017	\$0.00	<a href="#">2810315</a>	BARGIN_SLE_DEED
3/27/2008	\$0.00	<a href="#">2431143</a>	Quit Claim Deed

[Search Clerk Records](#)      [Document Type Descriptions](#)

\*\* Viewing of recorded documents requires a subscription through the Mesa County Clerk and Recorders Office.  
Click the associated reception number for Grantee and Grantor information via recorded document.

**Land Description**

Property Use Code	Property Use Type	Units
0100	RESIDENTIAL VACANT LOTS	1

**Approximate Acres: 2.23** *(Acreage is approximate and should not be used in lieu of Legal Documents)*

**No Photos Available**

**No Sketches Available**

There are no Miscellaneous items associated with this record

**Historical Information**

-



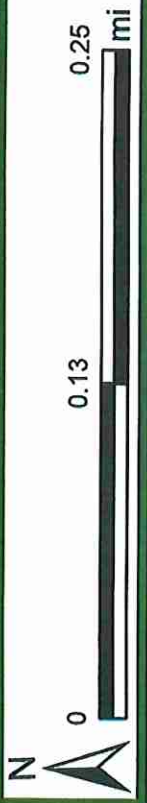
(B)

# City of Grand Junction



2,632 sq  
 School to Property

Printed: 2/13/2020  
 1 inch equals 376 feet  
 Scale: 1:4,514







## National Statistics on School Transportation

### School Transportation Costs

- In 2004-05, the most recent year for which statistics are compiled, 55.3% of the 45,625,458 children enrolled in public K-12 schools were bused to school at public expense.
- The United States spends \$17.5 billion per year on school bus transportation at an average cost of \$692 per student transported.<sup>1</sup>
- The percentage of children bused has been declining steadily since the mid-1980s, when slightly more than 60% of children were bused. At that time, the average expenditure per student transported was under \$300.<sup>2</sup>
- In FY2009, approximately \$180 million in federal Safe Routes to School funding will be made available to each state's Department of Transportation to help school districts make it safer for children to walk and bicycle to school.

### School Transportation Funding Mechanisms

The majority of states provide some support to local school districts for pupil transportation, but the funding mechanisms vary widely. The primary types of funding include:<sup>3</sup>

- Five states provide no funding to local jurisdictions to support pupil transportation.
- In nine states, the state provides a lump sum to a school district for pupil transportation, based on the share of the state's pupils the jurisdiction transports.
- Nine states establish a list of the types of expenditures and percentage of expenditures they will reimburse and then provide allocations to each local school district based on expenditures.
- A total of nineteen states set a "unit cost" for each pupil transported or mile driven and allocate funds to a local school district based on their numbers. Ten of these states make adjustments to the formula based on geographic conditions.
- Eight states utilize formulas based on a combination of factors, including pupils transported, miles driven, and geographic disparities, to provide allocations to local school districts.

### Cuts in School Budgets Affect School Transportation

- During the summer of 2008, rising fuel costs had a significant impact on the availability of school buses. According to a survey of school superintendents, one-third of school districts consolidated bus routes to conserve costs, and another third were considering eliminating bus routes or bus stops close to school.<sup>4</sup>
- While fuel costs have since dropped significantly, school districts are facing new financial challenges due to a worsening economy and state budget crises. As a result, at least 20 states have implemented or proposed budget cuts to K-12 education, including cuts in state per-pupil funding and education grants to local school districts.<sup>5</sup>
- Based on the average per-pupil expense and the average number of children per bus, a school district saves an estimated \$37,000 per school year by eliminating one bus route.

## Replacing School Buses with Parent and Teen Vehicles

If students who lose access to school buses are instead driven by parents or older, teenaged siblings, there will be negative impacts on safety, traffic, health, and the environment.

- The average school bus transports 54 student passengers, replacing approximately 36 family vehicles.<sup>6</sup>
- Each parent that replaces a bus ride with driving their child to school uses approximately 180 additional gallons of fuel per year, spends an additional \$663 on fuel, and puts 3600 miles on their car.<sup>7</sup>
- Each year, approximately 800 school-age children are killed in motor vehicle crashes during normal school travel hours. About 2% of these deaths occur on school buses, while 74% occur in private passenger vehicles. Approximately 22% are bicycle or pedestrian accidents. More than half of these deaths overall are due to a teen driver.<sup>8</sup>
- As much as 20 to 30% of morning traffic is generated by parents driving their children to schools.<sup>9</sup>
- Pedestrians are more than twice as likely to be struck by a vehicle in locations without sidewalks.<sup>10</sup>
- Children exposed to traffic pollution are more likely to have asthma, permanent lung deficits, and a higher risk of heart and lung problems as adults.<sup>11</sup> One-third of schools in "air pollution danger zones" due to proximity to high-traffic areas.<sup>12</sup>

## Increasing Walking and Bicycling to School

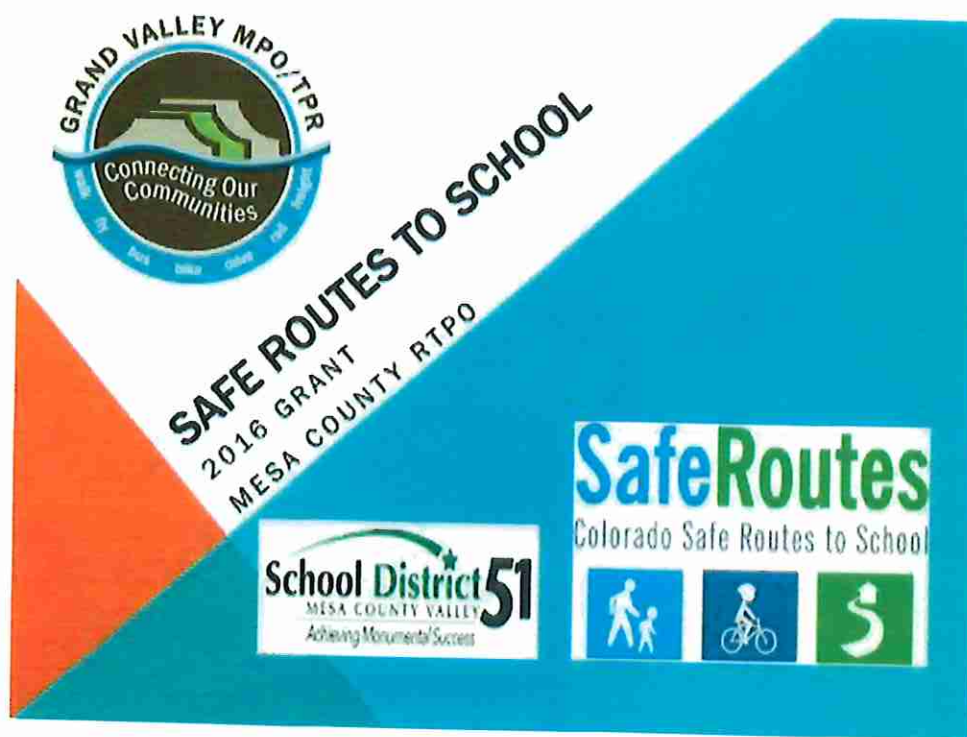
If the transition from school buses to walking and bicycling is done in a thoughtful, deliberate way through a Safe Routes to School initiative, many of the negatives impacts of increased car trips to school can be alleviated:

- A California study showed that schools that received infrastructure improvements through the Safe Routes to School program yielded walking and bicycling increases that were often in the range of 20 percent to 200 percent.<sup>13</sup>
- A safety analysis by the California Department of Transportation estimated that the safety benefit of the Safe Routes to School program was up to a 49 percent decrease in the childhood bicycle and pedestrian collision rates.<sup>14</sup>
- Kids are less active today, and 23% of children get no free time physical activity at all.<sup>15</sup> Approximately 25 million children and adolescents—more than 33%—are now overweight or obese or at risk of becoming so.<sup>16</sup> Walking one mile to and from school each day generates two-thirds of the recommended sixty minutes of physical activity a day. Plus, children who walk to school have higher levels of physical activity throughout the day.<sup>17</sup>
- Schools that are designed so children can walk and bicycle have measurably better air quality.<sup>18</sup>
- Returning to 1969 levels of walking and bicycling to school<sup>19</sup> would save 3.2 billion vehicle miles, 1.5 million tons of carbon dioxide and 89,000 tons of other pollutants—equal to keeping more than 250,000 cars off the road for a year.<sup>20</sup>

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- <sup>19</sup> McDonald, N. "Active Transportation to School: Trends among U.S. Schoolchildren, 1969-2001," *American Journal of Preventive Medicine*, Volume 32, Number 6, June 2007.
- <sup>20</sup> "Emission Facts: Average Annual Emissions and Fuel Consumption for Passenger Cars and Light Trucks," U.S Environmental Protection Agency. Available at <http://www.epa.gov/otaq/consumer/f00013.htm>.

# Summary Report – School Walking & Bicycling Audits



Mesa County Regional Transportation Planning Office

When asked how much the child's school encourages or discourages walking or bicycling to school, the survey indicated 69% of parents thought schools did neither.

Parents' opinions about how much their child's school encourages or discourages walking and biking to/from school

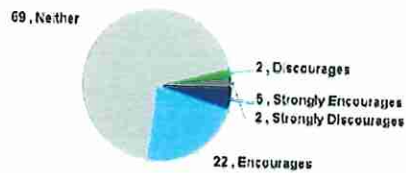


FIGURE 5: PARENTS' VIEW OF ENCOURAGEMENT.

Parents' opinions about how healthy walking and biking to/from school is for their child

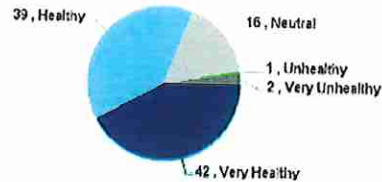


FIGURE 6: PARENTS SEE WALKING AS HEALTHY.

Parents overwhelmingly indicated, however, they believed walking or bicycling to school is healthy or very healthy.

The class tallies for 13 schools offers an overview of the travel modes for students arriving and departing from school in Figure 7. The combination includes both elementary and middle schools. Each of the eight middle schools has been provided with Grand Valley Transit passes to allow students to utilize the transit system. The graph indicates only 1% of students in the survey used the transit system. Providing passes and information on how to use the system may encourage additional use.

Morning and Afternoon Travel Mode Comparison

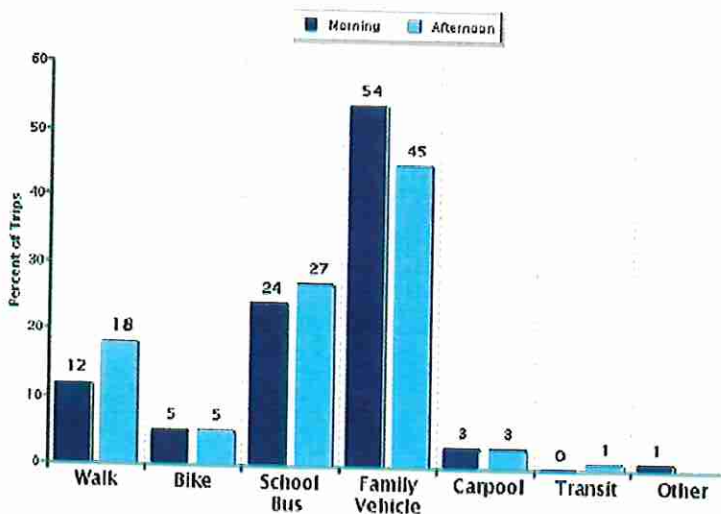
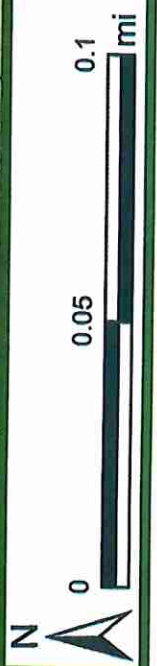


FIGURE 7: COMBINED TOTALS FROM 13 SCHOOLS ON TRAVEL MODES.

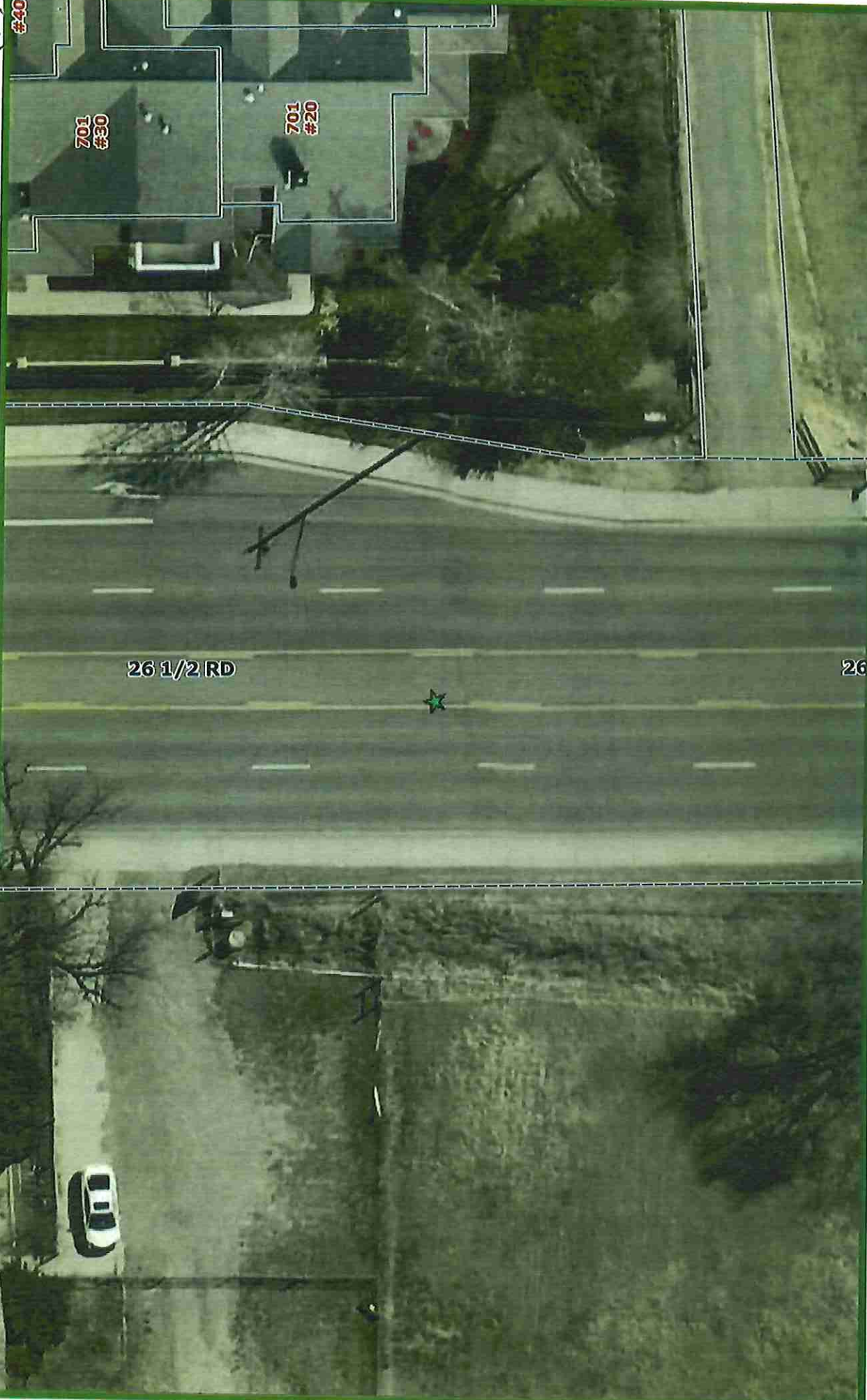
Horizon Drive by 7th City of Grand Junction 2018 12,056 county (E)



Printed: 2/14/2020  
1 inch equals 188 feet  
Scale: 1:2,257



7th St + S Horizon Dr. City of Grand Junction 2015 12,541 counts (F)

