To access the Agenda and Backup Materials electronically, go to www.gjcity.org

CITY COUNCIL AGENDA
WEDNESDAY, MAY 6, 2020
250 NORTH 5TH STREET
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM

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.

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming May 3 - 9, 2020 as Drinking Water Week in the City of Grand Junction

Proclaiming May 4 - 9, 2020 as National Economic Development Week in the City of Grand Junction

Proclaiming May 10 - 16, 2020 as Police Week in the City of Grand Junction

Appointments

Election of Council President/Ex-Officio Mayor and Council President Pro Tem/Ex-Officio Mayor Pro Tem

To the Horizon Drive Association Business Improvement District

Citizen Comments

*Citizen Comments are **due by Noon on May 6, 2020 by**: 1) leaving a phone message at 1-970-244-1504 or 2) submitting comments online by completing this form. Phone messages will be played back at the City Council meeting and written comments will be read aloud. 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 April 15, 2020 Regular Meeting

2. Set Public Hearings

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

a. Legislative

i. Introduction of an Ordinance Amending the Grand Junction Municipal Code Title 21 Zoning and Development Code Regarding the Keeping of Roosters and Set a Public Hearing for May 20, 2020

ii. Introduction of an Ordinance Amending Title 21 of the Grand Junction Municipal Code to Modify and Clarify Provisions Governing the Planned Development (PD) Zone District and Set a Public Hearing for May 20, 2020

iii. Introduction of an Ordinance Amending Title 21 of the Grand Junction Municipal Code Regarding Setbacks in the B-1: Neighborhood Business Zone District and Set a Public Hearing for June 1, 2020

b. Quasi-judicial

i. Introduction of an Ordinance to Amend the Planned Development (PD) Zoning and Outline Development Plan (ODP) for Riverfront at Dos Rios, Located on the Northeast Bank of the Colorado River between Highway 50 and Hale Avenue and Set a Public Hearing for May 20, 2020

ii. Introduction of an Ordinance to Vacate Seven Portions of Public Right-of-Way within the Proposed Riverfront at Dos Rios Development and Set a Public Hearing for May 20, 2020

iii. Introduction of an Ordinance to Vacate an Approximate 30-Foot Wide by 675-Foot Long Portion of 29 5/8 Road Abutting the Northeastern Property Line of the Property Located at 359 29 5/8 Road and Set a Public Hearing for May 20, 2020

3. Continue Public Hearings

a. Quasi-judicial

i. An Ordinance Rezoning the Horizon Villas Property from Planned Development (PD) to Residential - 8 du/ac (R-8) Located West of Horizon Glen Drive - **Continued to June 1, 2020**

4. Contracts

a. Contract for Vendor Space at Las Colonias Park

b. Contract for Street Maintenance - 2020 Asphalt Overlay Project

c. Contract for 2020 Horizon Place Reconstruction

d. Contract for the Amphitheater Addition

REGULAR AGENDA

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

5. Public Hearings

*Comments on the following items are **due by Noon on May 6, 2020 by**: 1) leaving a phone message at 1-970-244-1504 or 2) submitting comments online by completing this form. Phone messages will be played back at the City Council meeting and written comments will be read aloud. In-person comments are suspended until further notice.*

Staff presentations for the planning legislative and quasi-judicial public hearing items including items 5.a.i. and 5.b.i. have been uploaded to be reviewed in advance of the hearings.

a. Legislative

i. An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses - Staff Presentation

ii. An Ordinance to Renew the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications

iii. A. An **Emergency** Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado **- OR IF NOT APPROVED -**

B. An Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado

iv. An Ordinance Making Supplemental Appropriations for the 2020 Budget for the City of Grand Junction

v. An Ordinance to Make a Supplemental Appropriation of $387,000 from the City General Fund Reserve to Support the HomewardBound Homeless Shelter and the #GJStrong Fund in the City of Grand Junction, Colorado

vi. An Emergency Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications

b. Quasi-judicial

i. An Ordinance Rezoning Three Properties of a Total of 10.86 Acres Currently in R-1 (Residential - 1 du/ac), R-E (Residential - Estate), and R-R (Residential - Rural) Zone Districts to an R-2 (Residential - 2 du/ac) Zone District Located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property - Staff Presentation

ii. A Resolution to Create Alley Improvement District No. ST-20

6. 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. The public may contact City Council and/or City staff by e-mail regarding items on an agenda at 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.

7. Other Business

8. Adjournment

City of Grand Junction, State of Colorado

Proclamation

Whereas, water is our most valuable natural resource; and

Whereas, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

Whereas, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

Whereas, we are all stewards of the water infrastructure upon which future generations depend; and

Whereas, each citizen of our city is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water.

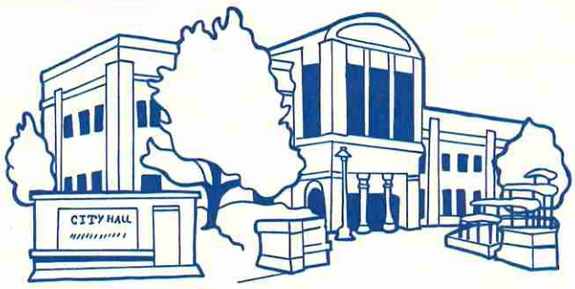
NOW, THEREFORE, I, J. Merrick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim May 3 - 9, 2020 as

"Drinking Water Week"

in the City of Grand Junction and encourage our community to practice water conservation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 6th day of May, 2020.

Mayor



City of Grand Junction, State of Colorado

Proclamation

Whereas, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and

Whereas, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

Whereas, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

Whereas, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

Whereas, the value provided by economic developers will be sorely needed in 2020 to help our community recover from the economic devastation caused by COVID 19; and

Whereas, multiple economic development entities have formed the Mesa County Economic Development First Responders team to collectively work together to help facilitate the economic road to recovery including compiling a 20 for 2020 list of needed infrastructure projects that could assist with putting people back to work and improving our economic development prospects; and

Whereas, economic developers work in the City of Grand Junction within the State of Colorado.

NOW, THEREFORE, I, J. Merrick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim May 4 - 9, 2020 as

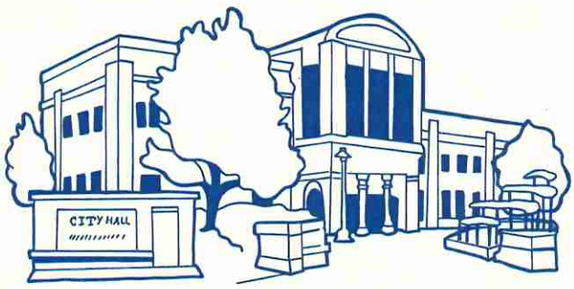
"National Economic Development Week"

in the City of Grand Junction and remind individuals of the importance of this community celebration which supports expanding career opportunities and improving quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 6th day of May 2020.

J. Merrick Taggart

Mayor



City of Grand Junction, State of Colorado

Proclamation

Whereas, there are more than 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of our local law enforcement agencies, to include the Mesa County Sheriff's Office, the Grand Junction Police Department, the Palisade Police Department, the Fruita Police Department, Collbran Marshal's Office, De Beque Marshal's Office and the Colorado State Patrol; and

Whereas, approximately 50,000 assaults against law enforcement officers are reported on average each year, resulting in more than 13,000 injuries; and

Whereas, since the first recorded death in 1791, more than 21,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including three from local law enforcement agencies. Deputy Edward Innes was killed on September 27, 1906, during an inmate jail escape, Fruita Police Department lost Acting Chief Dan Dalley in June 2001 and most recently, Deputy Derek Geer, Mesa County Sheriff's Department, died after being shot by an armed suspect in February 2016; and

Whereas, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

Whereas, 135 officers were killed in the line of duty in 2019, three of whom were fallen Colorado heroes: Sergeant Joshua Eli Voth, Colorado Department of Corrections; Corporal Daniel H. Groves, Colorado State Patrol; Master Trooper William James Moden, Colorado State Patrol. These three names will be added to the National Law Enforcement Officers Memorial located in Washington, D.C., this year; and

Whereas, May 15th is designated Peace Officers Memorial Day and the week of May 10 - 16, 2020 National Police Week.

NOW, THEREFORE, I, J. Merrick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim May 10 - 16, 2020 as

"Police Week"

in the City of Grand Junction, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 6th day of May 2020.

Mayor

Grand Junction City Council

Regular Session

Item #

Meeting Date: May 6, 2020

Presented By: City Council

Department: City Manager's Office

Submitted By: John Shaver, City Attorney, and Wanda Winkelmann, City Clerk

Information

SUBJECT:

Election of Council President/Ex-Officio Mayor and Council President Pro Tem/Ex-Officio Mayor Pro Tem

RECOMMENDATION:

Nominate and elect a Council President/Ex-Officio Mayor and a Council President Pro Tem/Ex-Officio Mayor Pro Tem.

EXECUTIVE SUMMARY:

The Charter sets forth the process for selecting a President of the Council and a President of the Council Pro Tem to fulfill the obligations of those duties through April of the following year.

BACKGROUND OR DETAILED INFORMATION:

Article V (President of the Council), Section 39 (Term-Duties) of the Grand Junction Municipal Charter states that "each Council, at its first regular meeting and thereafter when a vacancy occurs, shall elect from its membership a president of the council. He shall serve for a term of one year and until his successor is elected and qualified. During such term he shall be a member of the council with the same right to speak and vote therein as any other member, but without the right of veto. He shall be recognized as the official head of the city for all ceremonial purposes, by the courts for the purpose of serving civil process, and by the governor for military purposes. In case of his absence or disability, his duties shall be performed by a president pro tempore, chosen by the council from among its own members."

Paragraph 39 specifies that the Council “elects” a president; historically the Council has also elected a president pro tempore on the same date. The process for those elections has been the same for president and president pro tempore with the Council generally establishing the procedure with each election.

By law, secret ballots are not allowed, as such all of the election proceedings, other than the City Clerk’s written tallies, are spoken. The City Clerk will report her tallies as part of the selection process and will keep those in her records. Of course you may during the process ask for assistance from the City Clerk and/or City Attorney; nominations and seconds are required; self-nominations are allowed. Typically, a short statement is made by each member making a nomination and by the nominee when accepting a nomination. A nominee may decline a nomination and withdraw her/his name either at the time of nomination or later (but preferably before being elected). The president of the council is chosen first but Council may order the process as a majority determines. After discussion, the sitting Mayor begins the process by announcing that the nominations are open and will be entertained. At the conclusion of the nominations and seconds, a motion to close nominations should be made, seconded and voted on before the voting begins.

It may be that there are multiple nominations and multiple rounds of voting. If that happens the nominees with the highest number of votes (without achieving a majority of four) have been advanced to subsequent rounds of voting. Typically, the Council has required at least three votes to advance but in the event of two nominees receiving two votes a “run-off” is held between those nominees with the highest number of votes advancing to a ballot with the nominee previously receiving 3 votes.

Votes from round to round are non-binding. The same process is used for president and president pro tempore. With the exception of the law specifying no secret ballots, the Council may establish the selection process as a majority prefers.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

Nominations can be entertained by the President of the Council. Nominations that are seconded will be voted upon voice vote; no secret ballots are allowed. Detailed procedures are described above.

Attachments

None

Grand Junction City Council

Regular Session

Item #

Meeting Date: May 6, 2020

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann, City Clerk

Information

SUBJECT:

To the Horizon Drive Association Business Improvement District

RECOMMENDATION:

Appoint members to the Horizon Drive Association Business Improvement District Board.

EXECUTIVE SUMMARY:

There are two vacancies on the Horizon Drive Association Business Improvement District Board.

BACKGROUND OR DETAILED INFORMATION:

Vacancies are due to terms expiring.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendations to the Horizon Drive Association Business Improvement District Board.

Attachments

None

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING

April 15, 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 15th day of April 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.

Proclamations

Proclaiming April 25, 2020 as Arbor Day in the City of Grand Junction

Councilmember Wortmann read the proclamation.

Proclaiming Grand Junction Regional Communication Center 9-1-1 Emergency Dispatchers as First Responders in the City of Grand Junction

Councilmember Norris read the proclamation.

Citizen Comments

Scott Beilfuss submitted a comment regarding the Charter Communications cable franchise agreement.

Kim Kraich submitted a comment regarding the emergency declaration extension.

City Manager Report

City Manager Caton reported that the City will be delivering seedlings to those residents that request them, lauded the City's Emergency Dispatchers for their service, gave an update on short term rentals regarding COVID, reminded community members not to congregate at trailheads and to practice social distancing.

Council Reports

Council President Taggart shared the social proclamations that were issued including Teacher Appreciation Month and National Huntington's Disease Awareness Month.

Councilmember Stout gave an update on the Downtown Development Authority and Business Improvement District.

Councilmember McDaniel reported the Grand Junction Regional Airport received $5.7 million from the CARES Act.

Councilmember Wortmann gave an update on the Grand Junction Economic Partnership.

Council President Taggart thanked the City Manager and communication team for the daily COVID briefings and to KKCO and Mesa County Public Health for their work in the distribution of information.

CONSENT AGENDA

Councilmember Wortmann moved to approve Consent Agenda Items #1 - #6. Councilmember Norris seconded the motion. Motion carried by unanimous voice vote.

1. Approval of Minutes

a. Minutes of the April 1, 2020 Regular Meeting

b. Minutes of the April 6, 2020 Special Meeting

2. Set Public Hearings

a. Legislative

i. Introduction of an Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses and Set a Public Hearing for May 6, 2020

ii. Introduction of an Ordinance Making Supplemental Appropriations for 2020 and Set a Public Hearing for May 6, 2020

b. Quasi-judicial

i. Introduction of an Ordinance Rezoning Three Properties Totaling 10.86 Acres from R-1 (Residential - 1 du/ac), R-E (Residential - Estate), and R-R (Residential - Rural) Zone Districts to an R-2 (Residential - 2 du/ac) Zone District Located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property and Set a Public Hearing for May 6, 2020

3. Contracts

a. Contract with Transportation Resource Services, Inc. dba TRS Corp (as the Primary Provider), and HDR Engineering, Inc. (as the Secondary Provider) for Ballot Initiative 2A Transportation Capacity Expansion Professional Right-of-Way Acquisition Services

4. Resolutions

a. A Resolution Authorizing Lease of Somerville and Anderson Ranches Property to VanWinkles Ranch, LLC

b. Resolutions Authorizing Dry Grazing Leases of City Properties South of Whitewater to Sallie Marie Smith and Zane Baldwin and a Resolution Authorizing a Lease of City Property in Whitewater for Radio Broadcasting to MBC Grand Broadcasting, Inc. (KNZZ Radio)

c. A Resolution Concerning the Issuance of a Revocable Permit to 2H Mechanical, LLC to Allow for Portions of Parking Stalls to Encroach upon the Valley Court Right-of-Way Adjacent to 757 Valley Court

5. Continue Public Hearings

a. An Ordinance to Renew the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications - **Continued to May 6, 2020**

6. Other Action Items

a. A Supplemental Ordinance to Appropriate $500,000 from the City General Fund Reserve to Support the City's #GJStrong Fund - **This proposed ordinance was approved as an emergency ordinance by unanimous City Council action at a duly noticed meeting on April 6, 2020. The City Council will take no further action.**

b. A Supplemental Ordinance to Appropriate $2,200,000 from the City General Fund Reserve to Support the City's Economic Stimulus and Recovery Response Fund **- Cancelled**

REGULAR AGENDA

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

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, by proposing deletion of some requirements that an application for a Certificate of Appropriateness (COA) for demolition in the historic district must currently meet.

Senior Planner Landon Hawes noted the presentation was published online and was available to answer questions.

There were no public comments received on this item.

Councilmember Wortmann moved 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 ordered final publication in pamphlet form. Councilmember Andrews seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Adding a Horizon Drive Zoning Overlay to the Zoning and Development Code as Title 27 of the Municipal Code

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.

Senior Planner Landon Hawes noted the presentation was published online and was available to answer questions.

There were no public comments received on this item.

Councilmember Pe'a moved to adopt 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 ordered final publication in pamphlet form. Councilmember Wortmann seconded the motion. Motion carried by unanimous roll call vote.

A Resolution Accepting the Petition for Annexation of 0.521 Acres of Land and Ordinances Annexing and Zoning the Barnes Electric Annexation to I-1 (Light Industrial), Located at 2806 1/2 Perry Drive

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

Senior Planner Landon Hawes noted the presentation was published online and was available to answer questions.

Conversation ensued regarding the property requested for annexation as well as the surrounding properties.

There were no public comments received for this item.

Councilmember Wortmann moved to adopt Resolution No. 21-20, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, making certain findings, and determining that property known as the Barnes Electric Annexation, located at 2806 ½ Perry Drive, is eligible for annexation, Ordinance No. 4916, an ordinance annexing territory to the City of Grand Junction, Colorado, Barnes Electric Annexation, approximately 0.521 acres, located at 2806 ½ Perry Drive on final passage and ordered final publication in pamphlet form and Ordinance No. 4917, an ordinance zoning the Barnes Electric Annexation to I-1 (Light Industrial), located at 2806 ½ Perry Drive on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motions. Motions carried by unanimous roll call vote.

Other Action Items - Items Relating to the Emergency Declaration

Extension of Emergency Declaration

The purpose of this item is to ratify the extension of the emergency declaration due to COVID-19 (coronavirus).

City Manager Greg Caton presented this item.

Conversation ensued regarding the original ordinance and who has the authority to issue and extend the declaration.

Councilmember Norris moved to ratify the extension of the local emergency regarding COVID-19 (Coronavirus disease 2019) to May 6, 2020. Councilmember Wortmann seconded the motion. Motion carried by unanimous roll call vote.

A Resolution Amending Council's Electronic Meeting Participation Policy

The purpose of this item is to amend the City Council policy regarding electronic meeting participation to permit all members of City Council to participate electronically.

City Attorney John Shaver presented this item.

Conversation ensued regarding technological challenges to accomplish 100% virtual meetings, the current requirement of three Councilmembers being present, broadband infrastructure issues, and the need for testing.

Councilmember Wortmann moved to adopt Resolution No. 22-20, a resolution amending Resolution No. 14-20 regarding telephone and electronic participation in City Council Meetings Policy. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

Consider Expenditure of New HUD CDBG-CV Funds that have been Allocated to the City of Grand Junction in the Amount of $275,976

The City of Grand Junction has received a special allocation of Community Development Block Grant (CDBG) funds via the 2020 CARES Act (CDBG-CV) to be used to prevent, prepare for and respond to the coronavirus (COVID-19) in the amount of $275,976. The funds must be used to respond to COVID-19 impacts. The funds may be expended immediately upon amendment of the 2019 CDBG Annual Action Plan to include use of the CDBG-CV funds.

Principal Planner Kristen Ashbeck presented this item.

Conversation ensued regarding the option of working with Western Colorado Community Foundation (WCCF) to determine a process of application and distribution of the funds, possibility of using other CDBG funds for COVID related needs of organizations, using the recommendations of Staff for expenditures (minus emergency medical, business loans and grants) and the possibility of asking applicants to affirm they haven't already applied for other federal funds.

Introduction of an Ordinance to Make a Supplemental Appropriation of $500,000 from the City General Fund Reserve to Support the HomewardBound Homeless Shelter and the #GJStrong Fund in the City of Grand Junction, Colorado and Set a Public Hearing for May 6, 2020

The purpose of this item is to introduce an ordinance allocating $200,000 towards expenses that will be incurred by HomewardBound Homeless Shelter in caring for homeless persons that have been directly or indirectly impacted by COVID-19 in the City of Grand Junction. Adopting this ordinance will also provide an additional $300,000 to the Western Colorado Community Foundation for expenditure related to providing basic needs of food and shelter.

Conversation ensued regarding the option of lowering the amount of the appropriation (it can be reduced at second reading, but not increased from the noticed amount), and

HomewardBound's requested amount.

Scott Beilfuss submitted a comment on this item regarding efficient use of funds.

Councilmember Wortmann moved to introduce and pass for publication an ordinance making a supplemental appropriation of $500,000 and amending the 2020 City budget to include assistance to HomewardBound Homeless shelter in the amount of ($200,000), and the #GJSTRONG Fund ($300,000) for basic food and housing and to set a public hearing on the ordinance for May 6, 2020. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

Introduction of an Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado and Set a Public Hearing for May 6, 2020

The purpose of this item is to introduce an ordinance for expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts on businesses in the City of Grand Junction.

City Manager Greg Caton presented this item.

Conversation ensued regarding the need to reconcile the ordinance amount to the business incubator's proposal, making businesses stronger in this process by collaborating with the business incubator, possible shortfall in meeting the need, and the importance of helping small businesses of the community with the amount allotted.

Councilmember Andrews moved to introduce and pass for publication an Ordinance making a supplemental appropriation of $540,000 and amending the 2020 City budget to include the Business Stabilization and Recovery Assistance Fund in the amount of the supplemental appropriation and to set a public hearing on the ordinance for May 6, 2020. Councilmember Wortmann seconded the motion. Motion carried by roll call vote with Councilmember McDaniel voting no.

Other Business

There was none.

Adjournment

The meeting was adjourned at 8:08 p.m.

_____

Wanda Winkelmann, MMC
City Clerk

Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: May 6, 2020

Presented By: Lance Gloss, Associate Planner

Department: Community Development

Submitted By: Lance Gloss, Associate Planner

Information

SUBJECT:

Introduction of an Ordinance Amending the Grand Junction Municipal Code Title 21 Zoning and Development Code Regarding the Keeping of Roosters and Set a Public Hearing for May 20, 2020

RECOMMENDATION:

Planning Commission heard this request at its April 28, 2020 meeting and voted (6-0) to recommend approval.

EXECUTIVE SUMMARY:

Staff is proposing amendments to sections of the Grand Junction Municipal Code (Code) Title 21 Zoning and Development Code to prohibit the keeping of roosters on properties of less than five (5) acres. Roosters are currently treated in the same way as all chickens by the Code, and are allowed on all properties subject to limits on quantity based on the acreage of a given property, and subject to other regulations in the Title 21 Zoning and Development Code and the Title 6 Municipal Code pertaining to Animals. Recognizing that noise-related nuisance complaints associated with roosters consistently arise in the City, and that the Code as currently written does not allow for effective enforcement of nuisance regulations in relation to roosters, staff is proposing to prohibit the keeping of roosters other than on large properties, i.e. lots of 5 acres or greater, consistent with the standards of the Residential – Rural (R-R) zone district. The ordinance, as proposed, allows sufficient time for the owners of chickens to identify the sex of possible roosters among fledgling chickens before coming into violation, and provides an amortization period of three months for the current owners of roosters.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND/DETAILED INFORMATION

Recently the City has received multiple complaints regarding roosters kept in an Orchard Mesa neighborhood. The complainants have requested that the City consider regulation and Staff has drafted and offers for Council's consideration the attached ordinance in response to those concerns. Typically, Code Enforcement receives five to ten rooster noise complaints each year. The complainants typically report roosters crowing during all hours of the day and night, which they say results in serious disruption and inconvenience. The current Code does not regulate roosters specifically but does regulate chickens broadly. The attached draft ordinance contemplates prohibiting roosters in certain zone districts and implementing regulations of the number, time, cooping and duration of noise.

Currently, the Code does not prohibit roosters in any zoning district. Section 21.04.030(a)(1)(i) does prohibit the keeping of animals that become a nuisance, hazard and/or create a public health problem; however, lacks definition of what constitutes a nuisance or when a nuisance is created. Section 21.04.030(a)(3) addresses the keeping of agricultural animals, including the number that are allowed with the keeping of fowl being allowed as proscribed by certain housing conditions. For example, all fowl, including roosters., must be confined by a cage, fence, or coop that is at least 20 feet from the principal structure of any adjoining property and not located within the front and side yard setbacks. These strategies may not always be effective in preventing noise-related nuisance. Per GJMC 8.16.010(a), Code Enforcement officers may make a "prima facie determination as to whether such noise constitutes a public nuisance," but this may be difficult if there is no noise to observe. That is often the case, as the noise of a crowing rooster is generally confined to only a few times during the day, or may simply not occur at the exact time at which Code Enforcement officers are present at a property. This has produced scenarios in which Code Enforcement officers may have received a legitimate complaint regarding roosters but were unable to act.

Staff therefore recommends a code amendment, consistent with the approaches taken by other municipalities, to improve the capacity of Code Enforcement officers to address nuisance generated by roosters. It is not atypical for a municipality to regulate roosters specifically. Other jurisdictions take a variety of positions on the keeping of fowl, particularly on how to address roosters. Those include: 1) overall prohibition of roosters; 2) prohibition of roosters in specific zoning districts with some "grandfathering" by date or pre-dating regulation for a number of months or years from the passage of an ordinance to a date by which a rooster(s) may no longer be lawfully kept; 3) allowing a certain number of roosters in certain districts (primarily agricultural districts); and 4) allowance of a certain number of roosters in certain districts with time, cooping and duration of noise restrictions.

As with any animal regulation, biological considerations specific to the animal involved

also have a bearing upon the array of solutions available to the municipal government. A mature chicken, or Gallus gallus domesticus, is referred to as a rooster if male and as a hen if female. The sex of a chicken (hen or rooster) can generally be identified by eight weeks of age or earlier, depending on the method used to determine sex. Sex-specific characteristics continue to develop through the eighth month of a chicken's life cycle, with the roosters exhibiting fully developed spurs on their legs by eight months. The crowing behavior of roosters, which is the primary factor related to nuisance caused by roosters, begins in earnest at four to five months of age. At as early as three months of age, roosters can be observed "practicing" their crowing behavior, producing loud noises that sound more or less like the mature crow.

It is also possible, in a minority of cases, for a hen in a group of chickens without a rooster to engage in crowing behavior, and to exhibit other male sex-specific traits related to that hen's dominant position in the group. It is therefore possible that nuisance related to crowing could be generated by a hen, and that a prohibition on roosters on small properties would not necessarily eliminate the problem of chickens that crow. However, for the practical purposes of eliminating the vast majority of crowing-related noise nuisance, staff recommends that the ordinance be limited to roosters. This is because, while prohibiting "chickens that crow" would include the eventuality of a crowing hen, it would limit the capacity of Code Enforcement officers to address the presence of evidently mature roosters that can be reasonably assumed to crow. Therefore, the Ordinance proposed by staff to resolve this matter would prohibit roosters only, with roosters defined as male chickens aged three months or older.

Staff recognizes that enforcement of this regulation would largely be complaint-driven, and that Code Enforcement officers would not be expected to actively seek out properties that may be in violation for the keeping of roosters. Should a complaint arise, this ordinance would provide Code Enforcement with the tools required to stop an ongoing nuisance generated by a crowing rooster.

NOTIFICATION REQUIREMENTS

Notice was completed as required by Section 21.02.080(g). Notice of the public hearing was published on March 17, 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

The proposed amendments to the Zoning and Development Code are useful in that they improve the capacity of Code Enforcement officers to address nuisances and ensure for the health, safety, and welfare of the general population.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to introduce an ordinance amending Section 21.04.030 of the Grand Junction Municipal Code pertaining to animal regulations by implementing restrictions on the keeping of roosters and set a public hearing for May 20, 2020.

Attachments

1. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 21.04.030 OF THE GRAND JUNCTION CODE OF ORDINANCES PERTAINING TO ANIMAL REGULATIONS BY IMPLEMENTING RESTRICTIONS ON THE KEEPING OF ROOSTERS.

RECITALS:

Each year, the Code Enforcement Division of the Grand Junction Police Department responds to multiple noise complaints from roosters. The complainants typically report roosters crowing during all hours of the day and night, which can be a significant nuisance and disruption for those experiencing crowing.

To address this issue of nuisance and disruption, as well as to promulgate regulations that may assist in roosters and their neighborhoods peacefully co-existing, the City hereby provides regulations allowing for roosters to reside on properties best suited for agricultural types of use and to allow for existing roosters to reside on other properties for a period extending to September 1, 2020.

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

Chapter 21.04 Section 030 shall be revised as follows (additions are underlined and deletions marked with ~~strike through~~ notations):

(a) Animal Regulations.

(3) Agricultural Animals (see Definitions).

(i) The CSR, R-R, R-E, R-1 and R-2 districts shall not have more than one large agricultural animal per one-quarter acre of land and shall be subject to the fencing requirements of this chapter. In these districts, all types of fowl except roosters (e.g., chickens, turkeys, ducks, and geese) shall be allowed, subject to the confinement provisions of this subsection.

(ii) In all other districts, a maximum of one-large agricultural animal (e.g., horse, sheep, cow, mule or burro) shall be allowed per one-half acre of land.

(iii) Roosters, of any breed, are prohibited in all districts except on properties of at least five acres. A rooster shall be defined as any adult male domestic chicken which is three months of age or older.

~~(iii)~~ (iv) Agricultural animals shall be subject to the following provisions:

(A) All large agricultural animals kept on a parcel shall be fenced so that they are no closer than 100 feet from any residential structure on another property. For

the purposes of this section, the first in time shall be the first in right. Written permission, if the animal were not first in time, for a lesser distance may be obtained from the property owner, or if not owner occupied, from the occupant.

(B) No person shall keep, house, or shelter one or more pigs in any zone district other than R-R unless such person has obtained a conditional use permit in accordance with the provisions of GJMC 21.02.110.

(C) Small animals (e.g. chickens and rabbits) which are kept outside the residence, shall be confined by a fence, cage, ~~or~~ pen, or coop so as to be no closer than 20 feet from a principal residential structure on an adjoining property. A maximum of six adult animals shall be allowed on parcels of one-half an acre or less. On parcels greater than one-half an acre, 15 adult animals shall be allowed per acre. Roosters are allowed only on parcels of 5 or more acres.

(D) In the R-R zone district, the number of agricultural animals and small animals (including roosters) allowed under this subsection may be exceeded with a conditional use permit (see GJMC 21.02.110). If the conditional use application is approved, the permit shall state the maximum number of animals allowed by type and in the aggregate.

(E) Property owners or residents currently maintaining roosters on property less than 5 acres in size shall be allowed to keep the existing rooster(s) until September 1, 2020.

ALL OTHER PROVISIONS OF CHAPTER 21.04 SECTION 030 SHALL REMAIN IN FULL FORCE AND EFFECT.

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

Adopted on second reading this ____ day of _____ 2019 and ordered published in pamphlet form.

ATTEST:

_____
J. Merrick Taggart
Mayor

_____
Wanda Winkelmann
City Clerk

DRAFT

Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: May 6, 2020

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

Introduction of an Ordinance Amending Title 21 of the Grand Junction Municipal Code to Modify and Clarify Provisions Governing the Planned Development (PD) Zone District and Set a Public Hearing for May 20, 2020

RECOMMENDATION:

Planning Commission heard this item at its April 14, 2020 meeting and voted (7-0) to recommend approval.

EXECUTIVE SUMMARY:

The Community Development Director is proposing amendments to sections of the Grand Junction Municipal Code Title 21 Zoning and Development Code to modify and clarify provisions governing the Planned Development (PD) zone district. The amendments address deviation to standards allowed within a PD zone district and the schedule and validity of an approved Outline Development Plan (ODP).

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

In an effort to keep the Zoning and Development Code current and relevant, staff is proposing modifications to clarify provisions governing the Planned Development (PD) zone district and process. The Planning Commission discussed these topics at its December 19, 2019 and March 5, 2020 workshops and directed staff to proceed with the proposed changes.

Presently, there are two sections of the Code that address the process and regulations

for property that is or is proposed to be zoned Planned Development: Section 21.02.150 and Chapter 5 of Title 21. This is cause for confusion for both development applicants and staff in the interpretation of the regulations as there are some provisions in the two sections that are not consistent in their requirements. Further, the current PD standards provide limitation in a PD unique to the City that may have the effect of limiting desired flexibility as well as reasonable expectations for the development (especially larger ones) to be completed.

Upon completion and adoption of the 2020 Comprehensive Plan, Staff will recommend that Title 21 be amended in its entirety to conform with and implement the vision, goals and policies of the new Plan. However, in the meantime, there are three specific elements of the PD regulations that Staff recommends be addressed at this time that will alleviate the most pressing issues that have been encountered: 1) provide additional flexibility in deviations allowed within a PD zone district; 2) clarify the phasing schedule of the PD process; and 3) clarify what is to occur if there is a lapse of a PD zone.

Broaden Ability to Deviate from Other Bulk Standards
Sections 21.05.010 and 21.05.020 speak to default standards established for a Planned Development (PD). The existing language in the Code is below. As stated, deviations from any of the default standards within Chapter 21.03 may be approved but the referenced section is only pertinent to bulk standards of an underlying zone district such as setbacks, lot size and lot dimensions. Staff believes that, in order to meet the purpose of the PD and achieve goals of the Comprehensive Plan, deviations to other sections of the Code may also be relevant to consider for deviations/flexibility desired in a proposed development. Other similar bulk standards can be found elsewhere in the Code. For example, in order to achieve some of the desired goals for density/intensity as well as provide open space and protect hillsides and/or steep slopes within a PD, deviations to other bulk standards can be considered.

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

21.05.020 Default standards.
The use, bulk, development, improvement and other standards for each planned development shall be derived from the underlying zoning, as defined in Chapter 21.03 GJMC. In a planned development context, those standards shall be referred to as default standards or default zone. The Director shall determine whether the character

of the proposed planned development is consistent with the default zone upon which the planned development is based. Deviations from any of the default standards may be approved only as provided in this chapter and shall be explicitly stated in the zoning/rezoning ordinance. The planned development ordinance shall contain a provision that if the planned development approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards.

To allow for this flexibility in the ability to deviate from other bulk standards in the Code, staff is recommending clarification in both Section 21.05.010 and 21.05.020 to reference not just deviations from the default zone district bulk standards but to reference such standards otherwise contained in the Code. Staff is recommending that the Planning Commission have the ability to recommend that the City Council deviate from such standards, subject to the overall purpose and criteria for establishment of a PD.

Clarify Phasing Schedule

The approval criteria for a PD zone and an Outline Development Plan as stated in Section 21.02.150(b) of the Code shown below includes language regarding the development schedule as well as a second subsection regarding validity. The two sections are redundant and neither of them specifically allow for a development schedule to be established contrary to that of the overall Zoning and Development Code which has a maximum time limit to complete a project within 10 years. As the City is considering larger developments, it is not unlikely that a schedule may be proposed for a PD that is beyond 10 years. Thus, staff is recommending that the Validity section be amended to add a qualification that, for a PD, a development schedule may be proposed that is not subject to other terms of validity found in the Code.

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

(4) Additional Application and Review Procedures.

(i) Simultaneous Review of Other Plans. An applicant may file an ODP with a final development plan for all or a portion of the property, as determined by the Director at the preapplication conference.

(ii) Density/Intensity. Density/intensity may be transferred between development pods/areas to be developed unless explicitly prohibited by the ODP approval.

(iii) Validity. The effective period of the ODP/phasing schedule shall be determined concurrent with ODP approval.

(iv) Required Subsequent Approvals. Following approval of an ODP, a subsequent

final development plan approval shall be required before any development activity occurs.

Clarify Lapse of Plan and Rezone
The existing Section 21.02.150 below addressing what is to occur if a Planned Development zoning and plan lapse is ambiguous and problematic in its interpretation. Staff is recommending new language in order to clarify this section of the Code.

(f) Lapse of Plan and Rezone. If a planned development, or any portion thereof, has not been completed in accordance with the approved development schedule, a "lapse" shall have occurred and the terms of all approved plans for incomplete portions of the PD shall be null and void. If lapse occurs, the property shall be governed by the zoning district applied to the property immediately before the rezoning to PD, or an applicant may request hearing before the Planning Commission at which time a revocation of all prior approvals shall be considered. If the Planning Commission determines that a lapse has occurred, the Director shall record an appropriate legal notice. The Director may initiate, without owner consent, a zoning change on a lapsed PD to another zone district.

ANALYSIS
In accordance with Section 21.02.140(c), a proposed Code 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.

NOTIFICATION REQUIREMENTS
Notice was completed as required by Section 21.02.080(g). Notice of the public hearing was published on April 7, 2020 in the Grand Junction Daily Sentinel.

FINDINGS OF FACT
Planning Commission found that the proposed amendments to the Zoning and Development Code are useful in that they modernize the Code, ensure for the health, safety, and general welfare of the population, and refine processes to provide regulations that are clear and consistent and that assist in logical and orderly development.

FISCAL IMPACT:

This action does not have direct fiscal impact to the City of Grand Junction

SUGGESTED MOTION:

I move to introduce an ordinance to amend Title 21 of the Grand Junction Municipal Code to modify and clarify Planned Development Zone Regulations and set a hearing for May 20, 2020.

Attachments

1. Planning Commission Minutes - 2020 - April 14 - Draft
2. Public Comments Received
3. Proposed PD Amendments Ordinance

GRAND JUNCTION PLANNING COMMISSION
April 14, 2020 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00pm by Chairman Christian Reece.

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

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), Lance Gloss (Associate Planner), and Isabella Vaz (Planning Technician).

This meeting was conducted virtually and is available via livestream video.

REGULAR AGENDA

1. **Minutes of Previous Meeting(s)**

The Planning Commission reviewed the meeting minutes from the February 25, 2020 and the April 9, 2020 meeting.

Commissioner Wade moved to approve the minutes as written. Commissioner Susuras seconded the motion.

The motion carried unanimously 7-0.

2. **27 ½ Road Right-of-Way Vacation** **File # ZCA-2019-459**

Consider a request by Eddy at Grand JCT, LLC to Vacate a 25-foot-wide by 400 lineal foot Portion of the undeveloped 27 ½ Road Public Right-of-Way (ROW) abutting the eastern property line of the property located at approximately 347 27 ½ Road.

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org

Questions for Staff
Go back into the recording and get the questions that were discussed.

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Applicant's Presentation
The Applicant's representative, Ted Ciavonne, was virtually present in the Zoom meeting. Mr. Ciavonne did not supply a presentation but was available for questions.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No public comment.

The public hearing was closed at 6:31 p.m. on April 14, 2020.

Discussion
Commissioner Ehlers asked for clarification regarding the pedestrian easements.