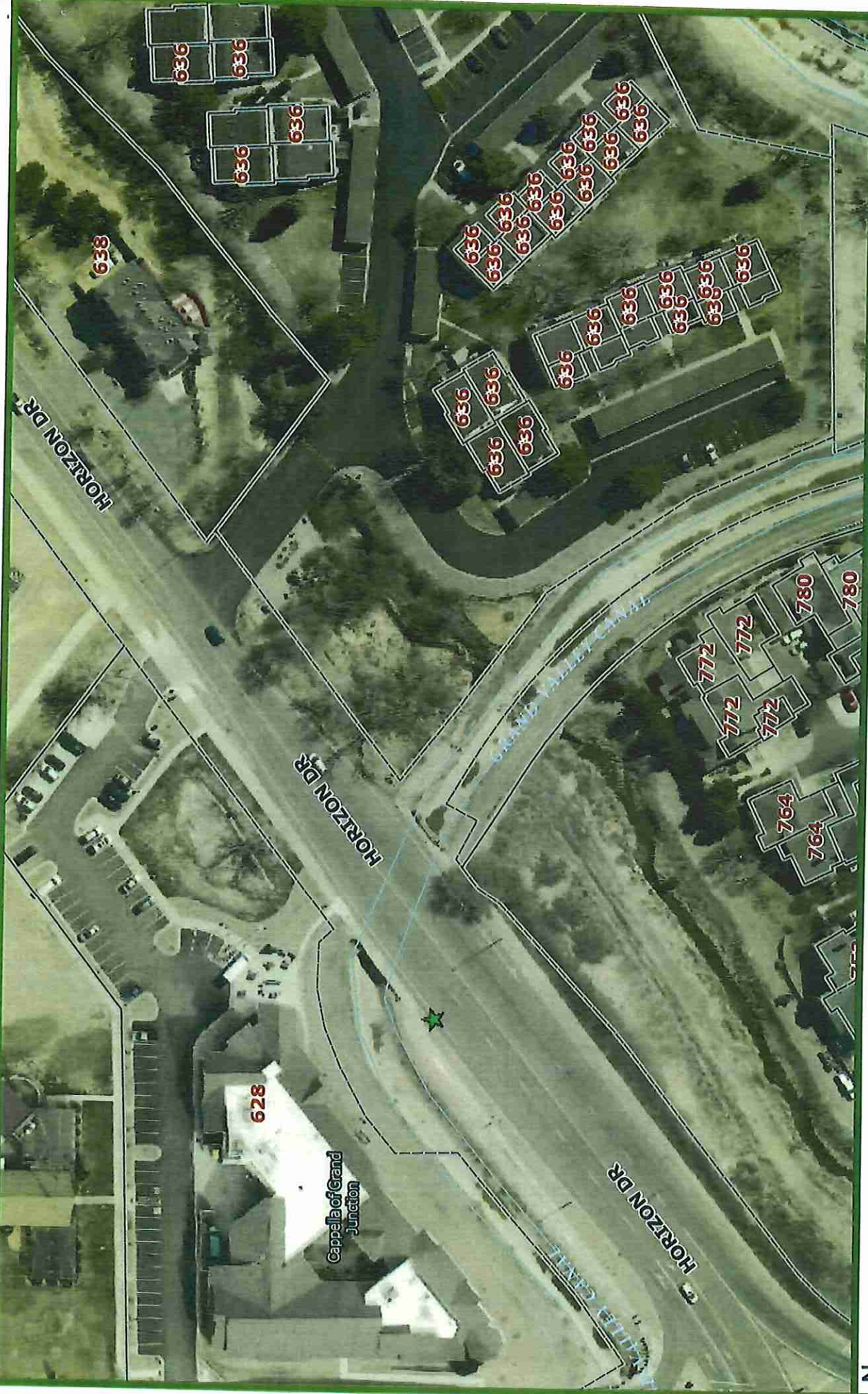


Printed: 2/14/2020  
1 inch equals 24 feet  
Scale: 1:282

2015 - 8,111 counts

City of Grand Junction Horizon Dr E of 7th

©



Printed: 2/14/2020  
1 inch equals 94 feet  
Scale: 1:1,128

0.07 mi

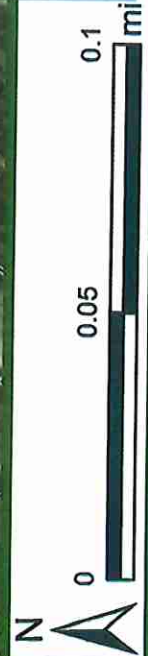
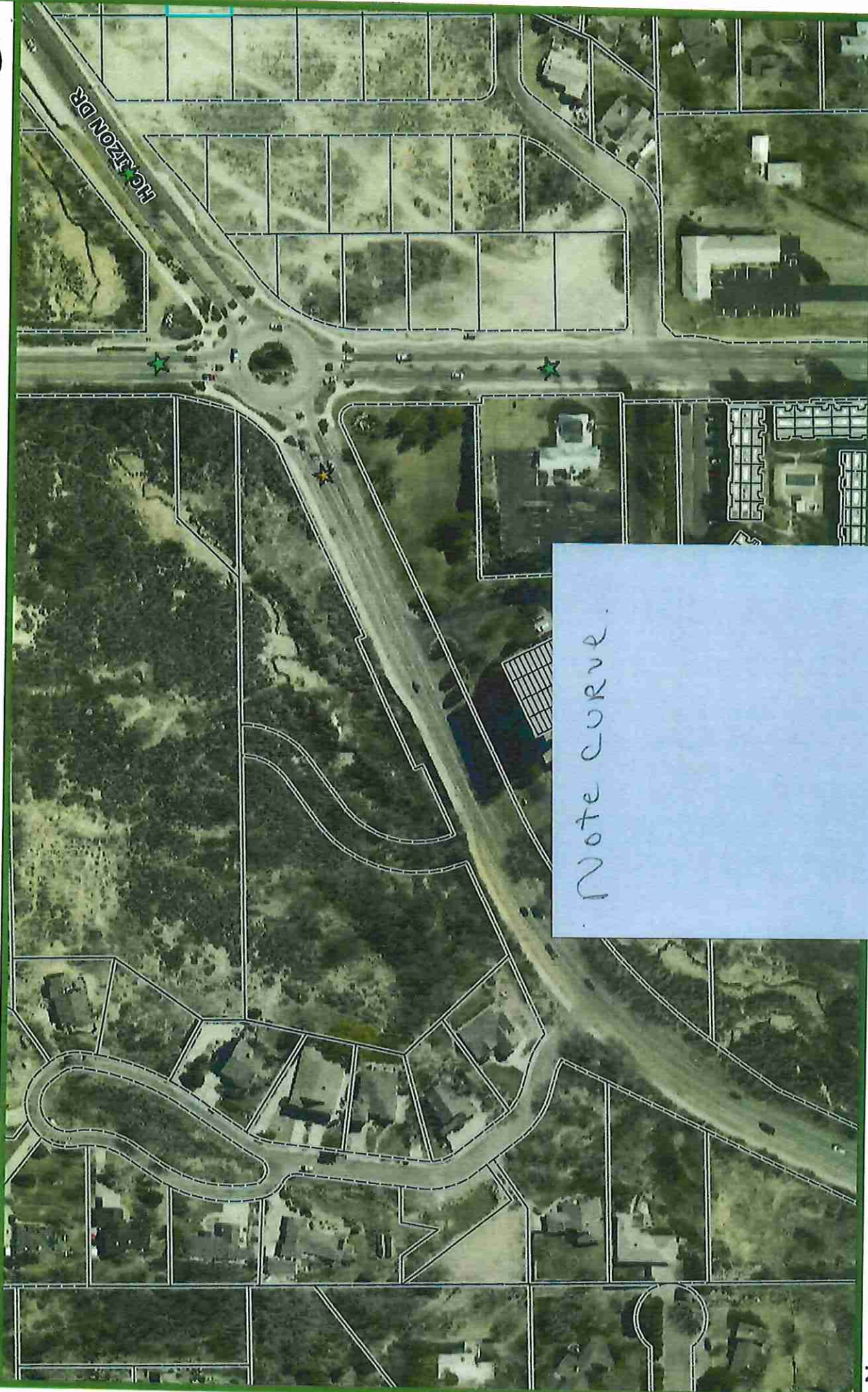
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# City of Grand Junction

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# Grand Valley

2045 REGIONAL  
TRANSPORTATION  
PLAN UPDATE

## GRAND VALLEY 2045 REGIONAL TRANSPORTATION PLAN UPDATE

Draft Report February 2020

PREPARED BY

PREPARED FOR

FEHR PEERS

518 17th Street  
Denver, CO 80202



### Mesa County Population Share by Age

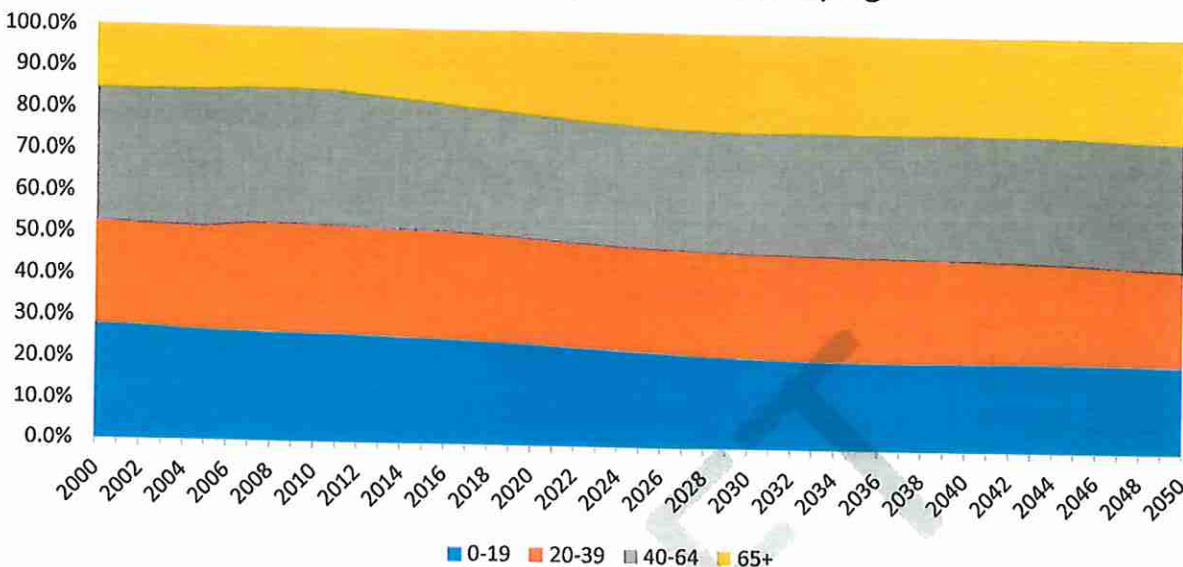


Figure 4.6: Share of Population by Age (2000 to 2050)

As the share of the traveling population ages, the region will see new demands on the transportation system – from larger signage, to more safety improvements, to additional transportation choices. Nearly 40 percent of total population change between now and 2050 is a result of residents 65 and older. As the region’s population continues to age, older adults will face increasing transportation challenges.

Population growth within the region may also be viewed in terms of the distribution of residents – or persons per square mile. All communities in Mesa County are expected to experience additional growth, development and build out to accommodate the anticipated 80,000 new residents by 2050. The majority of that growth is projected to occur in existing urban areas – particularly within Grand Junction, Fruita, Clifton and Palisade.

Unincorporated areas of the County, other municipalities such as DeBeque and Collbran and suburban areas such as the Redlands will continue to experience growth, but to a lesser extent and in less densely developed areas. Population growth in outlying areas will increase demand for the regional transportation system to connect communities and provide corridors for commuting and recreational travel. Growth in urban areas will increase demands for active transportation options, transit routes and road projects that improve safety and efficiency or reduce congestion.

### Economic Trends

Mesa County’s economy is predominately based in service industries. Employment is concentrated in health care, retail, accommodation, education and public administration industries. This reflects the region’s status as the major health and educational center for Western Colorado and surrounding states, as a hub of shopping and services for the Western Slope and as Colorado’s western gateway and

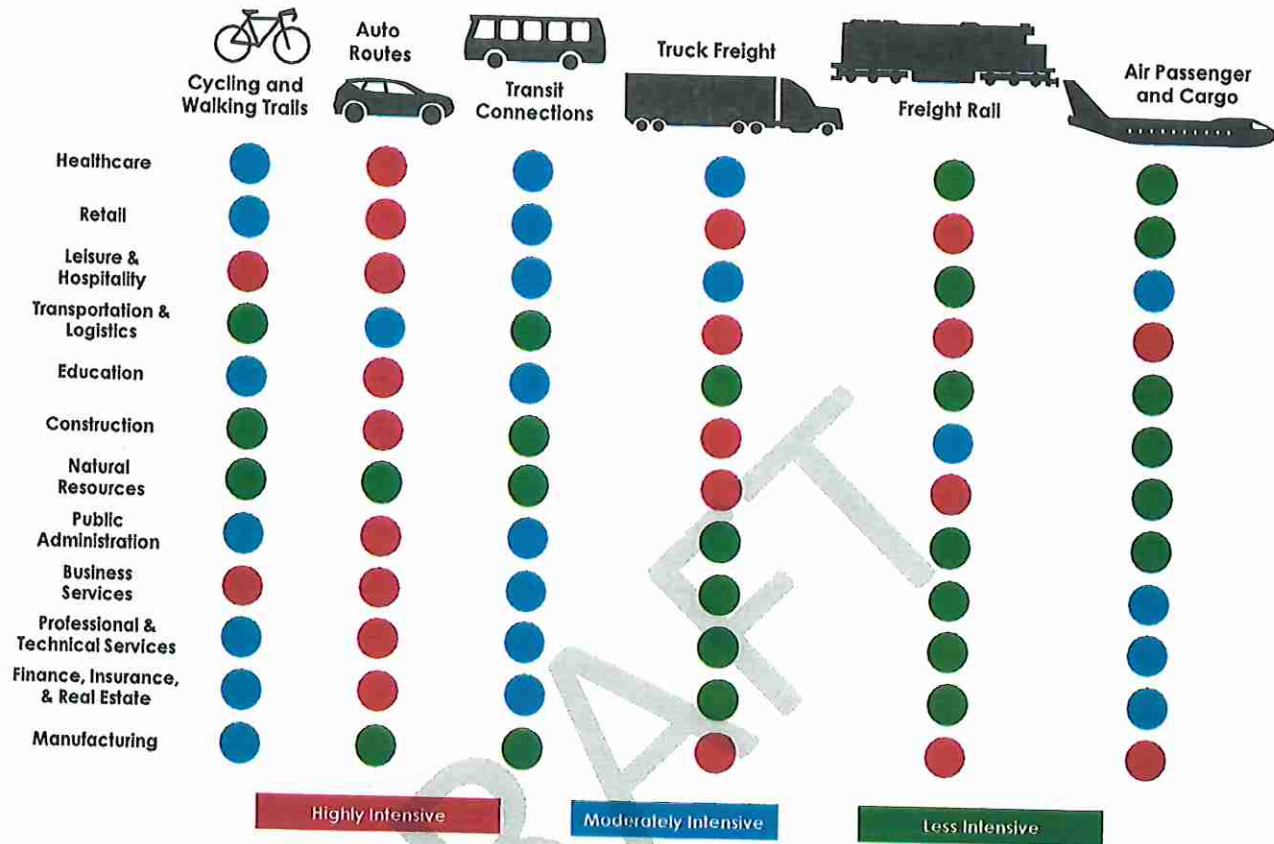


Figure 4.10: Transportation Demands by Industry

While employment is rising, wages are not witnessing the same increase. **Figure 4.11: Mesa County Wages by Industry** shows the breakdown of wages by industry for Mesa County workers in 2018. Half of all County workers have low-wage jobs while 21% are in high-income roles. This has implications for travel patterns because higher income workers tend to make more discretionary trips and be less reliant on transit service.

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**NATURETECH CONSULTANT SERVICES CORP.**

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**TO:** LILY FITCH  
**FROM:** DR. MICHAEL J. VILLA  
**SUBJECT:** COMMENTS REGARDING CONCEPTUAL DESIGN SUBMITTAL FOR  
**DATE:** 12/10/2019

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Lily, per the request of your Homeowners Association (HOA) to review the proposed conceptual design of the subject parcel known as "Parcel No 2945-021-13-037 (Horizon Glen Sub (14.77)). The subject parcel is a 2.22-acre parcel of land located near Horizon Drive and Horizon Glen Court. The subject parcel will be accessed from Horizon Drive and located on a future planned road known as Horizon Glen Drive. The subject parcel is currently vacant but is being considered for rezoning from Planned Development (PD) to (R-8) zoning. Per your request to review the potential environmental impacts associated with a conceptual design of a Planned Development at the site on the environmental resources in the area, I offer the following comments and analysis. The analysis of the site is based on the following information.

- Documentation provided to me by your association
- Aerial photography from the City of Grand Junction GIS Community Development Map
- Mesa County GIS Map
- United States Fish and Wildlife (USFWS)– National Wetland Inventory Map (NWI)
- Phone Conversation with United States Army Corps of Engineers (USACE) Acting Office Chief, Grand Junction – Travis Morse
- United States Bureau of Land Management (BLM)Map for Grand Junction Resource Area.
- My personal familiarity with the area in completing nearly 30 years of land use review in and near the area.

I offer the following specific comments as they relate to the potential environmental constraints currently existing at the subject property.

### **USFWS/USACE Concerns:**

The subject parcel, shown in Figure 1, while not being formally mapped within the extent of the current NWI map, logically forms a connection with the existing NWI mapping (Figure 2). In addition, in 1996, Lot 18 Parcel No. 2945-021-13-038 (Figure 2) a formal "Jurisdictional Determination" was completed by Randy Snyder of the USACE and documented under PM No. 199675444. The wetlands identified as a result of that effort are supported hydrologically through both surficial and subsurface connections via unnamed tributaries to Leach Creek (Figure 3). In addition, the confluence of a larger unnamed tributary and Leach Creek are located immediately proximal to the intersection of Horizon Drive and Horizon Glen Court (Figure 4). Any development application contemplating disturbance of this site will require consultation with the USFWS by proxy through the USACE with respect to the "Clean Water Act".

Based on my review of the current mapping, data provided by you of the adjacent property and understanding of the watershed connectivity in the area, additional wetland permitting by the applicant will likely be necessary. Impacts to the wetland resource may be significant on the site as it appears the parcel is significantly constrained by the extent of wetlands in the area. The amount of impact will dictate the level of permitting required for any development application.

Prior to formal planning of the site, a jurisdictional determination should be required to assure that impacts to Wetland and Waters of the United States (WOTUS) are considered. This will help with the development application process, because impact avoidance and minimization are a necessary component of the wetland permitting process.

As you are probably aware, any development application will also need to be reviewed with respect to the wildlife resource that exists on the site. The Colorado Division of Wildlife is tasked with the administration of both game and non-game species within the state. As such, they should be contacted to provide comment regarding the significance of maintaining movement corridors for wildlife species within the urban context. Living in the area, you have shown me in photos and told me stories of the wildlife that use the area. Open spaces within the context of urban environments are important habitat for wildlife that use them. With any development application, robust, mitigation measures specific to wildlife concerns should be developed. This should be done in order to minimize impacts to the wildlife resources that currently exist at the site. Design criteria such as density, fencing, landscaping, lighting, noxious weed plan, and nuisance wildlife measures should be incorporated in any planning effort. A general site plan with proposed features as well as improvements, construction documents and planting plans so that potential wildlife impacts can be considered is also advised.

These comments provide a general overview of the potential effects to natural resources in the area. Until a more detailed plan is proposed it is difficult to quantify the extent of the potential impacts that may occur as a result of implementation of that plan. Please let me know if you have additional questions regarding these comments.

Sincerely,

Dr. Michael J. Villa

NatureTech Consultant Services Corp.

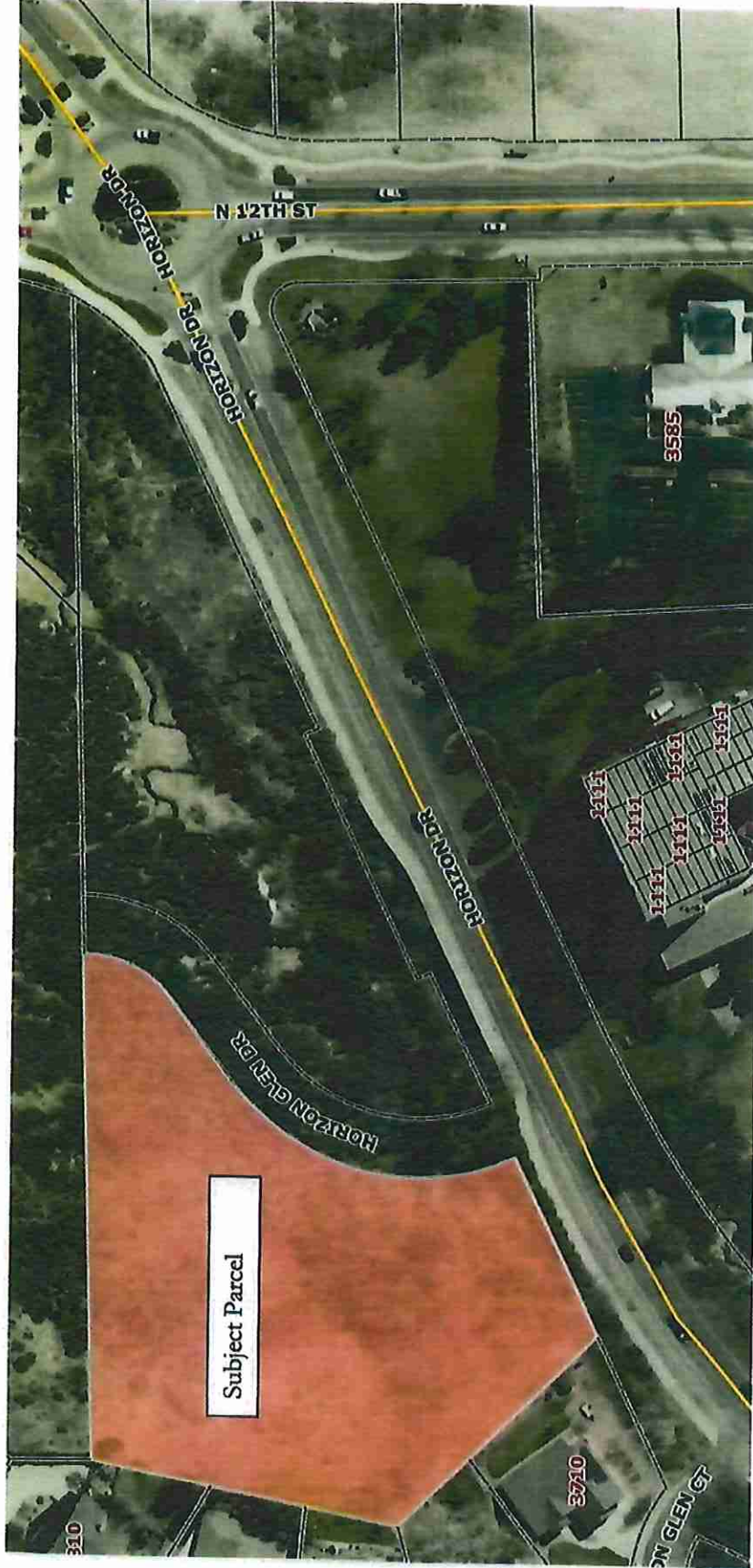
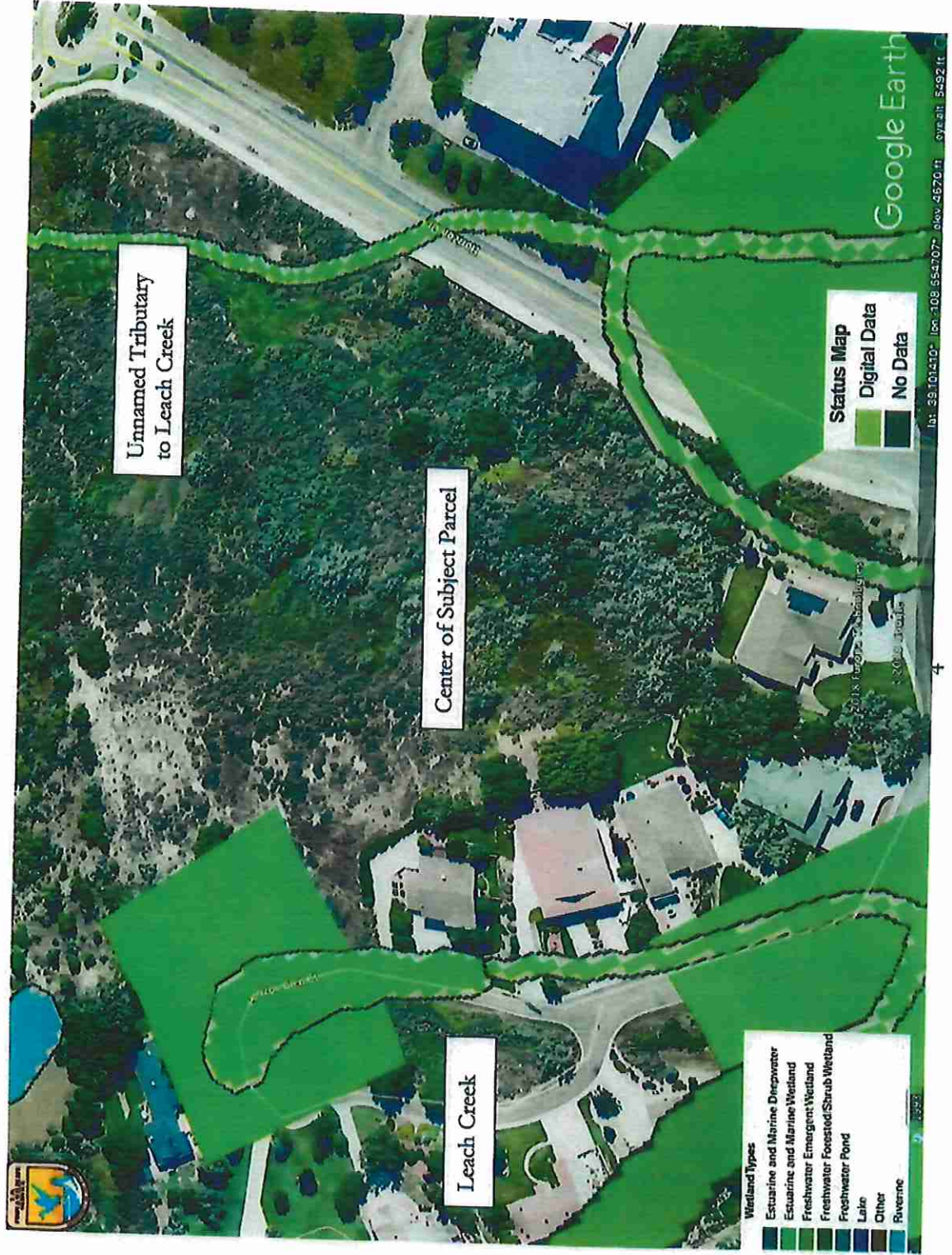


Figure 1. Subject Parcel 2945-021-13-037 – Lot 17. Horizon Glen Subdivision  
City of Grand Junction GIS Mapping



Unnamed Tributary  
to Leach Creek

Center of Subject Parcel

Leach Creek

- Wetland Types**
- Estuarine and Marine Deepwater
  - Estuarine and Marine Wetland
  - Freshwater Emergent Wetland
  - Freshwater Forested/Shrub Wetland
  - Freshwater Pond
  - Lake
  - Other
  - Reverne

- Status Map**
- Digital Data
  - No Data

Google Earth

lat: 39.101410° lon: -108.554707° elev: 4670 ft. copyright: 2018





Figure 2. National Wetlands Inventory Map

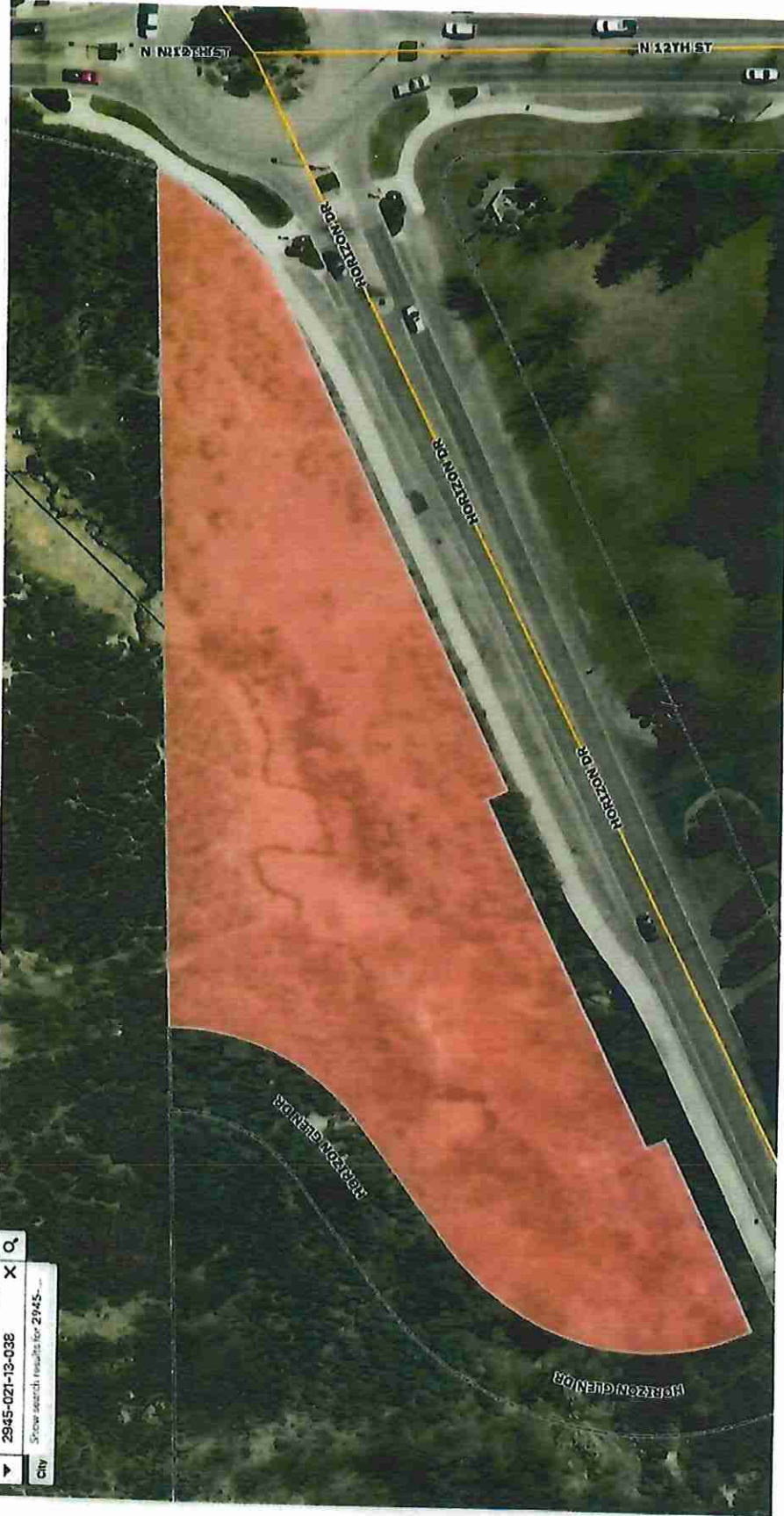


Figure 3. Lot 18 Horizon Glen Subdivision (USACE 199675444)  
City of Grand Junction GIS Mapping

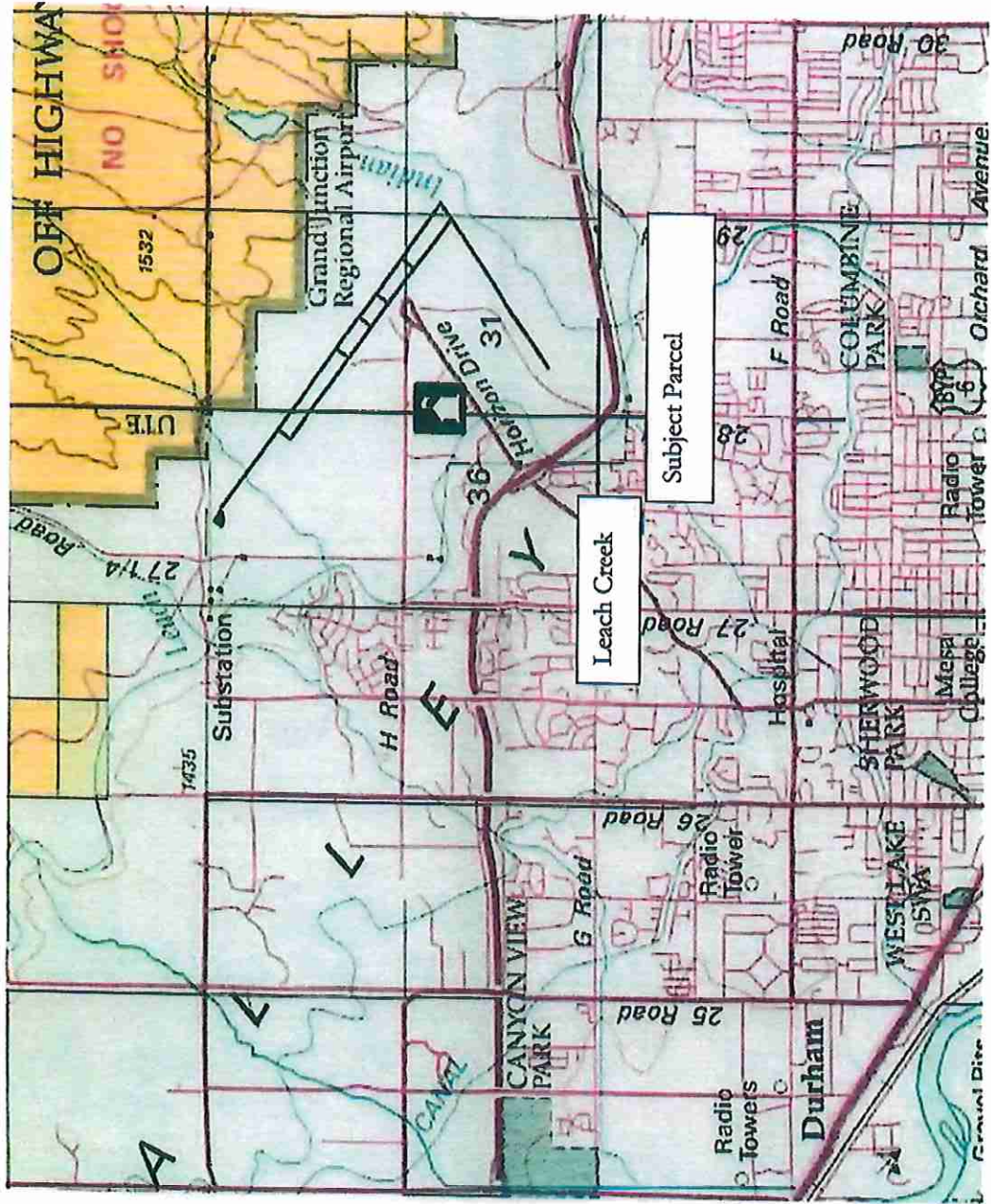


Figure 4. BLM Resource Area Mapping

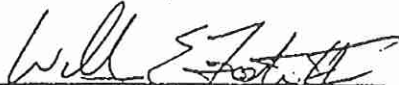
BOOK 1864 PAGE 670

1585578 03:05 PM 11/06/91  
MONIKA TODD CLK&REC MESA COUNTY CO


NOTICE

Lots 17 & 18 of Horizon Glen Subdivision, The Plat of which is recorded in Plat Book 111, at page 23, 24-25, of the records of the Mesa County Clerk and Recorder is in process of a Planned Unit Development Review by the Grand Junction Community Development Department.

S L Ventures, Inc.

  
BY: William E. Foster, II  
President

City of Grand Junction

  
BY  
CITY ATTORNEY

BOOK 1864 PAGE 671

DEVELOPMENT IMPROVEMENTS AGREEMENT1585579 03:05 PM 11/06/91  
MONIKA TODD CLK&REC MESA COUNTY CO

1. Parties: The parties to this Development Improvements Agreement ("the Agreement") are SL VENTURES, INC., ("the Developer") and THE CITY OF GRAND JUNCTION, Colorado ("the City").

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

2. Effective Date: The Effective Date of the Agreement will be the date that this Agreement is recorded which is not sooner than recordation of the first final plat for Horizon Glen Subdivision.

RECITALS

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

DEVELOPER'S OBLIGATION

3. Improvements: The Developer will design, construct and install, at its own expense, those on-site and off-site subdivision improvements listed on Exhibit "B" attached and incorporated by this reference. The Developer agrees to pay the City for inspection services performed by the City, in addition to amounts shown on Exhibit B. The city estimates that ~~the City~~ <sup>will be</sup> required for City inspection of the required improvements. <sup>50.00</sup>

*Handwritten notes:*   
K. L. ...  
J. E. F.  
S. M. ...

4. Security: To secure the performance of its obligations under this Agreement (except its obligations for warranty under paragraph 6), the Developer will enter into an agreement which complies with either option identified in paragraph 24.

5. Standards: The Developer will construct the Improvements according to the standards and specifications as adopted by the City as of the date of final plat recordation.

BOOK 1864 PAGE 672

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

7. **Commencement and Completion Periods:** The improvements, each and every one of them, will be completed within twenty-four months from the Effective Date of this Agreement (the "Completion Period").

8. **Compliance with Law:** The developer will comply with all relevant federal, state and local laws, ordinances, and regulations in effect at the time of final subdivision plat approval when fulfilling its obligations under this Agreement.

9. **Notice of Defect:** The Developer's Engineer will provide timely notice to the Developer, contractor, issuer of security and the City Engineer whenever inspection reveals, or the Developer's Engineer otherwise has knowledge, that an improvement does not conform to City standards and any specifications approved in the development application.

10. **Acceptance of Improvements:** The City's final acceptance and/or approval of improvements will not be given or obtained until Developer presents a document or documents, for the benefit of the City, showing that the Developer owns the improvements in fee simple and that there are no liens or other restrictions on the improvements. For purpose of this Agreement, mechanic's lien waivers from all contractors and subcontractors working on or supplying materials for the benefit of improvements to the subdivision will suffice.

Approval and/or acceptance of any improvements does not constitute a waiver by the City of any rights it may have pursuant to paragraph 6 hereinabove on account of any defect in or failure of the improvement that is detected or which occurs after the approval and/or acceptance.

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

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

- a. Developer's failure to complete each portion of the Improvements in conformance with the agreed upon time schedule; the City may not declare a default until a fourteen calendar day notice has been given to the Developer and the Developer has failed or refused to

BOOK 1864 PAGE 673

take substantial steps to correct whatever deficiency the City has notified the Developer about;

- b. Developer's failure to demonstrate reasonable intent to correct defective construction of any improvement within the applicable correction period; the City may not declare a default until a fourteen calendar day notice has been given to the Developer;
- c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; in such event City may immediately declare a default without prior notification to Developer.

13. **Measure of Damages:** The measure of damages for breach of this Agreement by Developer will be the reasonable cost of satisfactorily completing the Improvements. However, neither that amount nor the amount of a letter of credit, the subdivision improvements disbursement agreement or cash escrow establish the maximum amount of the Developer's liability. For improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit "B" will be prima facie evidence of the cost of completion.

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

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

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

17. **Vested Rights:** The City does not warrant by this Agreement that the Developer is entitled to any other approval(s)

BOOK 1864 PAGE 674

required by the City, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.

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

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

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

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

If to Developer:                   SL Ventures, Inc.  
  Timothy E. Foster  
  422 White Avenue, Suite 323  
  Grand Junction, CO 81501

  SL Ventures, Inc.  
  William E. Foster II  
  101 South Third, Suite 375  
  Grand Junction, CO 81501

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

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

23. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, letter of credit, subdivision improvements disbursements agreement, or cash escrow agreement will be deemed to be proper only if such action is commenced in District Court for Mesa County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

BOOK 1864 PAGE 675

24. The improvements guarantee required by the City Code to ensure that the improvements described in the improvements agreement are constructed to city standards may be in the form of an agreement: (I) between a bank doing business in Mesa County and the City or as described in (II) below or between the City and the Developer as set forth in (III) below.

I. The agreement between a bank and the City (I) shall provide, among other things, for the bank to guarantee and warrant to the City that it shall:

a. have available money equal to the estimated costs of the required improvements, in an amount equal to the amount agreed upon in the Improvements Agreement;

b. only pay such amounts to contractors who have constructed required Improvements.

c. only pay such amount after the bank has received the written approval of the City Engineer, or his designee; the City Engineer shall inspect within three (3) working days of request;

II. The alternative to (I), above is identified as (II) and shall contain the following provisions:

The Finance Department of the City will act as disbursing agent and will account for disbursements to Developer contractors as required improvements are completed and accepted.

The City will accept a cash deposit from the Developer equal to the City approved estimate of the required improvements, for the purposes of securing and guaranteeing the construction of the required sewer, water, streets, and on-site improvements in the development plan. Such deposit(s), currently estimated at approximately \$138,370 plus inspection costs shall be given to the City's Finance Department, commingled with other funds of the City and specifically invested in the short term market. Interest income shall be allocated to the Developer's escrow account monthly, in the same manner as other short-term investments of the City.