Motion and Vote
Commissioner Wade made the following motion, "Madam Chair, on the request for right of way vacation for an approximate 25 foot by 400 lineal foot portion of the undeveloped 27 ½ Road abutting the eastern property line of that property located at 347 27 ½ Road, City file number VAC-2019-459, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact and conditions (the trail easement that presently extends across the right-of-way condition) as listed in the staff report."

Commissioner Susuras seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade Yes
Chairman Reece Yes

The motion carried 7-0.

3. **Pinnacle Ridge Extension Request** **SUB-2015-120; SUB-2017-273**
Consider a request by Two R & D LLC, to extend for two additional years the approved Preliminary Plan and Filing 2 Plat for the Pinnacle Ridge Subdivision located East of Mariposa Drive near W. Ridges Blvd.

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Staff Presentation
Scott Peterson, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Commissioner Ehlers asked for clarification regarding the extension being allowed via the Code.

Commissioner Wade asked for clarification regarding the two-year extension.

Applicant's Presentation
The Applicant's representative, Robert Jones II, Vortex Engineering, was virtually present in the Zoom meeting. Mr. Jones did not supply a presentation but was available for questions.

Questions for Applicant
Commissioner Wade asked a question regarding the applicant's intention to complete filings 1 and 2.

Commissioner Susuras asked a question regarding the reason for the cancellation of…?

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

One additional comment that was received at 5:59 p.m. was read into the record by Tamra Allen at 6:50 p.m.

The public hearing was closed at 6:54 p.m. on April 14, 2020.

Questions for Applicant
None.

Questions for Staff
None.

Discussion
Commissioner Wade made a comment regarding the request.

Commissioner Gatseos made a comment in support of the request.

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Commissioner Ehlers made a comment in support of the request.

Commissioner Susuras made a comment in support of the request.

Motion and Vote
Commissioner Gatseos made the following motion, "Madam Chairman, on the Pinnacle Ridge Subdivision request to amend the expiration dates of the approved Preliminary Plan and Filing 2 recording date, City file numbers SUB-2015-120 and SUB-2017-273, I move that the Planning Commission approve the requested two year extension for the Preliminary Plan until April 19, 2022 and a two year extension for Filing 2 until December 11, 2022."

Commissioner Susuras seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

4. Augustine Blue Rezone File # RZN-2020-110

Consider a Request by Kyle Berger and Mark Beckner to Rezone Three Properties of a Total of 10.86 acres Currently in R-1 (Residential - 1 du/ac), R-E (Residential - Estate), and R-R (Residential - Rural) Zone Districts to an R-2 (Residential - 2 du/ac) Zone District located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property.

Commissioner Teske recused himself from this item.

Staff Presentation
Lance Gloss, Associate Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Chairman Reece asked a question regarding access to the property.

Commissioner Wade asked a question regarding Rooted Gypsy.

DRAFT

Applicant's Presentation
The Applicant, Mark Beckner, did not submit a presentation but was present and available for questions.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No additional comment was submitted.

The public hearing was closed at 7:17 p.m. on April 14, 2020.

Discussion
Commissioner Gatseos asked a question regarding

Commissioner Ehlers asked a question regarding rezone vs. subdivision.

Motion and Vote
Commissioner Scissors made the following motion, "Madam Chairman, on the Rezone request RZN-2019-585, I move that the Planning Commission forward a recommendation of approval for the rezone of three parcels at 2576 Tahoe Drive, 2574 Tahoe Drive, and an adjacent unaddressed parcel from a R-E (Residential – Estate), R-R (Residential – Rural), and R-1 (Residential – 1 du/ac) zone district to a R-2 (Residential, 2 du/ac) zone district, with the findings of fact listed in the staff report."

Commissioner Susuras seconded the motion. Chairman Reece called a roll call vote:

Comissioner Ehlers YES
Commissioner Gatseos YES
Scissors YES
Sususras YES
Wade YES
Reece YES

The motion carried 6-0.

5. The Riverfront at Dos Rios Rezone to PD and ODP File # PLD-2020-121
Consider a request by the City of Grand Junction for a Rezone/Amendment to the Planned Development (PD) zone district and Outline Development Plan (ODP) for the Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue.

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Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Commissioner Reece asked a question regarding the location's special relationship to the Railyard.

Commissioner Ehlers asked a question why these were not included in the original plan.

Commissioner Reece asked a question regarding access.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No additional public comment was received.

The public hearing was closed at 7:29 p.m. on April 14, 2020.

Discussion
None.

Motion and Vote
Commissioner Wade made the following motion, "Madam Chairman, on the Rezone and Amendment to Planned Development (PD) with a BP (Business Park) default zone district and an Outline Development Plan for a mixed use development known as the Riverfront at Dos Rios, file number PLD-2020-121, 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 Gatseos seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

DRAFT

The motion carried 7-0.

6. Goose Down Right-of-Way Vacation File # VAC-2020-51

Consider a request by Terry DeHerrera to Vacate an approximate 30-foot wide by 675-feet long portion of 29 5/8 Road abutting the Northeastern Property Line of the Property Located at 359 29 5/8 Road.

Staff Presentation

Scott Peterson, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff

Commissioner Scissors asked a question regarding item 4 in the analysis, especially as it pertains to the safety aspect and the public comments that were received.

Applicant's Presentation

The Applicant's representative, Ted Ciavonne, was virtually present in the Zoom meeting. Mr. Ciavonne did not supply a presentation but was available for questions.

Public Comment

The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No additional public comment was received.

The public hearing was closed at 7:43 p.m. on April 14, 2020.

Discussion

None.

Motion and Vote

Commissioner Gatseos made the following motion, "Madam Chairman, on the request to Vacate an approximate 675 lineal foot portion of 29 5/8 Road, located at 359 29 5/8 Road, City file number VAC-2020-51, 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 Ehlers seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES

DRAFT

Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

7. **Zoning Code Amendment – Planned Developments File # ZCA-2020-121**

Consider a Request by the City of Grand Junction to Amend Title 21 of the Grand Junction Municipal Code to modify and clarify provisions governing the Planned Development (PD) Zone District.

Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
None.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No additional public comment was received.

The public hearing was closed at 7:50 p.m. on April 14, 2020.

Discussion
Chairman Reece and Commissioners Ehlers and Scissors stated their support for the proposed amendments

Motion and Vote
Commissioner Scissors made the following motion, “Madam Chair, on the Zoning and Development Code Amendments, ZCA-2020-121, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report.”

Commissioner Wade seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES

DRAFT

Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

8. **Zoning Code Amendment – B-1 Setback Reduction File # ZCA-2020-172**

Consider a request by the City of Grand Junction to amend Title 21 of the Grand Junction Municipal Code regarding setbacks in the B-1: Neighborhood Business Zone District.

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Chairman Reece stated that this is an item the Planning Commission has workshopped and reviewed for the past few weeks.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No additional public comment was received.

The public hearing was closed at 7:56 p.m. on April 14, 2020.

Discussion
None.

Motion and Vote
Commissioner Wade made the following motion, “Madam Chair, on the B-1 setback reduction, City file number ZCA-2020-172, 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. Chairman Reece took a roll call vote:

Commissioner Ehlers YES

DRAFT

Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

9. Other Business

None.

10. Adjournment

The meeting was adjourned at 8:00 p.m.

DRAFT

Grand Junction Speaks
Published Comments for April 14, 2020 Planning Commission Meeting
Zoning Code Amendment - Planned Developments

Ted Ciavonne- user of Hillside Regulations since the beginning. I support the proposed changes to allow a PD Zone to modify the existing regulations.

Briefly, the current regulations state that up to 10% slopes your lot sizes can be anything you want; 10% to 20% the lot size must be a minimum of 100' wide and 10,000 SF (or 100' x'100' minimum); 20% to 30% the lot size must be 200' wide and 15,000 SF (or 200' x 75'). There are a number of weaknesses, or unintended outcomes from these existing Hillside Regulations. The three biggest are:

- Forcing Product Type. When a minimum lot size is 100' by 100', the home size is very likely at least 3000 SF (ground floor); few, if any will be putting a 1400 to 2000 SF home on a lot this size ... and so you end up with a demographic that can afford $500,000 homes. There is very little diversity of product; product type is dictated by code.

- Strict Interpretation of Hillside. The current code is strict with regards to slope. A 30% slope, which is approximately a 3 to 1 slope, is considered too steep to build on ... yet it is flat enough for a riding lawnmower to traverse ... it is not that steep. In most mountainous areas you cannot find real estate that is under 30%, and so homes are constructed on much steeper terrain. I do not know if this helps to visualize, but 30% (3 to 1) is about 13.5 degrees, and a 100% slope, which is a 1 to 1 slope, is 45 degrees. Building does occur on 100% slopes in mountainous areas.

- Strict Enforcement of Slope. So any size of lot can be on a 10% slope ... but at 10.01% the lot size must be 100' wide and 10,000 SF; and I can have a 10,000 SF lot all the way up to 20% slope ... but at 20.01 the lot must be 200 feet wide and at least 15,000 SF; and i can have this 15,000 SF lot all the way up to 30 % slope ... but at 30.01 I am not allowed to build. There might be some logic in something that ratcheted up, but strict cut-offs like these defy logic.

- Lot Width. On 10% to 20% slopes the lot size must be a minimum of 100' wide and 10,000 SF (or 100' x'100' minimum); on 20% to 30% the lot size must be 200' wide and 15,000 SF (or 200' x 75') ... who is going to plan for a 75' deep lot? Take off probably 20' front and 15' rear setbacks and you have 40 remaining for house depth, but wit 10' side setbacks it can be 180 ' long. Is this practical, or desirable? And on a hillside you have just constructed a drainage nightmare.

Summary - It is all about drainage, as it should be. If I can get a modest 1400 SF home on a 40' to 50' wide lot that is 90' to 100' long, and do so on a 40% slope ... this should be acceptable IF I can show that the drainage works. And now I can have mixtures in product types, products that respond to economics, and a diversity of purchasers within a community. Furthermore, I can take an expanse of undulating grades and increase the

efficiency by sensibly (and sensitively) leveling the terrain.

Please approve allowing PD's to modify the current Hillside Regulations.

04/13/2020 6:37 pm

Ted Ciavonne
222 N. 7th Street
Grand Jucntion, 81501

Consider this an amendment to my first long winded Comment that focused on Hillside Regulations, the additional proposed changes to reduce conflicts in the code between PD's and other regulations; the allowances of changes to bulk standards, the ability to increase a Phasing Schedule ...all are valid changes being requested.

I support these changes as well.

04/14/2020 4:46 pm

Ted Ciavonne
222 N. 7th Street
Grand Jucntion, 81501

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE TO AMEND TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE TO MODIFY AND CLARIFY PLANNED DEVELOPMENT (PD) ZONE REGULATIONS

Recitals:

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

Following adoption of the 2020 Comprehensive Plan, Staff will recommend that Title 21 be amended in its entirety to conform with and implement the vision, goals and policies of the new Plan. In the meantime, there are two elements of the PD regulations that the City Staff recommended the Planning Commission and City Council modify in order to alleviate clarity and applicability problems encountered by the development community in application submittals and the City staff in processing those applications. The amendments will: 1) define which elements of a planned development must conform with the City code and which can be established by the review and approval of a planned development and ; 2) establish how a development schedule/phasing for a planned development project is approved, modified after approved, and enforced and 3) clarify what occurs in the event of a lapse of a PD zone.

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 amendments.

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the planned development zone standards and requirements implement the vision and goals of the Comprehensive Plan provided in this Ordinance are responsive to the community's desires, encourage orderly development of real property in the City and otherwise advance and protect the public health, safety and welfare of the City and its residents.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) BE AMENDED AS FOLLOWS (new text underlined, deleted text strikethrough):

21.05.010 Purpose. (in relevant part)
The planned development (PD) zone applies to mixed use or unique single-use projects where design flexibility is desired and is not available through application of the

standards established in Chapter 21.03, Chapter 21.06 and Chapter 21.07 of the GJMC. Planned development zoning should be used when long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan will be achieved. The Director shall determine whether substantial community benefits can and will be derived. Specific benefits that the Director may find that would support a PD zoning include, but are not limited to: …

21.05.020 Default standards.
The use, bulk/dimensional standards, lot size and development, improvement and other standards for each planned development shall be derived from the underlying zoning of the project property. Zone specific standards are defined in Chapter 21.03, GJMC.

In a planned development context, the standards derived from the underlying zoning shall be referred to as *default standards* or *default zone*. The Director shall determine whether the character of the proposed planned development is consistent with the *default zone* upon which the planned development is based. ~~Deviations from any of the default standards may be approved only as provided in this chapter and shall be explicitly stated in the zoning/rezoning ordinance.~~ Project specific development standards, including those that may deviate from the default zone, may be approved only as provided in this chapter and if approved shall be explicitly stated in the zoning/rezoning ordinance approving the proposed planned development project. Each standard of the default zone shall apply unless project specific standards are established by the PD zoning ordinance. ~~The planned development ordinance shall contain a provision that if the planned development approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards.~~

Section 21.02.150:

21.02.150 Planned development (PD).

(a) Purpose. The purpose is as provided in Section 21.05.010 of the Code.

(1) Applicability. An outline development plan is required for any PD. The purpose of an ODP is to demonstrate conformance with the Comprehensive Plan, and coordination of improvements within and among individually platted parcels, sections or phases of a development prior to the approval of a final plat. At ODP, zoning for the entire property or for each "pod" designated for development on the plan is established.

Through this process, the general pattern of development is established with a range of densities, an appropriate set of standards for the entire property or for each development pod/area to be developed, and an appropriate phasing or development schedule for the entire property or for each development pod/area to be developed will

be assigned to individual “pods” which will be the subject of future, more detailed planning.

(iii) Validity. The effective period of the ODP/phasing schedule shall be determined concurrent with ODP approval. The ODP/phasing schedule shall not be subject to any other validity section(s) of the Code.

Section 21.02.150.

(f) **Lapse of Plan ~~and Rezone~~.**

(i) If a planned development, or any portion thereof, has not been completed in accordance with the approved development schedule, a “lapse” shall be deemed to have occurred and the terms of all approved plans for incomplete portions of the PD shall be null and void.

(ii) If lapse occurs, then either (a) or (b) shall occur:

(a) Within 30 days of the lapse, the property owner may initiate a rezone by filing an application for rezone pursuant to §21.02.140. Should an application not be received within 30 days of the lapse, the Director shall provide written notice to the property owner of the intent to rezone the property. Mailed notice shall be sent to the address included in the development application and to the property owner available in the County Assessor’s record. The Director shall initiate the rezone without consent of the property owner if the property owner fails to submit an application for rezone within 45 days of mailed notice.

(b) Within 30 days of lapse, the property owner shall submit an application for an Outline Development Plan for the property pursuant to §21.01.150(b).

~~shall be governed by the zoning district applied to the property immediately before the rezoning to PD, or an applicant may request hearing before the Planning Commission at which time a revocation of all prior approvals shall be considered. If the Planning Commission determines that a lapse has occurred, the Director shall record an appropriate legal notice. The Director may initiate, without owner consent, a zoning change on a lapsed PD to another zone district.~~

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 #2.a.iii.

Meeting Date: May 6, 2020

Presented By: Landon Hawes, Senior Planner

Department: Community Development

Submitted By: Landon Hawes, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Amending Title 21 of the Grand Junction Municipal Code Regarding Setbacks in the B-1: Neighborhood Business Zone District and Set a Public Hearing for June 1, 2020

RECOMMENDATION:

The Planning Commission heard this request at their April 14, 2020 meeting and voted 7-0 to recommend approval of the request.

EXECUTIVE SUMMARY:

Staff proposes to reduce the front setback in the B-1 (Neighborhood Business) zone district from 20 to 15 feet that would bring the setback into conformity with other similar commercial and industrial zones and would further the purpose of the zone district expressly the intent to design in scale with surrounding uses and to provide small areas for office and professional services. In addition, the request would implement certain goals and policies of the Comprehensive Plan.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

Staff proposes to reduce the front setback in the B-1 (Neighborhood Business) zone district from 20 feet to 15 feet.

The B-1 zone district is typically found adjacent to or near busier thoroughfares in the city such as North Avenue, 7th Street, Patterson Road, and 12th Street. As expressed in the Zoning and Development Code, the purpose of the B-1 zone district is to “provide

small areas for office and professional services combined with limited retail uses, designed in scale with surrounding residential uses; a balance of residential and nonresidential uses." The proposed setback reduction works to provide smaller areas that citizens can use to establish compatible residential and nonresidential uses and is in harmony with the intent of the B-1 zone. Reducing the front B-1 setback will bring the zone into conformity with other zones in the City including the C-1, C-2, CSR, M-U, BP, I-O, I-1 and I-2 zone districts. The only two commercial zone districts that deviate from the 15 feet are the R-O and the B-2 zone districts. The R-O zone district requires a 20-foot setback and is generally found in areas such as Grand Avenue where historic residential homes have been converted into commercial uses while the B-2 zone district front setback is 0 feet.

Section 21.03.010 of the Development Code gives several reasons for the purpose of establishing zone districts. Two of the most relevant are to "encourage the most appropriate use of land throughout the City and to ensure logical and orderly growth and the development of the physical elements of the City" and to "implement the Comprehensive Plan." Staff believes that reducing the front setback in the B-1 zone would support both goals. For instance, when the amount of buildable space on a lot is significantly reduced due to a 20-foot front setback, many developers make the logical choice to place parking in that setback. This conflicts with the pedestrian-oriented, "neighborhood business" style of development that the B-1 zone district is intended to promote. Staff's opinion is that such development will be facilitated by a decrease in the front setback.

Similarly, Staff believes the reduction in the front setback continues to support a Goal of the Comprehensive Plan (Goal #3) to "create ordered and balanced growth and spread future growth throughout the community." It also supports Policy B of Goal 5, which is to "encourage mixed-use development and identification of locations for increased density."

NOTIFICATION REQUIREMENTS

Neighborhood meetings and mailed public notice are not typically required for a city-initiated Development Code amendment. The notice of this public hearing was published on April 7, 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 City of Grand Junction's request for a reduction in the B-1 zone district front setback from 20 feet to 15 feet, ZCA-2020-172, the following findings of fact have been made:

1. The request is justified in that it will help implement the expressed goals and policies of the Comprehensive Plan.
2. The request will further the purpose of the B-1 Neighborhood Business Zone District.
3. The request is consistent with the purpose of establishing zones as provided in Section 21.03.010.

Therefore, Planning Commission recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to introduce an ordinance amending the Mixed Use and Industrial Bulk Standards summary table of the Zoning and Development Code, decreasing the Front Setback for the B-1 Zone District and set a public hearing for June 1, 2020.

Attachments

1. B-1 setback reduction ordinance

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIXED USE AND INDUSTRIAL BULK STANDARDS SUMMARY TABLE OF THE ZONING AND DEVELOPMENT CODE, DECREASING THE FRONT SETBACK FOR THE B-1 ZONE DISTRICT

Recitals:

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

The amendment to the Zoning and Development Code decreases the front setback requirement for the B-1 zone district, which helps to implement Goal 3 of the Comprehensive Plan and brings the B-1 zone into greater conformity with other city zones.

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 the Comprehensive Plan.

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

The Mixed Use and Industrial Bulk Standards Summary Table is amended as follows (changes highlighted):

Mixed Use and Industrial Bulk Standards Summary Table

	R-O	B-1	B-2	C-1	C-2	CSR	M-U	BP	I-O	I-1	I-2
Lot											
Area (min. ft. unless otherwise specified)	5,000	10,000	n/a	20,000	20,000	1 ac	1 ac	1 ac	1 ac	1 ac	1 ac
Width	50	50	n/a	50	50	100	100	100	100	100	100
Frontage	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Setback											
Principal structure											
Front (min. ft.)	20	15	0	15	15	15	15	15	15	15	15
Side (min. ft.)	5	0	0	0	0	0	0	0	0	0	0
Side – abutting residential (min. ft.)	n/a	10	n/a	10	10	10	10	10	10	10	n/a
Rear (min. ft.)	10	15	0	10	10	10	10	10	10	10	10
Accessory structure											
Front (min. ft.)	25	25	25	25	25	25	25	25	25	25	25
Side (min. ft.)	3	0	0	0	0	0	0	0	0	0	0
Side – abutting residential (min. ft.)	n/a	5	n/a	5	5	5	5	5	5	5	n/a
Rear (min. ft.)	5	15	0	10	10	10	10	10	10	10	10
Other Dimensional Requirements											
Lot coverage (max.)	70%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Height (max. ft.)	40	40	80	65	65	65	65	65	65	50	50
Density (min. units per acre)	4	8	8	12	n/a	n/a	8	8	n/a	n/a	n/a
Density (max. units per acre)	n/a	16	n/a	24	n/a	n/a	24	24	n/a	n/a	n/a
Building size (max. sf)	10,000	15,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Notes											

B-1: Max. building size varies by use; retail – 15,000 sf (unless a CUP is approved), office 30,000

B-2: Parking front setback for parking as a principal use – 30 ft., as an accessory use – 6 ft.

Mixed Use and Industrial Bulk Standards Summary Table

	R-O	B-1	B-2	C-1	C-2	CSR	M-U	BP	I-O	I-1	I-2

C-1: Min. rear setback – 0 if an alley is present

CSR: Maximum building height abutting residential – 40 ft.

Introduced on first reading this 6th day of May, 2020, and ordered published in pamphlet form.

Adopted on second reading this 1st day of June, 2020 and ordered published in pamphlet form.

ATTEST:

_____ _____

City Clerk Mayor

Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: May 6, 2020

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

Introduction of an Ordinance to Amend the Planned Development (PD) Zoning and Outline Development Plan (ODP) for Riverfront at Dos Rios, Located on the Northeast Bank of the Colorado River between Highway 50 and Hale Avenue and Set a Public Hearing for May 20, 2020

RECOMMENDATION:

Planning Commission heard this request at its April 14, 2020 and voted (7-0) to recommend approval.

EXECUTIVE SUMMARY:

The Applicant, the City of Grand Junction, requests approval of an amended Planned Development (PD) zoning ordinance and Outline Development Plan (ODP) to add approximately 8.4 acres of property to the Riverfront at Dos Rios Planned Development and add an access point off the Riverside Parkway. In April 2019, the City approved Ordinance 4898 including the ODP that established the uses, standards and general configuration of the proposed Riverfront at Dos Rios mixed use development on approximately 58.8 acres, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue. Since that time, the City has acquired adjacent properties. In addition, there is a remnant parcel on the east side of Riverside Parkway also owned by the City. The City is requesting inclusion of the properties in the PD and ODP. These properties are specifically located at 2600 Riverside Parkway; 603 Lawrence Avenue; 201, 205, 211 and 219 Hale Avenue; and 201 and 206 Lila Avenue.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The City acquired the approximately 60-acre area now known as the Riverfront at Dos Rios from the Jarvis family in 1990. The property is located on the northeast bank of the Colorado River between the Highway 50/railroad bridge and the Riverside neighborhood. Since that time, the property has been cleared, the Riverfront Trail extended, and a backwater pond for endangered fish was created between the trail and River. The developable acreage was purchased with the intent of future redevelopment and the City has started constructing the infrastructure within the development.

The approved ODP is intended to create a riverfront commercial/mixed use center with one point of access to Riverside Parkway and two points of access onto Hale Avenue. Development pods are identified for specific types of uses, including approximately 17 acres for parks and open space, 9.8 acres for Light Industrial/Commercial, 10.5 acres of mixed use and 4.1 acres of mixed use/outdoor recreation. The property within the development, excluding the open space, has been offered for sale and one parcel has already transferred to a private party. There is also .9 acres of leasable space along the riverfront. The remainder of the 58.8 acres includes the public elements that were shown on the original ODP such as street rights-of-way and common parking areas.

The addition of the properties recently purchased by the City and the remnant property on the east side of the Riverside Parkway will add approximately 2.4 acres of Mixed-Use area (MU-6) and 6 acres of Light Industrial/Commercial area (an addition to LI/C-1 and new LI/C-6) to the development. All of the properties to be added to the PD/ODP are presently zoned I-O (Industrial Office).

The revised ODP also proposes elimination of the common parking area that was to be developed by the City. Instead, this approximately .5-acre area on the original ODP will be absorbed in area MU-3. This will give the developer more acreage for mixed uses and the flexibility to place off-street parking in other locations than as shown on the original ODP.

The ODP also defined the major street access points on Hale Avenue and the Riverside Parkway. The existing ODP shows one access from the Parkway which has already been constructed. In speaking with potential developers, it has been recommended that a second access on the Parkway be provided to better serve the overall development. Thus, the revised ODP proposes a second access road between the Hale Avenue and the existing access points.

In addition to the land use areas and street network, the approved ODP established specific performance standards that the development will be required to meet and conform with, as authorized by Section 21.02.150 (b) of the Zoning and Development Code. The standards were all included in the original PD zoning ordinance and are not proposed to be revised.

Section 21.02.150 of the Zoning and Development Code (Code) sets the purpose of a Planned Development (PD) to apply to mixed use or unique single use projects to provide design flexibility. The Code provides Planned Development zoning should be used when long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan can be achieved.

Floodplain and Drainage:
Much of the property is located within the regulated 100-year floodplain of the Colorado River and a small area directly adjacent to the riverbank is within the floodway. The City will retain ownership of the area within the Floodway to be used as open space and recreational area. Property within the 100-year floodplain will be developed in accordance with the Flood Hazard regulations found in section 21.07.010 of the Zoning and Development Code. Stormwater management will be provided as a part of the overall development of the project.

Establishment of Uses:
The original ODP established four general categories of land use types including Light Industrial/Commercial (LI/C), Mixed Use (MU), Mixed Use/Outdoor Recreation (MU/OR) and Parks and Recreation (PR). The original PD zoning ordinance established the specific land uses allowed in each of the categories. The only proposed revision to the uses with the addition of these properties is to add the following to be allowed in the LI/C area on the east side of Riverside Parkway (Area LI/C 4 on the revised ODP):

• Research Testing and Lab Facilities – Indoors Including Marijuana Testing Facilities
• Mini Warehouse

Default Zone and Deviations:
The default zone for the original and the amended ODP is BP (Business Park). No change is proposed to the default zone district for the PD/ODP.

Architectural Standards:
Architectural standards were adopted with the original PD/ODP that require all structures within Riverfront at Dos Rios be designed and constructed in a manner that provides an aesthetically pleasing appearance and be harmonious with the overall Riverfront at Dos Rios development. There are no changes to the standards proposed.

NOTIFICATION REQUIREMENTS
As required by Section 21.02.080(e) of the Zoning and Development Code, a Neighborhood Meeting was held on March 9, 2020 for the proposed Amended PD/ODP. Ten people attended the meeting along with City Staff. Questions concerned clarification of new properties to be included in the ODP, the land uses and types of

housing proposed, the definition of a PD and the construction schedule for the infrastructure. There were no objections noted to the Dos Rios development plans.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the application submittal in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property and the subject property was posted with an application sign on March 9, 2020. The notice of this public hearing was published April 7, 2020 in the Grand Junction Daily Sentinel.

ANALYSIS

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

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

The property has a Future Land Use designation of Business Park Mixed Use (BPMU) and Park along the banks of the Colorado River. The BPMU designation allows for business, light industrial, employment-oriented areas with the allowance of multi-family development and the existing as well as proposed amendment to the PD and ODP best implement the intent of the mixed use for this unique property and proposed development. The land used proposed for the development is consistent with the land use designation in the types of uses proposed. Also, the area designated as Park will be preserved as open space. Therefore, the proposed amended ODP is consistent with the Future Land Use Map of the Comprehensive Plan.

The Grand Valley Circulation Plan identifies Riverside Parkway as a Principal Arterial. The limited access proposed is consistent with standards for access to an arterial. The Riverfront Trail, as identified on the Active Transportation Corridors map, will remain through the length of the property.

Further, the amendment to the PD/ODP request is consistent with the following goals and/or policies of the Comprehensive Plan by providing a mixed-use development conveniently located to services and the preservation of 27% of the site as open space.

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 number of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

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

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

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

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air and freight movement while protecting air, water and natural resources.

Policy D: A trails master plan will identify trail corridors linking neighborhoods with the Colorado River, Downtown, Village Centers and Neighborhood Centers and other desired public attractions.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.

Policy B: Preserve areas of scenic and/or natural beauty and, where possible, include these areas in a permanent open space system.

As proposed, the application is in conformance with the Grand Junction Comprehensive Plan and Circulation Plan.

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

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

The City has approved a PD zone district and ODP for the Riverfront at Dos Rios property which surrounds the parcels proposed to be added to the development. The ODP envisions a mixed-use center with development pods identified for specific types of uses, including parks and open space, light industrial/commercial, mixed use/outdoor recreation and mixed use. The City is now proposing to rezone the additional properties that are presently zoned I-O (Industrial Office) to PD and include them in the ODP to better define the type and mix of uses for the various development pods and establish specific performance standards.

The adoption of the existing ODP for the mixed-use conceptual plan that included specific performance standards to establish a cohesive character for the Riverfront at Dos Rios is a subsequent event that has invalidated the original premises of the I-O zoning. Therefore, Staff finds this criterion has been met.

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

The Riverfront at Dos Rios is a proposed extension of the Riverfront at Las Colonias development on to the east of 5th Street/Highway 50. The community investment in Las Colonias Park has resulted in the completion of the park facilities surrounding the Botanic Gardens and the amphitheater. Work is continuing to complete the Las Colonias Business Park that is transforming that area into a vibrant center of activity. The same is intended with the Dos Rios development. The PD/ODP that assigns a mixed-use category of land use along Hale Avenue will provide a better transition from this new type of development to the existing Riverside Neighborhood than the I-O zoning of these properties would otherwise provide. Staff finds that the character and/or condition of the riverfront area has changed such that this criterion has been met.

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

Existing public and community facilities and services are available to the properties and are sufficient to serve the proposed mixed-use development. City Water is available to the property and will be extended into the site, as is sanitary sewer. The property can also be served by Xcel Energy electric and natural gas. The property is near the Downtown area, which provides many commercial services. In addition, the existing street network including the Riverside Parkway and Hale Avenue and enhancement of the riverfront trail through the development will provide adequate multimodal transportation infrastructure. Parks and open space exist in the vicinity and will be expanded and enhanced with the Riverfront at Dos Rios.

The public and community facilities are adequate to serve the type and scope of the mixed-use development; therefore, staff finds this criterion has been met.

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

The Riverfront at Dos Rios is an infill development project. The City is requesting an amendment to the plan to develop the property as a Planned Development (PD) to better define the types of uses allowed and to establish specific performance standards. Because PD is a zone category based on specific design and is applied on a case-by-case basis, staff finds this criterion is not applicable to this request, and, therefore has not been met.

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

the proposed amendment.

The proposed density and intensity are consistent with the Business Park Mixed Use land use category and the Planned Development allows for the further refinement of the type of desired and compatible uses within this area. The uses will address and capture the importance of the river front location as well as the proximity to the Riverside neighborhood that a I-O zone district would not. Should the development be constructed in full and/or in part, the City will derive benefit from the resulting development that addresses the site-specific assets of the area.

Further, the area will derive benefits from the zoning of PD (Planned Development) by providing more effective and efficient infrastructure, reducing traffic demands by providing the opportunity for live, work and play in one area and access to the Riverfront Trail system, providing 17 acres of open space that preserves and protects the banks of the Colorado River, and developing a bicycle playground as a recreational amenity.

Staff, therefore, finds this criterion has been met.

c) The planned development requirements of Section 21.05 of the Zoning and Development Code;

As per Section 21.05.040(f), Development Standards, exceptions may be allowed for setbacks in accordance with this section.

(1) Setback Standards. (i) Principal structure setbacks shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that buildings can be safely designed and that the design is compatible with the lesser setbacks, (ii) reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space, (iii) reduction of setbacks is required for protection of steep hillsides, wetlands or other environmentally sensitive natural areas. For maximum flexibility in the design of this site, the approved ODP included a reduction in the setbacks to those consistent with the B-2 (Downtown Business) zone district, which is the type of development that is proposed in Dos Rios. No further change to the approved setbacks is proposed with this amendment and all of the proposed development is internal to the property and is not directly adjacent to any other private development.

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

Approximately 15.8 acres of open space will be provided, which is 27% of the area, exceeding the Code requirement for residential projects to provide 10% of the land

area in open space.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i).
Fencing and/or screening will comply with Section 21.04.040(i) of the Code and standards approved with the original ODP that address materials, height and quality of fencing. The standards are not proposed to change with this amendment to the ODP.

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

The intent of landscaping within the Riverfront at Dos Rios is to create overall visual continuity throughout that is sensitive to, and blends with, the visual character of adjacent areas. Landscaping will enhance the aesthetics of the overall site, particularly as it is viewed from the perimeter public streets (Hale Avenue and Riverside Parkway) and from the Riverfront Trail. Specific standards were included in the approval of the ODP which are not proposed to change.

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

Streets within Riverfront at Dos Rios shall be constructed, and access controlled as to allow and encourage on-street parking on both sides of the street that will provide approximately 280 spaces. In addition, it is anticipated that, as each site is developed, parking will be provided as applicable per the PD design standards. There will also be a number of uses within the development that will be able to share parking due to overlapping hours of operation and demand. Additional standards, including the modification to the code not requiring off-site parking, were included in the approval of the ODP are not proposed to change with this amendment.

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

The design and construction of streets, alleys and easements within the Dos Rios development will meet Code requirements.
d) The applicable corridor guidelines and other overlay districts (Section 21.02.150(b)(2)(iv).

There are no corridor guidelines or overlay district that are applicable for this development.

e) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development (Section 21.02.150(b)(2)(v).

Existing public and community facilities and services are available to the property and are sufficient to serve the proposed mixed-use development. City Water is available to the property and will be extended into the site, as is sanitary sewer. The property can also be served by Xcel Energy electric and natural gas. The property is in close proximity to the Downtown area, which provides a number of commercial services.

f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed (Section 21.02.150(b)(2)(vi).

The proposed project will have two access points onto Riverside Parkway, one at the existing Hale Avenue and one approximately 1,000 feet to the south on Dos Rios Drive. In addition, there will be two access points onto Hale Avenue at Lawrence Avenue and Rockaway Avenue. The proposed access points provide adequate circulation and meet or exceed all code provisions for connectivity.

g) Appropriate screening and buffering of adjacent property and uses shall be provided (Section 21.02.150(b)(2)(vii).

No landscaping/screening buffer is required between adjacent uses with the exception of screening service entrances, loading areas and dumpster areas which shall be screened from adjacent residential uses as follows:

• Service entrances, loading areas and dumpster areas shall be oriented in the rear or side yard only so as to minimize the impact on the public view corridors, areas open for public enjoyment and areas of residential use.

• Where allowed as accessory to a primary land use or structure, outdoor storage shall be located on a site where least visible from a public right-of-way or Riverfront Trail.

• If allowed, outdoor storage areas shall be screened in accordance with GJMC Section 21.04.040(h). Acceptable screening consists of any combination of fences, walls, berms and landscaping that is approximately six feet in height and provides a permanent, opaque, year-round screening around the entire perimeter of the outdoor storage area. Plant materials are encouraged as screening. Fences shall only be made of materials referenced in the Fencing section below.

h) An appropriate range of density for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(viii).

The ODP proposes residential density of 12 units per acre as a minimum and no maximum density.

i) An appropriate set of “default” or minimum standards for the entire property or for

each development pod/area to be developed.

For maximum flexibility in the design of this site, the Applicant is requesting a reduction in the front yard setback from 15 feet to 0 feet-10 feet for principal structures and from 25 feet to 10 feet for accessory structures; a reduction in the rear yard setback from 10 feet to 0 feet for principal structures and from 25 feet to 5 feet for accessory structures; and a reduction in the side yard setback from 15 feet to 3 feet for accessory structures. The proposed reduced setbacks are similar to those allowed in the B-2 Downtown Business zone district, which is the type of development that is proposed. All of the proposed development is internal to the property and is not directly adjacent to any other private development. Staff has found these standards that exist for the adopted PD/ODP are appropriate for the amended PD/ODP and are not proposed to be changed with this amendment.

j) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(x).

Phasing of the Riverfront at Dos Rios Planned Development shall be per the validity standards of GJMC Section 21.02.080(n).

FINDINGS OF FACT
After reviewing the request for Rezone to Planned Development and an Outline Development Plan (ODP) for The Riverfront at Dos Rios (PLD-2020-121), the following findings of fact have been made:

1. The Planned Development is in accordance with all criteria in Section 21.02.150 (b) (2) of the Grand Junction Zoning and Development Code.

FISCAL IMPACT:

This land use action does not have direct fiscal impact to the City of Grand Junction.

SUGGESTED MOTION:

I move to introduce an ordinance amending and replacing Ordinance 4849 to rezone to Planned Development (PD) and an Outline Development Plan (ODP) for the Riverfront at Dos Rios located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue and set a public hearing for May 20, 2020.