TEF  
DREA  
LW

Such interest income shall be used to reimburse the General Fund of the City for accounting and transaction costs incurred in making payments to the appropriate contractors. For purposes of this Agreement, the City's costs shall be \$100.00 for each check disbursement or other transaction which is made. After all required improvements have been made and accepted by the City, any surplus funds remaining in the account shall be returned to the developer within thirty (30) calendar days of said acceptance date. No guarantee as to the level of interest income or rate of return on the funds so deposited is either implied or made in this Agreement, the City agrees only to keep the funds invested as with other City funds. Any transaction costs which are not covered by the amount of the deposit plus accrued interest shall be paid to

in excess of 1% of total funds deposited on the calculated transaction costs whichever is greater  
TEF  
DREA



BOOK 1864 PAGE 676

the City by the Developer in like manner within thirty (30) days of completion of the improvements.

e. in any event, Developer promises to construct the required improvements to the satisfaction of the City Engineer, in accordance with the approved plans and specifications.

III. The alternative to (I) and (II), above is identified as (III) and shall contain the following provisions:

The Agreement between the City and the Developer shall provide for the Developer to guarantee and warrant to the City that it shall:

a. have money available in a separate account to complete the required improvements in the amount set forth pursuant to this Agreement. EACH CHECK REQUIRES THE SIGNATURE OF DEVELOPER AND THE CITY

TEF  
SMTA  
LEAF

b. only pay such amounts to contractors who have constructed required improvements.

c. only pay such amounts to Contractors after receipt of written acceptance or approval of said work by the City Engineer or his designee; the City Engineer or his designee shall inspect within three (3) working days of receipt.

25. Benefits: The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer, and shall be a covenant(s) running with the property.

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

Attest:

*Neva B. Lockhart*  
Neva B. Lockhart  
City Clerk  
*Jessica J. Martinez*

City of Grand Junction  
250 North Fifth Street  
Grand Junction, CO 81501

By: *Mark K. Achen*  
Mark K. Achen  
City Manager

Attest:

*[Signature]*  
Secretary

Horizon Glen Subdivision

By: *William E. Foster II*  
William E. Foster II  
President

*First Revision*  
CITY OF GRAND JUNCTION IMPROVEMENT AGREEMENT

RE: HORIZON GLEN SUBDIVISION, Filing No. One NW 12th St. & Horizon Drive  
Name of Subdivision or Other Improvement Location

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision and as shown on the subdivision plat of HORIZON GLEN SUBDIVISION, Filing No. One date June 1991, the following improvements to City of Grand Junction standards and to furnish an Improvements Guarantee in the form acceptable to the City for these improvements.

BOOK 1364 PAGE 677

Improvements	Quantity and Unit Costs	Estimated Cost	Estimated Completion Date
Street Grading	2600 CY @ 2 <sup>00</sup>	5,200 <sup>00</sup>	Oct. 1991
Street Base	1450 ton @ 8 <sup>00</sup>	11,600 <sup>00</sup>	Oct. 1991
Street Paving	490 ton @ 27 <sup>00</sup>	13,230 <sup>00</sup>	Oct. 1991
Curbs and Gutters	1350 LF @ 3 <sup>00</sup>	4,050 <sup>00</sup>	Oct. 1991
Sidewalks	1350 LF @ 6 <sup>00</sup>	8,100 <sup>00</sup>	Oct. 1991
Storm Sewer Facilities	4 CMP @ 500 <sup>00</sup>	1,500 <sup>00</sup>	Oct. 1991
Sanitary Sewers			
Mains	1322 @ 20 <sup>00</sup>	26,440 <sup>00</sup>	Oct. 1991
Laterals/House Connections	17 ea. @ 150 <sup>00</sup>	2,550 <sup>00</sup>	Oct. 1991
On-site Sewage Treatment	NA		
Water Mains	1500 LF @ 18 <sup>00</sup>	27,000 <sup>00</sup>	Oct. 1991
Fire Hydrants	2 ea. @ 1500 <sup>00</sup>	3,000 <sup>00</sup>	Oct. 1991
On-site Water Supply	NA		
Survey Monuments	NA		
Street Lights	2 ea @ 1000 <sup>00</sup>	2,000 <sup>00</sup>	Oct. 1991
Street Name Signs	21 ea @ 100 <sup>00</sup>	2,100 <sup>00</sup>	Oct. 1991
Construction Administration	—	3,500 <sup>00</sup>	Oct. 1991
Utility Relocation Costs	None		
Design Costs		5,500 <sup>00</sup>	Oct. 1991
SUB TOTAL			

Supervision of all installations (should not normally exceed 4% of subtotal) \$5320

TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION: \$ 138,370<sup>00</sup>

The above improvements will be constructed in accordance with the specifications and requirements of the City or appropriate utility agency and in accordance with detailed construction plans, based on the City Council approved plan, and submitted to the City Engineer for review and approval prior to start of construction. The improvements will be constructed in reasonable conformance with the time schedule shown above. An Improvements Guarantee will be furnished to the City prior to recording the subdivision plat.

*[Signature]*  
Signature of Subdivider  
Pres. S.L. Velnes  
(If corporation, to be signed by President and attested to by Secretary, together with the corporate seal.)  
*[Signature]* Sec

DATE: 10/16 1991

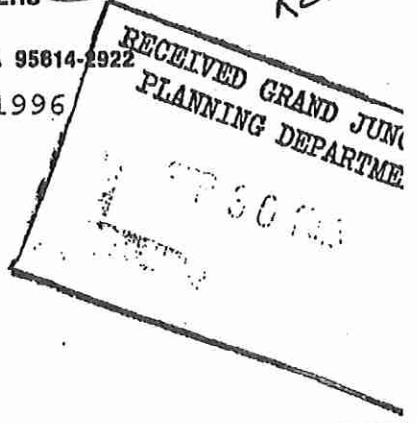
I have reviewed the estimated costs and time schedule shown above and, based on the plan layouts submitted to date and the current costs of construction, I take no exception to the above.

*[Signature]* 10-16-91  
City Engineer



DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
1325 J STREET  
SACRAMENTO, CALIFORNIA 95814-2922

R2P-90



REPLY TO  
ATTENTION OF

September 27, 1996

Regulatory Branch (199675444)

Mr. Michael Drollinger  
City of Grand Junction  
Community Development Department  
250 North 5th Street

City of Grand Junction  
Community Development Department  
250 North 5th Street  
Grand Junction, Colorado 81501

Dear Mr. Drollinger:

We are responding to your written request for comment on the proposed development of Horizon Glenn Subdivision Lot 18. The project is located within Section 2, Township 1 South, Range 1 West, Mesa County, Colorado.

Based on a site inspection by Randy Snyder of this office on September 27, 1996, we determined that property does contain jurisdictional wetland. In accordance with Section 404 of the Clean Water Act, A Department of the Army permit is required for any excavation or discharge (including mechanized land clearing) of dredged or fill material in waters of the United States, including wetlands. Federal law requires that any individual or entity proposing to excavate or discharge into waters of the United States obtain a Department of the Army permit prior to commencing just work. To aid the applicant, we have enclosed a list of wetland consultants who routinely perform wetland delineations and are familiar with the Section 404 permit process.

process.

We have assigned number 199675444 to this determinati  
Please contact Mr. Randy Snyder and refer to this number i  
have any questions regarding this matter and for permit  
requirements at (970) 243-1199 or the address below.

Sincerely,

*Ken Jacobson*  
Ken Jacobson

171 Eight Mile Lane  
Polson, MT 59860  
October 4, 1996

City of Grand Junction  
Community Development Dept.  
250 North Fifth Street  
Grand Junction, CO 81501

Dear Planning Commission Members:

RE: Request to Re-zone Horizon Glen Subdivision Lot #18

As owners of Lot #14, 3740 Horizon Glen Court, Horizon Glen division, we hereby express the following concerns and opin

1. Changing the zoning would be inconsistent with the residential character of the neighborhood.
2. The social impact would be distinctly adverse to the immediate sphere of influence.



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Community Development Dept.  
Page 2  
October 4, 1996

We hereby request that lot #18, Horizon Glen Subdivision be restricted to the current zoning (Planned Residential--1.8 per acre).

Yours truly,

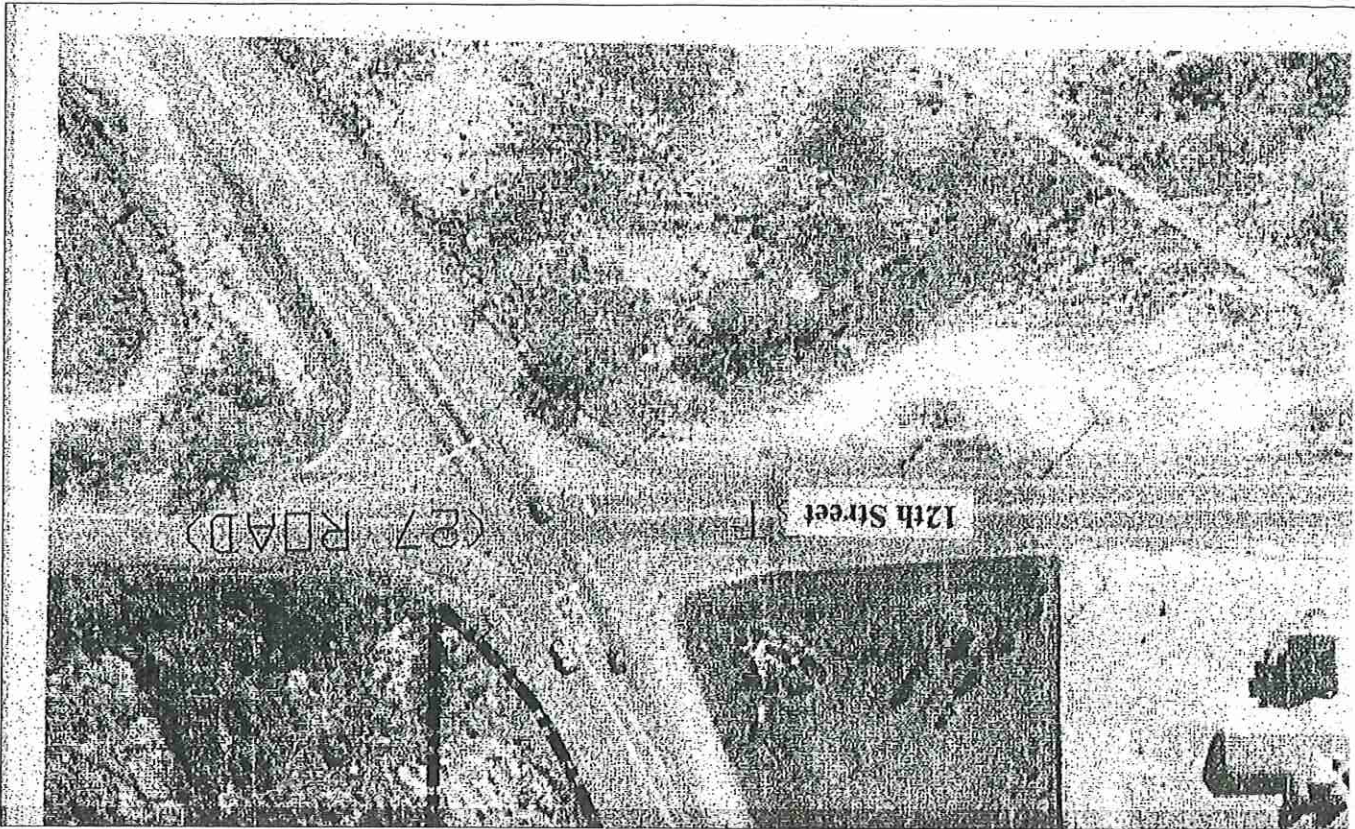
Roy Wahlberg

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The following criteria must be considered with any rezone request:

*A. Was the existing zoning an error at the time of adoption?*

The existing zoning was not an error, in fact it was requested by the owner.

*B. Has there been a change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, development transit, etc.?*

There has not been a change in character in the area. The area continues to develop residentially.

*C. Is there an area of community need for the proposed rezone?*

Staff believes there is not an area of community need for the rezone. There is an abundance of business and commercial zoning existing along the Horizon Drive corr

*Draft to respond to Dec 11th meeting.*

*Based on denial of rezone for commercial development*



*D. Is the proposed rezone compatible with the surrounding area or will there be adverse impacts?*

The applicant has worked closely with staff on the site design to make it as compatible with the surrounding area as possible. Some visual impacts are impossible to screen from surrounding residential areas because of elevation differences. Certainly the traffic and lighting impacts of the proposed businesses will be greater than if the site were to develop residentially as originally proposed.

*E. Will there be benefits derived by the community, or area, by granting the proposed rezone?*

Staff does not see any benefits to the community or area by the rezone.

*F. Is the proposal in conformance with the policies, intents and requirements of this Code, with the City Master Plan and other adopted plans and policies?*

The City's Growth Plan designates this area for residential medium low density (2 - 3.9 units per acre). The proposal is also in conflict with the following stated goals and policies of the Growth Plan:



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Goal 8: To support the long-term vitality of existing centers of community activity as shown in Exhibit V.7 (identifying Mesa Mall Environs, Downtown Commercial Core, Mesa College, Airport Environs, Horizon Dr. and Clifton).

Policy 11.2: The City and County will limit commercial encroachment into stable residential neighborhoods. No new commercial development will be allowed in areas designated for residential development unless specifically approved as part of a planned development.

Policy 12.3: The City and County will protect stable residential neighborhoods from encroachment of incompatible residential and non-residential development.

Staff also finds the proposal to be in conflict with the following sections of the Zoning and Development Code:

4-1-1 The purpose of establishing zone districts:

- A. Encourage the most appropriate use of land throughout the City and to ensure a logical and orderly growth and development of the physical elements of the City;
- B. Prevent scattered, haphazard, suburban growth and guide orderly transitions of urban



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Policy 12.3: The City and County will protect stable residential neighborhoods from encroachment of incompatible residential and non-residential development.

Staff also finds the proposal to be in conflict with the following sections of the Zoning and Development Code:

4-1-1 The purpose of establishing zone districts:

- A. Encourage the most appropriate use of land throughout the City and to ensure a logical and orderly growth and development of the physical elements of the City;
- B. Prevent scattered, haphazard, suburban growth and guide orderly transitions of urban areas;
- D. Protect and maintain the integrity and character of established neighborhoods;



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G. Are adequate facilities available to serve development for the type and scope suggested by the proposed zone?

Adequate facilities are available to serve the development or could reasonably be extended.

Staff finds that the rezone request cannot be supported by the above criteria.

**STAFF RECOMMENDATION:**

Staff recommends denial of the rezone and preliminary plan.

**RECOMMENDED PLANNING COMMISSION MOTION:**

Mr. Chairman, on item RZP-96-197, I move we recommend approval of the rezone and approval of the preliminary plan.

**NOTE:** Staff recommendation is for denial of the motion.

Staff finds that the rezone request cannot be supported by the above criteria.

[REDACTED]

**STAFF RECOMMENDATION:**

Staff recommends denial of the rezone and preliminary plan.

**RECOMMENDED PLANNING COMMISSION MOTION:**

Mr. Chairman, on item RZP-96-197, I move we recommend approval of the rezone and approval of the preliminary plan.

NOTE: Staff's recommendation is for denial of the motion.

My name is David Hoffman. I am a 25+ year resident of the Horizon Glen Subdivision, specifically 3755 Horizon Glen Court, and I am here this evening to speak about my concerns with the approval of a rezone on the 2.2 acres that are Lot 17 of the subdivision in which I reside; Horizon Glen (as amended). My concerns, and those of my neighbors are manyfold, but according to those at Community Development, the rezone request process is not the time for the airing of those concerns.

The one concern that is timely in any consideration of further development along Horizon Drive is that of increased traffic counts, and the effects of those increases. In a brief phone call to Scott Peterson of Community Development this Monday morning (2/24/20), I was informed that a "development engineer" had made a perfunctory perusal of the rezone submittal, but any concrete suggestions for mitigation would have to wait until the time of Subdivision. As with many of the neighborhood concerns; wetlands, wildlife corridor, traffic, etc. we have been told that all these concerns need to wait until a Subdivision proposal is submitted.

In many ways I understand this approach, as there is a Comprehensive Plan available that simplifies, and expedites the decision making process; helping keep much emotion at bay. It <sup>work</sup> allows for quick decisions for a volunteer commission that is often inundated with requests.. The down side to this is a seeming "rubber stamp", and a loss of <sup>any</sup> ~~much~~ imagination in the process. "If the rules say this, then this is what we do".

I am saying that even a rezone approval may be premature at this point, until a longer view is taken of the acreage that abuts this parcel to the North and East. It is human nature to look only at the 2.2 acres and think "12 units won't be much of an impact", failing to see the larger picture of the later development of 20+ acres at an equal or greater density, and that with only 2 proposed avenues of ingress/ egress. Suddenly innocuous traffic concerns become monumental, greatly impacting quality of life.

In addition, I am wondering if the platting of a R.O.W. (Horizon Glen Drive) on the subject parcel meets the standards for roadways in 2020. Is there adequate width to accommodate future growth? Does something platted in 1990 handle pedestrian and bicycle issues? Mass transit? Aren't soil issues of paramount concern to the construction of public roadways? One need look no further than the failed parking areas of the nearby Safeway to see the issues inherent in building on wet, compressive soils.

I believe my questions and concerns to be legitimate, and at this juncture largely unaddressed. It is my feeling that these issues need more municipal engineering input before this process moves forward. Where Scott Peterson has suggested (at the end of his Staff Report) a motion to the Planning Commission for approval, I would suggest an alternative...that this request be tabled until more information can be brought to bear.

**GRAND JUNCTION PLANNING COMMISSION**  
**February 25, 2020 MINUTES**  
**6:00 p.m.**

The meeting of the Planning Commission was called to order at 6:12pm by Chairman Christian Reece.

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

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Trent Prall (Public Works Director), Rick Dorris (Development Engineer), Jarrod Whelan (Development Engineer), Dave Thornton (Principal Planner), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), and Jace Hochwalt (Associate Planner).

There were approximately 60 citizens in the audience.

**CONSENT AGENDA**

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Commissioner Wade moved to adopt Consent Agenda items #1-3. Commissioner Susuras seconded the motion. Motion carried unanimously 7-0.

**1. Approval of Minutes**

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- a. Minutes of the February 11, 2020 Regular Meeting.

**2. City Public Works Operations – Special Permit** **File # SPT-2020-35**

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Consider a request by the City of Grand Junction Public Works Department for a Special Permit to establish a materials storage and transfer site on a portion of a 74.83-acre parcel zoned CSR (Community Services and Recreation) located at 2620 Legacy Way.

**3. Code Text Amendment – Seventh Street Historic District Regulations**

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**File # ZCA-2019-716**

Consider a request by the City of Grand Junction to amend Title 26.32 of the North Seventh Street Historic Residential District Guidelines and Standards regarding demolition of structures.

## **REGULAR AGENDA**

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### **1. Horizon Villas - Rezone **File # RZN-2019-714****

Consider a request by Larson Building Solutions to rezone 2.22-acres from PD (Planned Development) to R-8 (Residential 8 units per acre) located adjacent to Horizon Glen Drive at Horizon Drive.

#### **Staff Presentation**

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

#### **Questions for Staff**

There was discussion regarding traffic in the area and a proposed traffic impact study that has not been conducted.

Commissioner Reece asked a question regarding the neighborhood center zoning designation on the Comprehensive Plan Future Land Use Map. Mr. Peterson stated the applicable zone districts in the Neighborhood Center designation.

#### **Applicant's Presentation**

Ted Ciavonne, Ciavonne Roberts & Associates, representing Larson Building Solutions, was present and made a comment regarding the request.

#### **Public Comment**

The public hearing was opened at 6:37pm.

The following spoke in opposition of the request: David Hoffman, Lily Fitch, Bill Fitch, Joe Graham, Stephanie Graham, Kevin Triplett, and Susan Madison.

The public hearing was closed at 6:54pm.

#### **Applicant's Response**

Mr. Ciavonne provided a response to public comment.

#### **Questions for Applicant**

Commissioner Reece asked questions regarding potential drainage, wildlife, and wetlands issues.

#### **Questions for Staff**

Commissioner Reece asked a question regarding the Comprehensive Plan Future Land Use Map and the ability of a minor arterial to handle a certain capacity of traffic flow.



Commissioner Scissors asked a question regarding a density miscommunication between the public comments and the staff report.

Commissioner Reece asked a question regarding the review process (e.g. rezone versus a new outline development plan).

### **Discussion**

Commissioner Wade made a comment regarding an additional exhibit presented to the Commission from Colorado Parks and Wildlife.

Commissioner Deppe made a comment in opposition of the request.

Commissioners Gatseos, Wade, Susuras, and Ehlers made comments in support of the request.

Commissioner Gatseos made a comment regarding lack of housing.

### **Motion and Vote**

Commissioner Wade made the following motion, “Madam Chairman, on the Horizon Villas Rezone, a request to rezone to R-8 (Residential – 8 du/ac) for the property located at Horizon Glen Drive at Horizon Drive, City file number RZN-2019-714, 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 6-1.

## **2. Code Text Amendment – Horizon Drive Zoning Overlay File # ZCA-2019-717**

Consider a request by the Horizon Drive Business Improvement District to add a Horizon Drive Zoning Overlay to the Zoning and Development Code at Title 27 of the Municipal Code.

Commissioner Reece recused herself from this item and left the auditorium.

### **Staff Presentation**

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

### **Questions for Staff**

None.

### **Applicant’s Presentation**

The Applicant, Vara Kusal representing Horizon Drive BID, was present and did not make a comment regarding the request.

### **Public Comment**

The public hearing was opened at 7:27pm.

None.

The public hearing was closed at 7:28pm.

### **Discussion**

Commissioner Gatseos made a comment regarding the unanimous decision the Horizon Drive BID board made in support of this request.

Commissioner Scissors made a comment in support of the request and complimenting the Horizon Drive BID board.

### **Motion and Vote**

Commissioner Deppe made the following motion, "Mister Vice-Chairman, on the Horizon Drive Zoning Overlay, City file number ZCA-2019-717, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

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

Planning Commission took a break at 7:30pm.

Planning Commission started back at 7:35pm.

### **3. Magnus Court Subdivision – Outline Development Plan**

#### **File # PLD-2019-374 and ANX-2019-137**

Consider a request by CR Nevada Associates LLC, JLC Magnus LLC and Bonds LLC for a Zone of Annexation for two (2) properties and rezone of two (2) properties from R-E (Residential Estate) and R-2 (Residential – 2 Dwelling Units per acre). All properties are seeking a zone district of Planned Development with an associated Outline Development Plan (ODP) called Magnus Court to develop 74 single-family detached lots with an R-2 (Residential – 2 du/ac) default zone district. The properties combined are 69.67 acres and are generally located at the west end of Magus Court and include the property addressed as 2215 Magus Court #A.

### **Staff Presentation**

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

### **Questions for Staff**

There was discussion regarding the condition of approval, the trail system, and the application process.

### **Applicant's Presentation**

The project's representative, Tedd Ciavonne, Ciavonne Roberts & Associates, was present and gave a presentation regarding the request.

Kari McDowell Schroeder, McDowell Engineering, was present and gave a presentation regarding the request and the Traffic Impact Study that was completed.

### **Questions for Applicant**

Commissioner Reece asked about access to two units on the plan.

Commissioner Deppe asked a question about access and parking on the auto-courts.

Commissioner Ehlers asked a question regarding the methodology for the traffic impact study.

### **Public Comment**

The public hearing was opened at 8:39pm.

The following spoke in opposition of the request: Sharon Sigrist, Naomi Rintoul, Dennis Guenther, Nuala Whitcomb, Lisa Lefever, Lori Carlston, Michael Petri, Susan Stanton, Lora Curry, Wayne Smith, Mike Mahoney, Richard Swingle, Lisa Smith, and Jay Thompson.

The public hearing was closed at 9:12pm.

Planning Commission took at a break at 9:12pm.

Planning Commission started back at 9:19pm.

### **Applicant's Response**

Mr. Ciavonne responded to public comment.

### **Questions for Applicant**

There was discussion regarding public access and stormwater drainage.

Commissioner Deppe asked a question regarding the origin of the applicants and if the development would also include the build-out of the subdivision.

There was discussion about auto courts, fire department access, signage, how roads connect to major roads, and City requirements to remedy road destruction due to construction traffic.

### **Questions for Staff**

Commissioner Gatseos asked a question regarding access into Reed Mesa Drive.

Commissioner Scissors asked a question regarding construction traffic.

### **Discussion**

Commissioners Gatseos, Deppe, and Scissors made comments in opposition of the request.

Commissioners Ehlers, Reece, and Susuras made comments in support of the request.

Commissioner Wade made a comment regarding the request.

### **Motion and Vote**

Commissioner Ehlers made the following motion, "Madam Chairman, on the Zone of Annexation and Rezones to Planned Development (PD) with an R-2 (Residential – 2 du/ac) default zone district and an Outline Development Plan to develop 74 single-family detached lots, file numbers ANX-2019-137 & PLD-2019-374, I move that the Planning Commission forward a recommendation of conditional approval to City Council with the findings of fact listed in the staff report. Condition #1 being that Lot No. 3, 43, 53, 55 and 68 shall meet minimum dimensions of Hillside Regulations as adopted by Code."

Commissioner Susuras seconded the motion. A roll call vote was called:

Commissioner Susuras YES  
Commissioner Deppe NO  
Commissioner Scissors NO  
Commissioner Reece YES  
Commissioner Wade NO  
Commissioner Gatseos NO  
Commissioner Ehlers YES

The motion failed 3-4.

4. **EcoGen – Conditional Use Permit** **File # CUP-2020-60**

Consider a request by EcoGen Laboratories, LLC, for a Conditional Use Permit (CUP) to allow for a hazardous occupancy within an I-2 (General Industrial) zone district for the property located at 1101 3<sup>rd</sup> Avenue.

Commissioner Ehlers recused himself from this item and left the auditorium.

**Staff Presentation**

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

**Questions for Staff**

Commissioner Reece asked a question regarding Condition No. 2 and the definition of Mitigation in Chapter 8.08.

**Applicant’s Presentation**

The Applicant, Doug Watson, EcoGen Laboratories, LLC, was present and made a presentation regarding the request.

**Public Comment**

The public hearing was opened at 10:33pm.

None.

The public hearing was closed at 10:33pm.

**Discussion**

Commissioner Reece made a suggestion to modify the language in the motion to clarify Condition No. 2 to “...mitigation measures as approved by the City.”

**Motion and Vote**

Commissioner Wade made the following motion, “Madam Chairman, on the application for a Conditional Use Permit for EcoGen Laboratories, LLC located at 1101 3rd Avenue, CUP-2020-60, I move that the Planning Commission recommend conditional approval with the findings of fact and conditions as listed in the staff report as modified to read “Condition 2. If odors become a nuisance as identified in Chapter 8.08 of the Grand Junction Municipal Code, mitigation measures will be required as approved by the City of Grand Junction.”” **\*\*Planning Commission was the final decision-making body on this item\*\***

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

**5. Other Business**

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None.

**6. Adjournment**

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The meeting was adjourned at 10:37pm.

DRAFT

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE REZONING HORIZON VILLAS PROPERTY  
FROM PD (PLANNED DEVELOPMENT)  
TO R-8 (RESIDENTIAL – 8 DU/AC)**

**LOCATED WEST OF HORIZON GLEN DRIVE**

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 Horizon Villas Property to the R-8 (Residential – 8 du/ac) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Neighborhood Center of the Comprehensive Plan and the Comprehensive Plan’s goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-8 (Residential – 8 du/ac) 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 R-8 (Residential – 8 du/ac):

Lot 17, Horizon Glen Subdivision As Amended

Introduced on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and ordered published in pamphlet form.

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

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



**Grand Junction City Council**

**Regular Session**

**Item #3.a.i.**

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**Meeting Date:** April 1, 2020

**Presented By:** Trent Prall, Public Works Director

**Department:** Public Works - Engineering

**Submitted By:** Trent Prall, Public Works Director

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**Information**

**SUBJECT:**

A Resolution to Create Alley Improvement District No. ST-20 **CONTINUE PUBLIC HEARING TO MAY 6, 2020**

**RECOMMENDATION:**

Staff Recommends the City Council conduct a public hearing and review and adopt the proposed resolution.

**EXECUTIVE SUMMARY:**

A successful petition has been submitted requesting a Local Improvement District be created to reconstruct the following alley:

- East/West Alley from 10th to 11th Street, between Pitkin Avenue and Ute Avenue

This is the public hearing to form the district after 30 days notice as provided at the March 4, 2020 City Council Meeting.

**BACKGROUND OR DETAILED INFORMATION:**

People's Ordinance No. 33 authorizes the City Council to create improvement districts and levy assessments when requested by a majority of the owners of the property to be assessed. Council establishes assessment rates by resolution. Assessment rates for alleys are based on percentages of total assessable costs with the City contributing 85% per abutting foot for residential single-family uses, 75% per abutting foot for residential multi-family uses, and 50% per abutting foot for non-residential uses.



This is the first City of Grand Junction alley improvement district since 2010.

A summary of the process that follows submittal of the petition is provided below.

Date	Steps	Action
February 19, 2020	1.	City Council passes a Resolution declaring its intent to create an improvement district. The Resolution acknowledges receipt of the petition and gives notice of a public hearing.
Proposed for April 1, 2020	2.	Council conducts a public hearing and passes a Resolution creating the Improvement District. The public hearing is for questions regarding validity of the submitted petitions.
Proposed for April 15, 2020	3.	Council awards the construction contract.
	4.	Construction.
	5.	After construction is complete, the project engineer prepares a Statement of Completion identifying all costs associated with the Improvement District.
	6.	Council passes a Resolution approving and accepting the improvements, gives notice of a public hearing concerning a proposed Assessing Ordinance, and conducts a first reading of a proposed Assessing Ordinance.
	7.	Council conducts a public hearing and second reading of the proposed Assessing Ordinance. The public hearing is for questions about the assessments.
	8.	The adopted Ordinance is published.
	9.	The property owners have 30 days from final publication to pay their assessment in full. Assessments not paid in full will be amortized over a ten-year period. Amortized assessments may be paid in full at anytime during the ten-year period.

**FISCAL IMPACT:**

The costs of the alley improvement project are shared by the property owners and the City. The cost of the alley improvement is \$134,000 and the property owners portion is \$56,000. The City's budget is in the approved 2020 capital improvement plan.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution XX-20, a resolution to create Alley Improvement District No. ST- 20.

**Attachments**

1. Alley ID ST-20 Resolution for Creation
2. Alley ID ST-20 Summary Sheet and Map



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CREATING AND ESTABLISHING  
ALLEY IMPROVEMENT DISTRICT NO. ST-20  
WITHIN THE CORPORATE LIMITS OF THE CITY OF GRAND JUNCTION,  
COLORADO, AUTHORIZING THE RECONSTRUCTION OF CERTAIN ALLEYS,  
ADOPTING DETAILS, PLANS AND SPECIFICATIONS FOR THE PAVING  
THEREON AND PROVIDING FOR THE PAYMENT THEREOF**

**WHEREAS**, a majority of the owners of the property to be assessed have petitioned the City Council, under the provisions of Chapter 28 of the City of Grand Junction Code of Ordinances, as amended, and People's Ordinance No. 33, that an Alley Improvement District be created, for the special benefit of the real property hereinafter described, to construct and install improvements to the following described alley:

- East/West Alley from 10th to 11th, between Pitkin Avenue and Ute Avenue

**WHEREAS**, the City Council has found and determined, and does hereby find and determine, that the construction of alley improvements as petitioned for is necessary for the health, safety and welfare of the residents of the territory to be served and would be of special benefit to the property included within said District; and

**WHEREAS**, on the 19th day of February, 2020, the City Council of the City of Grand Junction, Colorado, passed a Resolution Stating its Intent to Create Alley Improvement District No. ST-20, authorizing the City Engineer to prepare full details, plans and specifications for the paving thereon together with a map of the District to be assessed, and authorizing Notice of Intention to Create said District; and

**WHEREAS**, the City Engineer has fully and strictly complied with the directions so given, and has filed such specifications and map, all in accordance with said Resolution and the requirements of Ordinance No. 178, as amended, of said City; and

**WHEREAS**, Notice of Intention to create said District was duly published.

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

1. That the real property (also known as the "District Lands") to be assessed with a portion of the costs of the proposed services, labor, materials and improvements which the City may deem appropriate, is described as follows:

Lots 1 through 16, inclusive, and Lots 27 through 32, inclusive, Block 134 Plat of the Town of Grand Junction; and also,  
All of Preuss Subdivision;  
All in the City of Grand Junction, and Mesa County, Colorado.

2. That the proposed services, labor, materials and improvements necessary to accommodate the request of the owners of the District Lands shall include, but may not be limited to, the design, construction, installation, placement and inspection of base course material and concrete paving, together with any other services or facilities required to accomplish this request as deemed necessary by the City Engineer ("District Improvements"), all of which shall be installed in accordance with the General Conditions, Specifications and Details for Public Works and Utility Projects of the City of Grand Junction.

3. That the assessments to be levied against and upon each respective property which is part of the District Lands shall be determined by multiplying the linear footage that each respective property abuts the alley right-of-way by the appropriate Residential Single-Family, Residential Multi-Family or Non-Residential assessment rate as defined by City Resolution No. 16-97, passed and adopted on the 17<sup>th</sup> day of February, 1997, and as established by City Resolution No. 57-99, passed and adopted on the 21<sup>st</sup> day of April, 1999, and as established by City Ordinance No. 4280, passed and adopted on the 20<sup>th</sup> day of August, 2008, as follows:

(a) The Residential Single-Family assessment rate shall be fifteen (15) percent of the total contracted construction costs for their abutting footage. The Residential Single-Family assessment rate shall apply to all properties having only one residential housing unit which is arranged, designed and intended to be occupied as a single housekeeping unit, and all vacant properties located within a residential single-family residential zone;

(b) The Residential Multi-Family assessment rate shall be twenty-five (25) percent of the total contracted construction costs for their abutting footage. The Residential Multi-Family assessment rate shall apply to all properties having a structure or structures which are arranged, designed and intended to be the residence of more than one housekeeping unit independent of other housekeeping units, and properties which are necessary for and appurtenant to the use and occupancy of multi-family residential uses, such as parking lots, clubhouses and recreation facilities, and all vacant properties located within a multi-family residential zone;

(c) The Non-Residential assessment rate shall be fifty (50) percent of the total contracted construction costs for their abutting footage. Except as provided in Section 3(d) below, the Non-Residential assessment rate shall apply to all properties which are used and occupied for any purpose other than single-family or multi-family residential purposes, and all vacant properties located within any zone other than residential;

(d) Properties from which a business or commercial use is conducted (“home occupation”) which also serve as a single-family or multi-family residence may be assessed the applicable single-family or multi-family assessment rate if such home occupation conforms with or has been authorized by the Zoning and Development Code of the City;

(e) Pursuant to City Resolution No. 61-90, passed and adopted on 19<sup>th</sup> day of September, 1990, properties having alley frontage on more than one side shall be assessed the applicable assessment rate for the frontage on the longest side only.

(f) The assessment rates described above shall be applicable as of the date of the final reading of the assessing ordinance.

4. That the assessments to be levied against the District Lands to pay a portion of the costs of the District Improvements shall be due and payable, without demand, within thirty (30) days after the ordinance assessing such costs against and upon the District Lands becomes final. The failure by any owner(s) to pay the whole assessment within said thirty (30) day period shall be conclusively considered as an election on the part of said owner(s) to pay such owner’s assessment in ten (10) annual installments, in which event an additional six percent (6%) one-time charge for costs of collection and other incidentals shall be added to the principal amount of such owner’s assessment. Assessments to be paid in installments shall accrue simple interest at the rate of eight percent (8%) per annum on the unpaid balance and shall be payable at the time the next installment of general taxes, by the laws of the State of Colorado, is payable, and each annual installment shall be paid on or before the same date each year thereafter until paid in full.

5. That the City Engineer is hereby authorized and directed to prepare full details, plans and specifications for the District Improvements, together with a map of the District depicting the District Lands to be assessed from which the amount of the assessments to be levied against each individual property may be readily ascertained, all as required by Ordinance No. 178, as amended, City of Grand Junction, Colorado.

**PASSED** and **ADOPTED** this \_\_\_\_ day of April, 2020.

\_\_\_\_\_  
President of the Council

**Attest:**

\_\_\_\_\_  
City Clerk



## SUMMARY SHEET

### PROPOSED ALLEY IMPROVEMENT DISTRICT 10TH STREET TO 11TH STREET PITKIN AVENUE TO UTE AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
John O. Spendrup LLC	50	41.875	2,093.75
Carmen Cabrerra	50	25.125	1,256.25
** Bill J. Sparks	50	41.875	2,093.75
** George E. & Debra L. Preuss	50	83.75	4,187.50
** Todd & Miyoung Taylor	50	41.875	2,093.75
** Joshua J. Ketellapper	50	41.875	2,093.75
** The Ramstetter Family Trust	50	83.75	4,187.50
Emery Telecommunications & Video, Inc.	50	83.75	4,187.50
** George E. & Debra L. Preuss	250	83.75	20,937.50
** The Ramstetter Family Trust	100	83.75	8,375.00
** Desert Auto LLC	50	83.75	<u>4,187.50</u>
ASSESSABLE FOOTAGE	TOTAL	800	55,693.75

\*\* indicates owners in favor of the district are 8/11, or 73%, and comprise 81% of the assessable footage

Estimated Cost to Construct	\$ 134,000.00
Absolute Cost to Owners	\$ <u>55,693.75</u>
Estimated Cost to City	\$ 78,306.25

Assessments may be paid in full upon completion of project or may be paid over a ten-year period, in which event, a one-time charge of 6% will be added to the principal balance to which simple interest will accrue at the rate of 6% per annum on the declining balance.

PROPOSED ALLEY IMPROVEMENT DISTRICT  
10TH STREET TO 11TH STREET  
PITKIN AVENUE TO UTE AVENUE





## Grand Junction City Council

### Regular Session

Item #3.a.ii.

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**Meeting Date:** April 1, 2020

**Presented By:** Scott D. Peterson, Senior Planner

**Department:** Community Development

**Submitted By:** Scott D. Peterson, Senior Planner

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### **Information**

#### **SUBJECT:**

**Continue the Public Hearing Until May 20, 2020** to Consider A Resolution Accepting the Petition for Annexation of 45.543-Acres of Land and Ordinance Annexing the Magnus Court Annexation, Located on the West End of Magnus Court

#### **RECOMMENDATION:**

Staff recommends continuation of the public hearing considering the adoption of a resolution accepting the petition for the Magnus Court Annexation and the proposed Ordinance to May 20, 2020.