Attachments

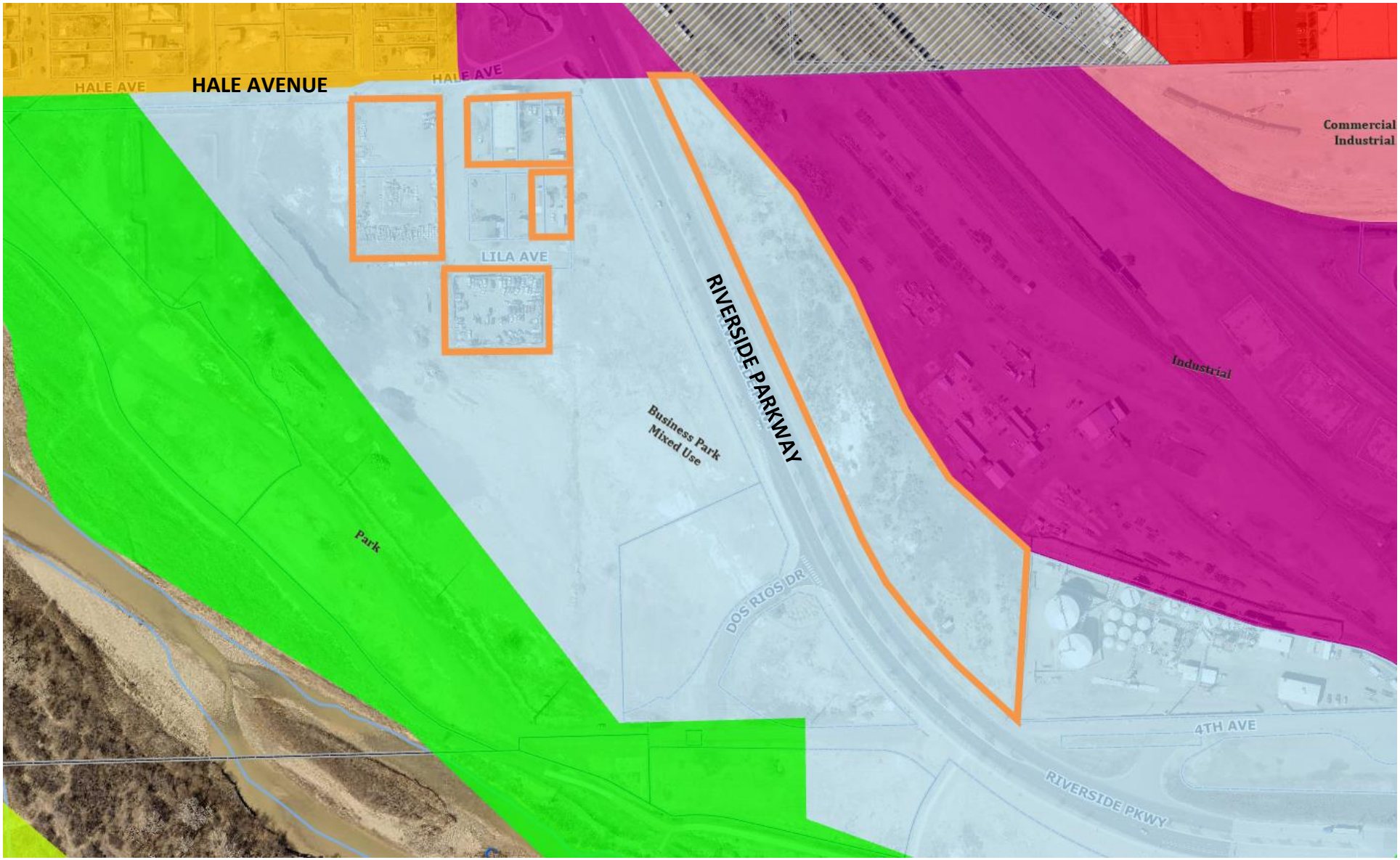
1. Riverfront at Dos Rios Maps
2. Neighborhood Meeting Information
3. Public Comment Received
4. Planning Commission Minutes - 2020 - April 14 - Draft

5. Original Riverfront at Dos Rios PD Ordinance No. 4849 - 2019
6. Amended Dos Rios PD ODP Ordinance

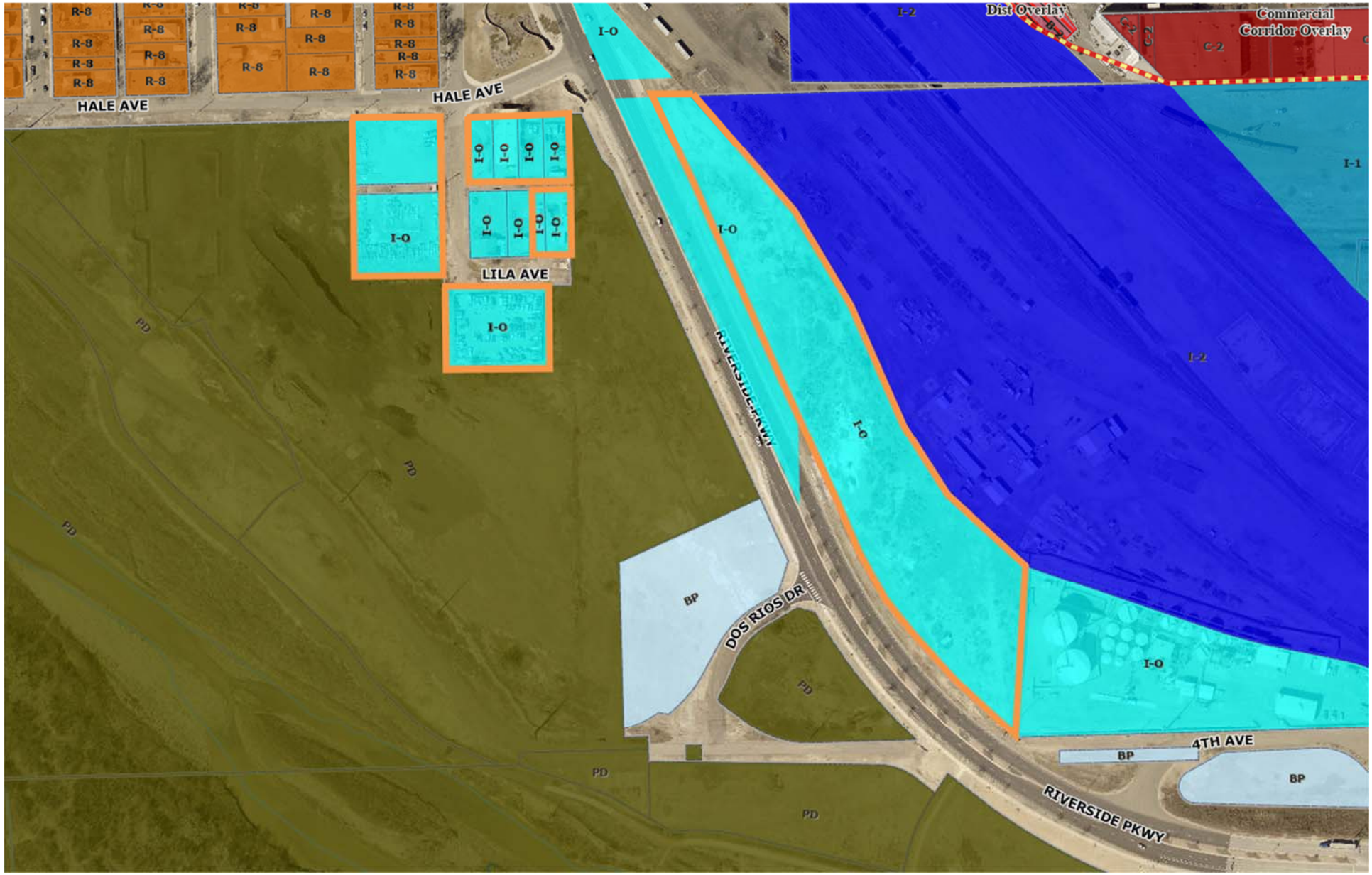
RIVERFRONT AT DOS RIOS PD AMENDMENT

BLUE AREAS – PARCELS TO BE ADDED RED OUTLINE – EXISTING PD

RIVERFRONT AT DOS RIOS – PARCELS TO BE ADDED TO PD/ODP – FUTURE LAND USE MAP



RIVERFRONT AT DOS RIOS – PARCELS TO BE ADDED TO PD/ODP – EXISTING ZONING MAP



CITY OF
Grand Junction
COLORADO

COMMUNITY
DEVELOPMENT

Adjacent Property Owners
VIA U.S. Mail

February 27, 2020

RE: Amendment to Riverfront at Dos Rios Planned Development (PD)

Dear Property Owner:

The City of Grand Junction would like to amend the previously approved Planned Development for the Riverfront at Dos Rios. The amendment includes adding approximately 3.3 acres of property to the PD and previously approved Outline Development Plan (ODP), including the properties at 603 Lawrence Avenue; 201, 205, 211 and 219 Hale Avenue; and 206 Lila Avenue. Consistent with the previously approved PD, the 3.3 acres would be allowed to be utilized for a mix of uses ranging from residential to light industrial.

A Neighborhood Meeting will be held at the Dual Immersion Academy in the Cafeteria, located at 552 West Main Street in the Riverside Neighborhood. The meeting is scheduled for Monday, March 9, 2020 from 6:00 to 7:00 pm.

The Neighborhood Meeting is held to allow the neighborhood an opportunity to review the proposed plan, answer questions and to provide information about the review and decision-making process. Representatives from the City of Grand Junction will be at the meeting to discuss the proposed amendment to this Planned Development and Outline Development Plan.

Please do not hesitate to contact me at 970-244-1491 or kristena@gjcity.org if you have any questions about the Riverfront at Dos Rios project or the upcoming meeting.

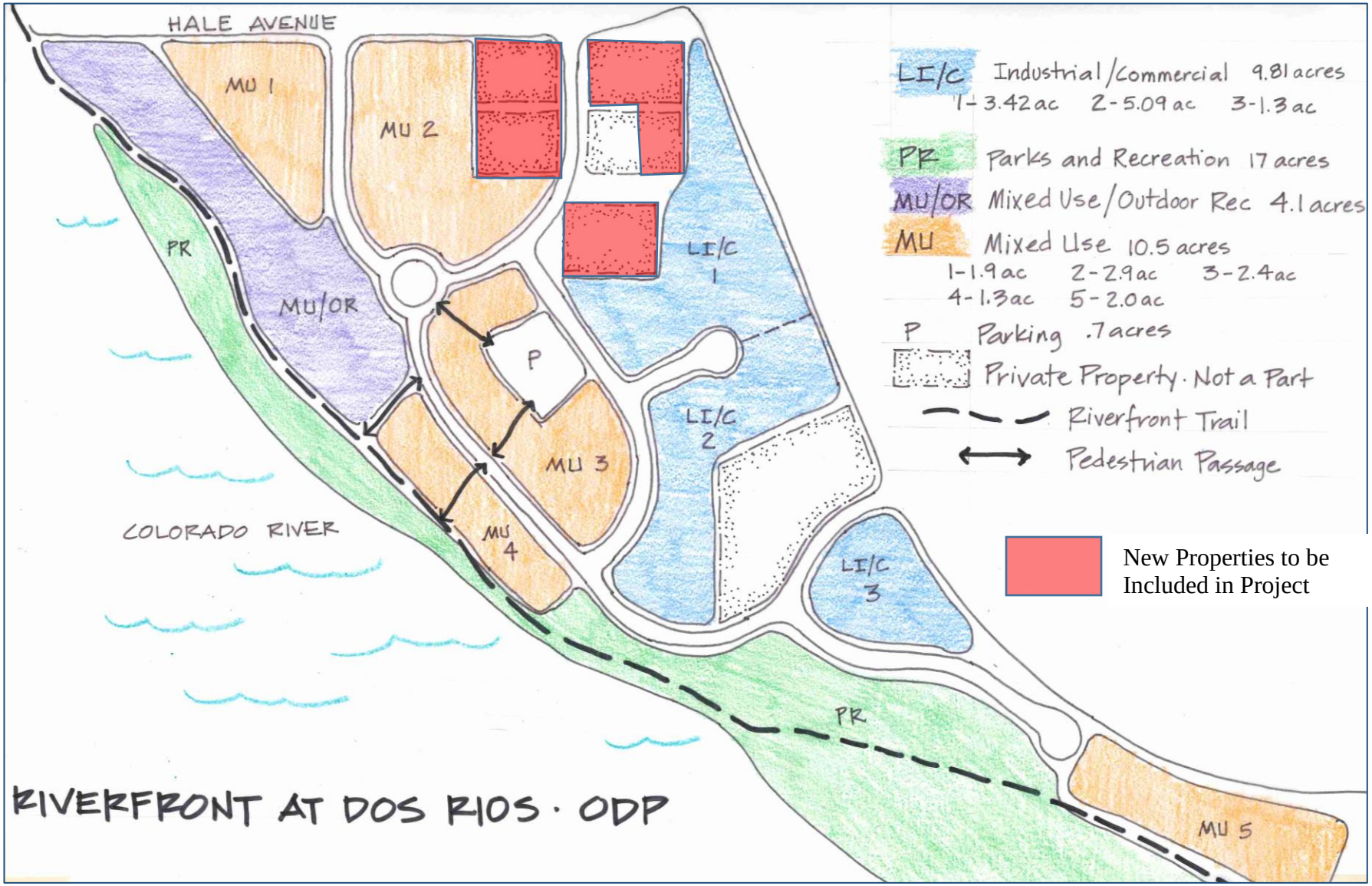
Sincerely,

Kristen Ashbeck, AICP
Principal Planner

CITY OF Grand Junction COLORADO

COMMUNITY DEVELOPMENT

RIVERFRONT AT DOS RIOS - EXISTING OUTLINE DEVELOPMENT PLAN



CITY OF Grand Junction COLORADO

Community Development Department

RIVERFRONT AT DOS RIOS PLANNED DEVELOPMENT AMENDMENT
NEIGHBORHOOD MEETING 3/9/2020 – PLEASE SIGN IN

(10)

NAME	ADDRESS	PHONE	EMAIL
Eudoro + Mary Morfin	523 Rockaway Ave	970-243-4398	
Cindy Enos-Martinez	408-C West Colo Ave	970-270-6962	cindy.enosmartinez@yahoo.com
~~Reona Beltran~~	645 West Colo Ave	970-201-2614	reonab71@gmail.com
Ana Beltran	324 Fairview Ave	(970) 270-3890	cincoslc61@gmail.com
Alberto Ibarra / Andrea Robles	431 Rockaway Ave	(970) 433-3804	andrearobles5051@gmail.com
Jen Taylor			
Greg			
Trent			
Kris			

Riverfront at Dos Rios PD/ODP Amendment
Neighborhood Meeting – March 9, 2020 6:00-7:00 pm
Duel Immersion Academy Cafeteria

City Staff in Attendance: Greg Caton, City Manager; Trent Prall, Public Works Director; Kristen Ashbeck, Principal Planner

There were 10 citizens in attendance. Topics of discussion and questions:

- Clarification of new properties to be included in the plan
- Definition of a Planned Development
- Clarification of land uses / type of housing
- Infrastructure construction schedule
- Cross section of Hale Avenue
- Bridge over Railroad ROW / Downtown connection
- Overview of Proposed El Jets Cantina and Sky Outpost
- Concerns with increase in property taxes within Riverside Neighborhood due to adjacent new development

Grand Junction Speaks
Published Comments for April 14, 2020 Planning Commission Meeting
The Riverfront as Dos Rios PD and ODP Amendment

You have my vote on this I look forward to see all the development that is going to happen in all that area improvement is always good.

04/14/2020 11:12 am

Mary Morfin
523 Rockaway
Grand Junction, 81501

GRAND JUNCTION PLANNING COMMISSION
April 14, 2020 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00pm by Chairman Christian Reece.

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

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), Lance Gloss (Associate Planner), and Isabella Vaz (Planning Technician).

This meeting was conducted virtually and is available via livestream video.

REGULAR AGENDA

1. **Minutes of Previous Meeting(s)**

The Planning Commission reviewed the meeting minutes from the February 25, 2020 and the April 9, 2020 meeting.

Commissioner Wade moved to approve the minutes as written. Commissioner Susuras seconded the motion.

The motion carried unanimously 7-0.

2. **27 ½ Road Right-of-Way Vacation** **File # ZCA-2019-459**

Consider a request by Eddy at Grand JCT, LLC to Vacate a 25-foot-wide by 400 lineal foot Portion of the undeveloped 27 ½ Road Public Right-of-Way (ROW) abutting the eastern property line of the property located at approximately 347 27 ½ Road.

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org

Questions for Staff
Go back into the recording and get the questions that were discussed.

DRAFT

Applicant's Presentation
The Applicant's representative, Ted Ciavonne, was virtually present in the Zoom meeting. Mr. Ciavonne did not supply a presentation but was available for questions.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No public comment.

The public hearing was closed at 6:31 p.m. on April 14, 2020.

Discussion
Commissioner Ehlers asked for clarification regarding the pedestrian easements.

Motion and Vote
Commissioner Wade made the following motion, "Madam Chair, on the request for right of way vacation for an approximate 25 foot by 400 lineal foot portion of the undeveloped 27 ½ Road abutting the eastern property line of that property located at 347 27 ½ Road, City file number VAC-2019-459, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact and conditions (the trail easement that presently extends across the right-of-way condition) as listed in the staff report."

Commissioner Susuras seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade Yes
Chairman Reece Yes

The motion carried 7-0.

3. **Pinnacle Ridge Extension Request** **SUB-2015-120; SUB-2017-273**
Consider a request by Two R & D LLC, to extend for two additional years the approved Preliminary Plan and Filing 2 Plat for the Pinnacle Ridge Subdivision located East of Mariposa Drive near W. Ridges Blvd.

DRAFT

Staff Presentation
Scott Peterson, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Commissioner Ehlers asked for clarification regarding the extension being allowed via the Code.

Commissioner Wade asked for clarification regarding the two-year extension.

Applicant's Presentation
The Applicant's representative, Robert Jones II, Vortex Engineering, was virtually present in the Zoom meeting. Mr. Jones did not supply a presentation but was available for questions.

Questions for Applicant
Commissioner Wade asked a question regarding the applicant's intention to complete filings 1 and 2.

Commissioner Susuras asked a question regarding the reason for the cancellation of…?

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

One additional comment that was received at 5:59 p.m. was read into the record by Tamra Allen at 6:50 p.m.

The public hearing was closed at 6:54 p.m. on April 14, 2020.

Questions for Applicant
None.

Questions for Staff
None.

Discussion
Commissioner Wade made a comment regarding the request.

Commissioner Gatseos made a comment in support of the request.

DRAFT

Commissioner Ehlers made a comment in support of the request.

Commissioner Susuras made a comment in support of the request.

Motion and Vote
Commissioner Gatseos made the following motion, "Madam Chairman, on the Pinnacle Ridge Subdivision request to amend the expiration dates of the approved Preliminary Plan and Filing 2 recording date, City file numbers SUB-2015-120 and SUB-2017-273, I move that the Planning Commission approve the requested two year extension for the Preliminary Plan until April 19, 2022 and a two year extension for Filing 2 until December 11, 2022."

Commissioner Susuras seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

4. Augustine Blue Rezone File # RZN-2020-110

Consider a Request by Kyle Berger and Mark Beckner to Rezone Three Properties of a Total of 10.86 acres Currently in R-1 (Residential - 1 du/ac), R-E (Residential - Estate), and R-R (Residential - Rural) Zone Districts to an R-2 (Residential - 2 du/ac) Zone District located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property.

Commissioner Teske recused himself from this item.

Staff Presentation
Lance Gloss, Associate Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Chairman Reece asked a question regarding access to the property.

Commissioner Wade asked a question regarding Rooted Gypsy.

DRAFT

Applicant's Presentation
The Applicant, Mark Beckner, did not submit a presentation but was present and available for questions.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No additional comment was submitted.

The public hearing was closed at 7:17 p.m. on April 14, 2020.

Discussion
Commissioner Gatseos asked a question regarding

Commissioner Ehlers asked a question regarding rezone vs. subdivision.

Motion and Vote
Commissioner Scissors made the following motion, "Madam Chairman, on the Rezone request RZN-2019-585, I move that the Planning Commission forward a recommendation of approval for the rezone of three parcels at 2576 Tahoe Drive, 2574 Tahoe Drive, and an adjacent unaddressed parcel from a R-E (Residential – Estate), R-R (Residential – Rural), and R-1 (Residential – 1 du/ac) zone district to a R-2 (Residential, 2 du/ac) zone district, with the findings of fact listed in the staff report."

Commissioner Susuras seconded the motion. Chairman Reece called a roll call vote:

Comissioner Ehlers YES
Commissioner Gatseos YES
Scissors YES
Sususras YES
Wade YES
Reece YES

The motion carried 6-0.

5. The Riverfront at Dos Rios Rezone to PD and ODP File # PLD-2020-121
Consider a request by the City of Grand Junction for a Rezone/Amendment to the Planned Development (PD) zone district and Outline Development Plan (ODP) for the Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue.

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Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Commissioner Reece asked a question regarding the location's special relationship to the Railyard.

Commissioner Ehlers asked a question why these were not included in the original plan.

Commissioner Reece asked a question regarding access.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No additional public comment was received.

The public hearing was closed at 7:29 p.m. on April 14, 2020.

Discussion
None.

Motion and Vote
Commissioner Wade made the following motion, "Madam Chairman, on the Rezone and Amendment to Planned Development (PD) with a BP (Business Park) default zone district and an Outline Development Plan for a mixed use development known as the Riverfront at Dos Rios, file number PLD-2020-121, 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 Gatseos seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

DRAFT

The motion carried 7-0.

6. Goose Down Right-of-Way Vacation File # VAC-2020-51

Consider a request by Terry DeHerrera to Vacate an approximate 30-foot wide by 675-feet long portion of 29 5/8 Road abutting the Northeastern Property Line of the Property Located at 359 29 5/8 Road.

Staff Presentation

Scott Peterson, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff

Commissioner Scissors asked a question regarding item 4 in the analysis, especially as it pertains to the safety aspect and the public comments that were received.

Applicant's Presentation

The Applicant's representative, Ted Ciavonne, was virtually present in the Zoom meeting. Mr. Ciavonne did not supply a presentation but was available for questions.

Public Comment

The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No additional public comment was received.

The public hearing was closed at 7:43 p.m. on April 14, 2020.

Discussion

None.

Motion and Vote

Commissioner Gatseos made the following motion, "Madam Chairman, on the request to Vacate an approximate 675 lineal foot portion of 29 5/8 Road, located at 359 29 5/8 Road, City file number VAC-2020-51, 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 Ehlers seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES

DRAFT

Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

7. **Zoning Code Amendment – Planned Developments File # ZCA-2020-121**

Consider a Request by the City of Grand Junction to Amend Title 21 of the Grand Junction Municipal Code to modify and clarify provisions governing the Planned Development (PD) Zone District.

Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
None.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No additional public comment was received.

The public hearing was closed at 7:50 p.m. on April 14, 2020.

Discussion
Chairman Reece and Commissioners Ehlers and Scissors stated their support for the proposed amendments

Motion and Vote
Commissioner Scissors made the following motion, “Madam Chair, on the Zoning and Development Code Amendments, ZCA-2020-121, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report.”

Commissioner Wade seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES

DRAFT

Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

8. **Zoning Code Amendment – B-1 Setback Reduction File # ZCA-2020-172**

Consider a request by the City of Grand Junction to amend Title 21 of the Grand Junction Municipal Code regarding setbacks in the B-1: Neighborhood Business Zone District.

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Chairman Reece stated that this is an item the Planning Commission has workshopped and reviewed for the past few weeks.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No additional public comment was received.

The public hearing was closed at 7:56 p.m. on April 14, 2020.

Discussion
None.

Motion and Vote
Commissioner Wade made the following motion, “Madam Chair, on the B-1 setback reduction, City file number ZCA-2020-172, 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. Chairman Reece took a roll call vote:

Commissioner Ehlers YES

DRAFT

Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

9. Other Business

None.

10. Adjournment

The meeting was adjourned at 8:00 p.m.

DRAFT

CITY OF GRAND JUNCTION, COLORADO
ORDINANCE 4849

AN ORDINANCE APPROVING A REZONE TO PLANNED DEVELOPMENT (PD) AND AN OUTLINE DEVELOPMENT PLAN (ODP) FOR THE RIVERFRONT AT DOS RIOS

LOCATED ON THE NORTHEAST BANK OF THE COLORADO RIVER BETWEEN HIGHWAY 50 AND HALE AVENUE

Recitals:

The requested Planned Development (PD) zoning and Outline Development Plan (ODP) will establish the uses, standards and general configuration of the proposed Riverfront at Dos Rios mixed use development on approximately 56.8 acres located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue. The request for the rezone and ODP have been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance will establish the standards, default zoning of Business Park (BP), land uses and design standards and guidelines for the ODP for the Riverfront at Dos Rios.

In public hearings, the Planning Commission and City Council reviewed the request for the proposed ODP and determined that the ODP satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed ODP has achieved "long-term community benefits" by effective infrastructure design; providing for ongoing and enhanced recreational opportunities; protection and/or preservation of natural resources, habitat areas and natural features; and innovative design.

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

A. This Ordinance applies to the following described properties and depicted in Exhibit A:

ALL of Lots 3, 4, 5, 6, 7 and that portion of Lot 9 lying East of the East edge of water for the Colorado River, Jarvis Subdivision Filing One, as same is recorded with Reception Number 2790938, TOGETHER WITH, Lot 13 of Jarvis Subdivision Filing Three, as same is recorded with Reception Number 2834555, all in the Public Records of Mesa County, Colorado, including all public rights of way within said Jarvis Subdivisions Filings One and Three.

CONTAINING 56.8 Acres, more or less, as described.

B. The Riverfront at Dos Rios Outline Development Plan (Exhibit B) is approved with the Findings of Fact and Conclusions listed in the Staff Report, including attachments and exhibits.

C. Phasing of the Riverfront at Dos Rios Planned Development shall be per the validity standards of GJMC Section 21.02.080(n).

D. If the Planned Development approval expires or becomes invalid for any reason, the properties shall be fully subject to the default standards of the BP Zoning District.

E. The default zone shall be BP with the following deviations to the dimensional standards. Additions/revisions noted in red type.

Primary Uses	
Employment, Light Manufacturing, Multifamily, Retail, Commercial Services	
Lot	
Area (min. acres)	~~1~~ No Minimum except .5 in LI/C
Width (min. ft.)	~~100~~ 25
Frontage (min. ft.)	n/a

Setback	**Principal**		**Accessory**
Front (min. ft.)	~~15~~ 0-10*		~~25~~ 10
Side (min. ft.)	0		~~15~~ 3
~~Side abutting residential (min. ft.)~~	~~10~~	-	~~5~~
Rear (min. ft.)	~~10~~ 0		~~25~~ 5

Bulk	
Lot Coverage (max.)	n/a
Height (max. ft.)	65 except 40 feet in Mixed Use Area 4
Density (min.)	~~8~~ 12 units/acre
Density (max.)	~~24 units/acre~~ No Max
Building Size (max. sf)	n/a

* Refer to the Architectural standards

F. The allowed land uses shall be assigned by areas as depicted on the Outline Development Plan (ODP) and summarized in the table below. Uses will be as defined

and shall be consistent with GJMC Codes and Standards as amended. A = Allowed; C = Conditional Use; Blank = Not Allowed

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Business Residence	A	A	A	
Multifamily	A			
Single Family Attached *	A			
Home Occupation	A	A	A	
Small Group Living Facility	A			
Large Group Living Facility	A			
Unlimited Group Living Facility	A			
Rooming/Boarding House	A			
Colleges and Universities	A	A		
Vocational, Technical and Trade Schools	A	A		
Community Activity Building	A	A	A	A
All Other Community Service	A	A	A	A
Museums, Art Galleries, Opera Houses, Libraries	A	A		
General Day Care	A	A		
Medical and Dental Clinics	A	A		
Counseling Centers (Nonresident)	A	A		
All Other Hospital/Clinic	C	A		
Physical and Mental Rehabilitation (Resident)	C			
Parks, Lakes, Reservoirs, Other Open Space	A	A	A	A
Religious Assembly	A	A	A	
Boarding Schools	A			
Elementary Schools	A			

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Secondary Schools	A			
Utility Service Facilities (Underground)	A	A	A	A
All Other Utility, Basic	A	A	A	A
Transmission Lines (Above Ground)	A	A	A	A
Transmission Lines (Underground)	A	A	A	A
All Other Utility Treatment, Production or Service Facility	C	C	C	C
Entertainment Event, Major				
Indoor Facilities	A	C		
Outdoor Facilities	C	C	C	C
Hotels and Motels	A	A	A	
Short-Term Rentals	A	A	A	
General Offices	A	A		
Recreation and Entertainment, Outdoor				
Campgrounds and Camps (nonprimitive)	A		A	
Resort Cabins and Lodges	A		A	
Amusement Park, Miniature Golf			A	
Campgrounds, Primitive				A
Swimming Pools, Community			A	
All Other Outdoor Recreation			A	A
Recreation and Entertainment, Indoor				
Health Club	A	A	A	
Movie Theater, Skating Rink, Arcade	A			
All Other Indoor Recreation	A			
Alcohol Sales, Retail	A			
Bar/Nightclub	A	A	A	
Animal Care/ Boarding/Sales, Indoor	A	A		

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Animal Care/ Boarding/Sales, Outdoor		A		
Food Service, Restaurant (Including Alcohol Sales)	A	A	A	
Farmers' Market	A	A	A	
General Retail Sales, Indoor Operations, Display and Storage	A	A	A	
Produce Stands	A	A	A	
Personal Services	A	A		
All Other Retail Sales and Services	A	A	A	
Manufacturing Indoor Operations and Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Manufacturing Indoor Operations and Outdoor Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Telecommunications Facilities				
Facilities on Wireless Master Plan Priority Site in Accordance with Wireless Master Plan Site-Specific Requirements	A	A	A	A
Temporary PWSF (e.g. COW)	A	A	A	A
Co-Location	A	A	A	A
Tower Replacement	A	A	A	A
Dual Purpose Facility	A	A	A	A
DAS and Small Cell Facilities	A	A	A	A
Base Station with Concealed Attached Antennas	A	A	A	A

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Base Station with Non-Concealed Attached Antennas	C	C	C	C
Tower, Concealed	C	C	C	C
Bus/Commuter Stops	A	A	A	A

* **Single Family Attached**. A one-**family** dwelling **attached** to one or more other one-**family** dwelling by common walls and located entirely on its own lot.

G. DESIGN GUIDELINES AND STANDARDS FOR THE DOS RIOS PLANNED DEVELOPMENT

1. SITE DEVELOPMENT

A. Access

In order to maximize the on-street parking available for residents, employees and customers of all properties within the development, site access to the public streets shall be minimized and shared to the greatest extent feasible.

B. Parking

Streets within Riverfront at Dos Rios shall be constructed and access controlled so as to allow and encourage on-street parking on both sides of the street. There will also be a common public parking lot located near the center of the development. Combined, there will be approximately 350 common parking spaces available for residents, employees, and customers of all properties within the development to utilize. In addition, it is anticipated that a number of uses within the development will be able to share parking due to overlapping hours of operation and demand.

1. Off-street parking for uses developed with the Riverfront at Dos Rios shall be minimized as much as feasible.

Mixed Use Areas 3 and 4: No Parking Requirement

All Other Areas: Provide 1 off-street parking space per residential unit and provide 25 percent of off-street parking as required by GJMC Section 21.06.050(c) for all other uses. An alternative parking plan may be provided

under 21.06.050(e)(e).

2. Off-street parking for multifamily or mixed use development shall not be located in the front yard setback. Parking shall be in the rear or side yards or that area which is less visible from public street rights-of-way or the Riverfront Trail.

3. Develop pedestrian links between the on-street sidewalk and building entrances and between parking areas and rear or side entrances or public access points.

C. Landscaping

The intent of landscaping within the Riverfront at Dos Rios is to create overall visual continuity throughout that is sensitive to, and blends with, the visual character of adjacent areas. Landscaping will enhance the aesthetics of the overall site, particularly as it is viewed from the perimeter public streets (Hale Avenue and Riverside Parkway) and from the Riverfront Trail.

1. Street Frontage Landscaping. Within all land use areas, the owner shall provide and maintain a minimum 10-foot wide street frontage landscape area adjacent to the public right-of-way except no street frontage landscaping is required when the setback for a building is 10 feet or less.

2. Parking Lot Landscaping. Perimeter and interior landscaping of parking lots is required per GJMC Section 21.06.040(c).

3. All other areas on any site not used for building, storage, parking, walks, access roads, loading areas and other outdoor hardscape areas, including adjacent undeveloped right-of-way shall be suitably graded and drained, and planted and maintained with mulch, groundcover, flowers, trees and/or shrubs.

4. Landscaping/Screening Buffer. No landscaping/screening buffer is required between adjacent uses with the exception of screening service entrances, loading areas and dumpster areas which shall be screened from adjacent residential uses.

5. Plant Material and Design. Xeric landscaping principles will be implemented. Vegetation must be suitable for the climate and soils of the Grand Valley. The Director may allow the use of any plant if sufficient information is provided to show suitability. Noxious weeds are not allowed. Size of plants at planting shall meet requirements of GJMC Section 21.06.040(b)(5).

D. Service Entrances, Loading and Dumpster Areas

1. Service entrances, loading areas and dumpster areas shall be oriented in the rear or side yard only so as to minimize the impact on the public view corridors, areas open for public enjoyment and areas of residential use.

2. Operation of loading areas shall not interfere with traffic circulation such as drive aisles, pedestrian areas and public streets unless outside of regular business hours.

3. Shared loading areas are encouraged among tenants of a building or with neighboring buildings.

E. Outdoor Storage and Display

1. Where allowed as accessory to a primary land use or structure, outdoor storage shall be located on a site where least visible from a public right-of-way or Riverfront Trail.

2. If allowed, outdoor storage areas shall be screened in accordance with GJMC Section 21.04.040(h). Acceptable screening consists of any combination of fences, walls, berms and landscaping that is approximately six feet in height and provides a permanent, opaque, year-round screening around the entire perimeter of the outdoor storage area. Plant materials are encouraged as screening. Fences shall only be made of materials referenced in the Fencing section below.

3. Display area for portable retail merchandise (items that can be taken inside at the close of business) is allowed, provided it meets the requirements of GJMC Section 21.04.040(h)(3).

4. Location of permanent outdoor display areas shall be established with site plan approval.

F. Fencing

1. All fencing shall be made of either wood, vinyl, wrought iron or masonry wall materials. No chain link or wire fencing of any kind is allowed with the following exceptions: a) All development within the Light Industrial/Commercial areas; and b) a wire grid other than chain link may be set within a wooden or masonry frame in all areas.

2. Fencing on an individual site for purposes of enclosing a site is strongly discouraged however, it may be allowed for specific reasons such as public safety, protection of equipment and materials or for liquor license compliance. Fencing may be used to enclose an outdoor space (e.g. dining/patio) and shall be no taller than 42 inches (3.5 feet). If feasible, provide an opening in these enclosures if adjacent to the Riverfront Trail.

3. The maximum height of any fence in the Light Industrial/Commercial areas of the Riverfront at Dos Rios is 8 feet. Maximum height of all other fencing in the development is 6 feet unless an outdoor space enclosure as above.

4. Fences shall be kept in good repair and condition at all times. Maintenance of fencing shall be the responsibility of the property owner on the site upon which the fencing is located.

G. Lighting

1. All new land uses, structures, building additions, parking areas or other outdoor areas within the Riverfront at Dos Rios development shall meet the following lighting standards.

a. No outdoor lights shall be mounted more than 35 feet above the ground. Lighting located near buildings and adjacent to sidewalks shall not exceed 12 feet in height.

b. All outdoor lights shall use full cutoff light fixtures except for pedestrian lighting under 3 feet in height (e.g. pathway lighting).

c. Outdoor lighting for mixed use and industrial areas are encouraged to be used only during business hours. Light fixtures on timers and/or sensor-activated lights are encouraged to minimize overall lighting on a site and within the development.

d. Architectural lighting shall not be used to draw attention to or advertise buildings or properties. Architectural lighting may be used to highlight specific architectural, artistic or pedestrian features with the intent of providing accent and interest or to help identify entryways.

2. A lighting plan shall be submitted for all parking lots that contain 30 spaces or more.

a. The lighting plan shall detail the location and specifications of all lighting to be provided on site. An ISO foot candle diagram shall also be provided to indicate the level and extent of proposed lighting.

b. Where nonresidential uses abut residential uses, the Director may require a lighting plan for lots that contain fewer than 30 parking spaces.

c. Lighting intensity shall meet the requirements of GJMC Section 21.06.080.

H. Signs

1. Flush wall signs, projecting signs and monument signs shall be the only sign types allowed within the Riverfront at Dos Rios except roof-mounted signs may be allowed within the Mixed Use/Outdoor Recreation areas.

2. Monument signs shall be located no closer than 2 feet from the front property line.

3. Total sign area shall not exceed 25 square feet per street frontage in the Mixed Use Areas 1, 2 and 3 all Parks and Recreation areas. The maximum size for any sign in these areas is 25 square feet. An additional sign of up to 25 square feet in size may be placed on the Riverfront Trail side of properties within Mixed Use Area 4.

4. Total sign area shall not exceed 100 square feet per street frontage in the Mixed Use Outdoor Recreation and Light Industrial/Commercial areas. The maximum size for any sign in these areas is 50 square feet.

5. In all land use areas, the sign allowance for one street frontage may be transferred to a side of a building that has no street frontage but cannot be transferred to another street frontage.

6. In all land use areas, monument signs shall not exceed 8 feet in height.

7. Sign lighting, if desired, must only illuminate the sign face and shall not produce glare. Individual letters used in the sign may be internally illuminated, but full backlit, cabinet signs are not allowed. In the Mixed Use area, signs are encouraged to only be lighted during business hours.

8. Off-premise advertising signs, digital signs, digital display signs, and electronic signs of any type are not permitted within Riverfront at Dos Rios.

9. All proposed signage should be depicted on the site plan and approved concurrent with the site plan.

2. ARCHITECTURAL STANDARDS

It is the intent of the following provisions that all structures shall be designed and constructed in a manner that provides an aesthetically pleasing appearance and be harmonious with the overall Riverfront at Dos Rios development.

A. All buildings shall be designed to include at least four of the following elements to create the desired overall character of the development, increase visual interest and create continuity of mass and scale. Refer to examples A and B below.

1. Variation of materials, texture or surface relief on exterior facades to break up large building forms and walls.

2. Façade articulation/modulation such as recessed and projecting elements or defined, smaller bays.

3. Roofline variation, vertically or horizontally, that adds visual interest such as overhang/eaves, multiple planes, raised cornice parapets over doors or bays and peaked roof forms.

4. Wall recesses or projections that break up scale and massing.

5. Defined entry: façade feature that emphasizes the primary building entrance through projecting or recessed forms, detail, color and/or materials.