#### **EXECUTIVE SUMMARY:**

The Applicants, JLC Magnus LLC & Bonds LLC, are requesting to annex 45.543-acres located at the west end of Magnus Court in the Redlands. The resolution to accept the annexation petition as well as to consider the annexation ordinance were scheduled to be heard on April 1, 2010. Due to COVID-19, Staff is recommending continuation of this hearing until May 20, 2020.

The proposed annexation includes 0.37-acres of the adjacent Magnus Court Right-of-Way. As part of this annexation, the City would take ownership & maintenance responsibilities of this 16,257-square feet of right-of-way. The subject properties currently contain no structures and are vacant. The owner is requesting annexation in anticipation of future residential subdivision development, 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 Magnus Court Annexation consists of two properties that contain a total of 45.543-acres located at the west end of Magnus Court in the Redlands. Both properties are vacant. The Applicants wish to annex the two (2) properties into the City limits in anticipation of future residential subdivision development in conjunction with the neighboring properties to the east which are also owned by applicants and previously annexed and zoned R-2 (Residential – 2 du/ac) and R-E (Residential Estate). The Applicant will be requesting a zoning for the properties of PD (Planned Development) with a default zone district of R-2 (Residential – 2 du/ac). Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission.

The proposed annexation includes 0.37-acres of the adjacent Magnus Court Right-of-Way (16,257-sq. ft.) which is currently not developed and contains no pavement, curb, gutter or sidewalk. As part of this annexation, the City would take ownership & maintenance responsibilities of this 16,257-square feet of right-of-way. Upon future subdivision development, the developer would be responsible for the cost and construction improvement cost of this right-of-way.

The properties are currently adjacent to existing city limits and are within the Persigo 201 boundary and is "Annexable Development" as defined in the Persigo Agreement. Under the 1998 Persigo Agreement with Mesa County, all proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation by the City. The property owners have signed a petition for annexation of the properties.

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 Magnus Court 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.

This resolution accepting the petition for annexation as well as the annexation ordinance public hearing was originally scheduled for April 1, 2020. Staff has requested this be continued until May 20, 2020 due to COVID-19 at which time an ordinance for zoning will also be considered at the public hearing.

### **FISCAL IMPACT:**

#### **Fire**

Currently the property is in two parcels in the Grand Junction Rural Fire Protection District (Rural District) and Redlands Sub-District, both served by the Grand Junction Fire Department through a contract with the Rural District. The district collects mill levies of 5.223 and 4.904 generating a total of \$1,256 per year in property taxes that are then 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 will generate property tax revenue of \$960 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.

No changes in fire protection and emergency medical response are expected due to this annexation. Primary response is from Fire Station 5 at 2155 Broadway and from that location response times are within National Fire Protection Association guidelines. Fire Station 5 has the capacity to handle the increase in calls for service resulting from this annexation and development. At buildout, an annual incident volume of 6-10 calls for service is predicted.

#### **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 Magnus Court.

The property is currently within the Persigo 201 Sewer Service Area. A 6-inch sewer line is available on Magnus Ct, which ultimately connects to a 15-inch interceptor line at South Broadway. This sewer line should have sufficient capacity to serve an additional 74 sewer taps. The developer will be required to extend sewer to serve the

development and the builder will be required to pay Plant Investment Fees. Therefore, there is not fiscal impact to the Persigo Sewer Enterprise Fund.

### **Police**

In an effort to determine/anticipate what the impact may be to the GJPD in providing police services should the city proceed with this annexation, calls for service during 2018 and 2019 were pulled. A review of that data revealed that there were only 10 calls for service in 2018 and 5 calls for service in 2019 to that surrounding area which is lower in residential density. Based on that information, we anticipate that any calls for service by GJPD for this location will equal to .8% of an officer.

With that said, at this point, the Police Department does not anticipate a need for an increase in personnel or equipment in order to provide law enforcement services to this proposed annexation. However, this annexation, along with any future annexations/developments will no doubt have an eventual cumulative impact that will require an increase in law enforcement personnel and equipment in order to provide adequate services.

### **Public Works**

Currently there are no public works improvements associated with this annexation. Future subdivision development would require the dedication of additional right-of-way and construction of at least 1500 feet of local road (Magnus Ct) to 22 ¼ Road in order to serve the development. The future subdivision proposes a total of 74 single-family detached lots in conjunction with adjacent parcels. The single family homes will generate approximately 700 “trips” per day in vehicular traffic onto adjacent roadways. Upon subdivision submittal, Public Works will be able to determine the long term maintenance impacts of the proposed roads, signage, striping, lighting, storm drainage and sweeping.

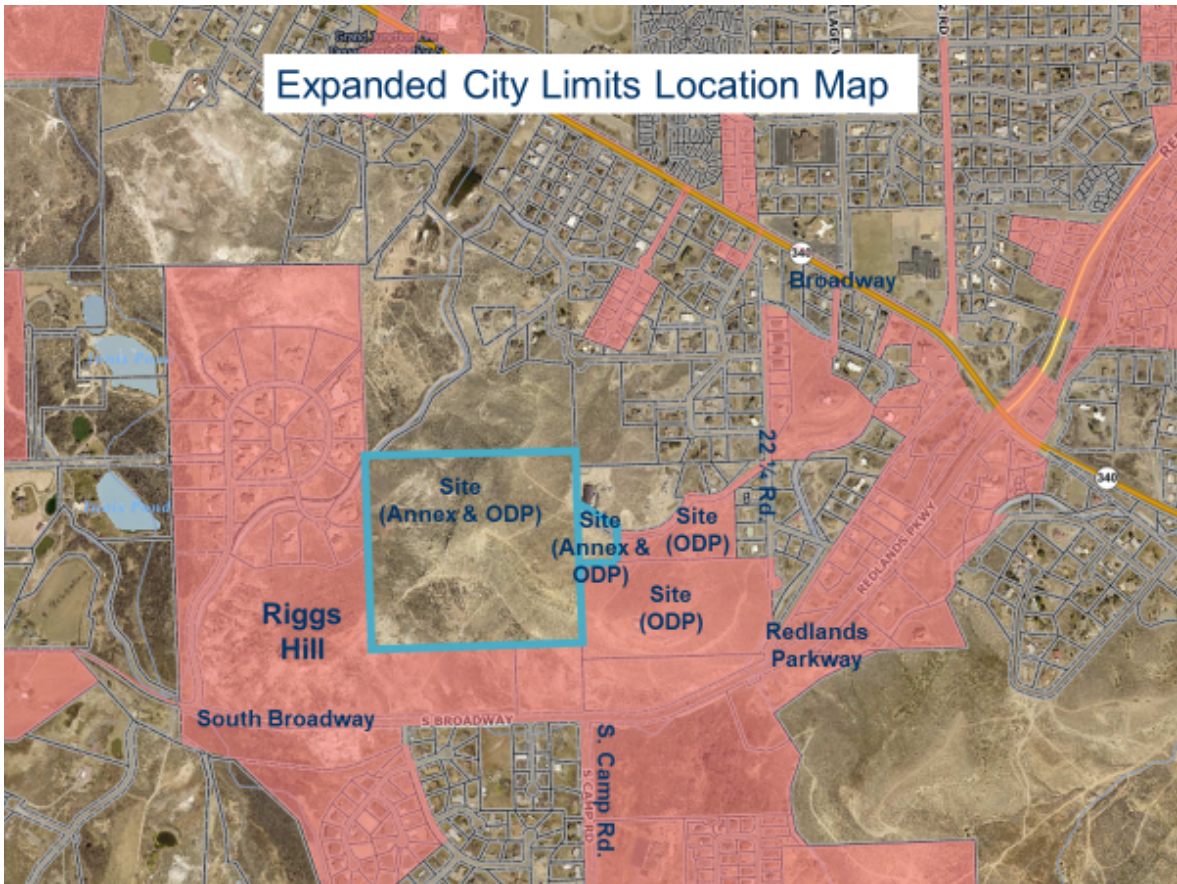
### **SUGGESTED MOTION:**

I move to Continue until May 20, 2020, the hearing to consider Resolution No. \_\_\_\_\_ a Resolution accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, making certain findings, and determining that property known as the Magnus Court Annexation, located at the west end of Magnus Court, is eligible for annexation, and Ordinance No. \_\_\_\_\_ an Ordinance annexing territory to the City of Grand Junction, Colorado, Magnus Court Annexation approximately 45.543-acres, located at the west end of Magnus Court.

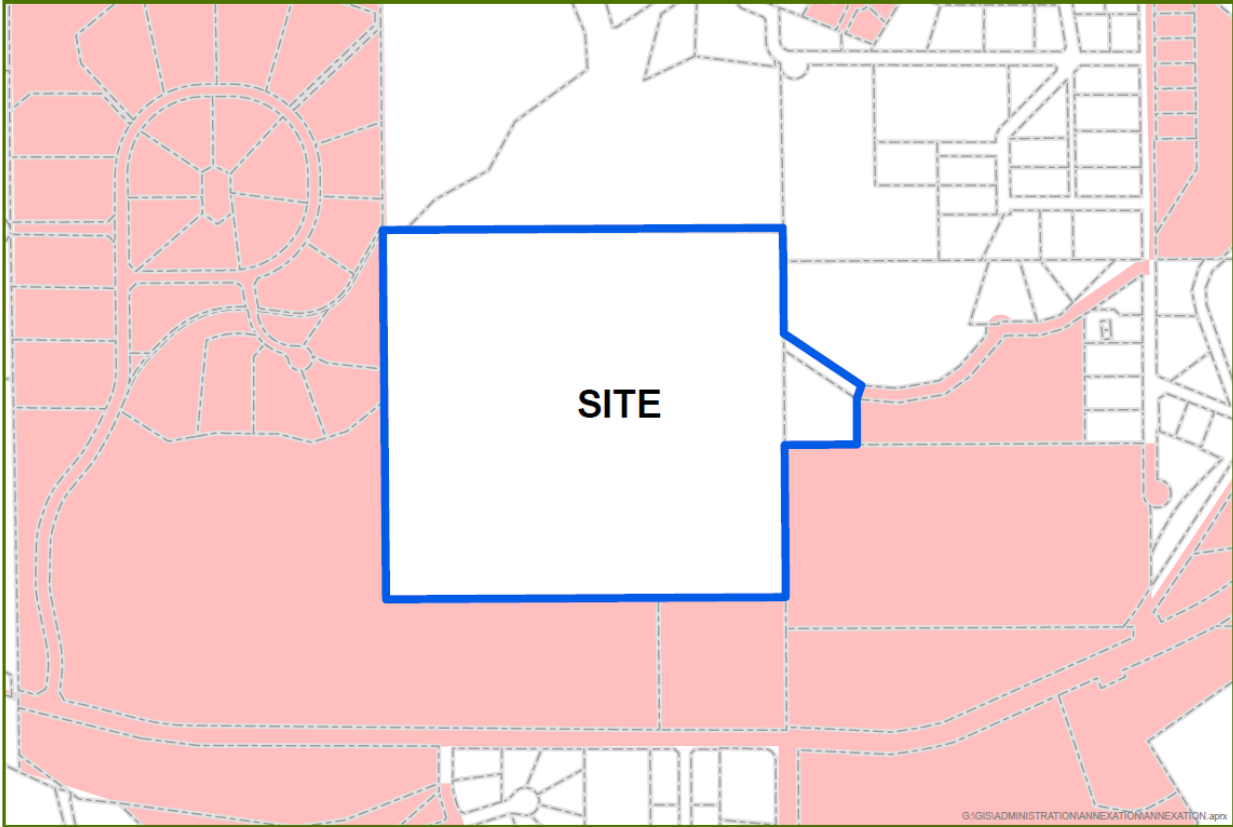
### **Attachments**

1. Site Location, Aerial Photo, Zoning Maps, etc
2. Magnus Court Annexation Schedule & Summary
3. Resolution Accepting Petition for Annexation
4. Annexation Ordinance - Magnus Court Annexation





# Expanded City Limits Location Map



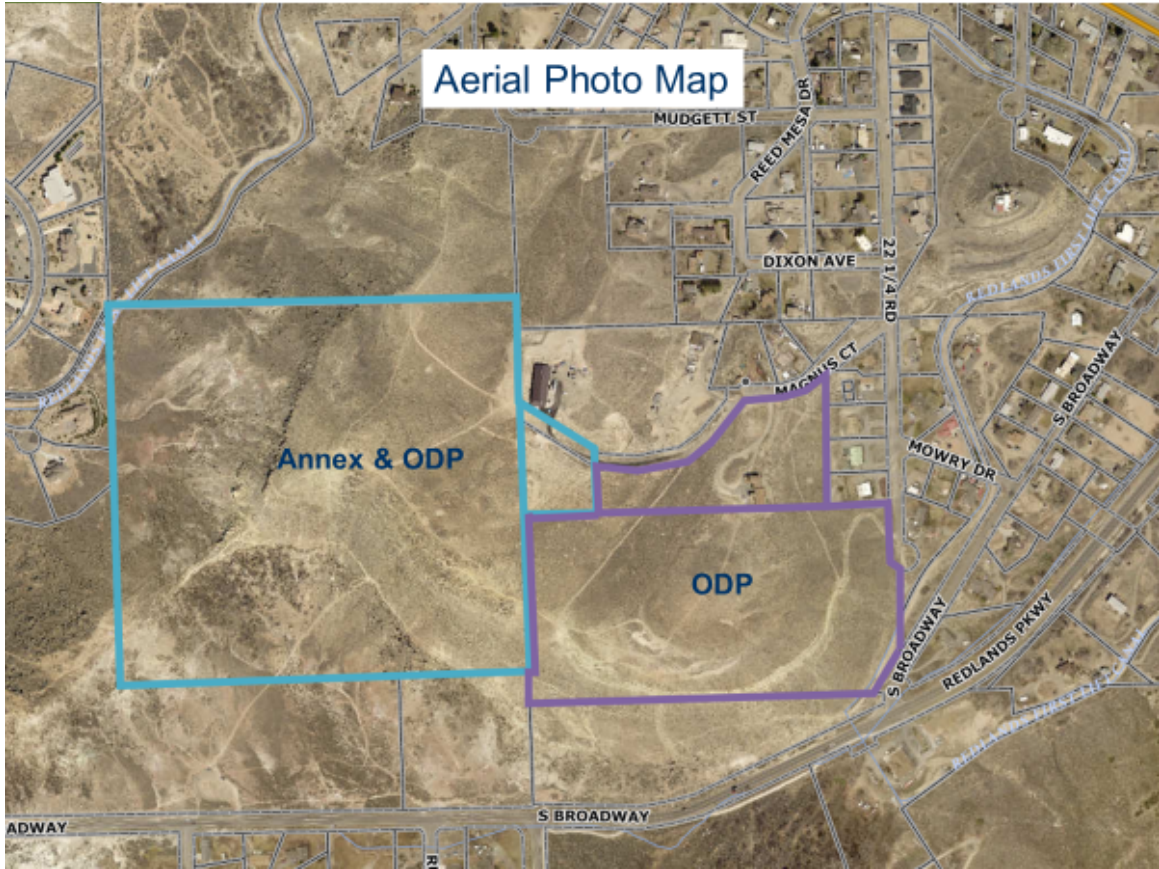
# MAGNUS COURT ANNEXATION



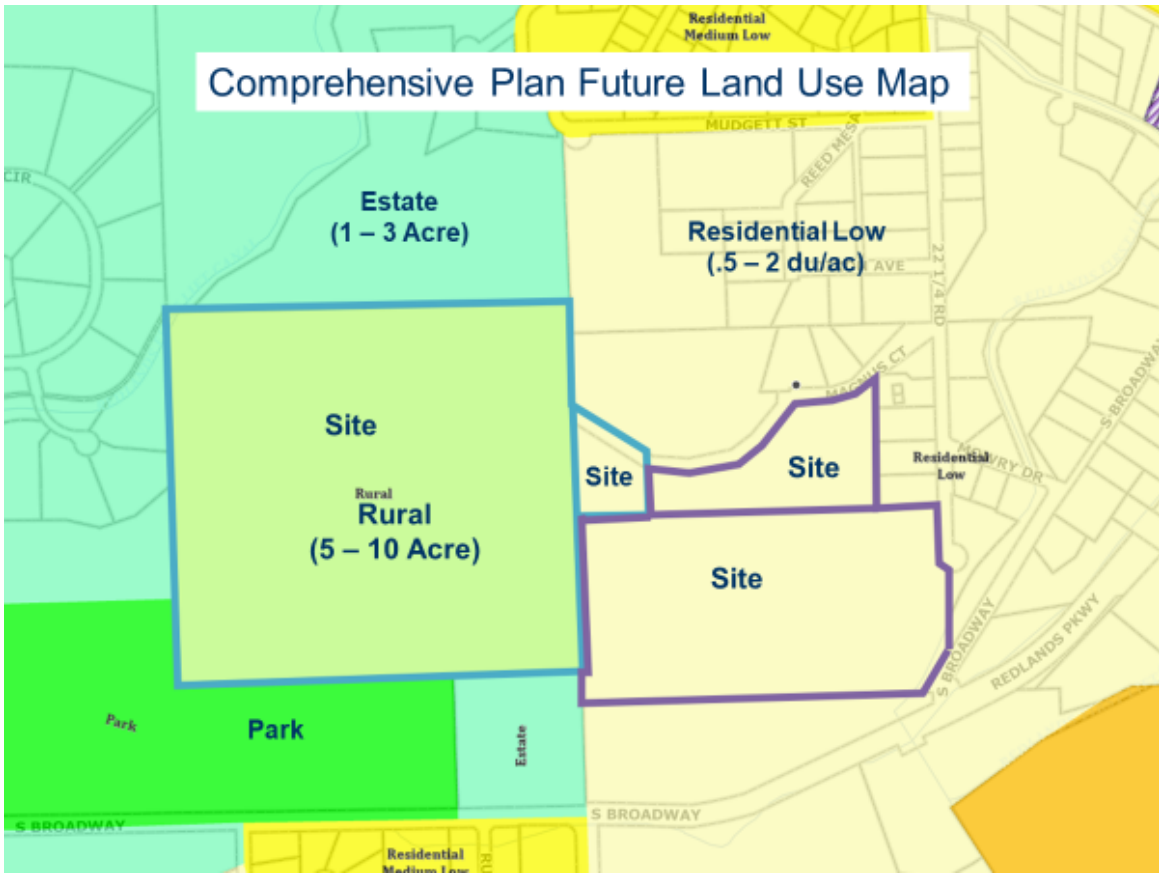
G:\GIS\ADMINISTRATION\ANNEXATION\ANNEXATION.aprx

 0 0.05 0.1 Miles  Annexation  City Limits  **City of Grand Junction**  
COLORADO  
SUSTAINABLE COMMUNITY DEVELOPMENT  
Date Created: 1/3/2020