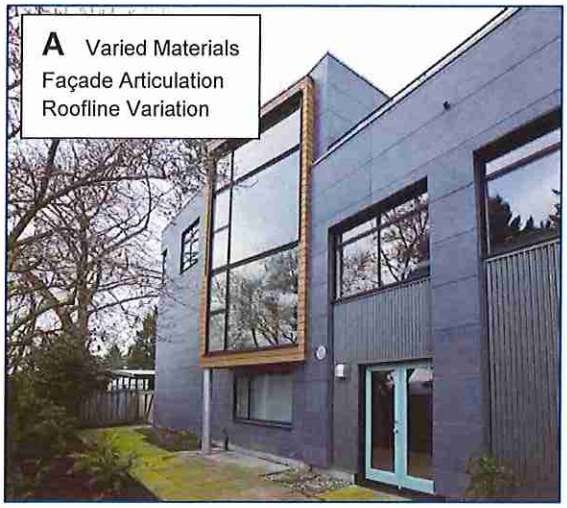
6. Window sizes and shapes which break up the façade and provide visual variety and a pedestrian character.

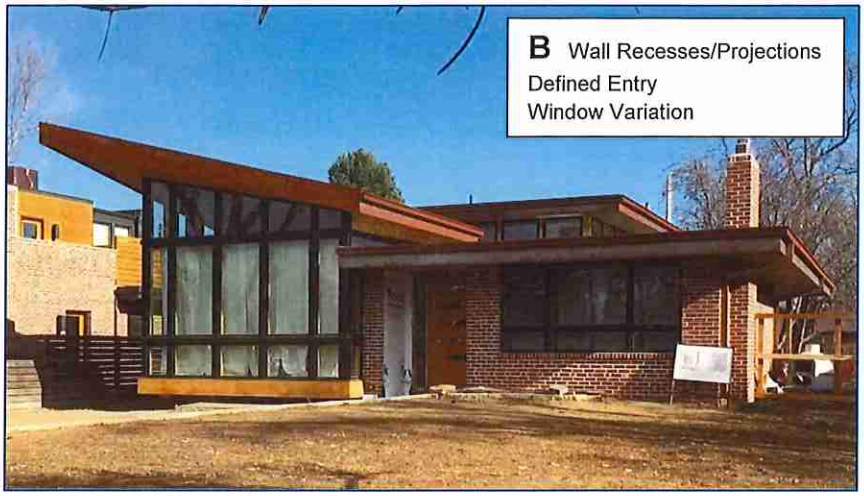
7. Extension of building space to outdoor pedestrian space that is integrated with the overall building design.

8. Other architectural details that provide visual interest such as:
   - use of accent colors
   - awnings or porticoes

- other variations in materials, details, surface relief and texture.

9. Building(s) on the site utilize renewable energy sources or passive solar.

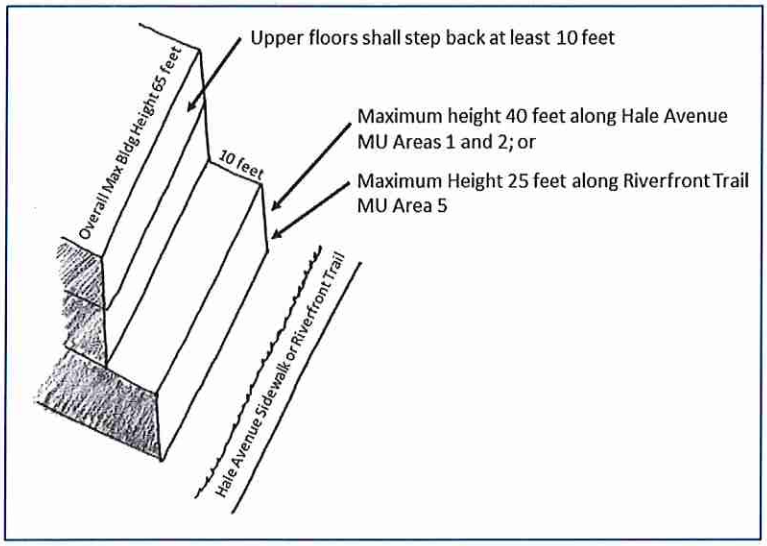


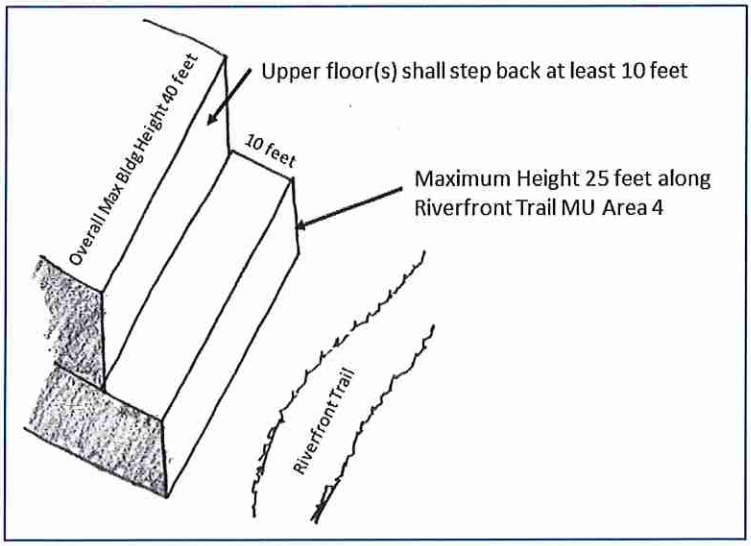


B. Buildings along Hale Avenue in Mixed Use Areas 1 and 2 shall be set back a minimum of 10 feet from the right-of-way.

C. Buildings and structures along the Riverfront Trail (Mixed Use/Outdoor Recreation and Mixed Use Areas 4 and 5) shall be set back a minimum of 10 feet from the property line.

D. Scale and massing of buildings or portions of buildings along Hale Avenue and the Riverfront Trail shall be of pedestrian scale. Buildings in these area shall step down such that the façade facing Hale Avenue is no taller than 40 feet and no taller than 25 feet if facing the Riverfront Trail. Minimum depth of the step back shall be 10 feet.





E. Exterior building materials shall be durable, well maintained and of a high quality.

F. Colors, materials, finishes and building forms for all buildings shall be coordinated in a consistent and harmonious manner on all visible elevations, facades and sides of the building.

G. All roof-mounted mechanical equipment, roof structures, and the like shall be shielded or screened from view from the public rights-of-way and the Riverfront Trail. Materials used for shielding or screening shall be harmonious with the materials and colors used in roof.

H. For all commercial buildings or buildings that have commercial uses on the first floor, glass/transparent material shall be used at a building entrance or on exterior walls, where appropriate, to invite public interaction on a pedestrian level and provide enhanced natural lighting.

I. Buildings in the Mixed Use areas, shall provide an entrance providing both ingress and egress, operable during normal business hours, on the street-facing facade. Additional entrances off another street, pedestrian area or internal parking area are permitted.

J. Buildings in Mixed Use Area 4 that have frontage on both a public street and the Riverfront Trail, shall provide entrances on both facades.

Introduced for first reading on this 3rd day of April, 2019 and ordered published in pamphlet form.

PASSED and ADOPTED this 17th day of April, 2019 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk

EXHIBIT A

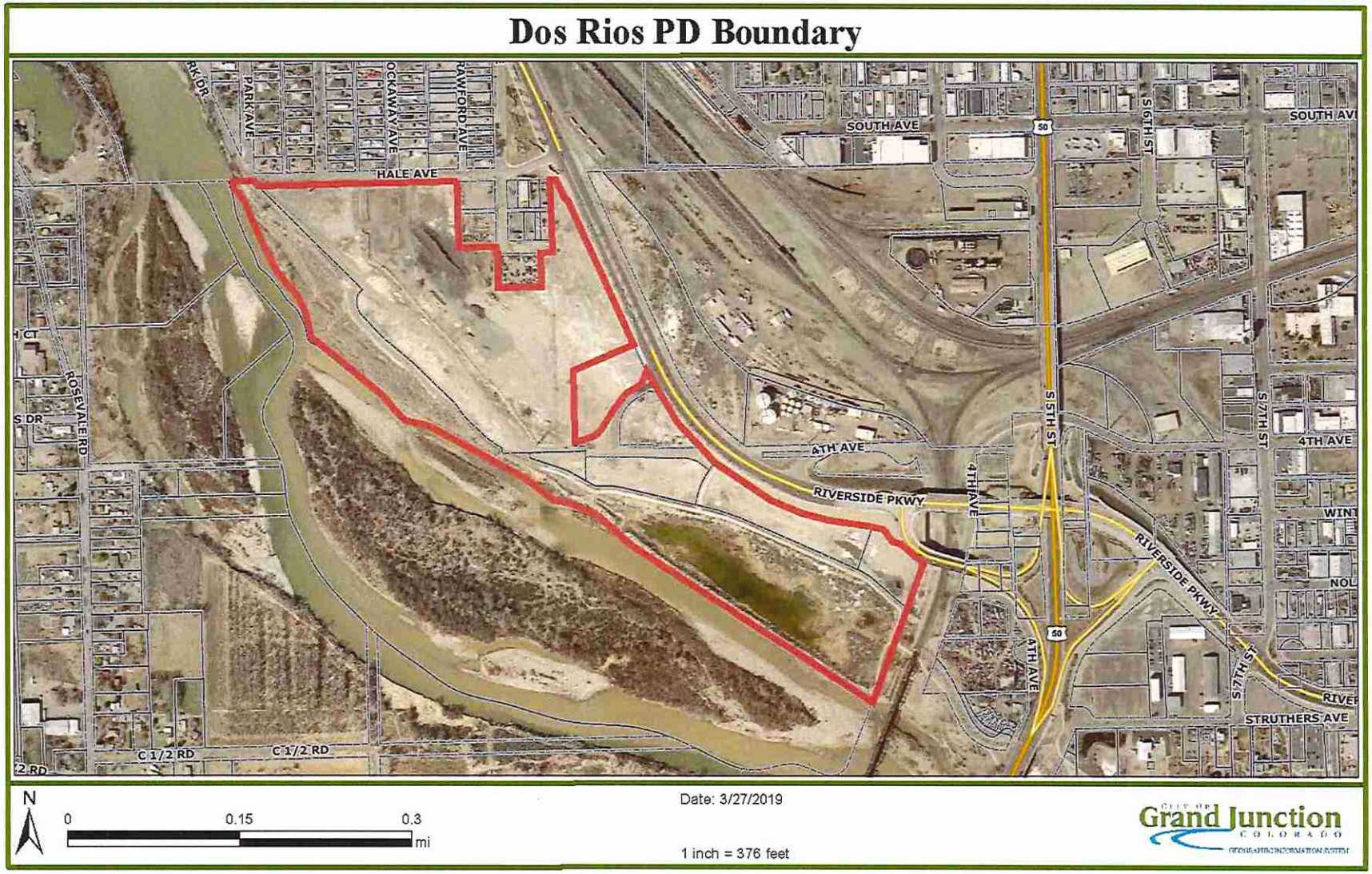
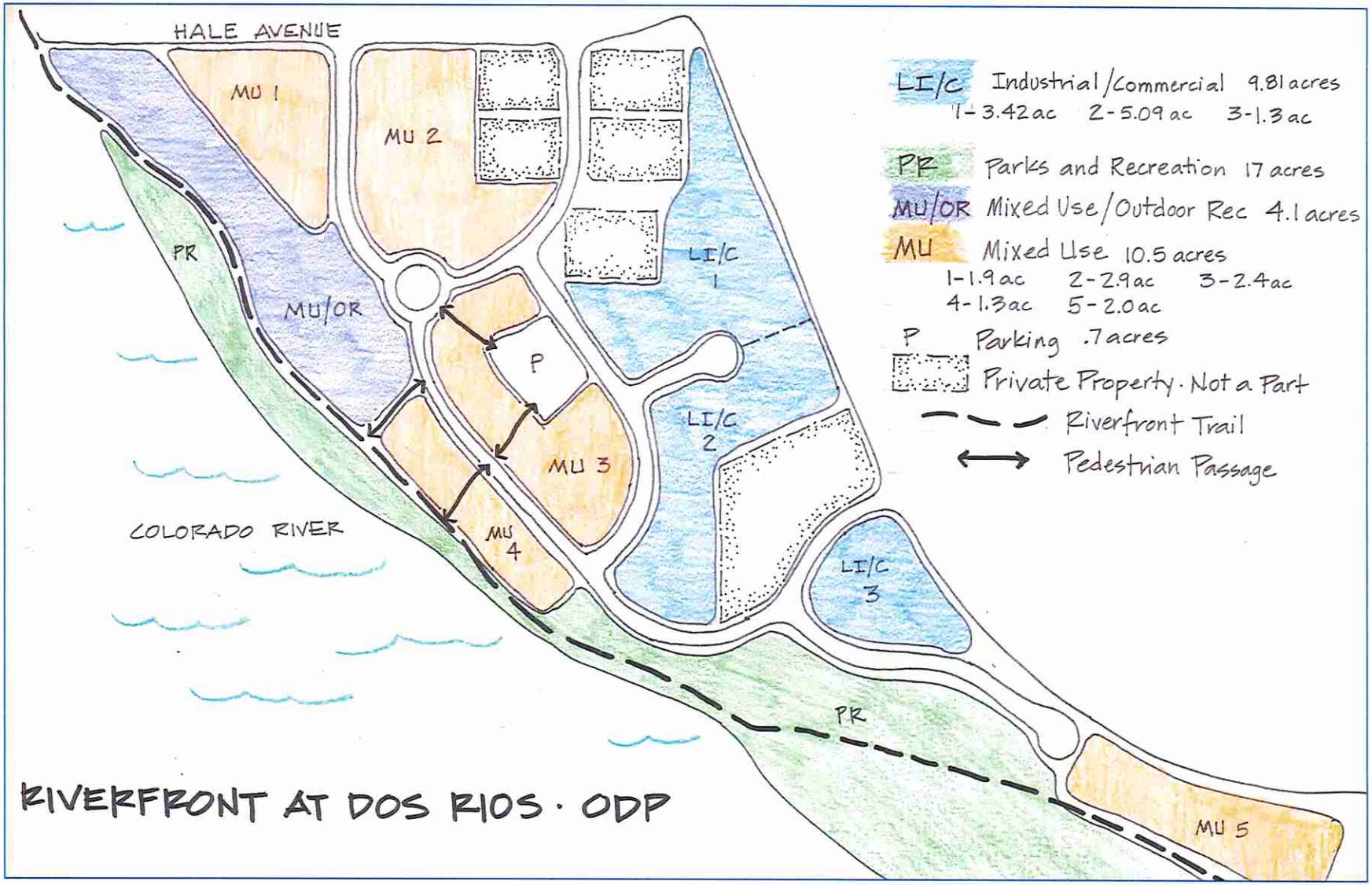

Dos Rios PD Boundary
HALE AVE
SOUTH AVE
S 6TH ST
S 5TH ST
S 7TH ST
4TH AVE
RIVERSIDE PKWY
ROSEVALE RD
C 1/2 RD
STRUTHERS AVE
50
N
0
0.15
0.3
mi
Date: 3/27/2019
1 inch = 376 feet
Grand Junction
COLORADO

EXHIBIT B


HALE AVENUE
MU 1
MU 2
PR
MU/OR
P
LI/C 1
LI/C 2
MU 3
MU 4
COLORADO RIVER
LI/C 3
PR
MU 5
LI/C Industrial/Commercial 9.81 acres
1 - 3.42 ac 2 - 5.09 ac 3 - 1.3 ac
PR Parks and Recreation 17 acres
MU/OR Mixed Use/Outdoor Rec 4.1 acres
MU Mixed Use 10.5 acres
1 - 1.9 ac 2 - 2.9 ac 3 - 2.4 ac
4 - 1.3 ac 5 - 2.0 ac
P Parking .7 acres
Private Property. Not a Part
Riverfront Trail
Pedestrian Passage
RIVERFRONT AT DOS RIOS · ODP

I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4849 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 3rd day of April, 2019 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 17th day of April, 2019, at which Ordinance No. 4849 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 19th day of April, 2019.

Deputy City Clerk

Published: April 5, 2019
Published: April 19, 2019
Effective: May 19, 2019

CITY OF GRAND JUNCTION, COLORADO
ORDINANCE _____

AN ORDINANCE AMENDING AND REPLACING ORDINANCE 4849 TO REZONE TO PLANNED DEVELOPMENT (PD) AND AN OUTLINE DEVELOPMENT PLAN (ODP) FOR THE RIVERFRONT AT DOS RIOS

LOCATED ON THE NORTHEAST BANK OF THE COLORADO RIVER BETWEEN HIGHWAY 50 AND HALE AVENUE

Recitals:

The requested amended Planned Development (PD) zoning and Outline Development Plan (ODP) will rezone and add properties recently acquired by the City to the area known as The Riverfront at Dos Rios development. The request for the rezone and amendment to the PD and ODP have been submitted in accordance with the Zoning and Development Code (Code).

In public hearings, the Planning Commission and City Council reviewed the request for the proposed amendment and determined that the proposed amended PD and ODP satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed ODP has achieved "long-term community benefits" by effective infrastructure design; providing for ongoing and enhanced recreational opportunities; protection and/or preservation of natural resources, habitat areas and natural features; and innovative design.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREAS DESCRIBED BELOW ARE ZONED FROM INDUSTRIAL OFFICE (I-O) TO PLANNED DEVELOPMENT (PD), FOLLOWING THE SAME DEFAULT ZONE AND STANDARDS ESTABLISHED IN ORDINANCE 4849 EXCEPT AS NOTED BELOW:

A. This Ordinance applies to the following described properties as included in the Amended Development Boundary depicted in Exhibit A and the Amended ODP depicted in Exhibit B:

ALL of Lots 3, 4, 5, 6, 7 and that portion of Lot 9 lying East of the East edge of water for the Colorado River, Jarvis Subdivision Filing One, as same is recorded with Reception Number 2790938, TOGETHER WITH, Lot 13 of Jarvis Subdivision Filing Three, as same is recorded with Reception Number 2834555, all in the Public Records of Mesa County, Colorado, including all public rights of way within said Jarvis Subdivisions Filings One and Three. CONTAINING 56.8 Acres, more or less, as described; and

260000 Riverside Parkway: Lot 1 Jarvis Subdivision Filing 1 located within Sections 15, 22 and 23 Township 1 South, Range 1 West UM recorded 2/21/2017 at Reception Number 2790938 Mesa County Records Containing 5.53 Acres; and

603 Lawrence Avenue: The East 175 feet of Lot A in Block 2 of O'Boyle's Subdivision and Lots 21, 22, 23, 24, 25, 26, and 27 in Block 2 O'Boyle's Subdivision; together with that portion of the north half of vacated Lila Avenue adjoining said lots on the South, as vacated by City of Grand Junction Colorado Ordinance 4767 recorded January 3, 2018 under reception number 2826306 of the Mesa County Records, all in County of Mesa, State of Colorado; and

201, 205, 211 and 219 Hale Avenue: Lots 1 through 6, inclusive in Block 1 of O'Boyle's Subdivision and commencing at the Northeast Corner of Section 22, Township 1 South, Range 1 West of the Ute Meridian, 495 feet West and 30 feet South for the Point of Beginning, thence East 50 feet, thence South 130 feet, thence West 50 feet, thence North 130 feet to the point of beginning; and201 Lila Avenue: Lots 1 through 8 in Block 3 of O'Boyle's Subdivision, County of Mesa, State of Colorado; and

206 Lila Avenue: Lot 7 Block 1 of O'Boyle's Subdivision, County of Mesa, State of Colorado.

B. The Riverfront at Dos Rios Outline Development Plan (Exhibit B) is approved with the Findings of Fact and Conclusions listed in the Staff Report, including attachments and exhibits.

C. Phasing of the Riverfront at Dos Rios Planned Development shall be per the validity standards of GJMC Section 21.02.080(n).

D. If the Planned Development approval expires or becomes invalid for any reason, the properties shall be fully subject to the default standards of the BP Zoning District.

E. The default zone shall be BP with the following deviations to the dimensional standards. Additions/revisions noted in red type.

Primary Uses			
Employment, Light Manufacturing, Multifamily, Retail, Commercial Services			
Lot			
Area (min. acres)		No Minimum except .5 in LI/C	
Width (min. ft.)		25	
Frontage (min. ft.)		n/a	
Setback	**Principal**		**Accessory**
Front (min. ft.)	0-10*		10
Side (min. ft.)	0		3

Rear (min. ft.)	0		5
Bulk			
Lot Coverage (max.)			n/a
Height (max. ft.)			65 except 40 feet in Mixed Use Area 4
Density (min.)			12 units/acre
Density (max.)			No Max
Building Size (max. sf)			n/a

* Refer to the Architectural standards

F. The allowed land uses shall be assigned by areas as depicted on the Outline Development Plan (ODP) and summarized in the table below. Uses will be as defined and shall be consistent with GJMC Codes and Standards as amended. A = Allowed; C = Conditional Use; Blank = Not Allowed

ALLOWED LAND USE	**Mixed Use**	**Light Industrial/Commercial**	**Mixed Use Outdoor Recreation**	**Parks and Recreation**
Business Residence	A	A	A	
Multifamily	A			
Single Family Attached *	A			
Home Occupation	A	A	A	
Small Group Living Facility	A			
Large Group Living Facility	A			
Unlimited Group Living Facility	A			
Rooming/Boarding House	A			
Colleges and Universities	A	A		
Vocational, Technical and Trade Schools	A	A		
Community Activity Building	A	A	A	A

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
All Other Community Service	A	A	A	A
Museums, Art Galleries, Opera Houses, Libraries	A	A		
General Day Care	A	A		
Medical and Dental Clinics	A	A		
Counseling Centers (Nonresident)	A	A		
All Other Hospital/Clinic	C	A		
Physical and Mental Rehabilitation (Resident)	C			
Parks, Lakes, Reservoirs, Other Open Space	A	A	A	A
Religious Assembly	A	A	A	
Boarding Schools	A			
Elementary Schools	A			
Secondary Schools	A			
Utility Service Facilities (Underground)	A	A	A	A
All Other Utility, Basic	A	A	A	A
Transmission Lines (Above Ground)	A	A	A	A
Transmission Lines (Underground)	A	A	A	A
All Other Utility Treatment, Production or Service Facility	C	C	C	C
Entertainment Event, Major				
Indoor Facilities	A	C		
Outdoor Facilities	C	C	C	C
Hotels and Motels	A	A	A	
Short-Term Rentals	A	A	A	
General Offices	A	A		
Recreation and Entertainment, Outdoor				

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Campgrounds and Camps (nonprimitive)	A		A	
Resort Cabins and Lodges	A		A	
Amusement Park, Miniature Golf			A	
Campgrounds, Primitive				A
Swimming Pools, Community			A	
All Other Outdoor Recreation			A	A
Recreation and Entertainment, Indoor				
Health Club	A	A	A	
Movie Theater, Skating Rink, Arcade	A			
All Other Indoor Recreation	A			
Alcohol Sales, Retail	A			
Bar/Nightclub	A	A	A	
Animal Care/ Boarding/Sales, Indoor	A	A		
Animal Care/ Boarding/Sales, Outdoor		A		
Food Service, Restaurant (Including Alcohol Sales)	A	A	A	
Farmers' Market	A	A	A	
General Retail Sales, Indoor Operations, Display and Storage	A	A	A	
Produce Stands	A	A	A	
Personal Services	A	A		
All Other Retail Sales and Services	A	A	A	
Manufacturing Indoor Operations and Storage				
Assembly		A		
Food Products		A		
Manufacturing/Processing		A		
Manufacturing Indoor Operations and Outdoor Storage				
Assembly		A		

ALLOWED LAND USE	Mixed Use	Light Industrial/Commercial	Mixed Use Outdoor Recreation	Parks and Recreation
Food Products		A		
Manufacturing/Processing		A		
Self-Service Storage				
Mini-Warehouse		A**		
Industrial Services, Contractors and Trade Shops, Oil and Gas Support Operations without Hazardous Materials				
Research, Testing and Laboratory Facilities – Indoors (includes Marijuana Testing Facilities)		A**		
Telecommunications Facilities				
Facilities on Wireless Master Plan Priority Site in Accordance with Wireless Master Plan Site-Specific Requirements	A	A	A	A
Temporary PWSF (e.g. COW)	A	A	A	A
Co-Location	A	A	A	A
Tower Replacement	A	A	A	A
Dual Purpose Facility	A	A	A	A
DAS and Small Cell Facilities	A	A	A	A
Base Station with Concealed Attached Antennas	A	A	A	A
Base Station with Non-Concealed Attached Antennas	C	C	C	C
Tower, Concealed	C	C	C	C
Bus/Commuter Stops	A	A	A	A

* **Single Family Attached**. A one-**family** dwelling **attached** to one or more other one-**family** dwelling by common walls and located entirely on its own lot.

** Only allowed in LI/C East of Riverside Parkway

G. DESIGN GUIDELINES AND STANDARDS FOR THE DOS RIOS PLANNED DEVELOPMENT

1. SITE DEVELOPMENT

A. Access

In order to maximize the on-street parking available for residents, employees and customers of all properties within the development, site access to the public streets shall be minimized and shared to the greatest extent feasible.

B. Parking

Streets within Riverfront at Dos Rios shall be constructed and access controlled so as to allow and encourage on-street parking on both sides of the street. There will also be a common public parking lot located near the center of the development. Combined, there will be approximately 350 common parking spaces available for residents, employees, and customers of all properties within the development to utilize. In addition, it is anticipated that a number of uses within the development will be able to share parking due to overlapping hours of operation and demand.

1. Off-street parking for uses developed with the Riverfront at Dos Rios shall be minimized as much as feasible.

> Mixed Use Areas 3 and 4: No Parking Requirement
>
> All Other Areas: Provide 1 off-street parking space per residential unit and provide 25 percent of off-street parking as required by GJMC Section 21.06.050(c) for all other uses. An alternative parking plan may be provided under 21.06.050(e)(e).

2. Off-street parking for multifamily or mixed use development shall not be located in the front yard setback. Parking shall be in the rear or side yards or that area which is less visible from public street rights-of-way or the Riverfront Trail.

3. Develop pedestrian links between the on-street sidewalk and building entrances and between parking areas and rear or side entrances or public access points.

C. Landscaping

The intent of landscaping within the Riverfront at Dos Rios is to create overall visual continuity throughout that is sensitive to, and blends with, the visual character of adjacent areas. Landscaping will enhance the aesthetics of the overall site, particularly as it is viewed from the perimeter public streets (Hale Avenue and Riverside Parkway) and from the Riverfront Trail.

1. Street Frontage Landscaping. Within all land use areas, the owner shall provide and maintain a minimum 10-foot wide street frontage landscape area adjacent to the public right-of-way except no street frontage landscaping is required when the setback for a building is 10 feet or less.

2. Parking Lot Landscaping. Perimeter and interior landscaping of parking lots is

required per GJMC Section 21.06.040(c).

3. All other areas on any site not used for building, storage, parking, walks, access roads, loading areas and other outdoor hardscape areas, including adjacent undeveloped right-of-way shall be suitably graded and drained, and planted and maintained with mulch, groundcover, flowers, trees and/or shrubs.

4. Landscaping/Screening Buffer. No landscaping/screening buffer is required between adjacent uses with the exception of screening service entrances, loading areas and dumpster areas which shall be screened from adjacent residential uses.

5. Plant Material and Design. Xeric landscaping principles will be implemented. Vegetation must be suitable for the climate and soils of the Grand Valley. The Director may allow the use of any plant if sufficient information is provided to show suitability. Noxious weeds are not allowed. Size of plants at planting shall meet requirements of GJMC Section 21.06.040(b)(5).

D. Service Entrances, Loading and Dumpster Areas

1. Service entrances, loading areas and dumpster areas shall be oriented in the rear or side yard only so as to minimize the impact on the public view corridors, areas open for public enjoyment and areas of residential use.

2. Operation of loading areas shall not interfere with traffic circulation such as drive aisles, pedestrian areas and public streets unless outside of regular business hours.

3. Shared loading areas are encouraged among tenants of a building or with neighboring buildings.

E. Outdoor Storage and Display

1. Where allowed as accessory to a primary land use or structure, outdoor storage shall be located on a site where least visible from a public right-of-way or Riverfront Trail.

2. If allowed, outdoor storage areas shall be screened in accordance with GJMC Section 21.04.040(h). Acceptable screening consists of any combination of fences, walls, berms and landscaping that is approximately six feet in height and provides a permanent, opaque, year-round screening around the entire perimeter of the outdoor storage area. Plant materials are encouraged as screening. Fences shall only be made of materials referenced in the Fencing section below.

3. Display area for portable retail merchandise (items that can be taken inside at the close of business) is allowed, provided it meets the requirements of GJMC Section 21.04.040(h)(3).

4. Location of permanent outdoor display areas shall be established with site plan approval.

F. Fencing

1. All fencing shall be made of either wood, vinyl, wrought iron or masonry wall materials. No chain link or wire fencing of any kind is allowed with the following exceptions: a) All development within the Light Industrial/Commercial areas; and b) a wire grid other than chain link may be set within a wooden or masonry frame in all areas.

2. Fencing on an individual site for purposes of enclosing a site is strongly discouraged however, it may be allowed for specific reasons such as public safety, protection of equipment and materials or for liquor license compliance. Fencing may be used to enclose an outdoor space (e.g. dining/patio) and shall be no taller than 42 inches (3.5 feet). If feasible, provide an opening in these enclosures if adjacent to the Riverfront Trail.

3. The maximum height of any fence in the Light Industrial/Commercial areas of the Riverfront at Dos Rios is 8 feet. Maximum height of all other fencing in the development is 6 feet unless an outdoor space enclosure as above.

4. Fences shall be kept in good repair and condition at all times. Maintenance of fencing shall be the responsibility of the property owner on the site upon which the fencing is located.

G. Lighting

1. All new land uses, structures, building additions, parking areas or other outdoor areas within the Riverfront at Dos Rios development shall meet the following lighting standards.

   a. No outdoor lights shall be mounted more than 35 feet above the ground. Lighting located near buildings and adjacent to sidewalks shall not exceed 12 feet in height.

   b. All outdoor lights shall use full cutoff light fixtures except for pedestrian lighting under 3 feet in height (e.g. pathway lighting).

   c. Outdoor lighting for mixed use and industrial areas are encouraged to be used only during business hours. Light fixtures on timers and/or sensor-activated lights are encouraged to minimize overall lighting on a site and within the development.

   d. Architectural lighting shall not be used to draw attention to or advertise buildings or properties. Architectural lighting may be used to highlight specific architectural, artistic or pedestrian features with the intent of providing accent and interest or to help identify entryways.

2. A lighting plan shall be submitted for all parking lots that contain 30 spaces or more.

   a. The lighting plan shall detail the location and specifications of all lighting to be provided on site. An ISO foot candle diagram shall also be provided to indicate the level and extent of proposed lighting.

b. Where nonresidential uses abut residential uses, the Director may require a lighting plan for lots that contain fewer than 30 parking spaces.

c. Lighting intensity shall meet the requirements of GJMC Section 21.06.080.

H. Signs

1. Flush wall signs, projecting signs and monument signs shall be the only sign types allowed within the Riverfront at Dos Rios except roof-mounted signs may be allowed within the Mixed Use/Outdoor Recreation areas.

2. Monument signs shall be located no closer than 2 feet from the front property line.

3. Total sign area shall not exceed 25 square feet per street frontage in the Mixed Use Areas 1, 2 and 3 all Parks and Recreation areas. The maximum size for any sign in these areas is 25 square feet. An additional sign of up to 25 square feet in size may be placed on the Riverfront Trail side of properties within Mixed Use Area 4.

4. Total sign area shall not exceed 100 square feet per street frontage in the Mixed Use Outdoor Recreation and Light Industrial/Commercial areas. The maximum size for any sign in these areas is 50 square feet.

5. In all land use areas, the sign allowance for one street frontage may be transferred to a side of a building that has no street frontage but cannot be transferred to another street frontage.

6. In all land use areas, monument signs shall not exceed 8 feet in height.

7. Sign lighting, if desired, must only illuminate the sign face and shall not produce glare. Individual letters used in the sign may be internally illuminated, but full backlit, cabinet signs are not allowed. In the Mixed Use area, signs are encouraged to only be lighted during business hours.

8. Off-premise advertising signs, digital signs, digital display signs, and electronic signs of any type are not permitted within Riverfront at Dos Rios.

9. All proposed signage should be depicted on the site plan and approved concurrent with the site plan.

2. ARCHITECTURAL STANDARDS

It is the intent of the following provisions that all structures shall be designed and constructed in a manner that provides an aesthetically pleasing appearance and be harmonious with the overall Riverfront at Dos Rios development.

A. All buildings shall be designed to include at least four of the following elements to create the desired overall character of the development, increase visual interest and create continuity of mass and scale. Refer to examples A and B below.

1. Variation of materials, texture or surface relief on exterior facades to break up large building forms and walls.

2. Façade articulation/modulation such as recessed and projecting elements or defined, smaller bays.

3. Roofline variation, vertically or horizontally, that adds visual interest such as overhang/eaves, multiple planes, raised cornice parapets over doors or bays and peaked roof forms.

4. Wall recesses or projections that break up scale and massing.

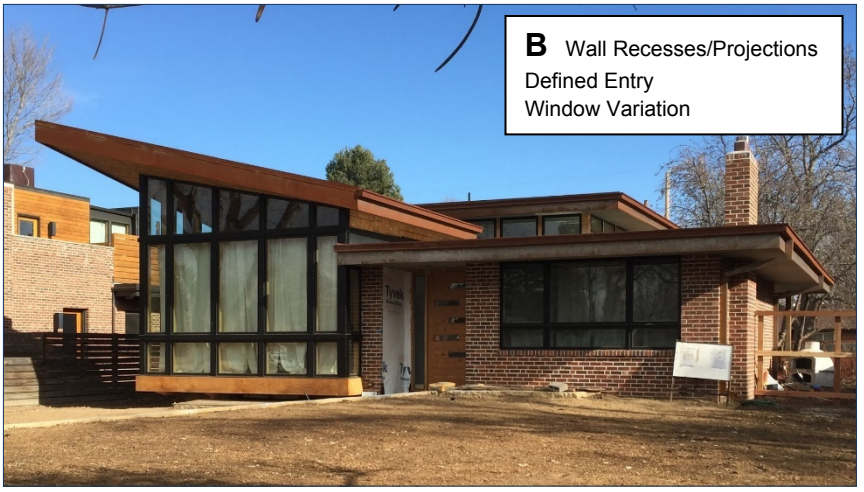
5. Defined entry: façade feature that emphasizes the primary building entrance through projecting or recessed forms, detail, color and/or materials.

6. Window sizes and shapes which break up the façade and provide visual variety and a pedestrian character.

7. Extension of building space to outdoor pedestrian space that is integrated with the overall building design.

8. Other architectural details that provide visual interest such as:
   - use of accent colors
   - awnings or porticoes
   - other variations in materials, details, surface relief and texture.

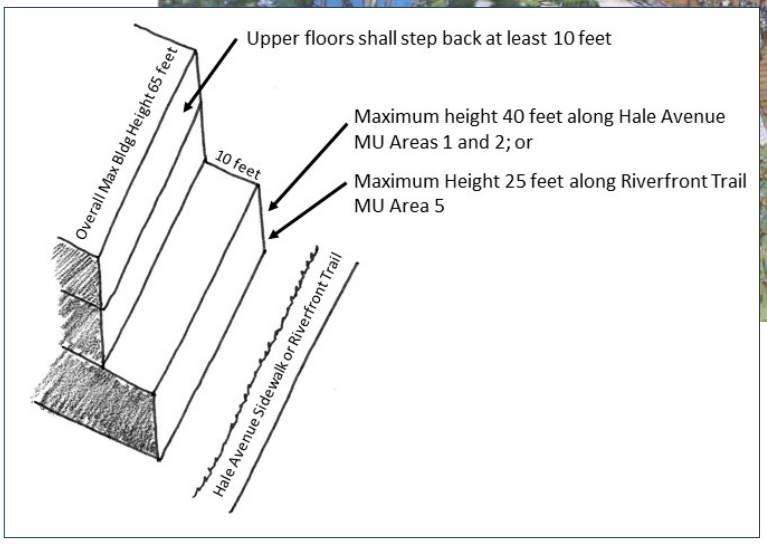
9. Building(s) on the site utilize renewable energy sources or passive solar.

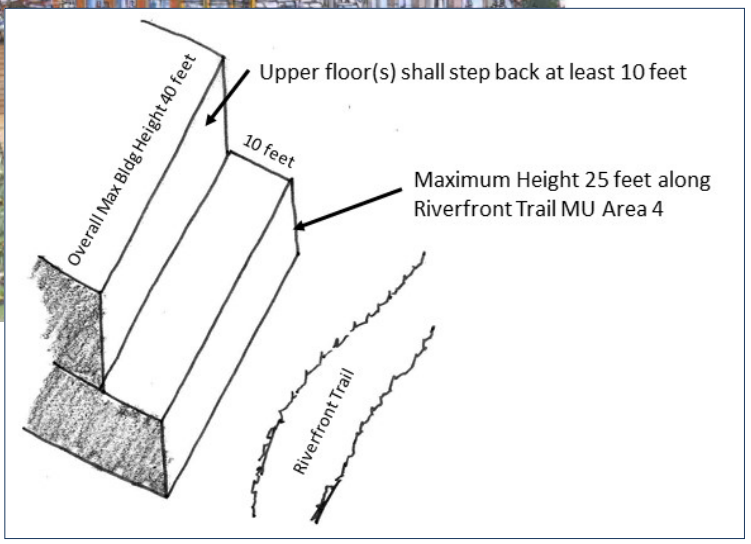


B. Buildings along Hale Avenue in Mixed Use Areas 1 and 2 shall be set back a minimum of 10 feet from the right-of-way.

C. Buildings and structures along the Riverfront Trail (Mixed Use/Outdoor Recreation and Mixed Use Areas 4 and 5) shall be set back a minimum of 10 feet from the property line.

D. Scale and massing of buildings or portions of buildings along Hale Avenue and the Riverfront Trail shall be of pedestrian scale. Buildings in these area shall step down such that the façade facing Hale Avenue is no taller than 40 feet and no taller than 25 feet if facing the Riverfront Trail. Minimum depth of the step back shall be 10 feet.





E. Exterior building materials shall be durable, well maintained and of a high quality.

F. Colors, materials, finishes and building forms for all buildings shall be coordinated in a consistent and harmonious manner on all visible elevations, facades and sides of the building.

G. All roof-mounted mechanical equipment, roof structures, and the like shall be shielded or screened from view from the public rights-of-way and the Riverfront Trail. Materials used for shielding or screening shall be harmonious with the materials and colors used in roof.

H. For all commercial buildings or buildings that have commercial uses on the first floor, glass/transparent material shall be used at a building entrance or on exterior walls, where appropriate, to invite public interaction on a pedestrian level and provide enhanced natural lighting.

I. Buildings in the Mixed Use areas, shall provide an entrance providing both ingress and egress, operable during normal business hours, on the street-facing facade. Additional entrances off another street, pedestrian area or internal parking area are permitted.

J. Buildings in Mixed Use Area 4 that have frontage on both a public street and the Riverfront Trail, shall provide entrances on both facades.

Introduced for first reading on this ___ day of _____, 2020 and ordered published in pamphlet form.

PASSED and ADOPTED this ____ day of _____, 2020 and ordered published in pamphlet form.

ATTEST:

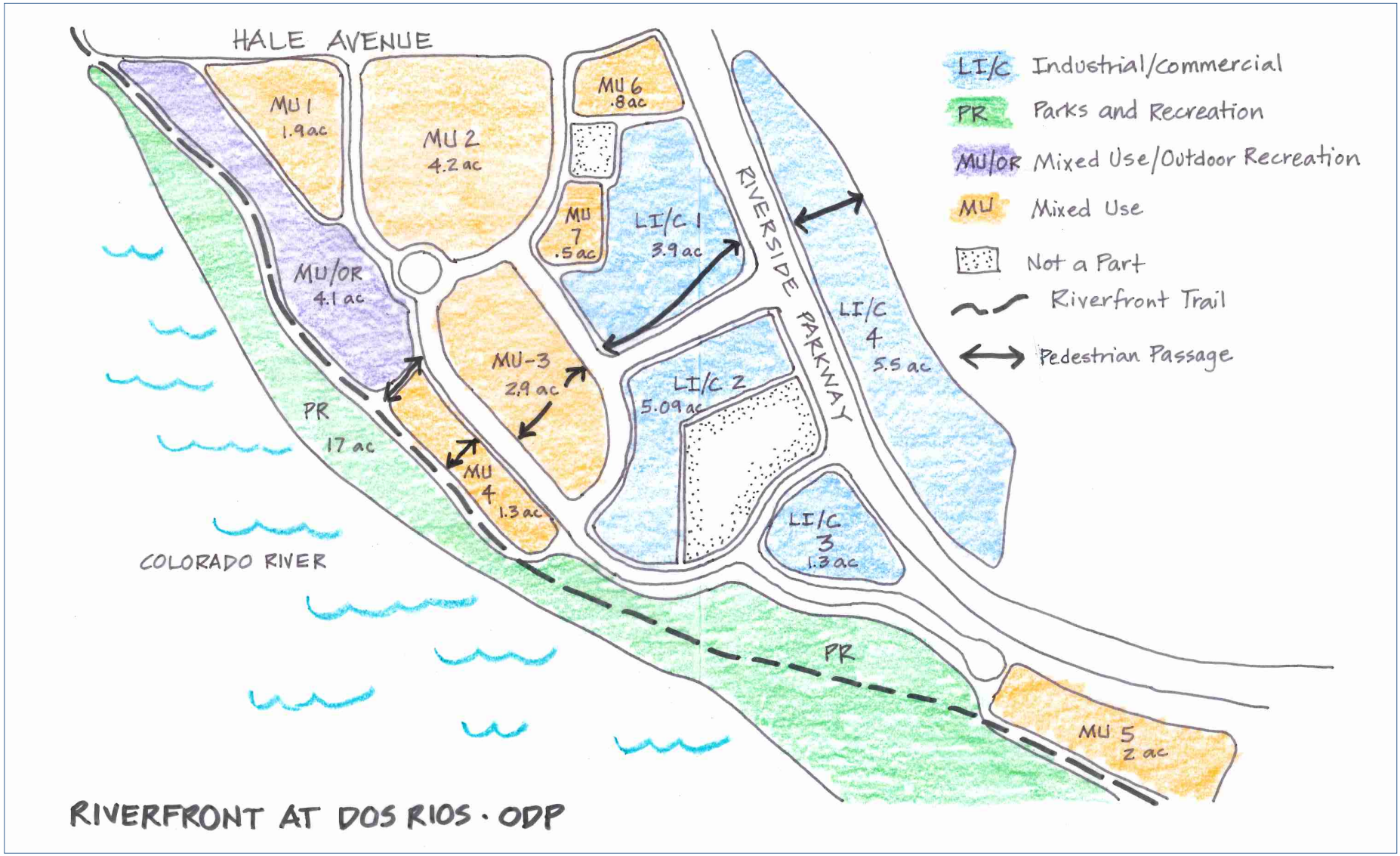
_____
President of City Council

_____
City Clerk

EXHIBIT A

BLUE AREAS – New Parcels RED OUTLINE – Original ODP Boundary

EXHIBIT B


HALE AVENUE
MU 1
1.9 ac
MU 2
4.2 ac
MU 6
.8 ac
MU 7
.5 ac
LI/C 1
3.9 ac
RIVERSIDE PARKWAY
LI/C 4
5.5 ac
MU/OR
4.1 ac
MU-3
2.9 ac
LI/C 2
5.09 ac
PR
17 ac
MU 4
1.3 ac
LI/C 3
1.3 ac
COLORADO RIVER
PR
MU 5
2 ac
LI/C Industrial/commercial
PR Parks and Recreation
MU/OR Mixed Use/Outdoor Recreation
MU Mixed Use
Not a Part
Riverfront Trail
Pedestrian Passage
RIVERFRONT AT DOS RIOS · ODP

Grand Junction City Council

Regular Session

Item #2.b.ii.

Meeting Date: May 6, 2020

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

Introduction of an Ordinance to Vacate Seven Portions of Public Right-of-Way within the Proposed Riverfront at Dos Rios Development and Set a Public Hearing for May 20, 2020

RECOMMENDATION:

The Planning Commission heard this item at its April 28, 2020 meeting and voted (6-0) to recommend approval of this request.

EXECUTIVE SUMMARY:

The Applicant, the City of Grand Junction, is requesting 1) vacation of seven portions of public right-of-way that were previously platted or are adjacent to properties recently acquired by the City; and 2) vacation of a public sanitary sewer easement in order to facilitate development of the Riverfront at Dos Rios planned development. **The request to vacate the sanitary sewer easement will be heard simultaneous with the second reading of the right-of-way vacation request.**

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The City is in the process of developing the Riverfront as Dos Rios planned development south of the Riverside Neighborhood from Hale Avenue to the 5th Street/Highway 50 viaduct on the northeast bank of the Colorado River. An Outline Development Plan (ODP) was adopted by City Council in April 2019 consisting of a mix of uses including residential, commercial, light industrial, outdoor recreation and open space. Over the past several years, the City has platted this property in anticipation of

the development as well as to sell properties within the site. To date, two properties have been transferred to private property owners.

The rights-of-way within the site have been platted to serve the intended development. However, as detailed engineering plans have been drawn in order to construct the interior streets, some portions of the previously platted rights-of-way have been identified as no longer needed or that they do not fit with the current proposed street alignments.

In addition, the City has continued to acquire property in the northeast corner of the proposed development. In this area, there are streets that were platted (O'Boyles Subdivision – 1908) to serve these parcels that are no longer needed to provide access. The new streets within the planned development will provide access as these parcels are absorbed into the ODP and a new subdivision plat is recorded. There are two parcels (636 and 636-1/2 Lawrence Street) that have not yet been acquired by the City. Thus, the street and alley access to these properties are not a part of the current vacation request.

The sewer easement to be vacated was granted to the City in 1972 from the private property owner at the time, William Jarvis. The easement was used for the sewer line alignment until it was replaced in 1995 as part of the environmental clean-up of the southern part of the Riverfront at Dos Rios site. There is no longer a sewer line in the easement and the easement is now under the backwater pond on the site that was constructed by the City in the early 2000s for the United States Fish and Wildlife department. Thus, there is no longer use of or need for this easement.

NOTIFICATION REQUIREMENTS

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on April 14, 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, as well as neighborhood associations within 1000 feet, on April 17, 2020. The notice of the Planning Commission public hearing was published on April 21, 2020 in the Grand Junction Daily Sentinel.

ANALYSIS

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

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

The vacation of these portions of right-of-way will no longer be needed once the new interior streets within the Riverfront at Dos Rios development are constructed with construction to begin summer 2020 and a new subdivision plat is recorded. None of these streets are depicted on the Circulation Plan since they are all to be local streets to serve the proposed development. The new street network will adequately serve the proposed mix of land uses. Since the sewer easement is neither used currently nor needed in the future, its vacation is inconsequential.

Further, the vacation requests are consistent with the following goals and policies of the Comprehensive Plan:

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

Goal 5 / Policy B. Encourage mixed-use development and identification of locations for increased density.

Goal 7 / Policy A. In making land use and development decisions, the City and County will balance the needs of the community.

Thus, staff has found the requests to vacate existing public rights-of-way and a sewer easement do not conflict with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City and finds this criterion has been met.

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

The request to vacate these rights-of-way and the sewer easement will not render any properties landlocked. The new street network to be constructed will provide adequate access to all properties within the Riverfront at Dos Rios development once a new subdivision plat is recorded. The in holdings of two private properties within Dos Rios will still gain access from the existing rights-of-way for Lawrence Street and an east-west alley north of the properties that are not a part of this vacation request. Therefore, staff has found this criterion has been met.

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

The vacation of the portions of right-of-way and the sewer easement will not physically impact access to any parcel. As such, staff finds this criterion has been met.

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

Access, as exists today, will continue to be provided to the non-City owned properties within the Riverfront at Dos Rios site. No comments were received from utilities service providers other than the City of Grand Junction that these vacation requests would create any adverse impacts or that facilities or services would be diminished. City Utilities and Public Works identified that there is an existing 10-inch public (City) water line in the segments of Lila Avenue and Lawrence Street requested to be vacated and a sewer line in the eastern end of the alley proposed to be vacated. Thus, these portions of right-of-way may be vacated but the areas need to be retained as utility easement. Staff finds this criterion has been met subject to the easements being retained.

(5) The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and

As stated in criterion 4 above, there were no comments from utilities service providers other than the City of Grand Junction that these vacations would inhibit the provision of adequate public facilities and services to any property. There is an existing City water line within the Lila Avenue and Lawrence Street and a sewer line in the eastern end of the alley right-of-way to be vacated so these areas must be retained as public utility easement. Provided this occurs, water and sewer service to properties in the vicinity of this area of the Riverfront at Dos Rios development will not be inhibited. Therefore, staff finds that this criterion has been met.

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

Maintenance requirements for the City will not change as a result of the requests as the vacations will not impact the maintenance of the new interior streets to be constructed within the Riverfront at Dos Rios development. The anticipated benefits of the vacation requests are the ability for the Applicant to develop the property with street and utility infrastructure that is constructed to City standards as well as the construction and alignment of streets consistent with the City's adopted Circulation Plan. As such, Staff finds that this criterion has been met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the request to vacate seven portions of right-of-way and a public sewer easement within the proposed Riverfront at Dos Rios development located along the northeast bank of the Colorado River between Hale Avenue and the 5th Street/Highway 50 viaduct, City file number VAC-2020-176, the following findings of

fact have been made:

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

Therefore, Planning Commission recommended approval of the request subject to the following conditions.

Condition 1: The segments of vacated Lila Avenue (Parcels 4 and 5) and Lawrence Street (north-south portion of Parcel 1) and the eastern end of the alleyway (Parcels 2 and 3) be retained as public utility easement for the benefit of the City of Grand Junction. (Refer to the Right-of-Way Overall exhibit in Maps attachment).

Condition 2: The vacations shall not become effective until a new subdivision plat for the Riverfront at Dos Rios development is approved and recorded.

FISCAL IMPACT:

Since the proposed vacated right-of-way and sewer easement area will be absorbed in adjacent city-owned property, there is no fiscal impact to the City.

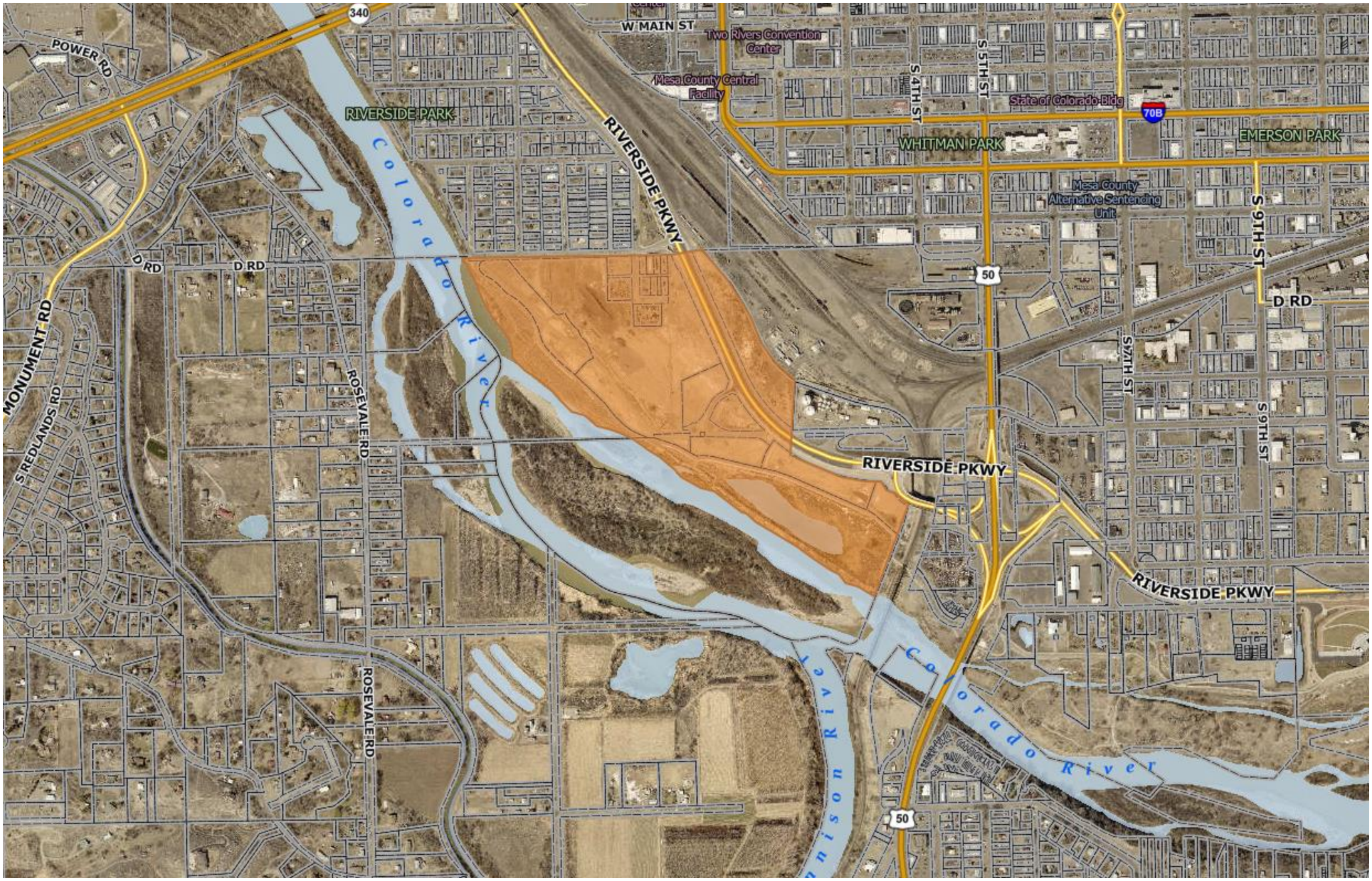
SUGGESTED MOTION:

I move to introduce an ordinance vacating previously-platted public rights-of-way within the Riverfront at Dos Rios development located along the northeast bank of the Colorado River between Hale Avenue and near the 5th Street/Highway 50 viaduct and set a public hearing for May 20, 2020.

Attachments

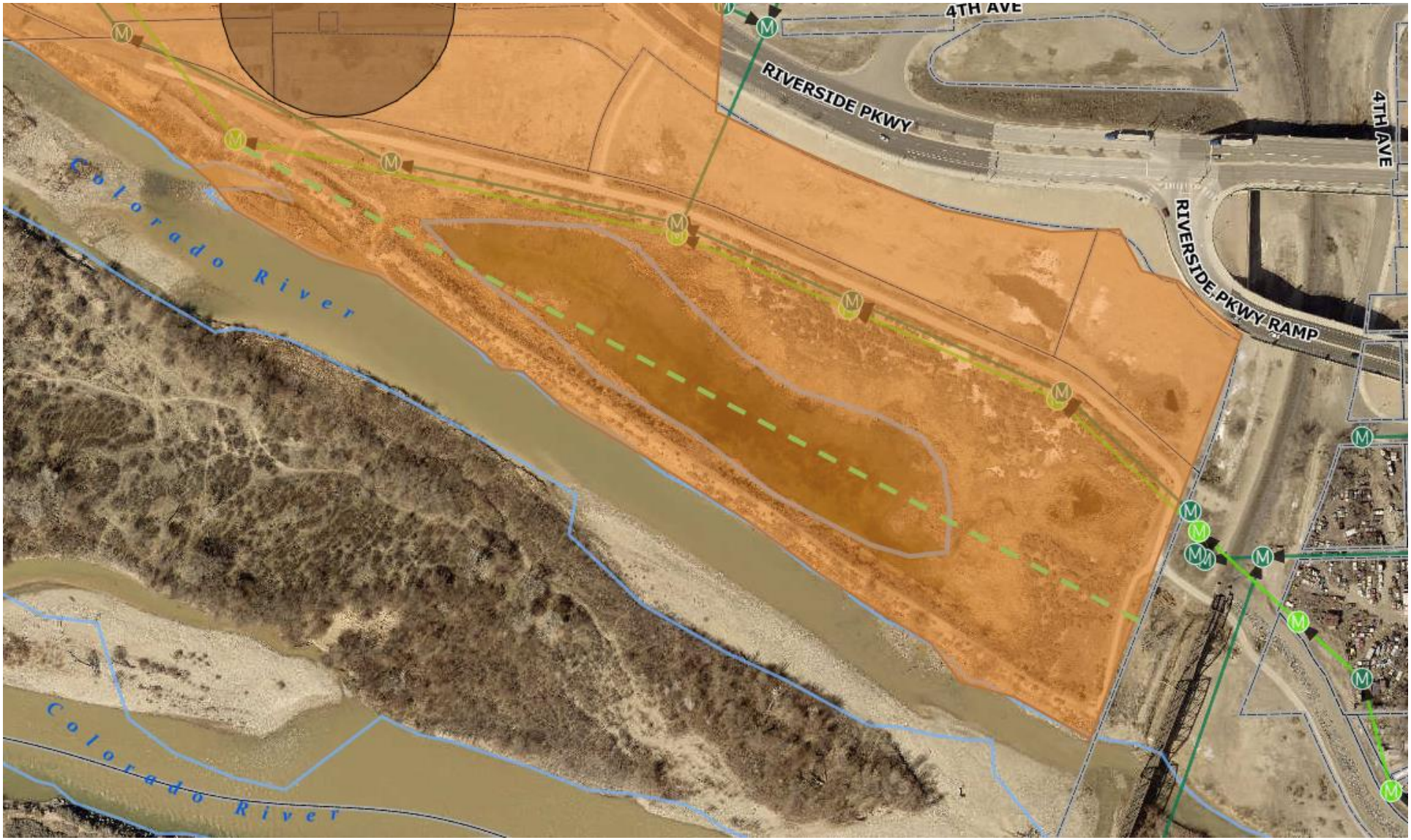
1. Location and Site Maps
2. Planning Commission Minutes - 2020 - April 28 - Draft
3. Dos Rios Vacations Ordinance

RIVERFRONT AT DOS RIOS SITE LOCATION MAP



RIVERFRONT AT DOS RIOS ROW VACATIONS (Gray Circles) EASEMENT VACATION (Dashed Green Line)

RIVERFRONT AT DOS RIOS EASEMENT VACATION (Dashed Green Line) EXISTING SEWER (Green Solid)



GRAND JUNCTION PLANNING COMMISSION
April 28, 2020 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00 p.m. by Chairman Christian Reece.

Those present were Planning Commissioners; Chairman Christian Reece, Vice Chair Bill Wade, George Gatseos, Andrew Teske, Ken Scissors, and Sam Susuras.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Lance Gloss (Associate Planner), and Isabella Vaz (Planning Technician).

This meeting was conducted virtually and is available via livestream video.

REGULAR AGENDA

1. **Minutes of Previous Meeting(s)**

The Planning Commission reviewed the meeting minutes from the April 14, 2020 meeting.

Commissioner Wade moved to approve the minutes as presented. Commissioner Susuras seconded the motion. Chairman Reece took a roll call vote:

Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Chairman Reece YES

The motion carried unanimously 6-0.

2. **Pear Park North Drainage Easement Vacation File # VAC-2020-99**

Consider a request by the Applicants, McKee Homes and Construction LLC, et al Owners, to Vacate a Publicly Dedicated 30 foot wide Drainage Easement Located within Lots 1 through 11 and Tract F, Pear Park North Subdivision Filing 3 as granted to the City of Grand Junction within the original Tract C, Pear Park North Subdivision.

DRAFT

Staff Presentation
Scott Peterson, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Commissioner Teske asked a question regarding the area of the vacation.

Commissioner Reece asked a question regarding Grand Valley Drainage District.

Applicant's Presentation
The Applicant, McKee Homes and Construction LLC, et al Owners, was present and made a comment regarding the request.

Public Comment
The public hearing was opened at 5 p.m. on Tuesday, April 21, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Tuesday, April 21, 2020 as described on the meeting notice as well as the agenda.

No public comment was received.

The public hearing was closed at 6:15 p.m. on April 28, 2020.

Discussion
None.

Motion and Vote
Commissioner Gatseos made the following motion, "Madam Chairman, on the Pear Park North and Pear Park North Filing 3 Subdivision Vacation of a publicly dedicated 30-feet wide Drainage Easement, Located within Lots 1 through 11 and Tract F, Pear Park North Subdivision Filing 3, City file number VAC-2020-99, 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 Wade seconded the motion. Chairman Reece took a roll call vote:

Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Chairman Reece YES

DRAFT

The motion carried 6-0.

3. **Riverfront at Dos Rios Rights-of-Way and Easement Vacations File # VAC-2020-176**
Consider a request by the City of Grand Junction to Vacate Seven Portions of Public Right-of-Way and a Public Sewer Easement within the proposed Riverfront at Dos Rios Development.

Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
None.

Public Hearing
The public hearing was opened at 5 p.m. on Tuesday, April 21, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Tuesday, April 21, 2020 as described on the meeting notice as well as the agenda.

No public comment was received.

The public hearing was closed at 6:23 p.m. on April 28, 2020.

Discussion
None.

Motion and Vote
Commissioner Susuras made the following motion, "Madam Chairman, on the request to vacate seven segments and pieces of public right-of-way and a sewer easement within the proposed Riverfront at Dos Rios development, City file number VAC-2020-176, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact and conditions as listed in the staff report."

Commissioner Teske seconded the motion. Chairman Reece took a roll call vote:

Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES

DRAFT

Chairman Reece YES

The motion carried 7-0.

4. **Zoning Code Amendment – Roosters Prohibition on Small Properties**
File # ZCA-2020-123
Consider a Request by the City of Grand Junction to Amend the Grand Junction Municipal Code Title 21 Zoning and Development Code Regarding the Keeping of Roosters.

Staff Presentation
Lance Gloss, Associate Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Commissioner Susuras asked for clarification on roosters versus hens.

Commissioner Gatseos made a comment regarding the request.

Public Hearing
The public hearing was opened at 5 p.m. on Tuesday, April 21, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Tuesday, April 21, 2020 as described on the meeting notice as well as the agenda.

Aaron Chapman made a comment in favor of the request.

The public hearing was closed at 6:33 p.m. on April 28, 2020.

Discussion
Commissioner Wade made a comment regarding the request.

Motion and Vote
Commissioner Scissors made the following motion, “Madam Chairman, on the Zoning and Development Code Amendments, ZCA-2020-123. I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report.”

Commissioner Teske seconded the motion. Chairman Reece called a roll call vote:

Commissioner Gatseos YES
Commissioner Scissors YES

DRAFT

Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Chairman Reece YES

The motion carried 6-0.

5. Other Business

None.

6. Adjournment

The meeting was adjourned at 6:45 p.m.
Wade motioned to adjourn. Scissors seconded.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE VACATING PREVIOUSLY-PLATTED PUBLIC RIGHTS-OF-WAY WITHIN THE RIVERFRONT AT DOS RIOS DEVELOPMENT LOCATED ALONG THE NORTHEAST BANK OF THE COLORADO RIVER BETWEEN HALE AVENUE AND NEAR THE 5th STREET/HIGHWAY 50 VIADUCT

Recitals:

The City is in the process of developing the Riverfront at Dos Rios planned development south of the Riverside Neighborhood from Hale Avenue to near the 5th Street/Highway 50 viaduct on the northeast bank of the Colorado River. An Outline Development Plan (ODP) was adopted by City Council in April 2019 consisting of a mix of uses including residential, commercial, light industrial, outdoor recreation and open space. Over the past several years, the City has platted this property in anticipation of the development as well as to sell properties within the site. To date, two properties have been transferred to private property owners.

The rights-of-way within the site have been platted to serve the intended development. However, as detailed engineering plans have been drawn in order to construct the interior streets, some portions of the previously platted rights-of-way have been identified as no longer needed or that they do not fit with the current proposed street alignments.

In addition, the City has continued to acquire property in the northeast corner of the proposed development. In this area, there are streets that were platted (O'Boyles Subdivision – 1908) to serve these parcels that are no longer needed to provide access. The new streets within the planned development will provide access as these parcels are absorbed into the ODP. There are two parcels (636 and 636-1/2 Lawrence Street) that have not yet been acquired by the City. Thus, the street and alley access to these properties are not a part of the current vacation request.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate portions of public rights-of-way is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Municipal Code subject to the following conditions:

Condition 1: The portions of right-of-way for Lila Avenue (Parcels 4 and 5) and Lawrence Street (north-south portion of Parcel 1) and the eastern end of the alleyway (Parcels 2 and 3) requested to be vacated shall be retained as public utility easement. Refer to Exhibit E.

Condition 2: The vacations shall not be effective until a new subdivision plat for the Riverfront at Dos Rios is recorded.

Parcel 1

A Portion of the Alley right-of-way and Lawrence Street right-of-way located in O'Boyle's Sub-Division Reception No. 61369, in the NE1/4, NE1/4 of Section 22, Township 1 South, Range 1 West, of the Ute Principal Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows;

Beginning at the Southwest Corner of the East 175 feet of Lot A, Block 2 of said Subdivision, whence the Southeast Corner of Lot A, Block 2 Bears S 89°56'44" E, with all bearings being relative thereto, thence the following courses and distances;

1. Along the southerly line of Lot A, S 89°56'44" E a distance of 174.80 feet, to the Southeast Corner of said lot;

2. Along the easterly line said lot, N 00°13'53" E, a distance of 110.00 feet;

3. Leaving said easterly line of Lot A, S 89°56'52" E, a distance of 2.15 feet;

4. S 00°13'53" W, a distance of 56.39 feet;

5. Along the arc of a 1,767.00 foot radius curve to the right, for a distance of 73.67 feet, with a chord which bears S 01°25'33" W, a distance of 73.66 feet, having an interior angle of 02°23'19;

6. S 89°56'44" E, a distance of 54.38 feet, to the Northwest Corner of Lot 12 Block 1 of said subdivision;

7. Along westerly line of said Lot 12, Block 1, S 00°09'53" W a distance of 129.98 feet, to the southeast Corner of said lot;

8. N 89°56'44" W, a distance of 54.95 feet, to the southeast corner of Lot21, Block 2 of said subdivision;

9. N 00°08'36" E, a distance of 129.98 feet, to the Northeast Corner of said Lot 21;

10. Leaving said Northeast Corner of Lot 21, along the northerly line of Lots 21, through 27, N 89°56'44" W a distance of 174.80 feet;

11. N 00°13'53" E, a distance of 20.00 feet, to the Point of Beginning.

Containing approximately 10,884 square feet. (Exhibit "A")

Parcel 2
All that portion of the 20.0 Foot wide Alley within Block 1 of O'Boyle's Sub-Division, as same is recorded at Reception Number 61369, Public Records of Mesa County, Colorado lying East of the East line of Lot 8 Block 1 of said O'Boyle's Sub-Division;
Containing approximately 500 square feet. (Exhibit "B")

Parcel 3
All that certain 20 foot alley right-of-way, as same is recorded in Book 511 at Page 81 Public Records of Mesa County, Colorado.
Containing approximately 1,004 square feet. (Exhibit "B")

Parcel 4
All that portion of the 60.0 Foot wide right-of-way for Lila Avenue lying within the OBoyle's Sub-Division, as same is recorded at Reception Number 61369, Public Records of Mesa County, Colorado lying East of the East line of Block 2 and South of the south line of Block1 of said O'Boyle's Sub-Division;
Containing approximately 12,294 square feet. (Exhibit "B")

Parcel 5
All that certain 60 foot right-of-way for Lila Ave, as same is recorded in Book 505 at Page 570 Public Records of Mesa County, Colorado.
Containing approximately 3.006 square feet. (Exhibit "B")

Parcel 6
Right-Of-Way Vacation, located in the NE1/4, NE1/4 of Section 22, Township 1 South, Range 1 West, of the Ute Principal Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows;

Beginning at the Southwest Corner of Right-Of-Way described at Reception No. 727833, from whence the N1/16 Corner of Section 22 Bears S 89°57'26" E, a distance of 314.35 feet, with all bearings being relative thereto, thence the following courses and distances;

1. N 01°37'36" E a distance of 5.90 feet;

2. Along the arc of a 279.00 foot radius curve to the left, for a distance of 61.57 feet, with a chord which bears N 63°20'09" E, a distance of 61.44 feet, having an interior angle of 12°38'36";

3. Along the arc of a 36.00 foot radius curve to the right, for a distance of 44.81 feet, with a chord which bears S 87°19'50" E, a distance of 41.97 feet, having an interior angle of 71°18'37";

4. S 51°40'32" E a distance of 52.65 feet,
5. Along the arc of a 297.50 foot radius curve to the left, for a distance of 6.93 feet, with a chord which bears S 52°20'33" E, a distance of 6.93 feet, having an interior angle of

01°20’03”, to the southerly right-of-way of the additional right-of-way, described on the plat of Jarvis Subdivision Filing One, Reception Number 2790938;

6. Along said southerly right-of-way, N 87°36’50” W a distance of 128.59 feet;

7. Continuing on said southerly right-of-way, N 89°57’28” W a distance of 15.31 feet, to the Point of Beginning;
Containing approximately 3,522 square feet. (Exhibit “C”)

Parcel 7
All that portion of the 20.0 Foot wide Alley within Block 3 of O’Boyle’s Sub-Division, as same is recorded at Reception Number 61369, Public Records of Mesa County, Colorado lying South of the South line of Lots 1 through 8 Block 3 of said O’Boyle’s Sub-Division;

Containing approximately 3,998 square feet. (Exhibit “D”)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PREVIOUSLY-DESCRIBED DEDICATED RIGHTS-OF-WAY ARE HEREBY VACATED SUBJECT TO THE LISTED CONDITION.

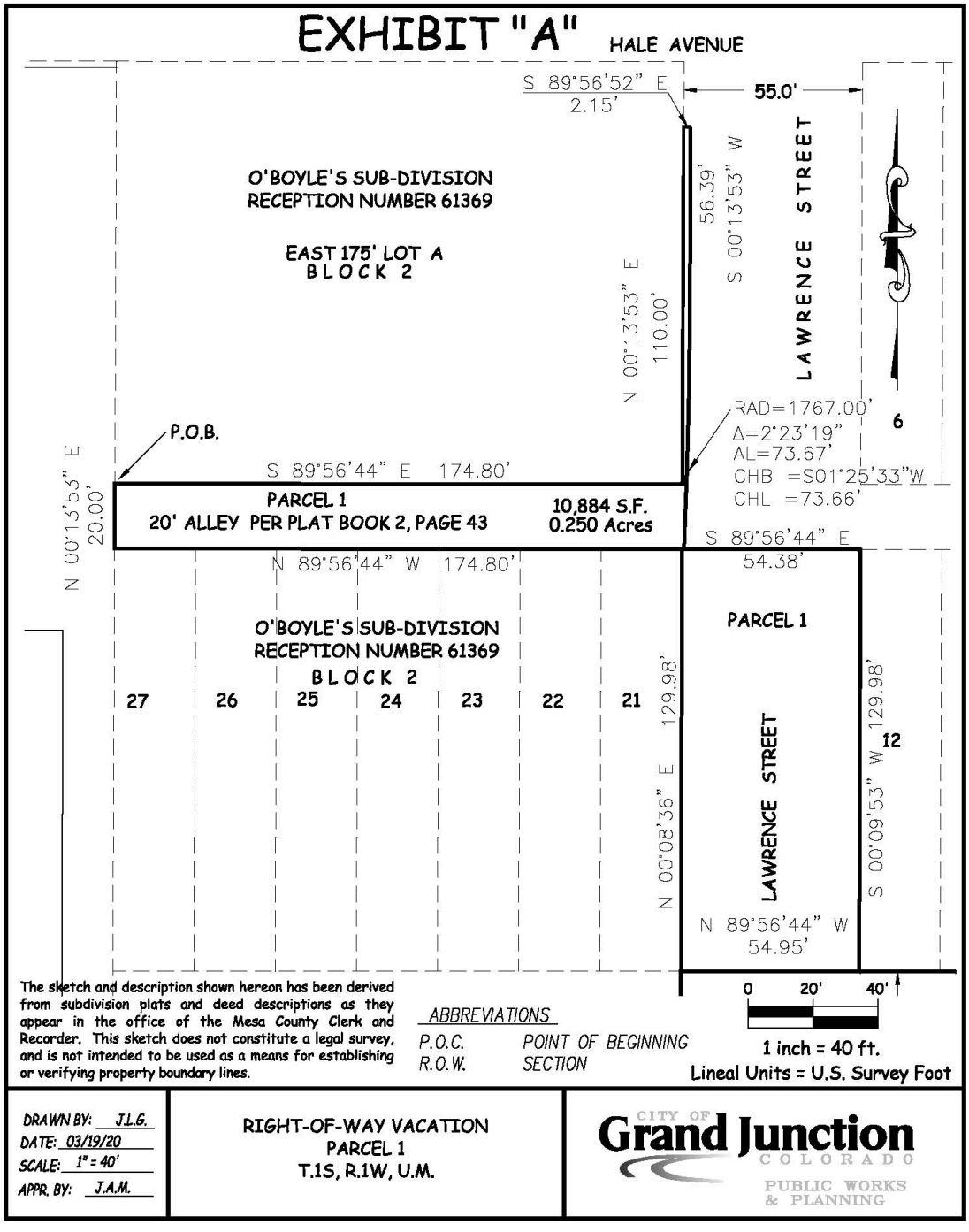
Introduced on first reading this _____ day of _____, 2020 and ordered published in pamphlet form.

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

ATTEST:

_____ _____
City Clerk Mayor

EXHIBIT "A"



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

ABBREVIATIONS

P.O.C.	POINT OF BEGINNING
R.O.W.	SECTION

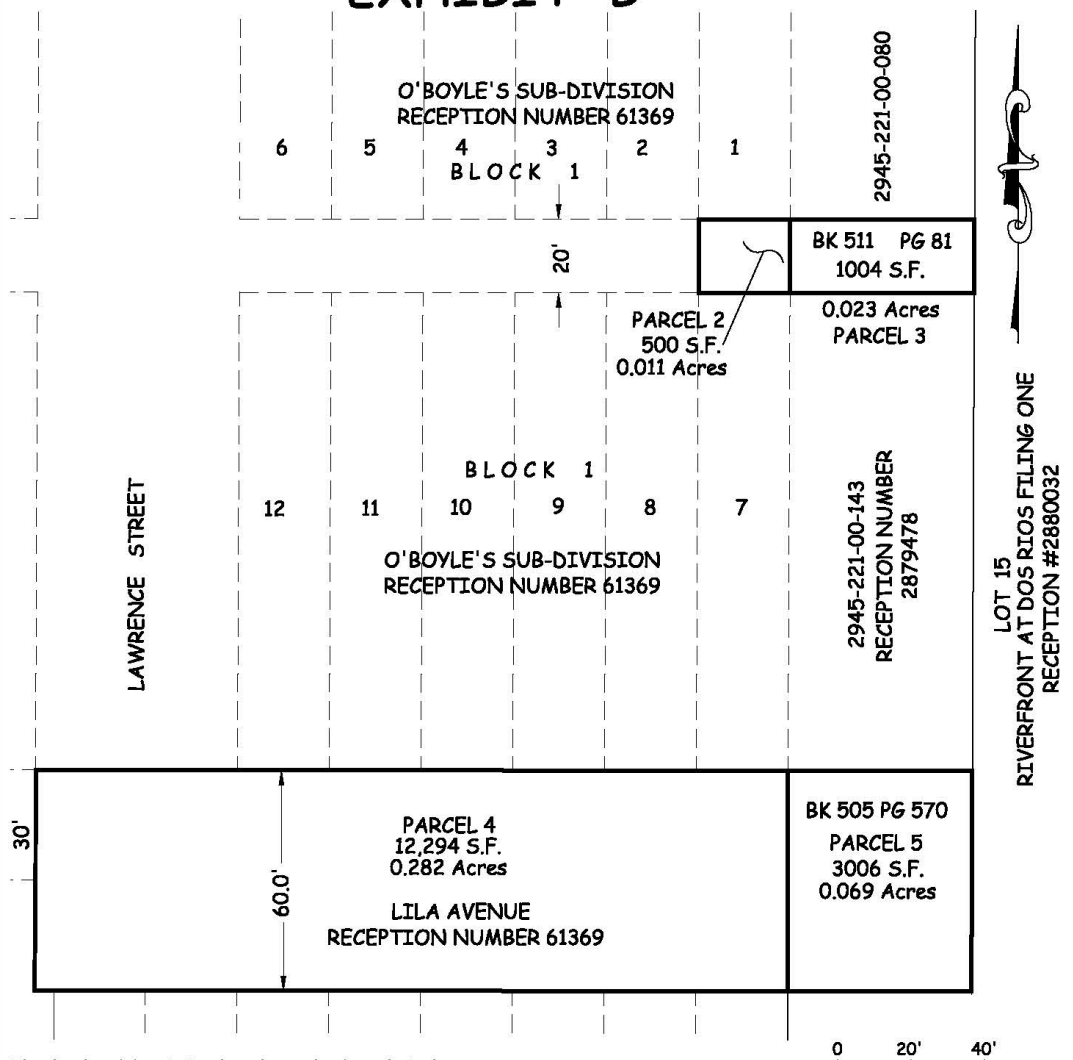
Lineal Units = U.S. Survey Foot

DRAWN BY: J.L.G.
DATE: 03/19/20
SCALE: 1" = 40'
APPR. BY: J.A.M.