# Aerial Photo Map

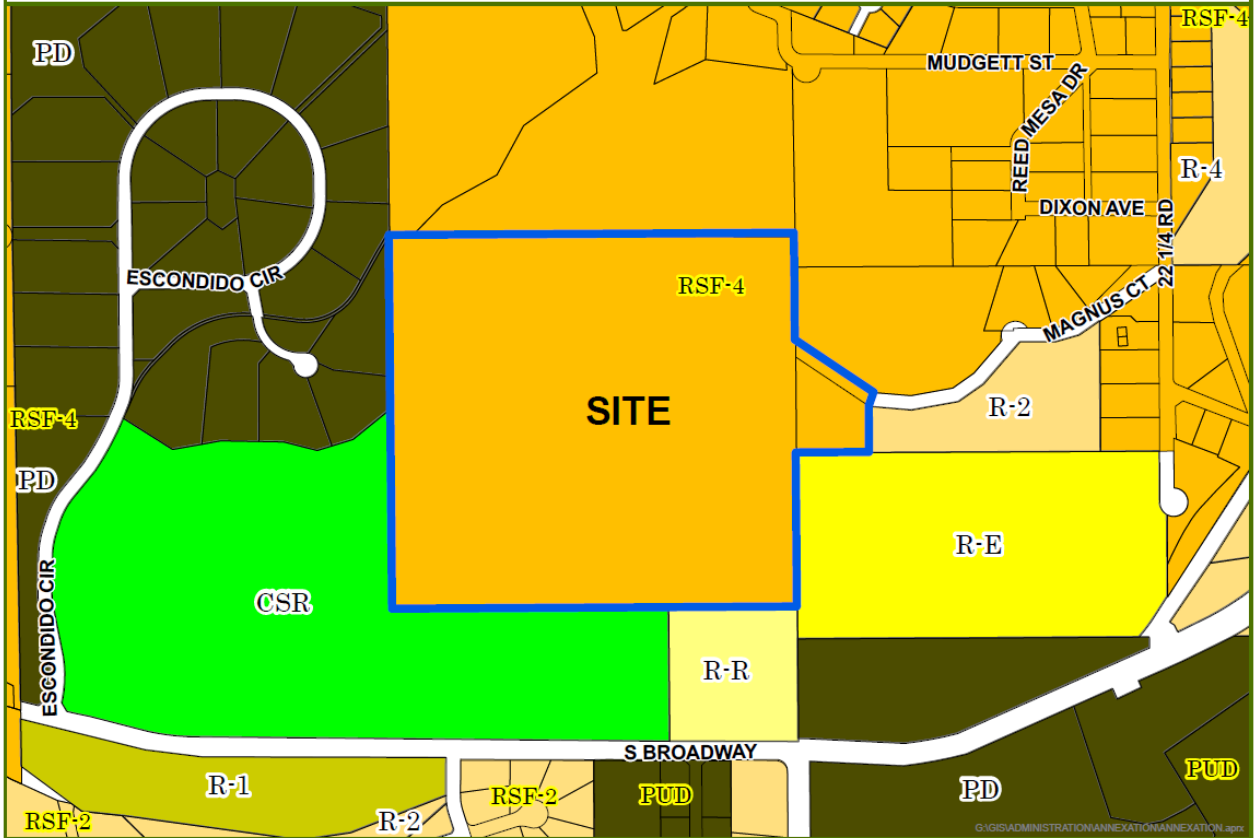


# Comprehensive Plan Future Land Use Map





# MAGNUS COURT ANNEXATION - ZONING



0 0.05 0.1 Miles

North Arrow

Annexation City Zoning County Zoning

Date Created: 1/3/2020

**CITY OF Grand Junction**  
COLORADO

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View of Magnus Court at the intersection with 22 1/4 Road

## MAGNUS COURT ANNEXATION SCHEDULE

<b>February 19, 2020</b>	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
<b>February 25, 2020</b>	Planning Commission considers Zone of Annexation
<b>March 18, 2020</b>	Introduction of a Proposed Ordinance on Zoning by City Council
<b>April 1, 2020 Continued Until May 20, 2020</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>June 21, 2020</b>	Effective date of Annexation

### ANNEXATION SUMMARY

<b>File Number:</b>	ANX-2019-137	
<b>Location:</b>	West end of Magnus Court	
<b>Tax ID Numbers:</b>	2945-182-00-046 & 2947-261-00-003	
<b># of Parcels:</b>	2	
<b>Existing Population:</b>	0	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	0	
<b>Acres land annexed:</b>	45.543	
<b>Developable Acres Remaining:</b>	45.173	
<b>Right-of-way in Annexation:</b>	0.37	
<b>Previous County Zoning:</b>	RSF-4 (Residential Single Family – 4 du/ac)	
<b>Proposed City Zoning:</b>	PD (Planned Development)	
<b>Current Land Use:</b>	Vacant land	
<b>Future Land Use:</b>	Residential Low (.5 – 2 du/ac) & Rural	
<b>Values:</b>	<b>Assessed:</b>	\$123,980
	<b>Actual:</b>	\$427,500
<b>Address Ranges:</b>	2217 – 2221 Magnus Court	
<b>Special Districts:</b>	<b>Water:</b>	Ute Water Conservancy District
	<b>Sewer:</b>	City of Grand Junction
	<b>Fire:</b>	Grand Junction Rural Fire District
	<b>Irrigation/Drainage:</b>	Redlands Water & Power Company
	<b>School:</b>	Fruita Monument HS / Redlands Middle / Broadway Elementary
	<b>Pest:</b>	Grand River Mosquito Control District

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A PETITION  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
MAKING CERTAIN FINDINGS,  
AND DETERMINING THAT PROPERTY KNOWN AS THE  
MAGNUS COURT ANNEXATION, LOCATED AT THE WEST END OF MAGNUS  
COURT IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 19<sup>th</sup> day of February, 2020, 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:

**MAGNUS COURT ANNEXATION**

A certain parcel of land lying in the North Half (N-1/2) of Government Lot 1 of Section 18, Township 1 South, Range 1 West of the Ute Principal Meridian and all of Government Lot 1 of Section 26, Township 11 South, Range 101 West of the 6<sup>th</sup> Principal Meridian, County of Mesa, State of Colorado and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Government Lot 1 of Section 26 and assuming the North line of said Government Lot 1 of Section 26 bears N 89°47'19" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°47'19" E, along the North line of said Government Lot 1, a distance of 1,435.80 feet to a point being the Northeast corner of said Government Lot 1; thence S 00°44'28" E, along the East line of said Government Lot 1, a distance of 119.82 feet, more or less, to a point being the Northwest corner of Government Lot 1 of said Section 18; thence S 00°19'18" E, along the West line of Government Lot 1 of said Section 18, a distance of 258.91 feet, more or less, to a point on the North right of way for Magnus Court, as same is recorded in Book 1378, Page 534, Public Records of Mesa County, Colorado; thence S 56°04'41" E, along the North right of way for said Magnus Court, a distance of 335.68 feet, more or less, to a point being the Northwest corner of Gummin Annexation, City of Grand Junction Ordinance No. 4034, as same is recorded in Book 4366, Page 382, Public Records of Mesa County, Colorado; thence S 19°22'30" W, along the West line of said Gummin Annexation, a distance of 51.66 feet; thence S 00°08'08" E, continuing along the West line of said Gummin Annexation, a distance of 163.40 feet to a point on the South line of the N-1/2 of said Government Lot 1 of Section 18; thence S 89°50'09" W, along said South line and the North line of the CR Nevada Annexation, City of Grand Junction Ordinance No. 3890, as same is recorded in Book 4160, Page 213, Public Records of Mesa County, Colorado, a distance of 259.55 feet to a point being on the East line of said Government Lot 1 of Section 26; thence S

00°19'18" E, along the East line of said Government Lot 1 of Section 26, a distance of 546.03 feet to a point being the Southeast corner of said Government Lot 1 of Section 26; thence S 89°47'00" W, along the South line of said Government Lot 1 of Section 26, a distance of 1,434.62 feet to a point being the Southwest corner of said Government Lot 1 of Section 26; thence N 00°24'33" W, along the West line of said Government Lot 1 of Section 26, a distance of 1,325.11 feet, more or less, to the Point of Beginning.

CONTAINING 45.543 Acres or 1,983,885 Square Feet, more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the \_\_\_\_ day of \_\_\_\_\_, 2020; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the \_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**MAGNUS COURT ANNEXATION**

**APPROXIMATELY 45.543 ACRES LOCATED AT THE WEST END OF  
MAGNUS COURT**

**WHEREAS**, on the 19<sup>th</sup> day of February 2020, 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 1<sup>st</sup> day of April 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:

**MAGNUS COURT ANNEXATION**

A certain parcel of land lying in the North Half (N-1/2) of Government Lot 1 of Section 18, Township 1 South, Range 1 West of the Ute Principal Meridian and all of Government Lot 1 of Section 26, Township 11 South, Range 101 West of the 6<sup>th</sup> Principal Meridian, County of Mesa, State of Colorado and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Government Lot 1 of Section 26 and assuming the North line of said Government Lot 1 of Section 26 bears N 89°47'19" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°47'19" E, along the North line of said Government Lot 1, a distance of 1,435.80 feet to a point being the Northeast corner of said Government Lot 1; thence S 00°44'28" E, along the East line of said Government Lot 1, a distance of 119.82 feet, more or less, to a point being the Northwest corner of Government Lot 1 of said Section 18; thence S 00°19'18" E, along the West line of Government Lot 1 of said Section 18, a distance of 258.91 feet, more or less, to a point on the North right of way for Magnus

Court, as same is recorded in Book 1378, Page 534, Public Records of Mesa County, Colorado; thence S 56°04'41" E, along the North right of way for said Magnus Court, a distance of 335.68 feet, more or less, to a point being the Northwest corner of Gummin Annexation, City of Grand Junction Ordinance No. 4034, as same is recorded in Book 4366, Page 382, Public Records of Mesa County, Colorado; thence S 19°22'30" W, along the West line of said Gummin Annexation, a distance of 51.66 feet; thence S 00°08'08" E, continuing along the West line of said Gummin Annexation, a distance of 163.40 feet to a point on the South line of the N-1/2 of said Government Lot 1 of Section 18; thence S 89°50'09" W, along said South line and the North line of the CR Nevada Annexation, City of Grand Junction Ordinance No. 3890, as same is recorded in Book 4160, Page 213, Public Records of Mesa County, Colorado, a distance of 259.55 feet to a point being on the East line of said Government Lot 1 of Section 26; thence S 00°19'18" E, along the East line of said Government Lot 1 of Section 26, a distance of 546.03 feet to a point being the Southeast corner of said Government Lot 1 of Section 26; thence S 89°47'00" W, along the South line of said Government Lot 1 of Section 26, a distance of 1,434.62 feet to a point being the Southwest corner of said Government Lot 1 of Section 26; thence N 00°24'33" W, along the West line of said Government Lot 1 of Section 26, a distance of 1,325.11 feet, more or less, to the Point of Beginning.

CONTAINING 45.543 Acres or 1,983,885 Square Feet, more or less, as described.

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

**INTRODUCED** on first reading on the 19<sup>th</sup> day of February, 2020 and ordered published in pamphlet form.

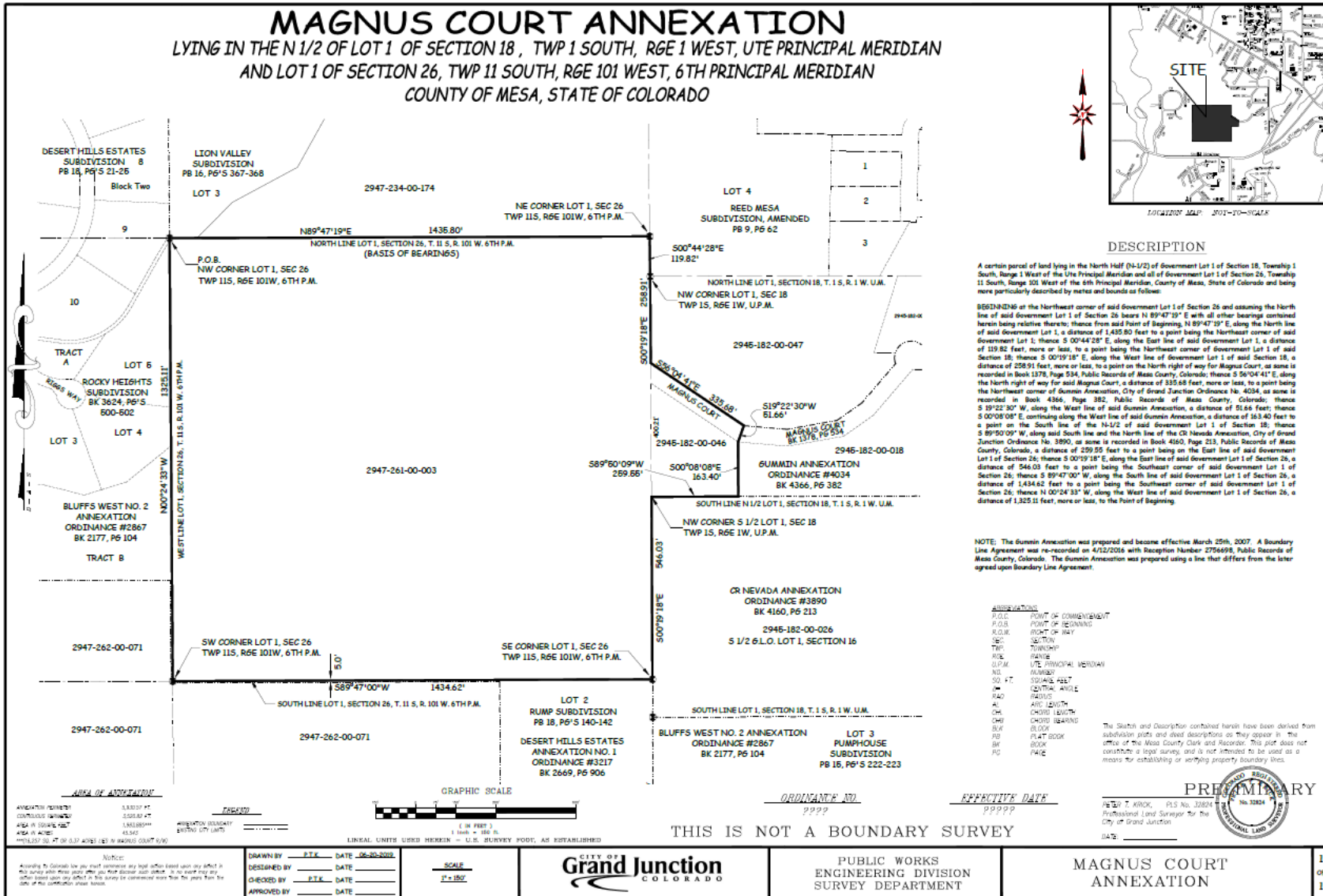
**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2020 and ordered published in pamphlet form.

\_\_\_\_\_  
President of the Council

Attest:

\_\_\_\_\_  
City Clerk

Exhibit A







## Grand Junction City Council

### Regular Session

Item #4.a.

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**Meeting Date:** April 1, 2020

**Presented By:** Ken Sherbenou, Parks and Recreation Director

**Department:** Parks and Recreation

**Submitted By:** Ken Sherbenou, Parks and Recreation Director

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### **Information**

#### **SUBJECT:**

Request for 2020 Fireworks Displays at Suplizio Field

#### **RECOMMENDATION:**

Consider approval of six public fireworks displays at Suplizio Field for the 2020 baseball season.

#### **EXECUTIVE SUMMARY:**

To be held in conjunction with baseball games and events at Suplizio, fireworks displays are being requested on behalf of Grand Junction Rockies and the City of Grand Junction. 2020 dates include Independence Day and five Friday evening Rockies Games. The proposed schedule removes four dates (JUCO, CMU, Special Olympics and 1 Rockies game) from the total approved in 2019. All shows have agreed to a 10:30 p.m. deadline for completing the fireworks shows (with the exception of the 4th of July). This is an improvement over last year that will prevent excessive noise from happening too late in the evening in nearby neighborhoods.

#### **BACKGROUND OR DETAILED INFORMATION:**

Lincoln Park Stadium typically hosts about 10 firework shows each summer. For 2020, it is proposed to hold 6 fireworks shows. The Rockies have planned to hold one less fireworks show when compared with 2019 and three regular events that have historically had fireworks, JUCO, CMU and the Special Olympics, have all cancelled their events and the associated fireworks display due to the COVID-19 crisis.

Game times for the Rockies will be no later than 6:40 p.m., with an estimated display

time of 9:45 p.m. In an effort to minimize noise impacts, shell sizes will be limited to 2” in size, and loud exploding shells will be limited. If approved, a direct mailing will be sent to all adjacent neighbors highlighting the dates of the shows this season as well as a post on social media highlighting fireworks show dates.

All shows at Lincoln Park require a coordinated effort including the event organizer, City staff from Parks, General Services, Fire, Police, and Traffic. Dependent upon the size of the show, fireworks are staged east of the field from either the practice field or the golf course driving range. Weather conditions are monitored closely with final approval being granted each night by the Grand Junction Fire Department.

The proposed schedule for 2020 is as follows:

Friday, June 19 (Rockies)  
Friday, June 26 (Rockies)  
Saturday, July 4 (City of GJ, Rockies)  
Friday, July 17 (Rockies)  
Friday, August 7 (Rockies)  
Friday, August 21 (Rockies)

The dates that have cancelled due to COVID-19 include:

Friday, April 24 (CMU)  
Monday, May 25 (JUCO)  
Friday, June 12 (Special Olympics)

In addition to the six scheduled dates, the Grand Junction Rockies propose Sunday, September 6 be approved as an alternate date in case weather prevents fireworks on one of the above dates.

It has been communicated to the Rockies that all shows must end by 10:30pm. If this is not possible, no show will happen. The exceptions to this rule is the 4th of July.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move to (approve/deny) a request to host six public fireworks displays at Lincoln Park Stadium as requested by Grand Junction Rockies and the City of Grand Junction, and Grand Junction Rockies.

**Attachments**

None



## Grand Junction City Council

### Regular Session

Item #5.a.

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**Meeting Date:** April 1, 2020

**Presented By:** Greg Caton, City Manager

**Department:** City Manager's Office

**Submitted By:** Jodi Romero, Finance Director

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### **Information**

#### **SUBJECT:**

A Supplemental Ordinance to Appropriate \$2,700,000.00 from the City General Fund Reserve to Support the City's Economic Stimulus and Recovery Response Fund in the City of Grand Junction, Colorado and Set a Public Hearing for April 15, 2020

#### **RECOMMENDATION:**

Staff recommends adoption of the supplemental ordinance.

#### **EXECUTIVE SUMMARY:**

The purpose of this item is to adopt a supplemental ordinance for expenditures related to economic stimulus and recovery.

#### **BACKGROUND OR DETAILED INFORMATION:**

The coronavirus pandemic has created challenges for the Grand Junction community by causing both a public health and economic crisis locally. This crisis is formalized by the following declarations:

- On March 10, 2020, Governor Polis issued an Executive Order declaring a State of Emergency in response to the novel coronavirus of 2019 (COVID-19) pandemic.
- On March 13, 2020 President Trump declared a national emergency in response to the COVID-19 pandemic.
- On March 23, 2020 the Grand Junction City Council declared a local emergency due to the health and economic impacts of the COVID-19 pandemic.

The City of Grand Junction understands that some individuals in Grand Junction have

been negatively impacted by losing their jobs. As a part of a comprehensive economic response to the COVID-19 pandemic, the City of Grand Junction is implementing creative solutions to real problems.