RIGHT-OF-WAY VACATION
PARCEL 1
T.1S, R.1W, U.M.

CITY OF Grand Junction COLORADO
PUBLIC WORKS & PLANNING

EXHIBIT "B"



0 20' 40'

1 inch = 40 ft.

Lineal Units = U.S. Survey Foot

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

ABBREVIATIONS

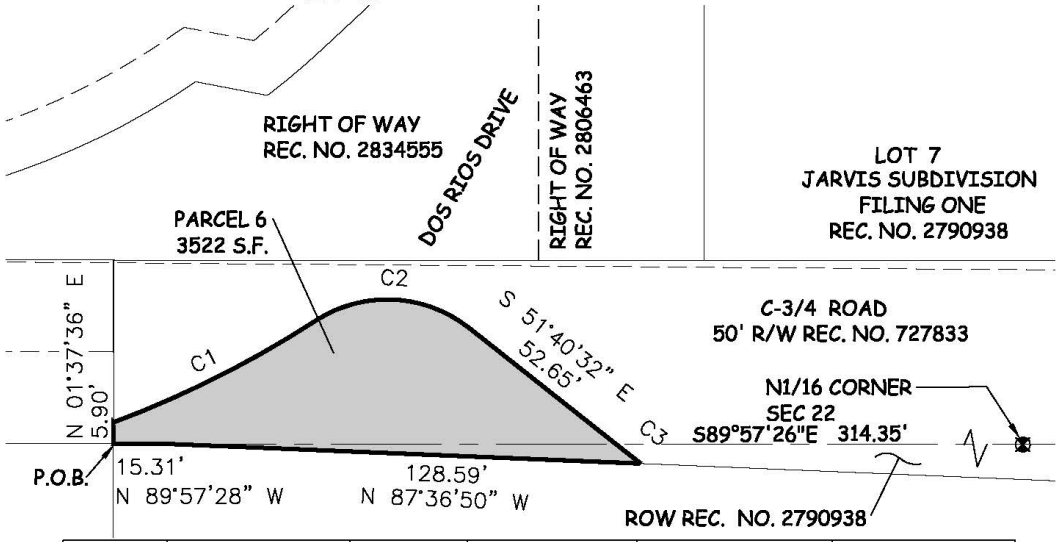
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE

DRAWN BY: J.L.G.
DATE: 03/19/20
SCALE: 1" = 40'
APPR. BY: J.A.M.

RIGHT-OF-WAY VACATION
PARCELS 2-5
T.1S, R.1W, U.M.

CITY OF Grand Junction COLORADO
PUBLIC WORKS & PLANNING

EXHIBIT "C"



CURVE	ARC LEN	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	61.57'	279.00'	12°38'36"	N 63°20'09" E	61.44'
C2	44.81'	36.00'	71°18'37"	S 87°19'50" E	41.97'
C3	6.93'	297.50'	1°20'03"	S 52°20'33" E	6.93'

0 20' 40'

1 inch = 40 ft.

Lineal Units = U.S. Survey Foot

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

ABBREVIATIONS

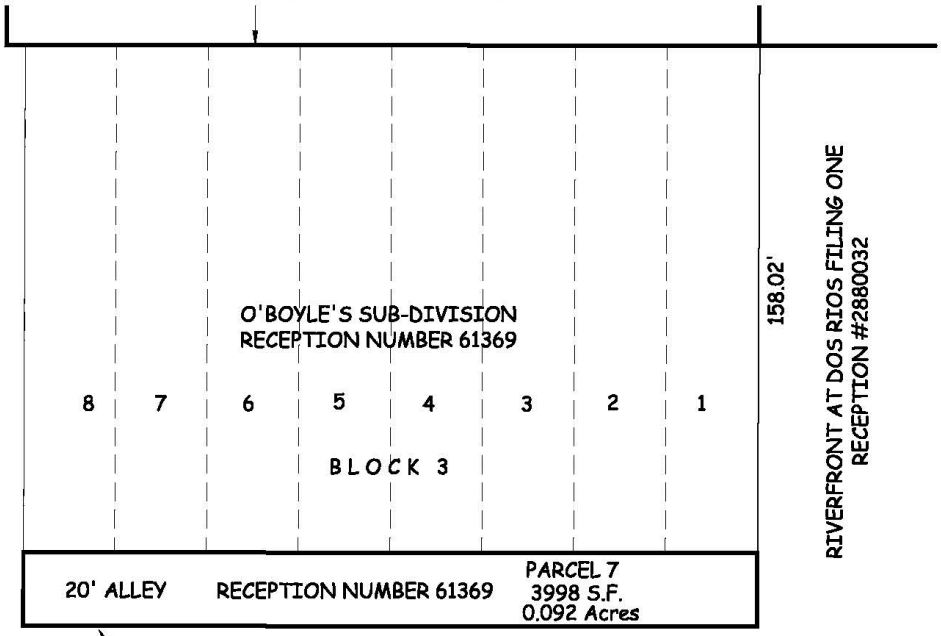
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.P.M.	UTE PRINCIPAL MERIDIAN

DRAWN BY: J.L.G.
DATE: 03/19/20
SCALE: 1" = 40'
APPR. BY: J.A.M.

RIGHT-OF-WAY VACATION
PARCEL 6
IN THE NE1/4 NE1/4 SEC. 22
T.1S, R.1W, U.M.

CITY OF Grand Junction COLORADO
PUBLIC WORKS & PLANNING

EXHIBIT "D"



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ABBREVIATIONS	
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE

0 20' 40'

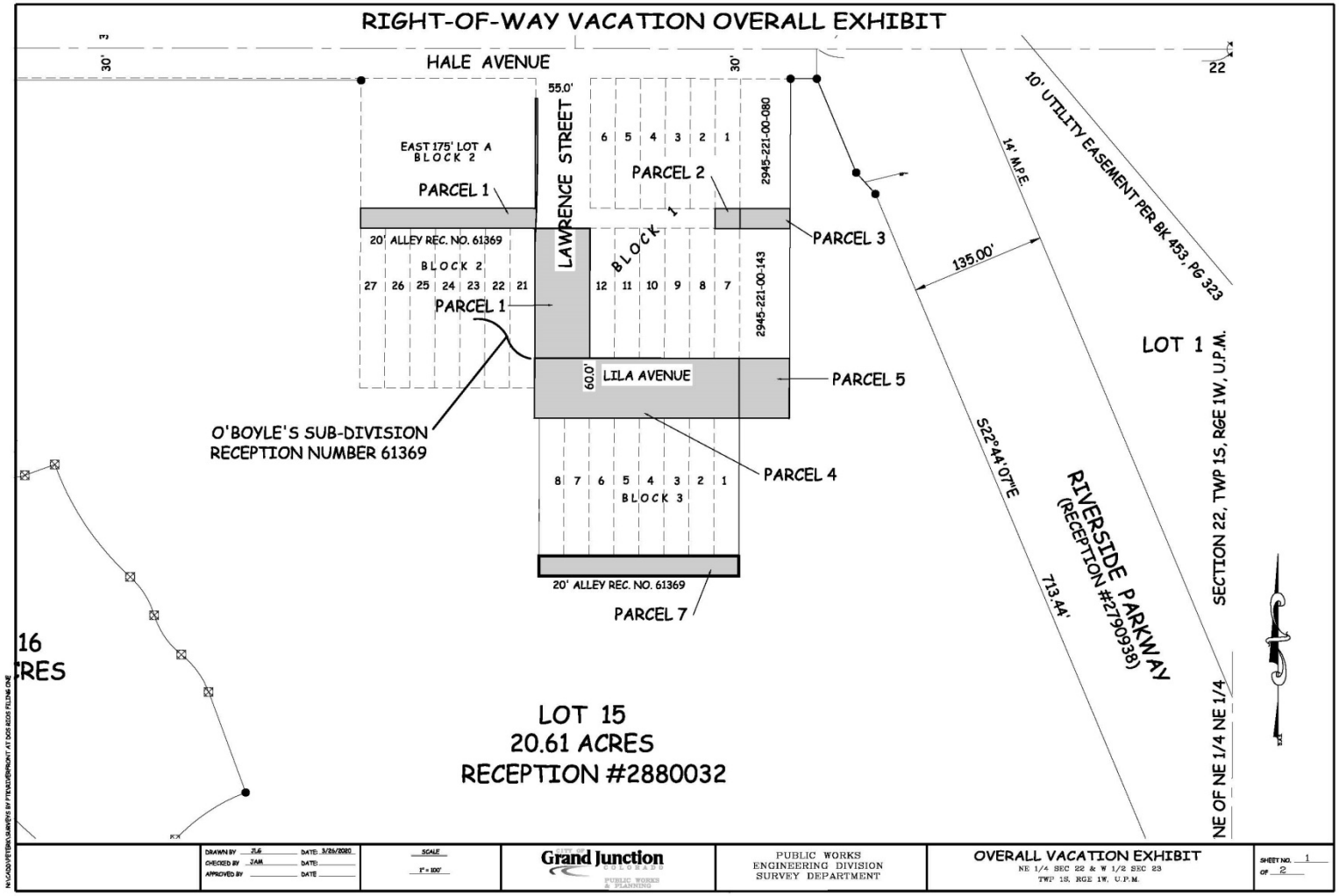
1 inch = 40 ft.
Lineal Units = U.S. Survey Foot

DRAWN BY: J.L.G.
DATE: 03/19/20
SCALE: 1" = 40'
APPR. BY: J.A.M.

RIGHT-OF-WAY VACATION
PARCEL 7
T.1S, R.1W, U.M.

CITY OF Grand Junction COLORADO
PUBLIC WORKS & PLANNING

EXHIBIT E


RIGHT-OF-WAY VACATION OVERALL EXHIBIT
HALE AVENUE
30'
30'
22
55.0'
LAWRENCE STREET
EAST 175' LOT A
BLOCK 2
PARCEL 1
PARCEL 2
PARCEL 3
6 5 4 3 2 1
2945-221-00-080
20' ALLEY REC. NO. 61369
BLOCK 2
27 26 25 24 23 22 21
PARCEL 1
BLOCK 1
12 11 10 9 8 7
2945-221-00-143
14' M.P.E.
10' UTILITY EASEMENT PER BK 453, PG 323
135.00'
LOT 1
60.0'
LILA AVENUE
PARCEL 5
O'BOYLE'S SUB-DIVISION
RECEPTION NUMBER 61369
PARCEL 4
8 7 6 5 4 3 2 1
BLOCK 3
S22°44'07"E
713.44'
RIVERSIDE PARKWAY
(RECEPTION #2790938)
SECTION 22, TWP 1S, RGE 1W, U.P.M.
20' ALLEY REC. NO. 61369
PARCEL 7
NE OF NE 1/4 NE 1/4
16
RES
LOT 15
20.61 ACRES
RECEPTION #2880032
DRAWN BY TLG DATE: 3/26/2020
CHECKED BY JAM DATE:
APPROVED BY DATE
SCALE
1" = 100'
Grand Junction
PUBLIC WORKS & PLANNING
PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT
OVERALL VACATION EXHIBIT
NE 1/4 SEC 22 & W 1/2 SEC 23
TWP 1S, RGE 1W, U.P.M.
SHEET NO. 1
OF 2

Grand Junction City Council

Regular Session

Item #2.b.iii.

Meeting Date: May 6, 2020

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance to Vacate an Approximate 30-Foot Wide by 675-Foot Long Portion of 29 5/8 Road Abutting the Northeastern Property Line of the Property Located at 359 29 5/8 Road and Set a Public Hearing for May 20, 2020

RECOMMENDATION:

The Planning Commission heard this item at their April 14, 2020 meeting and voted (7-0) to recommend approval of this request.

EXECUTIVE SUMMARY:

The Applicant, Terry DeHerrera, is requesting the vacation of an approximate 30-foot wide by 675-foot-long portion of public right-of-way of 29 5/8 Road (0.525-acres) in anticipation of future residential subdivision development for the proposed Goose Downs Subdivision to be located at 359 29 5/8 Road. The request to vacate is consistent with the City's Comprehensive Plan and Circulation Plan.

BACKGROUND OR DETAILED INFORMATION:

The existing right-of-way for 29 5/8 Road width is 60 feet and was conveyed in 2001 by Reception No. 1988158 within Mesa County jurisdiction. With this application, the Applicant is requesting to vacate 30 feet of the 60 feet width for the stretch of 29 5/8 Road starting at the intersection of C ¾ Road moving in a southeastern direction to the point where 29 5/8 Road becomes aligned in a north/south direction; a point approximately 675 lineal feet southeast of the intersection of C ¾ Road. This area of right-of-way contains no existing utility infrastructure and the road surface is presently gravel. Since the Applicant is requesting to vacate only half of the right-of-way, access

for the adjacent properties at 374 29 5/8 Road and the remainder of the five properties located at the end of 29 5/8 Road which now utilize this right-of-way, would still be maintained with the remaining 30 foot wide right-of-way. In addition, should the proposed subdivision for Goose Downs be developed, access to the existing five lots could also be through the new subdivision whereby they could connect to 29 ½ Road and then onto D Road. In the longer term, if/when the adjacent property located at 374 29 5/8 Road would annex and develop into a subdivision, the City would require that the remaining 30 foot wide portion of the 29 5/8 Road right-of-way (that is not included with the Applicant's request) be vacated and street improvements be constructed at that time including asphalt street section, curb, gutter, sidewalk; These improvements would be for the north/south and east/west portions of 29 5/8 Road and C ¾ Road (see attached maps).

The subject property was annexed into the City limits in 2008 and zoned R-4 (Residential – 4 du/ac) at that time. New rights-of-way for the proposed subdivision would be dedicated as necessary on the plat or by separate instrument.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Vacation of Right-of-Way and Preliminary Subdivision Plan was held on October 15, 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 nine area residents. Comments received regarding the two proposals centered around future access for their properties and the proposed development impacts to the neighborhood.

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 31, 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, as well as neighborhood associations within 1000 feet, on April 3, 2020. The notice of the Planning Commission public hearing was published on April 7, 2020 in the Grand Junction Daily Sentinel.

ANALYSIS

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

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

The vacation of this portion of right-of-way will narrow the currently 60 feet right of way in this area to 30 feet in width. Consistent with City standards, local residential street classifications should provide 44 feet of right-of-way, however, this contemplates a road that is fully constructed to City standards and includes improvements such as curb, gutter, sidewalk and width for on-street parking. A typical drive lane for a residential street is 10 feet wide, or 20 feet in total. This right of way width reduction will not impact the ability of residents to utilize the existing gravel surfaced road or access adjacent properties. Staff or other referral agencies have not identified any other impact on public facilities or services provided to the general public.

Should the proposed Goose Downs Subdivision occur in the future, new internal rights-of-way would be required to be granted to the City as part of the subdivision process which would provide new access points to 29 ½ Road. Consistent with the adopted Circulation Plan, other future development in this area would require the construction of the north/south section of 29 5/8 Road to form a T-intersection with C ¾ Road and would be designed to replace the portion of 29 5/8 Road that exists in the southeastern alignment.

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

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

Goal 5 / Policy C. Increasing the capacity of housing developers to meet housing demand.

Goal 7 / Policy A. In making land use and development decisions, the City and County will balance the needs of the community.

Therefore, staff has found the request to vacate existing public rights-of-way does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City and therefore this criterion has been met.

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

This request is to vacate 30 feet of a 60 feet wide portion of an existing dedicated right-of-way. As such, no parcels will be landlocked as a result of the proposed vacation request. The adjacent residential properties which utilize this portion of 29 5/8 Road will have continued access to the remaining 30 feet of right-of-way for access to their properties and/or until such a time as the future Goose Downs Subdivision would be developed, access could then be through the subdivision which provides access to 29 ½ Road. Therefore, staff has found this criterion has been met.

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

The portion of right-of-way requested to be vacated would not physically impact access to any parcel. As such, staff finds this criterion has been met.

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

Access, as exists today, will continue to be provided to adjacent properties. No comments were received from utilities or other service providers that this vacation request would create any adverse impacts or that facilities or services would be diminished, therefore staff has found that this criterion to be met.

Staff therefore finds this criterion has been met.

(5) The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and

City Engineering staff has identified that retaining 30 feet of right of way is adequate to maintain the existing service and access to this area. Therefore, neither staff nor utility providers have identified that this partial right-of-way vacation request will inhibit the provision of adequate public facilities and services, therefore staff finds that this criterion has been met.

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

Maintenance requirements for the City will not change as a result of the proposed vacation as the vacation will not impact the maintenance of the existing gravel surface of this section of 29 5/8 Road. The anticipated benefit of the vacation request is the ability for the Applicant to develop the property with road infrastructure that is constructed to City standards as well as the construction and alignment of roads consistent with the City's adopted Circulation Plan. As such, Staff finds that this criterion has been met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the request to vacate a portion of 29 5/8 Road, City file number VAC-2020-51, for the property located at 359 29 5/8 Road, the following findings of fact have been made:

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

Therefore, Staff recommends approval of the request.

FISCAL IMPACT:

Average value of property and right-of-way can range broadly. The City received an MAI Appraisal from a project within the general area in 2019 that provided a value of approximately $30,970 per acre or $0.71 per square foot. This request includes vacating approximately 22,876 square feet of right-of-way which would result in a value of approximately $16,241.25. This estimation of value is for informational purposes only. No compensation is being requested for this vacation.

SUGGESTED MOTION:

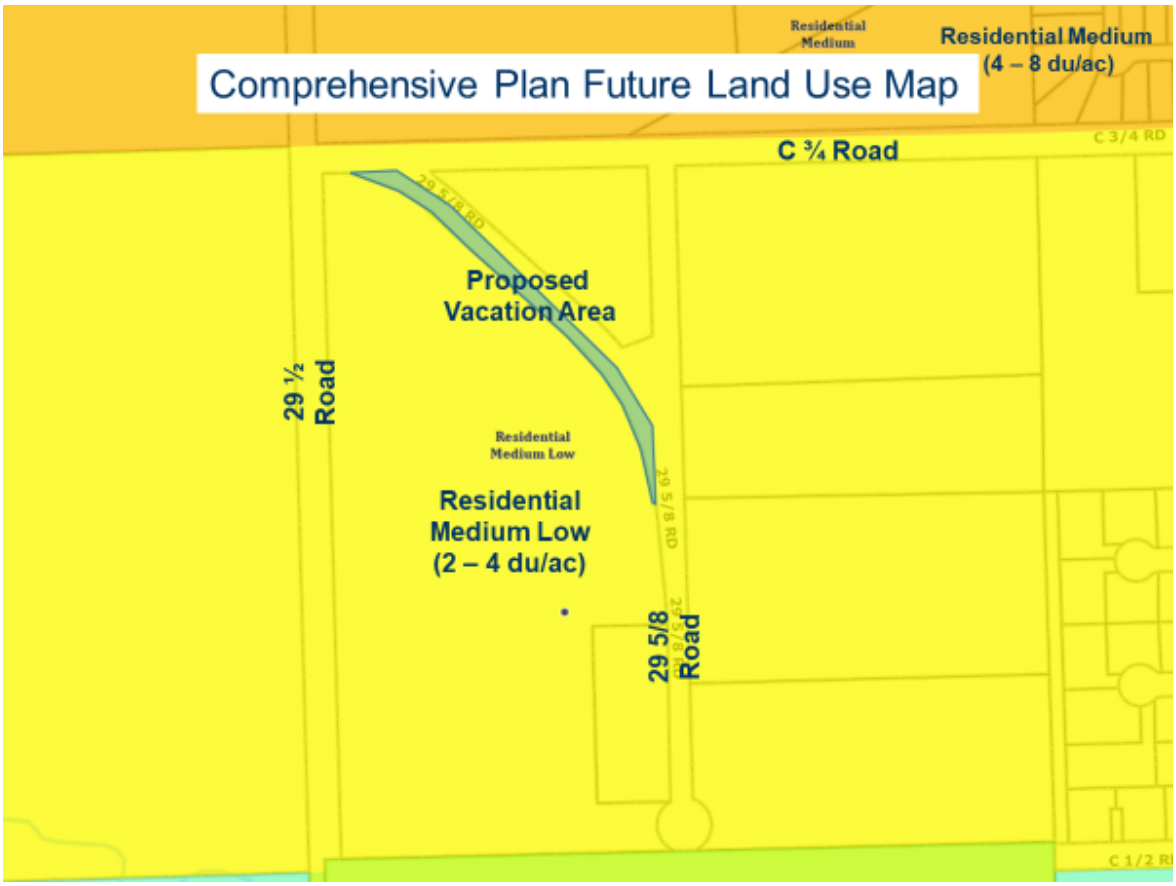
I move to introduce an ordinance vacating a portion of the 29 5/8 Road right-of-way as identified within Reception Number 1988158 located adjacent to 359 29 5/8 Road and set a public hearing for May 20, 2020.

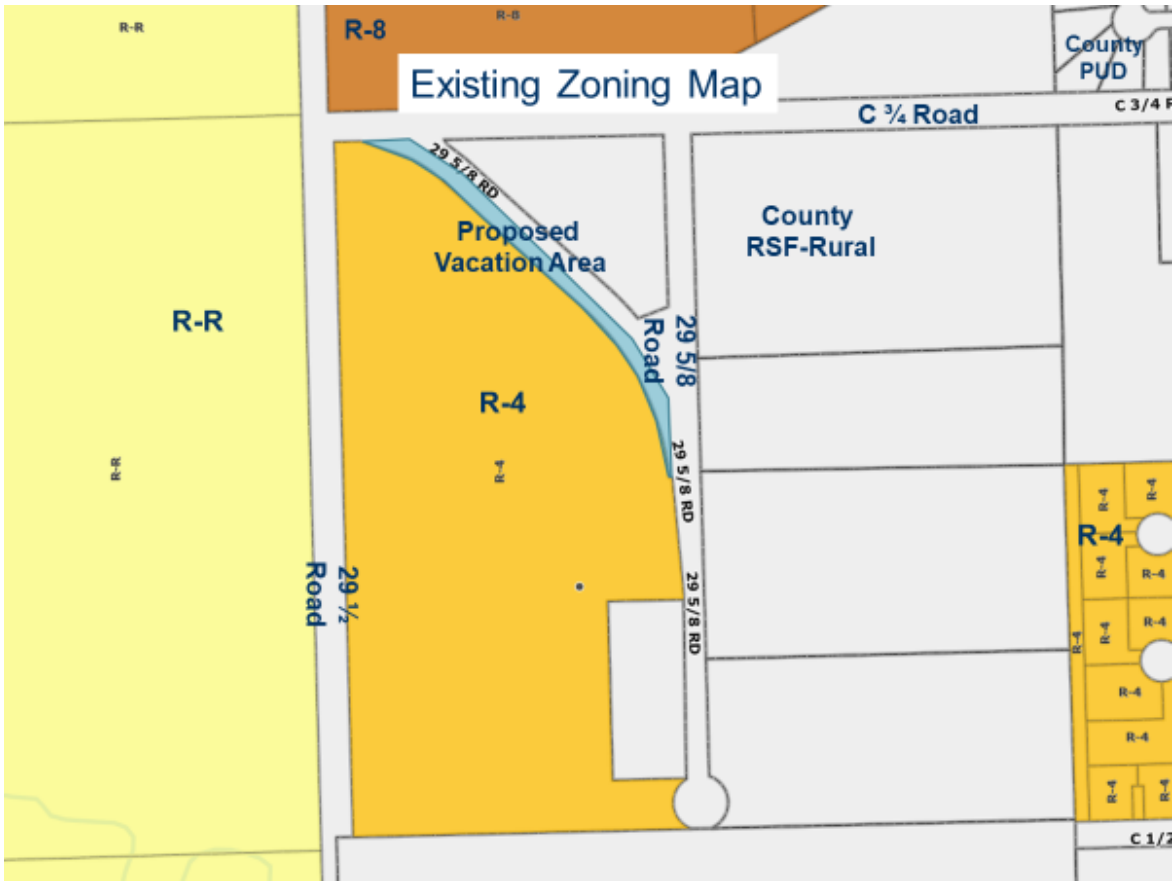
Attachments

1. Site Location, Aerial & Zoning Maps, etc.
2. Planning Commission Minutes - 2020 - April 14 - Draft
3. Neighborhood Meeting Notes & Sign-In Sheet
4. Submittal Application Dated January 27, 2020
5. Public Correspondence Received - Goose Downs ROW Vacation
6. Vacation Ordinance

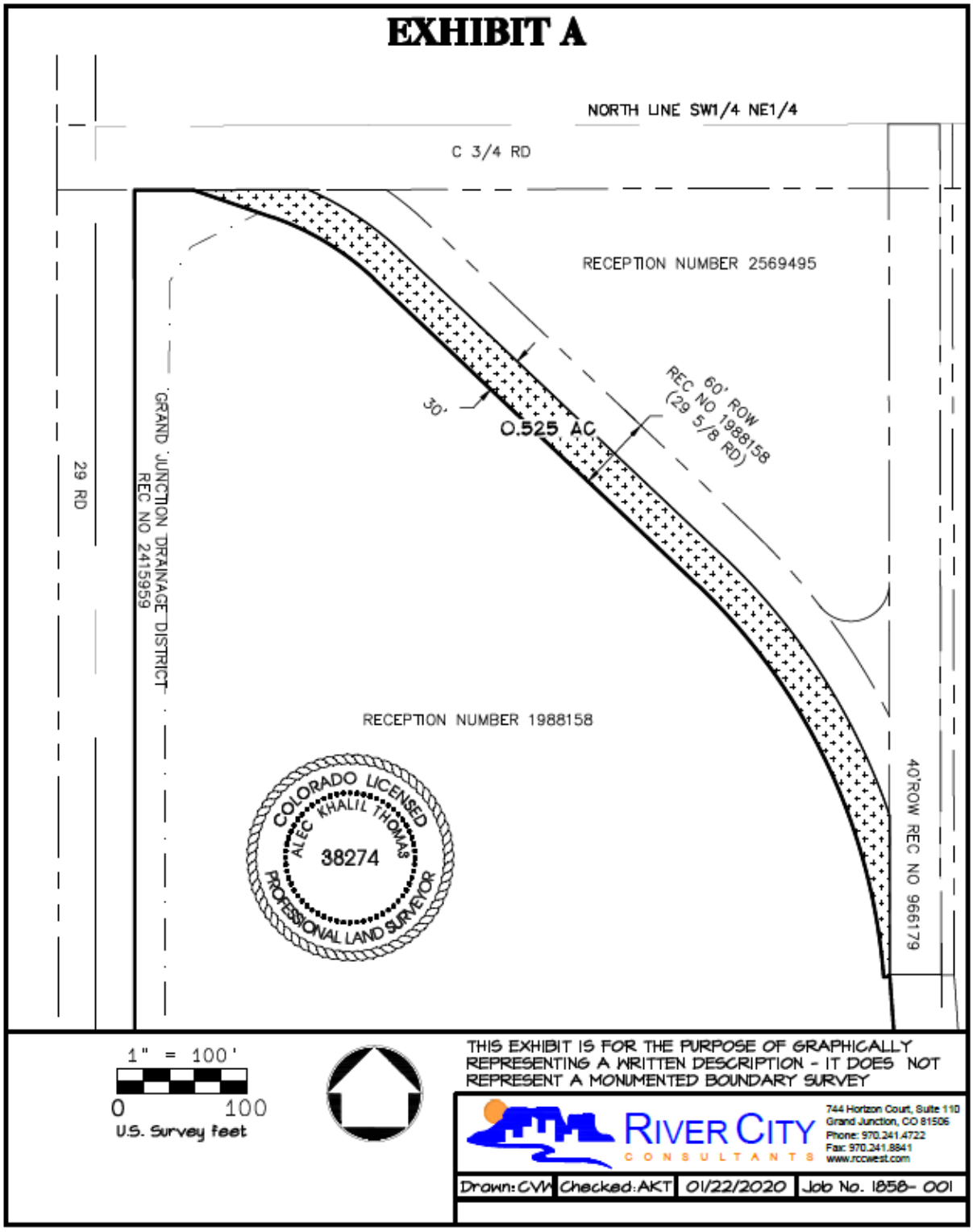
Site Location Map
D RD
D RD
29 1/4 RD
PAULA LN
29 ½ Road
29 1/2 RD
DEBRA ST
RED WILLOW DR
C ¾ Road
C 3/4 RD
C 3/4 RD
Proposed Vacation Area
29 5/8 RD
Proposed Goose Downs Subd.
29 5/8 Road
SWAN MEADOWS DR
HANCOCK ST
FENWICK LN
C 1/2 RD
C 1/2 RD
1/2 RD

Aerial Photo Map
C ¾ Road
C 3/4 RD
29 5/8 RD
Proposed
Vacation Area
29 ½
Road
29 5/8
Road
Proposed Goose
Downs Subdivision
29 5/8 RD
29 5/8 RD
C 1/2


Comprehensive Plan Future Land Use Map
Residential Medium
Residential Medium (4 – 8 du/ac)
C ¾ Road
C 3/4 RD
29 7/8 RD
Proposed Vacation Area
29 ½ Road
Residential Medium Low
Residential Medium Low (2 – 4 du/ac)
29 5/8 RD
29 5/8 Road
C 1/2 RD


Existing Zoning Map
R-8
County PUD
C ¾ Road
29 5/8 RD
Proposed Vacation Area
County RSF-Rural
R-R
29 5/8 Road
R-4
29 ½ Road
29 5/8 RD
29 5/8 RD
R-4

Proposed Vacation Area:



Google Street View Located at the Intersection of 29 ½ Road and 29 5/8 Road looking Southeast

GRAND JUNCTION PLANNING COMMISSION
April 14, 2020 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00 p.m. by Chairman Christian Reece.

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

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), Lance Gloss (Associate Planner), and Isabella Vaz (Planning Technician).

This meeting was conducted virtually and is available via livestream video.

REGULAR AGENDA

1. **Minutes of Previous Meeting(s)**

The Planning Commission reviewed the meeting minutes from the February 25, 2020 and the April 9, 2020 meeting.

Commissioner Wade moved to approve the minutes as presented. Commissioner Susuras seconded the motion.

The motion carried unanimously 7-0.

2. **27 ½ Road Right-of-Way Vacation File # ZCA-2019-459**

Consider a request by Eddy at Grand JCT, LLC to Vacate a 25-foot-wide by 400 lineal foot Portion of the undeveloped 27 ½ Road Public Right-of-Way (ROW) abutting the eastern property line of the property located at approximately 347 27 ½ Road.

Staff Presentation

Landon Hawes, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org

Questions for Staff

There was discussion regarding access to the Colorado River and pedestrian and utility easements.

DRAFT

Applicant's Presentation
The Applicant's representative, Ted Ciavonne, was virtually present in the meeting. Mr. Ciavonne did not supply a presentation but was available for questions.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No public comment was received.

The public hearing was closed at 6:31 p.m. on April 14, 2020.

Discussion
Commissioner Ehlers asked for clarification regarding the pedestrian easements.

Ms. Jamie Beard suggested adding a second condition that with the vacation of the right-of-way, a pedestrian access easement is retained comparable to the pedestrian access easement that already exists on the abutting properties and comparable in size and location

Motion and Vote
Commissioner Wade made the following motion, "Madam Chair, on the request for right of way vacation for an approximate 25 foot by 400 lineal foot portion of the undeveloped 27 ½ Road abutting the eastern property line of that property located at 347 27 ½ Road, City file number VAC-2019-459, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact and conditions as listed in the staff report."

Commissioner Susuras seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Chairman Reece YES

The motion carried 7-0.

DRAFT

3. Pinnacle Ridge Extension Request SUB-2015-120; SUB-2017-273

Consider a request by Two R & D LLC, to extend for two additional years the approved Preliminary Plan and Filing 2 Plat for the Pinnacle Ridge Subdivision located East of Mariposa Drive near W. Ridges Blvd.

Staff Presentation

Scott Peterson, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff

There was discussion regarding the extension process as described in the Code and the timeline for this general type of request/project.

Applicant's Presentation

The Applicant's representative, Robert Jones II, Vortex Engineering, was virtually present in the meeting. Mr. Jones did not supply a presentation but was available for questions.

Questions for Applicant

Commissioner Wade asked a question regarding the applicant's intention to complete filings 1 and 2. Mr. Jones responded.

Commissioner Susuras asked a question regarding the reason for the projects being put on hold and if it has to do with the economic insecurity the pandemic has caused. Mr. Jones responded.

Public Comment

The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

Public comment was received from Mark Gardner, Mary Orn, and Bradley Brian. One additional comment that was received by Richard Wihera at 5:59 p.m. and was read into the record by Tamra Allen at 6:50 p.m.

Mr. Jones responded to the public comment that was received.

The public hearing was closed at 6:54 p.m. on April 14, 2020.

Questions for Applicant

None.

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Questions for Staff
None.

Discussion
Commissioner Wade made a comment regarding the request.

Commissioners Gatseos made a comment regarding the request and asked Ms. Beard about a clause asking the developer report back in 12 months. Ms. Beard responded.

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

Ms. Allen clarified that the Planning Commission is the final decision maker on this item and it is not a recommendation to City Council.

Motion and Vote
Commissioner Gatseos made the following motion, "Madam Chairman, on the Pinnacle Ridge Subdivision request to amend the expiration dates of the approved Preliminary Plan and Filing 2 recording date, City file numbers SUB-2015-120 and SUB-2017-273, I move that the Planning Commission approve the requested two year extension for the Preliminary Plan until April 19, 2022 and a two year extension for Filing 2 until December 11, 2022."

Commissioner Susuras seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

4. Augustine Blue Rezone File # RZN-2020-110

Consider a Request by Kyle Berger and Mark Beckner to Rezone Three Properties of a Total of 10.86 acres Currently in R-1 (Residential - 1 du/ac), R-E (Residential - Estate), and R-R (Residential - Rural) Zone Districts to an R-2 (Residential - 2 du/ac) Zone District located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property.

Commissioner Teske recused himself from this item.

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Staff Presentation
Lance Gloss, Associate Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Chairman Reece asked a question regarding access to the property.

Commissioner Wade asked a question regarding the business Rooted Gypsy.

Applicant's Presentation
The Applicant, Mark Beckner, did not submit a presentation but was present and available for questions.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

Public comment was received from Sandra Adcox. No additional comment was submitted.

The public hearing was closed at 7:17 p.m. on April 14, 2020.

Discussion
Commissioner Gatseos asked a question regarding the rezone criteria that have been met.

Commissioner Ehlers asked a question regarding the rezone application versus the subdivision application. Commissioner Ehlers made a comment on the administrative subdivision process.

Motion and Vote
Commissioner Scissors made the following motion, "Madam Chairman, on the Rezone request RZN-2019-585, I move that the Planning Commission forward a recommendation of approval for the rezone of three parcels at 2576 Tahoe Drive, 2574 Tahoe Drive, and an adjacent unaddressed parcel from a R-E (Residential – Estate), R-R (Residential – Rural), and R-1 (Residential – 1 du/ac) zone district to a R-2 (Residential, 2 du/ac) zone district, with the findings of fact listed in the staff report."

Commissioner Susuras seconded the motion. Chairman Reece called a roll call vote:

Commissioner Ehlers YES

DRAFT

Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Wade YES
Chairman Reece YES

The motion carried 6-0.

5. The Riverfront at Dos Rios Rezone to PD and ODP File # PLD-2020-121

Consider a request by the City of Grand Junction for a Rezone/Amendment to the Planned Development (PD) zone district and Outline Development Plan (ODP) for the Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue.

Staff Presentation

Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff

Commissioner Reece asked a question regarding the location's relationship to the railyard.

Commissioner Ehlers asked a question regarding the original plan.

Commissioner Reece asked a question regarding access.

Public Comment

The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

Public comment was received from Mary Morfin. No additional public comment was received.

The public hearing was closed at 7:29 p.m. on April 14, 2020.

Discussion

None.

DRAFT

Motion and Vote
Commissioner Wade made the following motion, "Madam Chairman, on the Rezone and Amendment to Planned Development (PD) with a BP (Business Park) default zone district and an Outline Development Plan for a mixed use development known as the Riverfront at Dos Rios, file number PLD-2020-121, 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 Gatseos seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

6. Goose Down Right-of-Way Vacation File # VAC-2020-51

Consider a request by Terry DeHerrera to Vacate an approximate 30-foot wide by 675-feet long portion of 29 5/8 Road abutting the Northeastern Property Line of the Property Located at 359 29 5/8 Road.

Staff Presentation
Scott Peterson, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Commissioner Scissors asked a question regarding Item 4 in the Analysis, especially as it pertains to the safety aspect and the public comments that were received.

Chairman Reece asked a question regarding the 30-foot right-of-way and the plans for it in the future.

Commissioner Gatseos asked a question about the access to 29 ½ Road.

Applicant's Presentation
The Applicant's representative, Ted Ciavonne, was virtually present in the meeting. Mr. Ciavonne did not supply a presentation but was available for questions.

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Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

Public comment was received from Mark Gardner, Ed Gardner, Bruce Queen, and Brianne Leota. No additional public comment was received.

The public hearing was closed at 7:43 p.m. on April 14, 2020.

Discussion
None.

Motion and Vote
Commissioner Gatseos made the following motion, "Madam Chairman, on the request to Vacate an approximate 675 lineal foot portion of 29 5/8 Road, located at 359 29 5/8 Road, City file number VAC-2020-51, 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 Ehlers seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

7. Zoning Code Amendment – Planned Developments File # ZCA-2020-121
Consider a Request by the City of Grand Junction to Amend Title 21 of the Grand Junction Municipal Code to modify and clarify provisions governing the Planned Development (PD) Zone District.

Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

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Questions for Staff
None.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

Public comment was received by Ted Ciavonne.

The public hearing was closed at 7:50 p.m. on April 14, 2020.

Discussion
Chairman Reece and Commissioners Ehlers and Scissors stated their support for the proposed amendments

Motion and Vote
Commissioner Scissors made the following motion, "Madam Chair, on the Zoning and Development Code Amendments, ZCA-2020-121, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report."

Commissioner Wade seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

8. Zoning Code Amendment – B-1 Setback Reduction File # ZCA-2020-172
Consider a request by the City of Grand Junction to amend Title 21 of the Grand Junction Municipal Code regarding setbacks in the B-1: Neighborhood Business Zone District.

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

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Questions for Staff
Chairman Reece stated that this is an item the Planning Commission has workshopped and reviewed for the past few weeks.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No public comment was received.

The public hearing was closed at 7:56 p.m. on April 14, 2020.

Discussion
None.

Motion and Vote
Commissioner Wade made the following motion, "Madam Chair, on the B-1 setback reduction, City file number ZCA-2020-172, 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. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

9. Other Business
None.

10. Adjournment
The meeting was adjourned at 8:00 p.m.

DRAFT

GOOSE DOWNS NEIGHBORHOOD MEETING
October 15, 2019 @ 5:30pm
NOTES

A Neighborhood Meeting was held on October 15, 2019 regarding a Right of Way Vacation and Preliminary/Final Subdivision.

In Attendance:
Representatives: Terry DeHerrera (Owner)
Ted Ciavonne & Mallory Reams (Ciavonne, Roberts & Associates Inc.)
Scott Peterson (City of Grand Junction)

About 9 Neighbors attended the meeting and had the following comments and concerns:

- So we will have to navigate through this neighborhood in order to get to our homes? – Yes. At least until C ½ & 29 5/8 gets built.
- That won't work. Farmers use this road with their tractors. We also have trucks with trailers and the diagonal is the easiest way for transportation.
- What's the purpose of cutting this road off? Why is the city and county concerned with straightening the road out? – The City and the County have a road map (transportation plan) and this is one of the roads they would like to vacate. They prefer north-south, east-west whenever possible.
- What will happen to the triangle piece to the north? – They will get the other ½ of the Right of Way.
- How long has that road been going through there? Can't it be grandfathered in? – Not exactly sure how long, but no it can't be grandfathered in.
- Does the owner of the Triangle piece want to vacate? – Yes.
- Is 29 5/8 county owned Right of Way? – Neighbors think it is, Terry and Scott said No.
- Shouldn't the county and the city have these roads figured out by now? – They do on their circulation plan.
- What if we the neighbors say "No" to selling (annexing) our property? – That is your choice, but the City will still own the Right of Way.
- Anything we can do to say "No" to this project? – Yes, you can go to the hearings once they are scheduled and stand up and speak against the project then.
- There is a tremendous amount of wildlife (Birds, deer, fox, etc.) that go through this area. Have you taken that into account? – We are not required to do any sort of studies on the impacts of wildlife. The city created a 201 Boundary and identified areas that will be developed and this is in that Boundary
- Concerned about the subdivision lights being too bright, ruining the night sky. They prefer the dark/rural life. – Sometimes we can get the city to reduce the # of lights located within the subdivision. The lights are also required to point down.

- Concerned about construction noise and dust/dirt everywhere. Also concerned with traffic increasing and crime rates going up when finished.
- Will 29 5/8 be paved? – 29 5/8 will get a half road. Everything else in grey on our plan will be paved.
- Will our property (northern most property on 29 5/8) remain dirt and not get a driveway anymore? – No, we more than likely will have to pave up to our last lot, but then put gravel up to your lot, but no curb, gutter, or sidewalk.
- What kind of housing will it be? – Single family detached. Similar to the subdivision to the east.
- It can't be apartments? – No, R-4 does not allow apartments, only duplex style. Would have to go through a Rezone.
- What about utilities? – Only if the lines are under serviced would we need to change them. Otherwise nothing happens to yours.
- Irrigation ditch in South right of way, what will happen to it? – Nothing.
- C ½ Road will happen? – Eventually
- What will happen to 29 5/8 half Road? – It will remain as a half road. It is the responsibility of the R-8 property to the east to develop the other half.
- What about speed limit signs and speed bumps? – The city is against using speed bumps, but there will be speed limit signs.

SIGN-IN SHEET

GOOSE DOWNS NEIGHBORHOOD MEETING

Tuesday October 15, 2019 @ 5:30pm

FOR: Prelim/Final Sub & ROW Vacation

NAME	ADDRESS	PHONE # OR EMAIL
Scott D. Peterson	City Planning	ScottP@GJCity.org
Edward Garoner	935 Lakeside Ct	MudMan1935@aol.com
Ora Queen	372 29 5/8 Rd	oqueen1157@gmail.com
Brianne Leota	364 29-5/8 RD	~~bre~~ breleota@gmail.com
Jerry Carlson		
Lewis Knez	356 29 5/8 Rd.	629-5196
Mark Gardner	2937 D Rd	whitch20@acsdl.net
Terry DeHerrera	2693 Continental Dr.	cofistman@aol.com
Jacob Knez		
John & Pam Moore	2975 C 1/2 Rd	Pamdtm@hotmail.com

CITY OF Grand Junction COLORADO

PUBLIC WORKS & PLANNING

Development Application

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

Petition For: Vacation - Right-of-way

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

Existing Land Use Designation | Existing Zoning

Proposed Land Use Designation | Proposed Zoning

Property Information

Site Location: 359 29 5/8 Road Grand Junction, CO 81504 | Site Acreage: 13.23

Site Tax No(s): 2943-201-00-105 | Site Zoning: R-4

Project Description: to vacate half (½) the right-of-way of the curve portion of 29 5/8 Road

Property Owner Information	Applicant Information	Representative Information
Name: Terry D DeHerrera	Name: Terry D DeHerrera	Name: Ciavonne, Roberts & Assoc.
Street Address: 2693 Continental Dr.	Street Address: 2693 Continental Dr.	Street Address: 222 Nth 7th Street
City/State/Zip: G.J CO 81506	City/State/Zip: G.J CO 81506	City/State/Zip: G.J CO 81501
Business Phone #: 234-3201	Business Phone #: 234-3201	Business Phone #: 241-0745
E-Mail: COfishman@aol.com	E-Mail: COfishman@aol.com	E-Mail: ted@ciavonne.com
Fax #: n/a	Fax #: n/a	Fax #: n/a
Contact Person: Terry D DeHerrera	Contact Person: Terry D DeHerrera	Contact Person: Ted Ciavonne
Contact Phone #: 234-3201	Contact Phone #: 234-3201	Contact Phone #: 241-0745

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

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

Signature of Person Completing the Application | Date 9-26-19

Signature of Legal Property Owner | Date 9/26/19

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) TERRY D DEHERRERA, am the owner of the following real property:

(b) 359 29 5/8 Road Grand Junction, Colorado 81504
(2943-201-00-105)

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

◉ I am the sole owner of the property.

○ I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) ROW VACATION pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) none

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

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

Owner signature as it appears on deed: [signature]

Printed name of owner: Terry Deherrera

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 26th day of September, 2019

by Terry Deherrera

Witness my hand and seal.

My Notary Commission expires on 4-4-23

CATHRYN BRECKHEIMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20194013068
My Commission Expires April 4, 2023

[signature]
Notary Public Signature

2 PAGE DOCUMENT

Recorded at _____ o'clock _____ M., _____
Reception No. _____ _____ Recorder

QUITCLAIM DEED

Grantor(s) **Terry D. DeHerrera and Kelly A. DeHerrera** whose address is , **2805 Cottage Lane, Grand Junction, CO 81506*** County of **Mesa** State of **Colorado**, for the consideration of Ten Dollars, in hand paid, hereby sell(s) and quitclaims to **Terry D. DeHerrera**

581

BOOK3121 PAGE581

2068362 07/29/02 0424PM
MONIKA TODD CLK&REC MESA COUNTY CO
RECFEE $10.00
DOCUMENTARY FEE $NO FEE

whose address is **2805 Cottage Lane, Grand Junction,*** County of **Mesa**, and State of **Colorado**, the following real property, in the County of **Mesa**, and State of Colorado, to wit:

See Exhibit A attached hereto and made a part of

also known as street and number: **359 29 5/8 Road, Grand Junction, CO 81504**

assessor's schedule or parcel number: **2943-201-00-105**
with all its appurtenances

Signed this 29th day of July, **2002**.

Terry D. DeHerrera

Kelly A. DeHerrera

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

The foregoing instrument was acknowledged before me this 29th day of July, **2002** by **Terry D. DeHerrera and Kelly A. DeHerrera**

Witness my hand and official seal.
My commission expires: My Commission Expires April 17, 2004

Notary Public

*If in Denver, insert "City and"

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

No. 898. Rev. 4-94. QUITCLAIM DEED (Short Form)
SMS Vision Form SDD05CO Rev. 09/17/97

Exhibit A BOOK3121 PAGE582

Commencing at the Northwest corner of the Southwest Quarter Northeast Quarter of Section 20, Township 1 South, Range 1 East, Ute Meridian, from whence the Northeast corner of the Southwest Quarter Northeast Quarter of said Section 20 bears S 89°56'28" E 1314.72 feet distance for a basis of bearings, all bearings hereon relative thereto;
thence S 00°10'30" W 50.00 feet;
thence N 89°56'28" E 30.00 feet to the point of beginning;
thence S 89°56'28" E 45.82 feet;
thence S 70°46'38" E 64.85 feet to the beginning a horizontal curve;
thence along said curve to the right with a radius of 220.00 feet and a length of 93.59 feet, whose chord bears S 58°35'24" E 92.89 feet;
thence S 46°24'10" E 345.91 feet to the beginning a horizontal curve;
thence along said curve to the right with a radius of 470.00 feet and a length of 346.75 feet, whose chord bears S 25°16'02" E 338.94 feet;
thence N 85°52'05" E 5.00 feet;
thence S 04°01'25" E 210.13 feet;
thence S 00°30'53" W 8.63 feet;
thence N 89°54'45" W 136.00 feet;
thence S 00°05'15" W 320.29 feet;
thence S 89°54'45" E 131.82 feet to a point of a non tangent horizontal curve;
thence along said curve to the left with a radius of 50.00 feet and a length of 125.92 feet, whose chord bears S 17°45'59" E 95.18 feet;
thence N 89°54'45" W 629.33 feet;
thence N 00°10'30" E 1242.71 feet to the point of beginning.

Goose Downs Subdivision
Vacation of ROW
January 27, 2020
Project Description

Project Overview
There are 13.23 acres currently located at 359 29 5/8 Road. At present, Terry Deherrera owns the property and will also be developing it.

This proposal is to vacate half (1/2) the right-of-way of the curve portion of 29 5/8 Road.

A. Project Description
Location and Site Features
- The parcel is located between 29 ½ Road and 29 5/8 Road, south of C 2/3 Road. It is zoned R-4 within the City of Grand Junction.
- There is an 18" sanitary sewer main in C ¾ Road, and an 8" main in 29 5/8 Road. There is a 12" water main in C ¾ Road supplied by Ute Water.
- There is an existing metal, commercial office building on site, but will be removed prior to subdivision.
- The site is generally flat, sloping southeast.
- There is a freshwater pond and wetlands on the south end of the property.

Existing Zoning
- The parcel is zoned R-4.

B. Public Benefit:
- The removal of unnecessary city ROW; the addition of taxable real estate;
- Infill development that utilizes existing infrastructure;

C. Neighborhood Meeting
A Neighborhood Meeting was held on October 15, 2019. Notes are included with submittal package.

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 RSF-R/R-8 (single family residence/agriculture) to the north, R-R (sand and gravel operations) to the west, RSF-R (single family residence) to the east, and RSF-R (single family residence) to the south.

3. Site Access and Traffic

There are currently two access points off of 29 5/8 Road. The proposed accesses will be off of C ¾ Road, 29 5/8 Road, and C ½ Road.

4 & 5. Availability of Utilities and Unusual Demands

There is an 18" sanitary sewer main (supplied by the City of Grand Junction) in C ¾ Road, and an 8" main in 29 5/8 Road. There is a 12" water main in C ¾ Road supplied by Ute Water.

6. Effects On Public Facilities

Future development of these properties will have expected, but not unusual impacts on the fire department, police department, and the public school system.

7. Site Soils

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

8. Site Geology and Geologic Hazards

N/A

9. Hours of Operation N/A

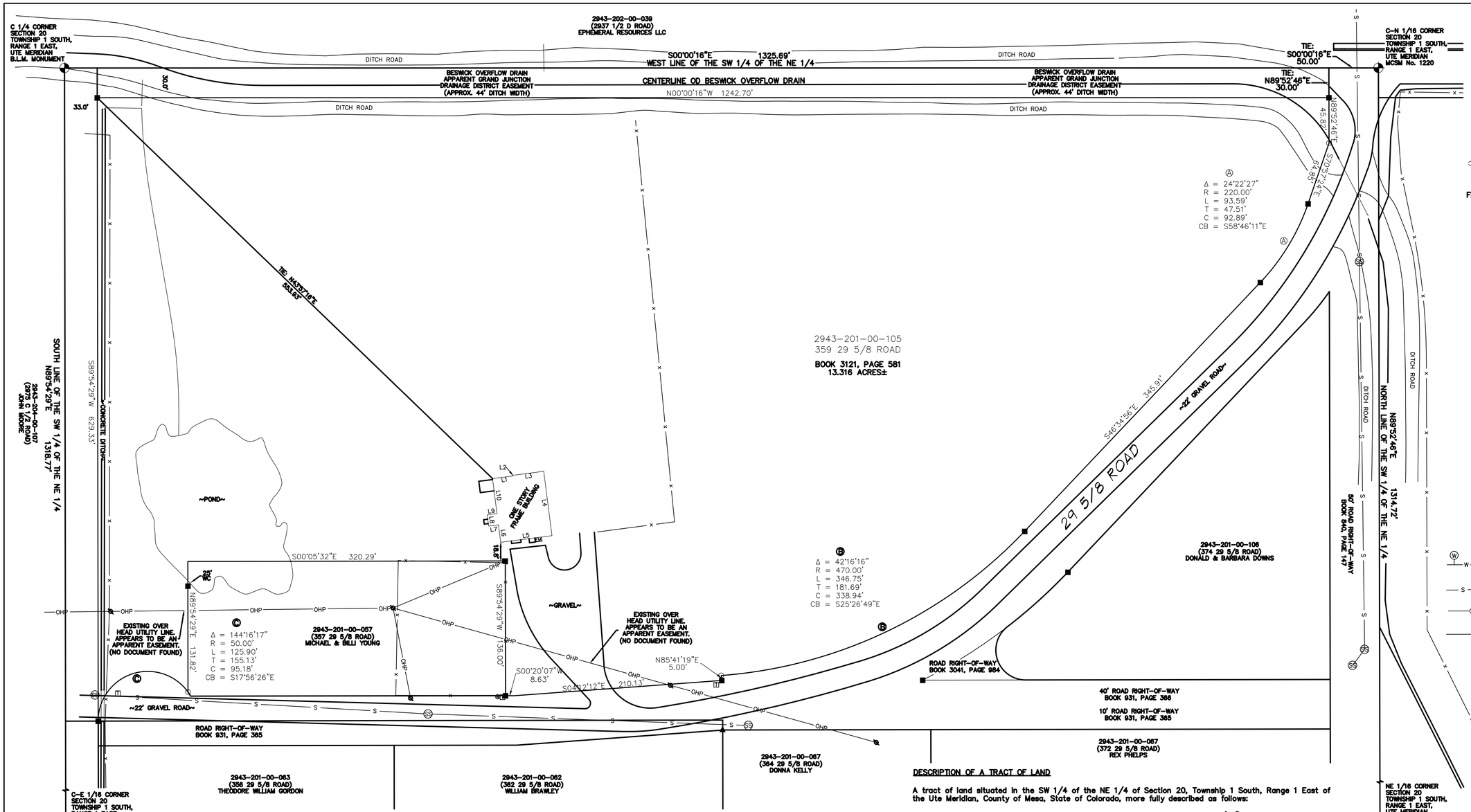
10. Number of Employees N/A

11. Signage Plans N/A

12. Irrigation

E. Development Schedule and Phasing

- Submit ROW Vacation –Winter 2020
- Submit Prelim/Final Subdivision – Winter/Spring 2020



LEGEND

●	SET THIS SURVEY, 5/8" REBAR WITH CAP MARKED PLS 19597.
■	FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED PLS 33650.
▲	FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED PLS 24320.
○	FOUND THIS SURVEY, 5/8" REBAR WITHOUT CAP.
◔	FOUND IN PLACE, MONUMENT AS DESCRIBED.
M.C.S.M.	MESA COUNTY SURVEY MONUMENT.
B.L.M.	BUREAU OF LAND MANAGEMENT.
S.F.	SQUARE FEET.
AC.	ACRES.
WC	WITNESS CORNER.
RM	REFERENCE MARKER.
T	TELEPHONE PEDESTAL.
EM	ELECTRIC METER.
W — WM —	WATER LINE, METER AND MANHOLE.
S — SS —	SANITARY SEWER LINE AND MANHOLE.
OHP — ø	OVERHEAD POWER LINE AND POWER POLE.
x — x	WIRE FENCE.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N07°19'25"W	21.00'
L2	S82°40'35"W	0.66'
L3	N07°19'25"W	31.22'
L4	N82°40'35"E	65.56'
L5	S07°19'25"E	52.22'
L6	S82°40'35"W	17.80'
L7	S07°19'25"E	10.00'
L8	S82°40'35"W	11.50'
L9	N07°19'25"W	10.00'
L10	S82°40'35"W	35.60'

LAND SURVEY DEPOSIT

Mesa County Surveyor's Office

Date _____

Book _____, Page _____

Deposit No. _____

SURVEYOR'S CERTIFICATE

I, Dean E. Ficklin, an employee of Vista Engineering Corporation. and a Professional Land Surveyor, licensed under the laws of the State of Colorado, do hereby state that this plat has been prepared by me and/or under my direct supervision and represents a field survey. This statement is only applicable to the survey data hereon, and does not represent a warranty or opinion as to ownership, lienholders or quality of title.

COLORADO REGISTERED DEAN E. FICKLIN 19597 PROFESSIONAL LAND SURVEYOR

Dean E. Ficklin
P.L.S., 19597

NOTES:

1. Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon a defect in this survey be commenced more than ten years from the date of certification shown hereon.
2. Basis of Bearing: The west line of the SW 1/4 of the NE 1/4 of Section 20, Township 1 South, Range 1 East, Ute Meridian, having a grid bearing of S 00°00'16" E and is monumented on the ground as shown on this Plat. The origin for this basis of bearings hereon is based on the grid bearings of the Mesa County SIMSLCS network.
3. Lineal units are United States Survey Feet.
4. Existing property corners which were recovered during this survey which were within 0.25 feet± of the position of record were accepted as being in the proper location as shown by record.
5. This survey does not constitute a title search by this surveyor or Vista Engineering Corp. All information regarding ownership, rights-of-way, easements of record, adjoinors, and other documents that may affect the quality of title to this property is from a title policy issued by Abstract & Title Co. of Mesa County, Inc., Commitment No. 00920632 C, dated September 8, 2007.
6. This map is based on a field survey performed by Vista Engineering Corp. dated July 31, 2007.
7. Posted address: 359 29 5/8 ROAD, Grand Junction, Colorado.
7. The location of underground utilities as shown hereon are based on visible evidence from above ground structures and additional underground utilities may exist.

DESCRIPTION OF A TRACT OF LAND

A tract of land situated in the SW 1/4 of the NE 1/4 of Section 20, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, more fully described as follows:

Beginning at the northwesterly corner of a tract of land, which bears S 00°00'16" E, 50.00 feet and N 89°52'46" E, 30.00 feet from the C–N 1/16 corner of Section 20, Township 1 South, Range 1 East of the Ute Meridian and considering the west line of the SW 1/4 of the NE 1/4 of said Section 20 to bear S 00°00'16" E, with all other bearings contained herein relative thereto;

1. Thence N 89°52'46" E, 45.82 feet;
2. Thence S 70°57'24" E, 64.85 feet;
3. Thence southeasterly 93.59 feet along the arc of a circular curve to the right with a radius of 220.00 feet, a delta of 24°22'27", and a chord bearing S 58°46'11" E, 92.89 feet;
4. Thence S 46°34'56" E, 345.91 feet;
5. Thence southeasterly 346.75 feet along the arc of a circular curve to the right with a radius of 470.00 feet, a delta of 42°16'16", and a chord bearing S 25°26'49" E, 338.94 feet;
6. Thence N 85°41'19" E, 5.00 feet;
7. Thence S 04°12'12" E, 210.13 feet;
8. Thence S 00°20'07" W, 8.63 feet;
9. Thence S 89°54'29" W, 136.00 feet;
10. Thence S 00°05'32" E, 320.29 feet;
11. Thence N 89°54'29" E, 131.82 feet;
12. Thence southeasterly 125.90 feet along the arc of a circular curve to the left with a radius of 50.00 feet, a delta of 144°16'17", and a chord bearing S 17°56'26" E, 95.18 feet;
13. Thence S 89°54'29" W, 629.33 feet;
14. Thence N 00°00'16" W, 1242.70 feet to the point of beginning.

Tract of land, as described above contains 13.316 acres more or less.

IMPROVEMENT SURVEY PLAT

359 29 5/8 ROAD, GRAND JUNCTION, COLORADO.

W 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO.

VISTA ENGINEERING CORP. GRAND JUNCTION, COLORADO

SCALE:	JOB NO:	DATE:	SHEET NO:
1" = 50'	4282.00-03	9-21-07	1 of 1

RIGHT OF WAY VACATION

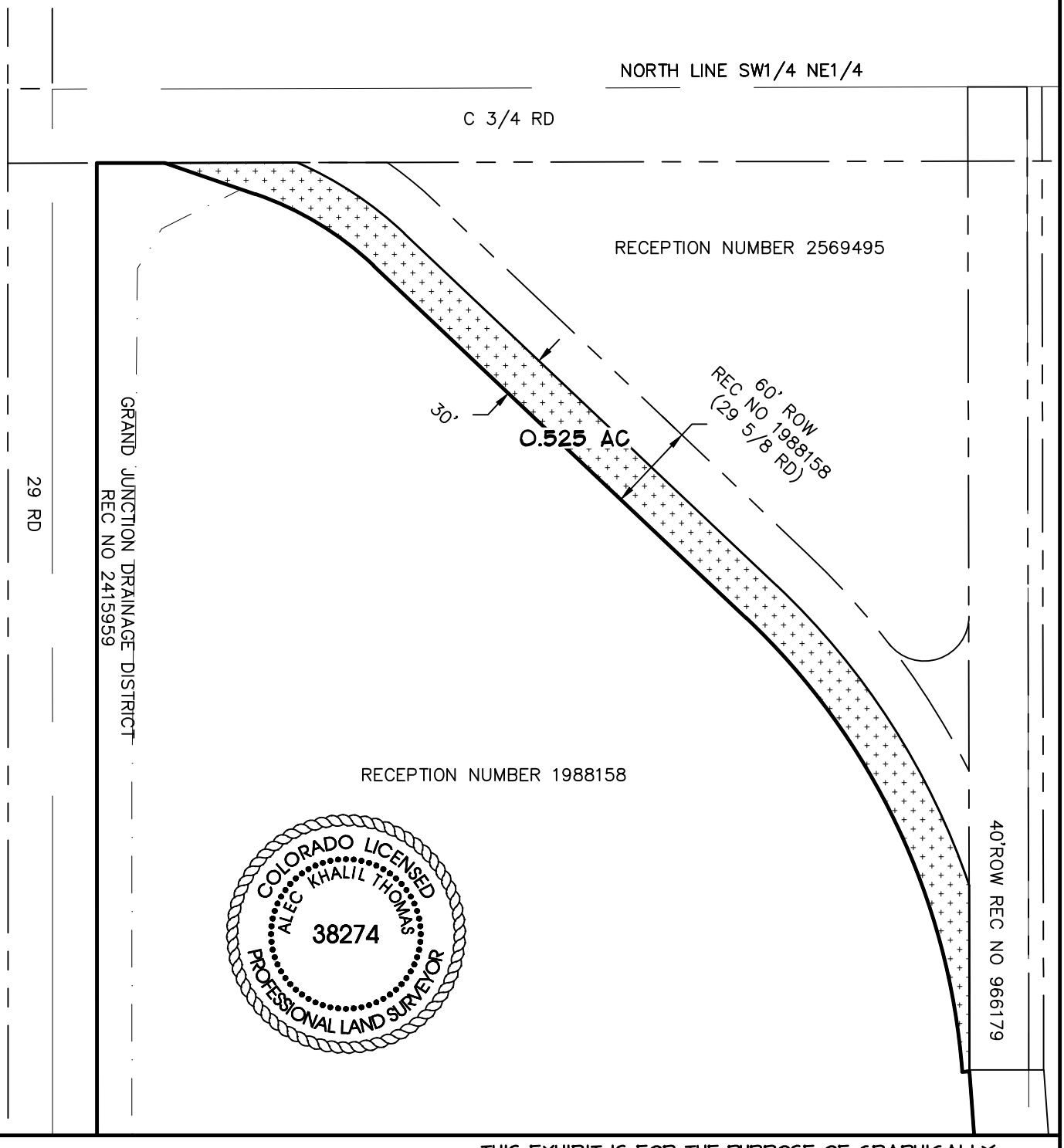
A parcel of land being a portion of Right-of-Way as recorded at Reception Number 1988158, said portion lying southwesterly of those lines parallel with and 30' northeasterly from the tangential southwesterly lines of said parcel and southwesterly of those curves concentric with and 30' northeasterly from the curved southwesterly lines of said parcel and its northwesterly and southeasterly continuation thereof, situated in the southwest quarter of the northeast quarter of Section 20 Township 1 South, Range 1 East, of the Ute Meridian, County of Mesa, State of Colorado,

Containing 22875.94 Square feet, 0.525 acres more or less.

This description was prepared by:
Alec K. Thomas
Colorado P.L.S. 38274
744 Horizon Court - #110
Grand Junction, CO 81506

NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original.

EXHIBIT A



COLORADO LICENSED
ALEC KHALIL THOMAS
38274
PROFESSIONAL LAND SURVEYOR

1" = 100'

0 100

U.S. Survey feet

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

RIVER CITY CONSULTANTS
744 Horizon Court, Suite 110
Grand Junction, CO 81506
Phone: 970.241.4722
Fax: 970.241.8841
www.rccwest.com

Drawn: CVW	Checked: AKT	01/22/2020	Job No. 1858- 001

City of Grand Junction
Review Comments

Date: February 27, 2020 **Comment Round No.** 1 **Page No.** 1 of 4
Project Name: Goose Downs Subd. – ROW Vacation **File No:** VAC-2020-51
Project Location: 359 29 5/8 Road

Check appropriate [X] **if comments were mailed, emailed, and/or picked up.**

Property Owner(s): Terry DeHerrera
[ ] **Mailing Address:** 2693 Continental Drive, Grand Junction, CO 81506
[X] **Email:** cofishman@aol.com **Telephone:** (970) 234-3201
[ ] **Date Picked Up:** _____ **Signature:** _____

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

Developer(s):
[ ] **Mailing Address:**
[ ] **Email:** **Telephone:**
[ ] **Date Picked Up:** _____ **Signature:** _____

CITY CONTACTS

Project Manager: Scott D. Peterson, Senior Planner
Email: scottp@gjcity.org **Telephone:** (970) 244-1447

Dev. Engineer: Jarrod Whelan
Email: Jarrodw@gjcity.org **Telephone:** (970) 244-1443

City of Grand Junction
REQUIREMENTS
(with appropriate Code citations)

CITY PLANNING

1. Proposal is for Vacation of half the right-of-way of the curve portion of 29 5/8 Road, 22,875 +/- sq. ft. or 0.525 +/- acres as part of the proposed Goose Downs residential subdivision. Existing zoning for the adjacent property (359 29 5/8 Road) is R-4 (Residential – 4 du/ac) and the Comprehensive Plan Future Land Use Map designates the property as Residential Medium Low (2 – 4 du/ac). No additional response required.

Applicant's Response:
Document Reference:

2. Annexation of 29 5/8 Road:
City of Grand Junction will process an Annexation request in the near future to annex a portion of the 29 5/8 Road right-of-way located to the east of the applicant's property. After the right-of-way is annexed into the City, the applicant can then request to vacate another separate portion of the platted right-of-way/cul-de-sac as part of the Preliminary Plan application, if applicable. Anticipated timeframe of the annexation of right-of-way could be four (4) months.
Applicant's Response:
Document Reference:

3. Legal Description & Map Exhibit of Vacation Area:
Interim City Surveyor has reviewed the submitted metes/bounds legal description and map exhibit for proposed vacation area. Once revisions are completed, submit WORD document of legal description and have applicant's Surveyor sign and stamp map exhibit and submit for review in preparation for City Resolution preparation. Once City Resolution has been reviewed and approved by City Council, document will be recorded in the office of the Mesa County Clerk & Recorder. Applicant will be responsible for all associated recording fees.
Code Reference: IV-2 of the SSIDS Manual.
Applicant's Response:
Document Reference

4. Vacation Request:
FYI. Proposed vacation request (City file # VAC-2020-51) for the 29 5/8 Road right-of-way at the curve is scheduled to be heard by the Planning Commission on April 14, 2020 and City Council on May 20, 2020. City Project Manager will notify applicant if for any reason this schedule would change. If applicant cannot attend these hearing dates, please notify City Project Manager for alternative dates.
Code Reference: Section 21.02.100 of the Zoning & Development Code.
Applicant's Response:
Document Reference:

CITY DEVELOPMENT ENGINEER

No Exceptions Taken.
Applicant's Response:
Document Reference:

INTERIM CITY SURVEYOR – Jodie Grein – jodie@rcegj.com (970) 243-8311

Legal Description:

1. Believe you can remove the statement "and its northwesterly and southeasterly continuation thereof", don't think it is necessary.

Exhibit

1. Change reception number on southwest property to current deed.

Applicant's Response:
Document Reference:

CITY FIRE DEPARTMENT – Matt Sewalson – mattse@gjcity.org (970) 549-5855

Grand Junction Fire Department's Fire Prevention Bureau has no comments.
Applicant's Response:
Document Reference:

CITY ADDRESSING – Pat Dunlap – patd@gjcity.org (970) 256-4030

No comments.
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 (970) 244-1651

MCBD has no objections to this project.
Applicant's Response:

Review Agency: Xcel Energy
Contact Name: Brenda Boes
Email / Telephone Number: Brenda.k.boes@xcelenergy.com (970) 244-2698

Xcel has no objections at this time, as we have no utilities in this area.
Applicant's Response:

Review Agency: Ute Water Conservancy District
Contact Name: Jim Daugherty
Email / Telephone Number: jdaugherty@utewater.org (970) 242-7491

No objection to VAC ROW.
Applicant's Response:

Review Agency: Grand Valley Drainage District
Contact Name: Tim Ryan
Email / Telephone Number: tim.admin@gvdd.org (970) 242-4343

The District has no objection to the vacation, however, our easement – Reception # 2415959, will need to be amended to fit the new property lines.
Applicant's Response:

Review Agency: Grand Valley Power
Contact Name: Perry Rupp
Email / Telephone Number: prupp@gvp.org (970) 242-0040

1. The project is in the Grand Valley Power (GVP) service area.
2. Any relocation of existing overhead power lines, poles, guy/anchors, underground lines, transformers or any other Grand Valley Power equipment is at the developer's expense.

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."

1. N/A.

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

1. Mesa County Engineering
2. Regional Transportation Planning Office (RTPO)
3. Grand Valley Irrigation Company
4. Mesa County Assessor's Office

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

1. **City Planning**
2. **Interim City Surveyor**

Date due: **May 27, 2020**

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**

Grand Junction Speaks
Published Comments for April 14, 2020 Planning Commission Meeting
Goose Downs Subdivision Right-of-Way Vacation

I’m the manager for Ephemeral Resources LLC and a neighbor to the proposed Goose Downs Subdivision right of way vacation.

Ephemeral has no issue with the proposed vacation.

04/14/2020 11:20 am

Mark Gardner, Whitewater Building Materials Corp.
940 S. 10th Street
Grand Junction, 81502

I’m the manager for FGE LLC and a neighbor to the proposed Goose Downs Subdivision right of way vacation.

FGE has no issue with the proposed vacation.

04/14/2020 11:17 am

Ed Gardner, Whitewater Building Materials Corp.
940 S. 10th Street
Grand Junction, 81502

I live at 372 29 5/8 Rd and am commenting on closing off 29 5/8rd this Rd has been here. From the 1930's and is used as a farm Rd by closing off Rd will make people that are farming on this Rd to take farm equipment thru the subdivision. One of the neighbors has a 20 ft wide swather that also have to go through subdivision. I think this would be dangerous to anyone or kids in subdivision and I am strongly suggest you think about issues that can arrise if close off farm Rd

04/14/2020 1:40 pm

Bruce Queen
372 29 5/8rd
Grand jct, 81504

I have attached a letter for viewing.

04/14/2020 3:22 pm

Brianne Leota
364 29-5/8 Road
Grand Junction, 81504

To the Grand Junction Planning Commission & Terry DeHerrera,

My name is Brianne Leota. My significant other Jerry Carlson and I am the current owners of the property at 364 29-5/8 Road.

It is unfortunate due to current circumstances with the corona virus that my neighbors and I can not attend this meeting. But since that is the case I felt that you all needed to hear the side of the story from the new owners of the properties that will be directly impacted by the new Goose Downs Subdivision.

I don't know how many of you have actually been down 29-5/8 Road and seen the little slice of country that was almost forgotten that is nestled in the middle of the city. Most of the native Grand Junction folks we have spoken too had no idea that a cute little neighborhood was at the end of this street. I can tell you when we first got here it was a mess. Our house in the eyes of most should have been knocked down and our yard looked like a dump. Our neighbors Bruce and Ora Queen at 372 had much of the same issues. Their yard was in worse shape than ours. We came down to look at the property and immediately fell in love with it's breathtaking views and the city of Grand Junction. So we left the overpopulated hustle and bustle of Salt Lake City in hopes of a slower, more peaceful, less crowed life style.

And we thought we had found it! Unfortunately none of us knew about the plans for a subdivision in our front yards. Ora spent a lot of time and energy getting the area around here cleaned up. From people dumping garbage everywhere to the meth farms that were down here. It is now a very peaceful, quiet little street. Needless to say none of us that live on this road were excited to hear that a new sub division was in the works. We were all very upset to hear at the meeting in October that the first goal of this subdivision was to annex our road and make us wind through the new neighborhood to get to 29-1/2 road.

It appears at current, from the documents on GJ Speaks and the information I have received from Scott that we will still be able to use the remaining 30 feet of this road as access to our properties. Which makes us all very grateful and happy for now.....

However, it sounds like this may only be temporary pending the development of Goose Downs moving forward at which point we would have to weave through this neighborhood to gain access to 29-1/2 road. To those of us that live on and use 29-5/8 road daily this seems unreasonable.

There is talk of IF/WHEN 374 sells out and becomes a subdivision (??, or is that meant to say part of the GD subdivision??) that this road would be completely annexed. Until that time comes if it does, we would all appreciate it if we could continue to use this road as our main access so we don't have to go through the neighborhood to get in and out. As far as the future

plans of the city go, pending further development that 29 5/8 road would then carry straight forward to C 3/4 road you can imagine our neighbors Bruce and Ora at 372 are REALLY not happy about that as this new road would be basically at their front porch.

I understand that all of this was previously approved in 2010. But back then 372 was a landscaping company not a residential home. I'm not sure who lived here at our property or if they cared about this but I can tell you that most of the residents that now reside on 29-5/8 do care.

The fact of the matter is that Terry owns his land and can do whatever he wants with it. And none of us have to like it. All we can do is ask that you take into consideration the people who love this area and live on this road now. Because we are all working very hard to make this our forever home and we don't plan on going anywhere anytime soon.

Here are a couple of my concerns with the new development that I would like to bring to your attention. I realize that most of this has nothing to do with this particular meeting. BUT all of these issues are a concern with this development moving forward. I am not trying to be difficult I just would like to give my input.

1 - Having to weave through this neighborhood to access our lots.

I would ask that you take into consideration leaving 29-5/8 Road as is, now AND in the future. A couple of our neighbors are farmers. To drive their giant farm equipment through a neighborhood is unrealistic. Not to mention the placement of the future proposal of 29-5/8 road and that it will be in the Queen's front yard.

2 - The beautiful view of the monument to the west of our property that will now be a neighborhood.

I would please ask that you might consider putting a 6 ft privacy fence up for all of us that live on 29-5/8 road on the west side of our property lines From Lew Knewtz's property to Bruce and Ora Queen's property to barricade the neighborhood view and all the extra people and traffic that we will be subjected to. I am very, very sad to be loosing this view.

3 - The impact to the wildlife in this area. Terry's land is home to a number of fun creatures that we have had the pleasure of watching. Deer, Rabbits, Squirrels, Birds etc.

We are hoping that these animals will find solace in our land but this will most likely scare them all away.