Pursuant to the local declaration of emergency, and by and with this ordinance, the City is authorized to assist persons impacted by complying with the Federal, State or local public health official's imposition or recommendation of social distancing, self-quarantine, business closures and other measures related to COVID-19 that have direct and indirect impacts on business and economic conditions.

This supplemental appropriation provides for the disbursement of funds to the City Economic Stimulus and Recovery Response Fund. The Fund will add \$2,700,000 to the General Fund 100 of the City budget for the emergency, temporary employment of City residents to perform necessary maintenance, repair and improvement of City parks, trails and facilities and to assist human service agencies.

The appropriation shall be allocated such that:

- a) \$2,200,000 be expended for work that directly assists and promotes delivery of City services, maintenance of City facilities, which may include deploying temporary or occasional staffing to assisting human service agencies, and,
- b) \$500,000 shall be expended as grants to human service agencies, as determined necessary or required by the City, for basic needs of food and shelter.
- c) the appropriated sum (\$2,700,000) shall in all ways be expended in furtherance of the purposes of the City Economic Stimulus and Recovery Response Fund.

The City Manager shall, by virtue of contracting with temporary placement and staffing agencies in the City, solicit and contract for temporary employment and services of persons to perform work, which may include but not be limited to:

- crack fill operations,
- storm water infrastructure (ditch, culvert and catch basin) maintenance,
- sidewalk repair and maintenance,
- landscape maintenance, planting, nursery operations, turf and field maintenance,
- graffiti removal,
- painting (buildings, fences, sign posts) and other maintenance of City facilities,
- cleaning street art,
- Riverfront cleanup and maintenance, and
- necessary or required tasks of human service agencies, and,
- any other work deemed necessary and appropriate by the City Manager in light

of need, social distancing and other protocols now in place or applicable to the mitigation of the spread of COVID-19.

The City Manager shall request applications from human service agencies providing services in the City and shall report to the City Council the number, amount and nature of the grant applications. City Council shall provide a grant application and review process, and as determined by a majority of the City Council, authorize expenditure of that portion of the Fund appropriated (\$500,000.00) to the selected agencies and for the purposes identified in the application(s) and award(s).

Furthermore, the City Manager shall, within sixty days of the effective date of this Ordinance, inform the City Council on the effectiveness of the Ordinance at achieving its stated purposes and protecting the general health, safety and welfare of the residents of the City.

This action is unprecedented; however, it is wholly consistent with the City's Strategic Plan. The adoption of this ordinance furthers the City's partnership with the community.

**FISCAL IMPACT:**

This supplemental appropriation provides for the disbursement of funds to set up the City Economic Stimulus and Recovery Response Fund. The Fund will add \$2,700,000 to the General Fund 100 for the emergency, temporary employment by the City of of people for up to 90 days to perform necessary maintenance, repair and improvement of City parks, trails and facilities that has heretofore not been completed, been deferred or otherwise has not been accomplished and to assist human service agencies with the provision of food and shelter.

The 2020 financial impact for the City of Grand Junction from the COVID-19 pandemic has been analyzed by estimating the net impact to the General Fund Reserve based on reduced revenues due to the economic crisis and corresponding reduction in expenses based on spending measures implemented by the City organization. The impact is based on current information and is calculated using minimums and maximums to anticipate a range of potential impact as follows. Note that this analysis does not include expenses funded separately by the First Responder Tax.

REVENUES: The potential reduction of General Fund revenues was calculated using minimum and maximum assumptions based on the type of revenue (ie. sales tax, ambulance transport, recreation fees, etc.). For example, sales and use taxes which are the majority revenue source for the General Fund were estimated at a minimum of a 10% reduction to a maximum of 25%. For comparison, during the last recession sales and use tax revenues dropped by the most significant amount in a 30 year period falling by 21% over a two year period. Using a 25% reduction also equates

to losing an entire quarter of revenues. For other revenues such as property taxes, a reduction range of 5% to 10% was used. **In total the estimate for revenue reduction ranges from \$6.5 million to \$15.7 million.**

EXPENSES: Over a month ago, the City Manager instituted slowing of spending in order to prepare for an expected revenue reduction. The potential spending savings for General Fund expenses was also calculated using minimum and maximum assumptions. The largest expense for the General Fund is labor, and based on a detailed analysis to project labor savings due to vacancies and a hold on some position hiring, potential savings range from \$2 million to \$3 million. For other expenses such as operating and internal service charges including technology and fleet, a savings range of 5% to 10% was used. **In total the estimate for expense savings ranges from \$4.2 million to \$6.8 million.**

NET IMPACT TO GENERAL FUND RESERVE BALANCE: Combining the estimated range of revenue reductions with the estimated expense savings results in a **net impact or use of General Fund Reserve between \$2.3 million and \$8.9 million.**

GENERAL FUND RESERVE: The General Fund Reserve at 12/31/2019 (pre-audit) is projected to be \$29.2 million and based on the 2020 Adopted Budget would increase to \$29.4 million with a 20% reserve calculated as \$15.2 million. However based on the net impacts calculated above the General Fund reserve at 12/31/2020 could range from \$27.1 million to \$20.5 million. The General Fund Reserve Policy sets a minimum reserve at 20% of operating expenses and authorizes the City Council to use funds above the minimum for the purposes described here as emergency economic stimulus and recovery response. Based on the expense reductions described above, the 20% reserve calculation ranges from \$14.5 million to \$14 million and the resulting **funds available above the minimum reserve (after the use of reserve for the economic impact) ranges from a high of \$12.6 million to a low of \$6.5 million.** Therefore based on this analysis there is sufficient funds available to fund the City Economic Stimulus and Recovery Response Fund as proposed at a maximum expenditure of \$2,700,000.

#### **SUGGESTED MOTION:**

Introduce a Supplemental Ordinance to appropriate \$2,700,000.00 from the City General Fund Reserve to Support the City's Economic Stimulus and Recovery Response Fund in the City of Grand Junction, Colorado and set a public hearing for April 15, 2020.

#### **Attachments**

1. #GJStrong Fund Summary
2. ORD-Economic Stimulus and Response Recovery Supplemental

Appropriation033020

## #GJStrong Fund

So many businesses and people in Grand Junction are being impacted by the health and economic crisis resulting from the COVID19 pandemic, here and across the State of Colorado and the country.

The City Council has articulated the need for the City of Grand Junction to dedicate funds for emergency response services to assist meeting basic human needs in light of the fast-moving and sweeping impacts of COVID-19. People are losing their jobs, and the nonprofit organizations are seeing a huge demand for services to meet basic needs related to food and shelter.

*The purpose is to provide emergency funding to relieve the stress and strains that local nonprofits are facing in light of new and emerging needs resulting from the COVID19 pandemic and the sudden and dramatic escalation in demand for services. A primary goal is to keep nonprofit organizations who are struggling to meet the basic needs stay open and able to expand or reorganize operations to best meet the sudden and unprecedented demands.*

The City of Grand Junction will appropriate \$500,000.00 for an emergency basic needs fund – the #GJStrong Fund - the Funds will be available only to qualified 501c3 nonprofit organizations providing basic needs of food and shelter who have a Grand Junction address. Funds can be used for general support or special needs related to the COVID19 pandemic - supplies, support to cover salaries to maintain adequate staffing for operations, *etc.*

The Western Colorado Community Foundation (WCCF) has agreed to utilize a simple Rapid Response Application, which when the funds are available, will be widely advertised to eligible organizations through multiple channels. Nonprofits will have 7 to 10 days to apply. Applications will be reviewed within three days of the deadline, and applicants will be notified by email of application status within a week. The exact timeframe for the process will be finalized as soon as possible.

In accordance with the New Fund Agreement to be negotiated and entered into by the WCCF and the City, the WCCF will provide administrative support and funding recommendations for this #GJStrong Fund process, including managing the online application, reviewing proposals, selecting projects and determining grant award amounts, issuing grant checks and monitoring use of funds. The WCCF will be compensated in a lump sum in the amount of \$2000.00

The Western Colorado Community Foundation is a regional charitable foundation based in Grand Junction that manages 25+ individual grant application processes for its donors and communities each year. The WCCF has a professional Director of Grants and several other program staff who will be involved in this process. In 2019, the Community Foundation managed over \$86 million in total assets and distributed \$4.5 million in grants and scholarships through its multiple competitive application processes.



**ORDINANCE NO. \_\_\_\_\_**

**AN EMERGENCY SUPPLEMENTAL ORDINANCE TO APPROPRIATE \$2,700,000.00  
FROM THE CITY GENERAL FUND RESERVE TO SUPPORT THE CITY'S  
ECONOMIC STIMULUS AND RECOVERY RESPONSE FUND  
IN THE CITY OF GRAND JUNCTION, COLORADO**

**RECITALS:**

On March 10, 2020, Governor Polis issued an Executive Order declaring a State of Emergency in response to the novel coronavirus of 2019 (COVID-19) pandemic

On March 13, 2020 President Trump declared a national emergency in response to the COVID-19 pandemic.

On March 23, 2020 the Grand Junction City Council declared a local emergency due to the health and economic impacts of the COVID-19 pandemic.

Pursuant to the local declaration of emergency, and by and with this emergency ordinance, the City is authorized to assist persons impacted by complying with the Federal, State or local public health official's imposition or recommendation of social distancing, self-quarantine, business closures and other measures related to COVID-19 that have direct and indirect impacts on business and economic conditions.

The temporary assistance afforded by this ordinance includes the creation of an emergency fund ("Economic Stimulus and Recovery Response Fund" or "Fund") in the City's budget for expenditure for the expenses directly and indirectly related to economic stimulus and recovery in the City of Grand Junction.

The City Manager is authorized to expend the Fund for temporary employment of unemployed City residents experiencing job loss, reduction in hours, other significant economic disruption, hardship or consequences as well as deploying temporary or occasional staffing to assist human service agencies.

The City Council is authorized to expend as grant funding, as more particularly described herein, that portion of the Fund allocated to human service agencies, as determined necessary or required by the City Council.

The Fund shall in all ways be expended in furtherance of the purposes of the City Economic Stimulus and Recovery Response Fund and in response to and because of the declared COVID-19 emergency.

The City of Grand Junction has the authority pursuant to its Charter, ordinances and law to declare a state of emergency when it appears that the general health, safety and welfare of the inhabitants of the City are threatened. The threats of the COVID-19 virus emergency are not just

related to people's health but instead, and possibly to a much greater extent, relate to their economic health and well-being.

Given the unprecedented economic impacts, some of which are known and some of which remain unknown, of the COVID-19 outbreak on the local, regional, State and national economy the City Council finds and determines that an emergency appropriation is necessary, proper and that adoption of this ordinance will further the general health, safety and welfare of the community.

This ordinance appropriates a certain sum of money to defray the expenses and liabilities of the Fund. Furthermore, the 2020 budget shall be deemed to be amended for labor, equipment and capital expenses for the performance of projects that persons employed pursuant to the Fund may perform, and human services agencies may deliver, all as specifically or generally stated in the ordinance.

Supplemental appropriations are required to ensure adequate appropriations by fund. If a new project or spending is authorized by City Council a supplemental appropriation is required for the legal authority to spend the funds. This ordinance confirms that authority and the City Manager is directed to forthwith develop and implement a plan for the expenditure of the Fund.

This supplemental appropriation provides for the disbursement of funds to the City Economic Stimulus and Recovery Response Fund. The Fund will add \$2,700,000 to the General Fund 100 of the City budget for the emergency, temporary employment of City residents to perform necessary maintenance, repair and improvement of City parks, trails and facilities and to assist human service agencies.

The appropriation shall be allocated such that:

- a) \$2,200,000 be expended for work that directly assists and promotes delivery of City services, maintenance of City facilities, which may include deploying temporary or occasional staffing to assisting human service agencies, and,
- b) \$500,000 shall be expended as grants to human service agencies, as determined necessary or required by the City, for basic needs of food and shelter.
- c) the appropriated sum (\$2,700,000) shall in all ways be expended in furtherance of the purposes of the City Economic Stimulus and Recovery Response Fund.

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- painting (buildings, fences, sign posts) and other maintenance of City facilities,
- cleaning street art,
- Riverfront cleanup and maintenance, and
- necessary or required tasks of human service agencies, and,
- any other work deemed necessary and appropriate by the City Manager in light of need, social distancing and other protocols now in place or applicable to the mitigation of the spread of COVID-19.

The City Manager shall request applications from human service agencies providing services in the City and shall report to the City Council the number, amount and nature of the grant applications. City Council shall provide a grant application and review process, and as determined by a majority of the City Council, authorize expenditure of that portion of the Fund appropriated (\$500,000.00) to the selected agencies and for the purposes identified in the application(s) and award(s).

Furthermore, the City Manager shall, within sixty days of the effective date of this Ordinance, inform the City Council on the effectiveness of the Ordinance at achieving its stated purposes and protecting the general health, safety and welfare of the residents of the City.

This action is unprecedented; however, it is wholly consistent with the City's *Strategic Plan*. The adoption of this ordinance furthers the City's partnership with the community. As stated in the *Plan* the City

“... views partnership in its broadest sense and not merely through the lens of delivering municipal services. Partnership with a common purpose is the key to success with public and private collaboration. Whether evaluating opportunities for shared services, partnering for economic development, or creating a shared vision for the future of our community, we recognize that our residents will be best served as we work together with other organizations to find solutions. We take every opportunity to celebrate past successful partnerships to build momentum for future collaboration.”

The adoption of this ordinance is fiscally responsible. In this time of emergency, it would in fact be irresponsible to not adopt this ordinance. The approval of the ordinance will help to stabilize some people and in turn some businesses and in turn blunt the impact of the emergency. According to City Council policy, City reserves are for a “rainy day”- the COVID-19 emergency necessitates expenditure of reserves so in the near and longer term future the economy may recover faster and stronger than if the Fund is not expended. As stated in the *Plan*

“The foundation of effective local governance is trust. To continue to build the trust placed in us by our citizens, we must be responsible stewards of the resources entrusted to our care. Because of limited resources, we must be effective in prioritizing our spending to focus on the things that citizens have identified as most important. As we establish plans and priorities, we do so with an eye to the future. It is not enough to merely find a way to fund a new project or amenity. We must also ensure that we are planning for long-term ongoing operations and maintenance with each item that we prioritize.”

The adoption of this ordinance serves to communicate with and engage the community at a time and under circumstances of severe need. As stated in the *Plan* the City will act to “build trust and ensure we continue to focus limited resources on our community’s highest priorities.” Appropriating funds to the Economic Stimulus and Response Recovery Fund is a high, if not highest priority of the community.

With the adoption of this ordinance the City Council is endeavoring to serve the people that make this community great. As stated in the *Plan*

“Grand Junction was founded by innovative leaders, ready to lead the way to a new future. Our city continues in that tradition of leadership today. We are not content to wait around for the future, but rather desire to actively shape it. Our City holds a key position in the region. We must be a driving force in issues of regional importance and play a leading role in the growth occurring on the Western Slope. We will do this by setting an example of how local government should operate – in our conduct, in our words, and in our ideas. The status quo will not satisfy us, nor will it work, as we continue to push ourselves outside of our comfort zone to be innovative leaders.”

At its April 15, 2020 meeting the City Council considered the foregoing Recitals, the purposes of this Ordinance and the importance of it to the Community and determined that an appropriation in the sum of \$2,200,000 is necessary and proper given the current emergency.

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

That the following sum of money be appropriated from unappropriated fund balance and additional revenues to the Fund indicated for the year ending December 31, 2020, to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
General	100	\$2,200,000.00

Severability.

This Ordinance is necessary to protect the public health, safety and welfare of the residents of the City. If any provision of this Ordinance is found to be unconstitutional or illegal, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severed or severable and shall continue in full force and effect.

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Rick Taggart  
President of the Council

ATTEST:

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Wanda Winkelmann  
City Clerk

DRAFT



## Grand Junction City Council

### Regular Session

Item #6.a.

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**Meeting Date:** April 1, 2020

**Presented By:** Ken Watkins, Fire Chief, Jay Valentine, General Services Director

**Department:** Fire

**Submitted By:** Jay Valentine

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### **Information**

#### **SUBJECT:**

Contract Approval for Setting the Guaranteed Maximum Price for the Construction of City of Grand Junction Fire Station #6

#### **RECOMMENDATION:**

Staff recommends approving a contract with FCI Constructors, Inc. for a guaranteed maximum price of \$3,963,638 for the construction of Grand Junction Fire Station #6.

#### **EXECUTIVE SUMMARY:**

The City has been working with FCI Constructors Inc. and Chamberlin Architects to finalize the design and construction documents for a new Fire Station #6 at 729 27 Road. Based on this design and methods of construction, a guaranteed maximum price (GMP) of \$3,963,638 has been established. A GMP is the limit on the amount that the City will have to pay FCI Constructors Inc., regardless of the actual cost of the project to the contractor.

#### **BACKGROUND OR DETAILED INFORMATION:**

In April 2019, City of Grand Junction voters approved Measure 2B, a sales tax increase to fund safety services for the Fire Department and Police. A portion of this revenue will pay for Fire Station #6 located at 729 27 Road. This location is at Horizon Park on 27 Road just north of G Road. The new fire station was designed by Chamberlin Architects and will be constructed by FCI Constructors Inc.

City Council approved a Construction Management/General Contractor (CMGC) contract with FCI Constructors, Inc. for construction of Fire Station #6 on November 6,

2019. As part of this process the architect, contractor, and City work through the design to establish a GMP for construction.

Chamberlin used the Fire Station #4 (Orchard Mesa) design and modified it to fit the Fire Station #6 (Horizon Park) site. The design was modified to accommodate an additional office, two additional bedrooms and a larger apparatus bay for longer vehicles. In addition, the design has had to account for unforeseen issues from when the initial budget was developed. Soil testing revealed the soil was unsuitable for a typical foundation and instead, deep foundations/pylons will have to be used to transfer the building loads farther down into the surface. Drainage has also caused the need for additional site work. These two issues have driven the cost of the station higher than anticipated.

**FISCAL IMPACT:**

Sales Tax Revenue from the passage of Measure 2B has been designated for the Fire Station #6 project. The funding for CM/GC services of \$3,200,000 is within the 2019 Budget of \$4,100,000. However, based on the issues mentioned above and taking into account design and methods of construction, a GMP has been established at \$3,963,638.

The project will be carried forward for completion in 2020 and the additional costs will be added with the Supplemental Appropriations Ordinance set for first reading on this agenda and setting a public hearing being for April 1, 2020.

If approved, the GMP is the limit that the City will pay to FCI Constructors, Inc. regardless of the actual cost of the project to the contractor. The additional amount for construction is included in supplemental appropriation.

**SUGGESTED MOTION:**

I move to (approve/deny) a contract with FCI Constructors, Inc., to set a Guaranteed Maximum Price of \$3,963,638 for Construction Manager/General Contractor services for the Grand Junction Fire Station #6 project.

**Attachments**

1. Contract - Construction Services FULL AMOUNT GMP RFP-4703-19-DH
2. Solicitation RFP-4703-19-DH
3. Addendum 1 RFP-4703-19-DH
4. Addendum 2 RFP-4703-19-DH
5. Response FCI RFP-4703-19-DH Fire Station 6
6. FCI FULL AMOUNT GMP RFP-4703-19-DH