4 - One of my favorite parts about our land and where it is located is the night sky. The star gazing here is amazing! The new Golden Gate gas station on 29 road has already started to reduced this with their bright lights that pollute the night sky.

I would ask that you consider using only lights that are approved by the IDA (International Dark-Sky Association) for the future houses and street lamps that will be put up in this neighborhood. So that the impact of the light pollution will be kept to a minimum.

5 - Gas lines, I believe that in the previous meeting we asked if gas would be plumbed into this neighborhood. And if I recall the answer was yes.

I would ask that in doing so that a stub out is provided to each of us on this road.

6 - Street improvements, it is my understanding that the west side of 29-5/8 road will have all the necessary street improvements curbs, gutters and sidewalks but the east side would remain as is.

I would ask that you consider improving the full street to its entirety. On BOTH sides so as not to create problems with water run off and other potential problems on our side of the street.

I would like to thank you all for your time and consideration of these issues that matter to the people who will be directly impacted by this subdivision being built in our front yards. I hope you all have a good day.

Brianne Leota

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF THE 29 5/8 ROAD RIGHT-OF-WAY AS IDENTIFIED WITHIN RECEPTION NUMBER 1988158

LOCATED ADJACENT TO 359 29 5/8 ROAD

Recitals:

A vacation of a portion of right-of-way for 29 5/8 Road has been requested by the adjacent property owner, Terry DeHerrera in anticipation of future residential subdivision development. The existing right-of-way for 29 5/8 Road width is 60 feet and was conveyed in 2001 by Reception No. 1988158 within Mesa County jurisdiction. With this proposal, the Applicant is requesting to vacate 30 feet of the 60 feet width for the stretch of 29 5/8 Road at the intersection of C ¾ Road to the point where 29 5/8 Road aligns in a north/south direction; a point approximately 675 lineal feet southeast of the intersection of C ¾ Road. This area of right-of-way contains no existing utility infrastructure and the road surface is presently gravel.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate a portion of 29 5/8 Road as conveyed by Reception No. 1988158 is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED DEDICATED RIGHT-OF-WAY IS HEREBY VACATED SUBJECT TO THE LISTED CONDITIONS:

1. Applicant shall pay all recording/documentary fees for the Vacation Ordinance, any right-of-way/easement documents and/or dedication documents.

A parcel of land being a portion of Right-of-Way as recorded at Reception Number 1988158, said portion lying southwesterly of those lines parallel with and 30' northeasterly from the tangential southwesterly lines of said parcel and southwesterly of those curves concentric with and 30' northeasterly from the curved southwesterly lines of said parcel, situated in the southwest quarter of the northeast quarter of Section 20 Township 1 South, Range 1 East, of the Ute Meridian, County of Mesa, State of Colorado,

Containing 22875.94 Square feet, 0.525 acres more or less.

See Exhibit A.

Introduced on first reading this _____ day of _____, 2020 and ordered published in pamphlet form.

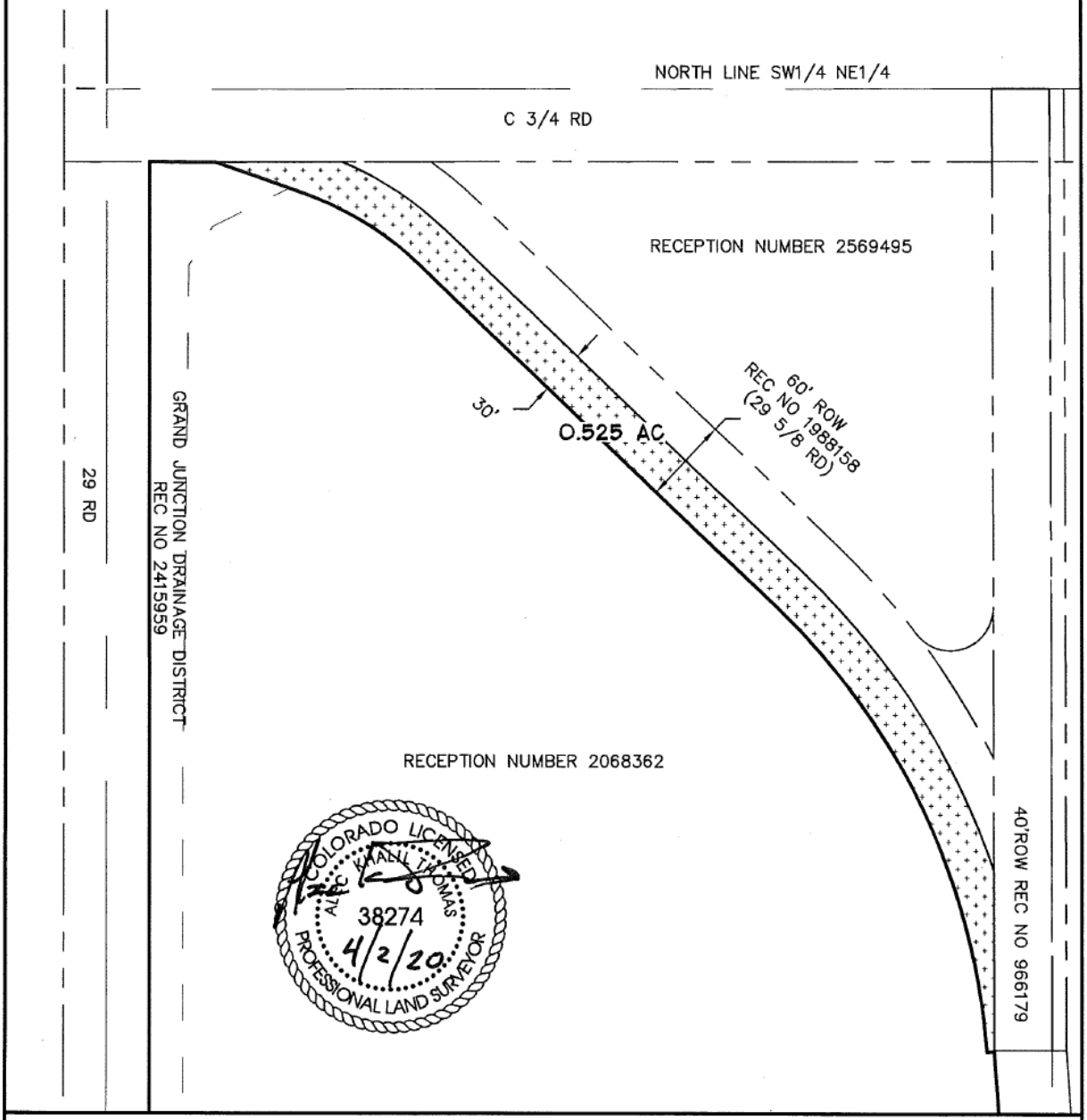
Adopted on second reading this _____ day of _____, 2020 and ordered published in pamphlet form.

ATTEST:

_____ _____

City Clerk Mayor

EXHIBIT A



1" = 100'

0 100

U.S. Survey feet

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

RIVER CITY CONSULTANTS
744 Horizon Court, Suite 110
Grand Junction, CO 81506
Phone: 970.241.4722
Fax: 970.241.8841
www.rccwest.com

Drawn:CVM	Checked:AKT	01/22/2020	Job No. 1858-001

Grand Junction City Council

Regular Session

Item #3.a.i.

Meeting Date: May 6, 2020

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

An Ordinance Rezoning the Horizon Villas Property from Planned Development (PD) to Residential - 8 du/ac (R-8) Located West of Horizon Glen Drive - **Continued to June 1, 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.

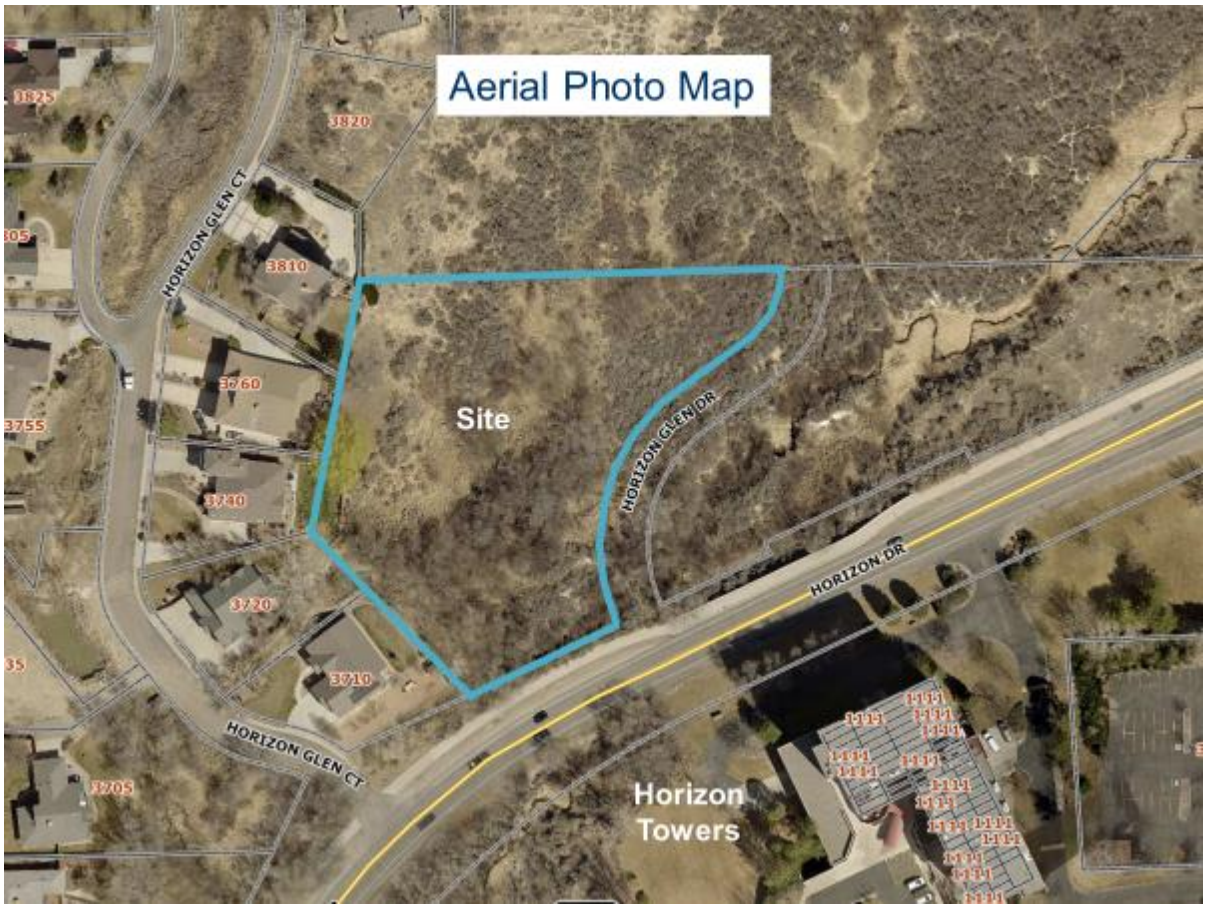
SUGGESTED MOTION:

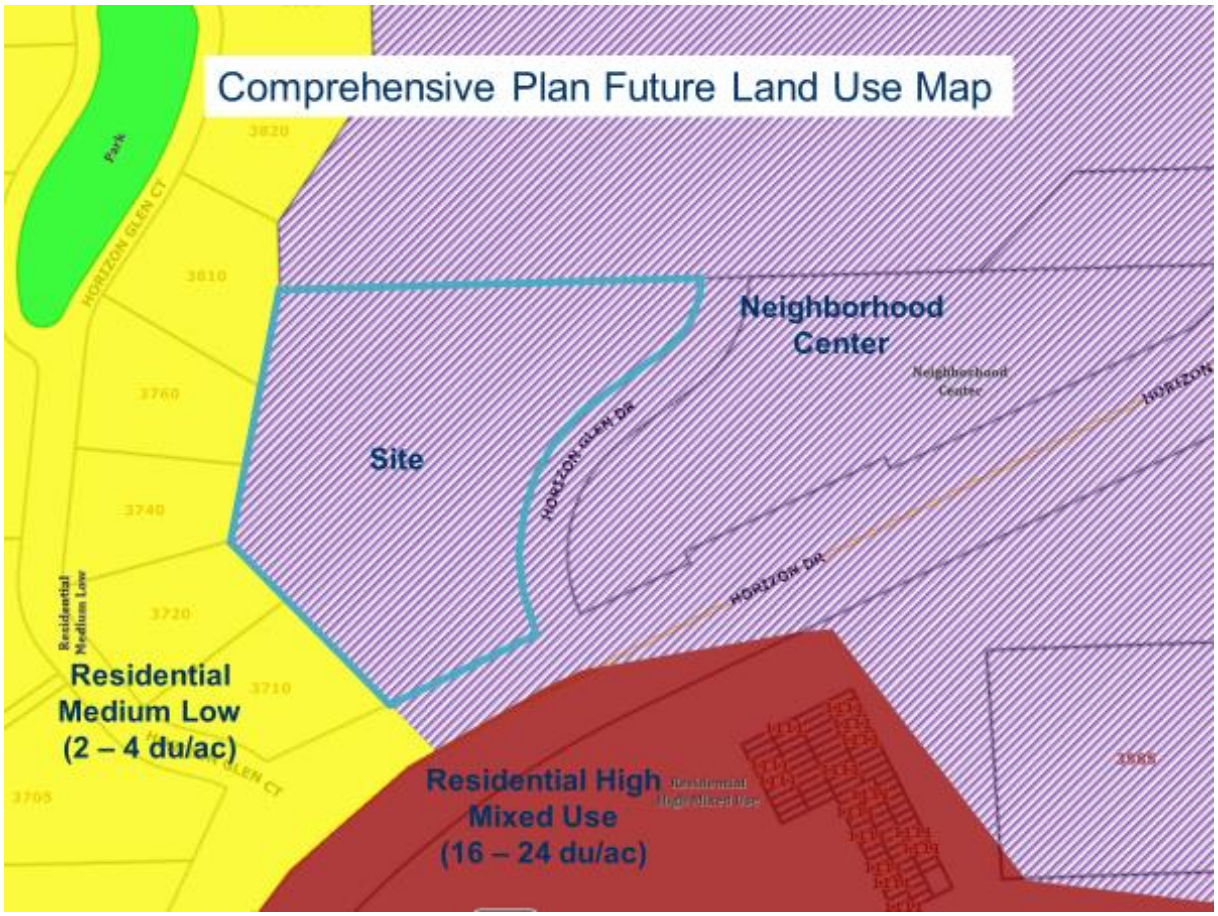
I move to introduce an ordinance rezoning the Horizon Villas property from PD (Planned Development) to R-8 (Residential - 8 du/ac) located west of Horizon Glen Drive and set a public hearing to June 1, 2020.

Attachments

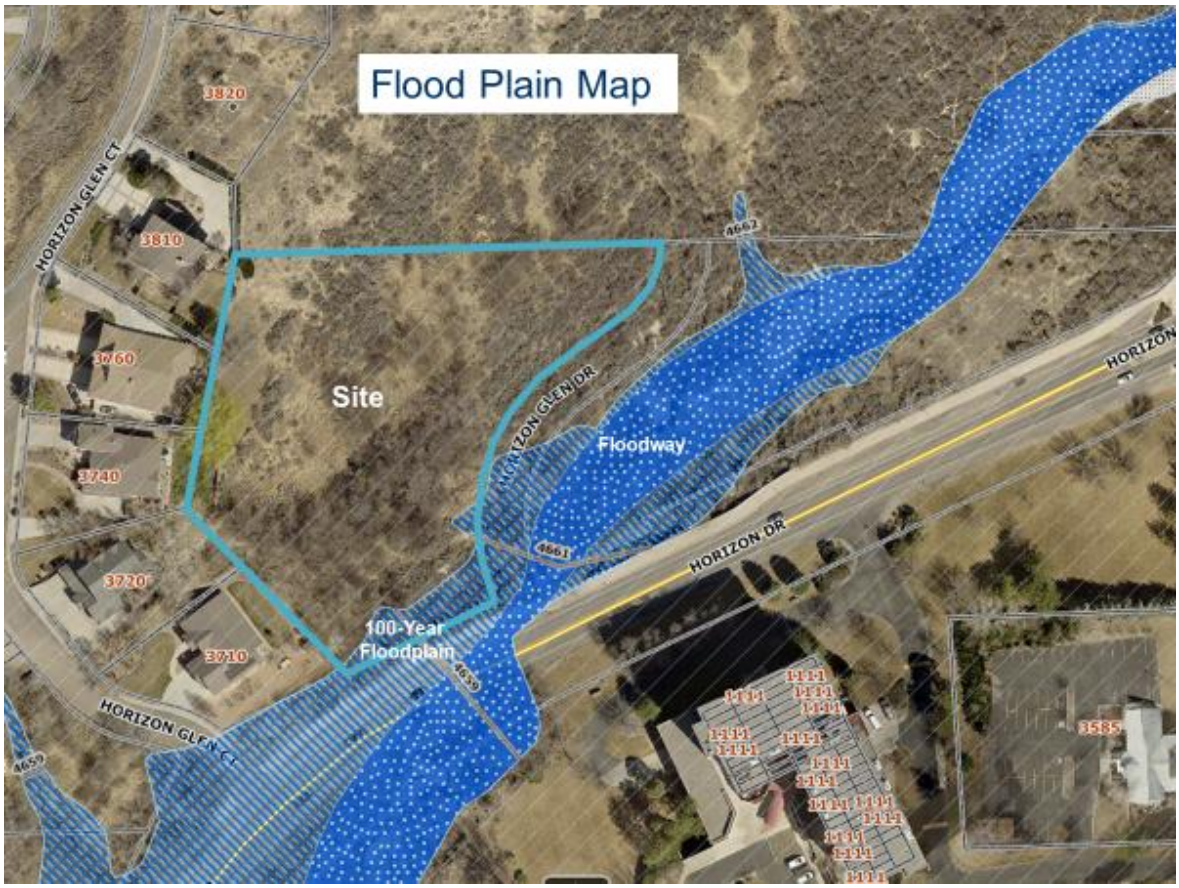
1. Site Location & Zoning Maps, etc
2. Development Application Dated 12-19-19
3. Subdivision Plat - Horizon Glen Subdivision As Amended
4. 1991 - Horizon Glen Outline Development Plan
5. July 3, 1991 - City Council Minutes - Horizon Glen Subd & ODP
6. Correspondence Received - Horizon Villas Rezone
7. Planning Commission Minutes - 2020 - February 25 - Draft
8. Zoning Ordinance

Site Location Map
G Road
G RD
G RD
TILLMAN DR
CLUB CT
Safeway
N 12TH ST
Horizon Drive
HORIZON DR
DAHLIA CT
Site
Horizon Towers
N. 12th Street
BUDLONG ST
E CLIFF DR
E CLIFF DR
PTARMIGAN
ROUND HILL DR
RIDGE DR


Aerial Photo Map
Site
HORIZON GLEN CT
HORIZON GLEN DR
HORIZON DR
HORIZON GLEN CT
Horizon
Towers
3825
3820
3810
3760
3755
3740
3720
3710
3705


Comprehensive Plan Future Land Use Map
Park
HORIZON GLEN CT
3820
3810
3760
3740
3720
3710
3705
Residential Medium Low
Residential Medium Low (2 – 4 du/ac)
Site
Neighborhood Center
HORIZON GLEN DR
HORIZON DR
Residential High Mixed Use (16 – 24 du/ac)

Existing Zoning Map
R-8
PD
Site
HORIZON GLEN CT
HORIZON GLEN DR
HORIZON DR
HORIZON GLEN CT
R-16
R-1


Flood Plain Map
3820
HORIZON GLEN CT
3810
3760
Site
3740
3720
3710
HORIZON GLEN DR
Floodway
HORIZON DR
100-Year
Floodplain
HORIZON GLEN CT
4662
4661
4659
4659
3585

View of property from Horizon Drive

CITY OF Grand Junction COLORADO
COMMUNITY DEVELOPMENT

Development Application

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

Petition For: 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 Nth 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@cbcwest.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.

☒ 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:

☒ 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.

☒ 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:

Printed name of person signing: Tim Foster.

State of Colorado)

County of Mesa) ss.

AMY BYNUM GRIMES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134062009
MY COMMISSION EXPIRES OCTOBER 8, 2021

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

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 S 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 Dive? – 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 CIAVONNE	222 N. 7th	ted@ciavonne.com
Lily + Bill Fitch	3760 Horizon Glen	lfitch50@gmail.com
		Bill@fitchcpa.com
ED & Diana RAFF	3710 Horizon Glen	dkraff55@charter.net
Lesley Penoyer & Jason McGlynn	3805 Horizon Glen	JBM127@MSN.com
Laurie McCauley & Michael Strange	3845 " "	lauriemccauley1@msn.com
LESLIE REDQUIST	689 Tilman Drive	patanaleslie@outlook.com
Kevin Triplett	3740 Horizon Ct.	triplettmusclecars@BRESNAN.NET
Joe & Stephanie Graham	3720 Horizon Glen Ct	stephanien sauvage@hotmail.com
Ché Boy-Matar	3830 Horizon Glen Ct.	cboymatar@gmail.com
Linda Scheve	1111 Horizon Dr. #608	G.J.
Jan Cartledge	1111 Horizon DR #504	"
Leonard & Lynne 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@Crossroads [illegible] 970 254-0606

SIGN-IN SHEET

HORIZON VILLAS NEIGHBORHOOD MEETING

Wednesday December 11, 2019 @ 5:30pm

FOR: Rezone/Subdivision

NAME	ADDRESS	PHONE # OR EMAIL
Scott Peterson	City Planning	scottp@gjcity.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

3705 Horizon Glen Court

3720 Horizon Glen Court

3755 Horizon Glen Court

3740 Horizon Glen Court

3825 Horizon Glen Court

3760 Horizon Glen Court

3835 Horizon Glen Court

3810 Horizon Glen Court

3845 Horizon Glen Court

BWC, LLC - Empty Lot

3820 Horizon Glen Court

3840 Horizon Glen Court

Duplicate

~~3705 Horizon Glen Court~~

3830 Horizon Glen Court

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

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 the 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

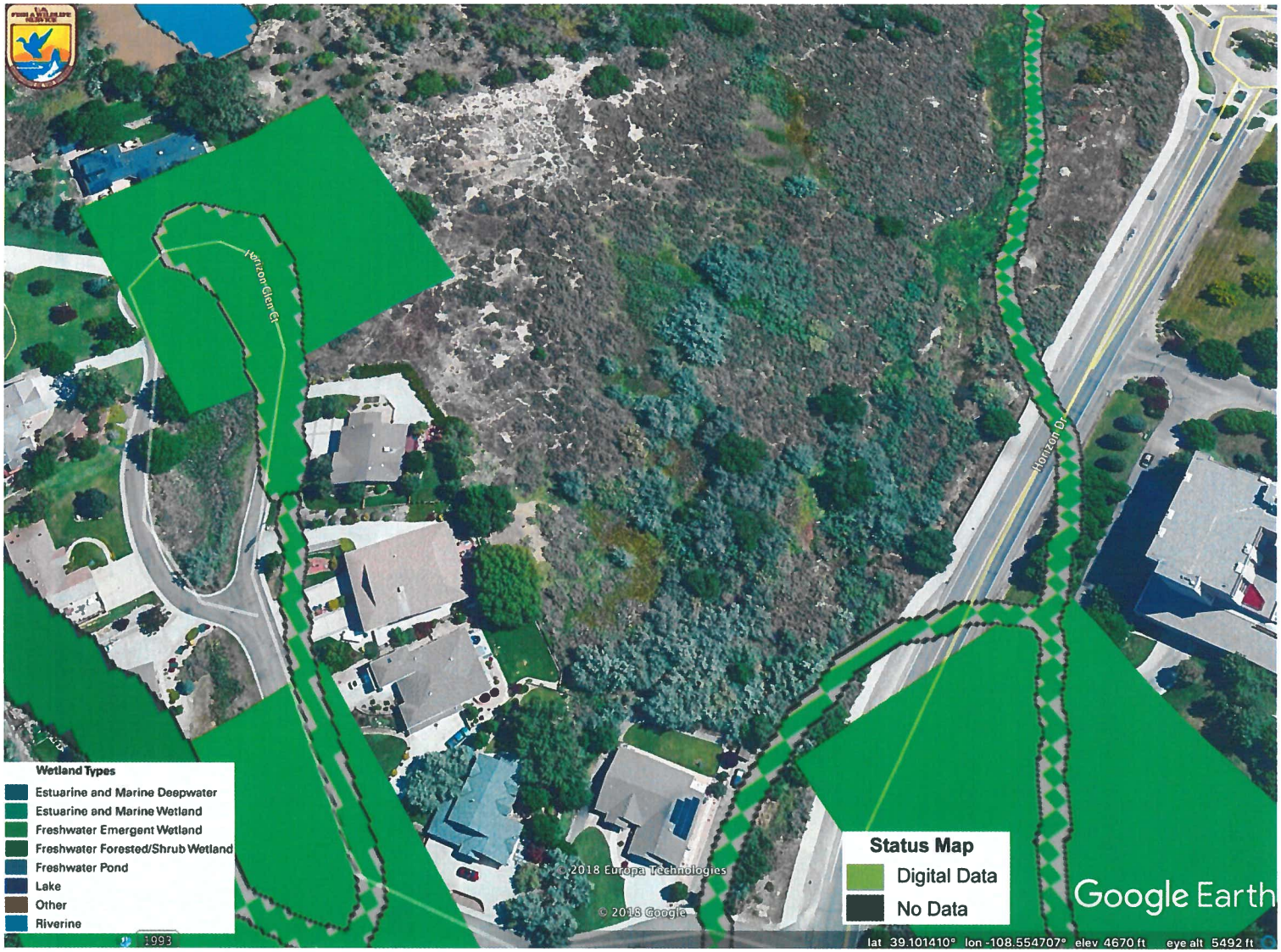


Figure 2. National Wetlands Inventory Map

Leac

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

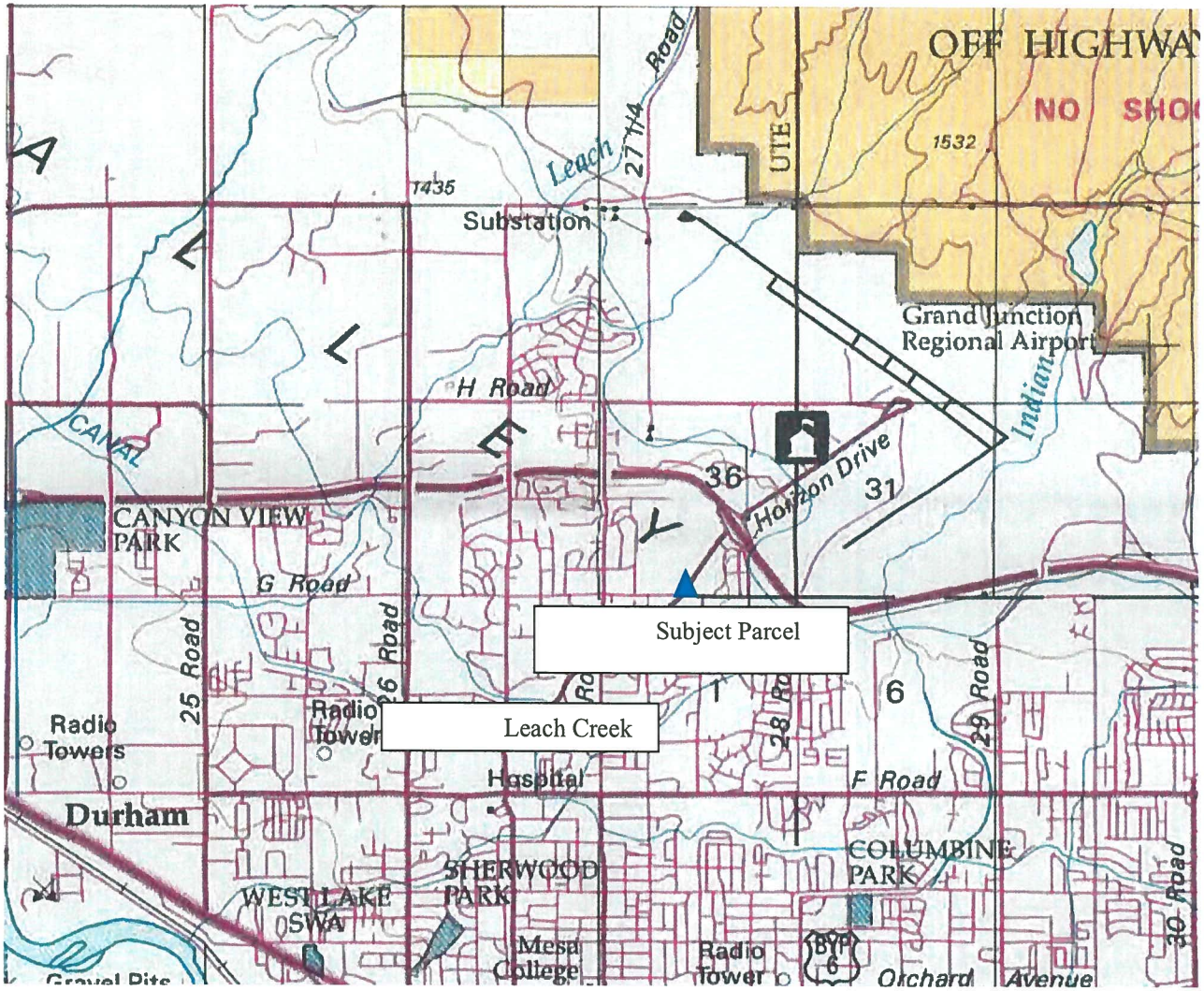


Figure 4. BLM Resource Conservation Area Map

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 [X] **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
[X] **Email:** mfoster@cbcwest.com **Telephone:** (970) 433-8374
[ ] **Date Picked Up:** _____ **Signature:** _____

Representative(s): Ciavonne Roberts & Associates – Attn: Ted Ciavonne
[ ] **Mailing Address:** 222 N. 7th Street, Grand Junction, CO 81501
[X] **Email:** 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
[X] **Email:** larsonbuildingsolutions@gmail.com **Telephone:** (970) 234-0258
[ ] **Date Picked Up:** _____ **Signature:** _____

CITY CONTACTS

Project Manager: Scott D. Peterson, Senior Planner
Email: scottp@gjcity.org **Telephone:** (970) 244-1447

Dev. Engineer: Jarrod Whelan
Email: jarrodw@gjcity.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 25th Planning Commission meeting and the April 1st City Council Meeting. The March 18th 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 25th and April 1st 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 (970) 549-5855

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 (970) 256-4030

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 (970) 244-1651

MCBD has no objections.
Applicant's Response:

Review Agency: Xcel Energy
Contact Name: Brenda Boes
Email / Telephone Number: Brenda.k.boes@xcelenergy.com (970) 244-2698

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 (970) 242-7491

- 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 (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 (970) 216-3847

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."

1. N/A.

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

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

Dan Prenzlow, Director, Colorado Parks and Wildlife • Parks and Wildlife Commission: Michelle Zimmerman, Chair • Marvin McDaniel, Vice-Chair
James Vigil, Secretary • Taishya Adams • Betsy Blecha • Robert W. Bray • Charles Garcia • Marie Haskett • Carrie Besnette Hauser • Luke B. Schafer • Eden Vardy

HORIZON GLEN SUBDIVISION
AS AMENDED

ACCO Approval required

T.C.P required - $500 until it can be shown payment was made for Horizon Dr.

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 SE1/4 NE1/4), AND ASSUMING THE NORTH LINE OF THE SE1/4 NE1/4 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 SE1/4 NE1/4 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 SE1/4 NE1/4 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 14th 199 2, AND RECORDED WITH THE CLERK AND RECORDER OF MESA COUNTY, COLORADO ON NOVEMBER 6 199 2, IN BOOK 1864 PAGE 682, RECEPTION NO. 1585581 (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)
) SS
COUNTY OF MESA)

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 Bilkey
NOTARY PUBLIC

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO)
) SS
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 226-228

Drawer: 4A3
Reception # 1640185
Ratifications: Book 1979 Page 203, 204

CITY APPROVAL

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

CITY MANAGER

PRESIDENT OF COUNCIL

(Ron Halsey)
CHAIRMAN, PLANNING COMMISSION

DIRECTOR OF DEVELOPMENT

Jerry Don Hewitt
CITY ENGINEER

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

DENNIS W. JOHNSON REGISTERED 16835 LAND SURVEYOR STATE OF COLORADO

Lot Area 624,504 Sq. Ft. 14.34 Acres

In Hoc Signo Vinces

REVISED 2-27-92

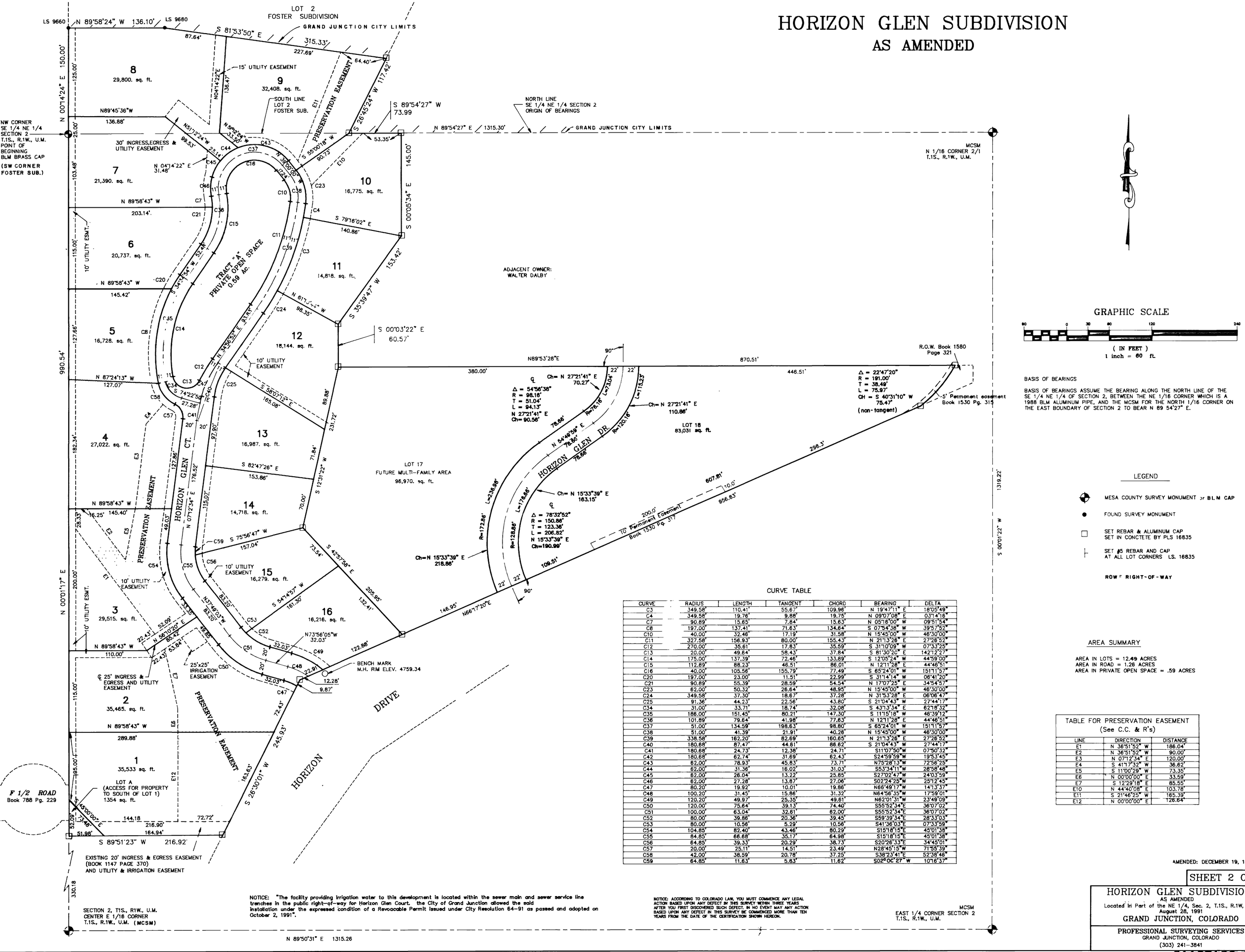
SHEET 1 OF 2

HORIZON GLEN SUBDIVISION
AS AMENDED
Located in Part of the NE 1/4, Sec. 2, T.1S., R.1W., U.M.
December 18, 1991
GRAND JUNCTION, COLORADO

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

SB-7-92

HORIZON GLEN SUBDIVISION
AS AMENDED



GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

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 or BLM CAP
- FOUND SURVEY MONUMENT
- SET REBAR & ALUMINUM CAP SET IN CONCTETE BY PLS 16835
- SET #5 REBAR AND CAP AT ALL LOT CORNERS LS. 16835

ROW = RIGHT-OF-WAY

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°16'00" W	09°51'54"
C8	197.00'	137.41'	71.63'	134.64'	S 07°54'38" 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°13'26" E	27°26'52"
C12	270.00'	35.61'	17.83'	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°05'24" W	44°59'00"
C15	112.89'	88.23'	46.51'	86.01'	N 12°11'28" E	44°46'51"
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'	41.98'	77.63'	N 12°11'28" E	44°46'51"
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°13'26" E	27°26'52"
C40	180.68'	87.47'	44.61'	86.62'	S 21°04'43" W	27°44'17"
C41	180.68'	24.73'	12.38'	24.71'	S11°07'50"W	07°50'32"
C42	180.68'	62.74'	31.69'	62.43'	S24°59'59"W	19°53'45"
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'	N66°49'17"W	14°13'37"
C48	100.20'	31.45'	15.86'	31.32'	N64°56'35"W	17°59'01"
C49	120.20'	49.97'	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°33'59"
C54	104.85'	82.40'	43.46'	80.29'	S15°18'15"E	45°01'38"
C55	84.85'	66.68'	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	10°16'37"

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'

NOTICE: "The facility providing irrigation water to this development is located within the sewer main and sewer service line tranches 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 BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

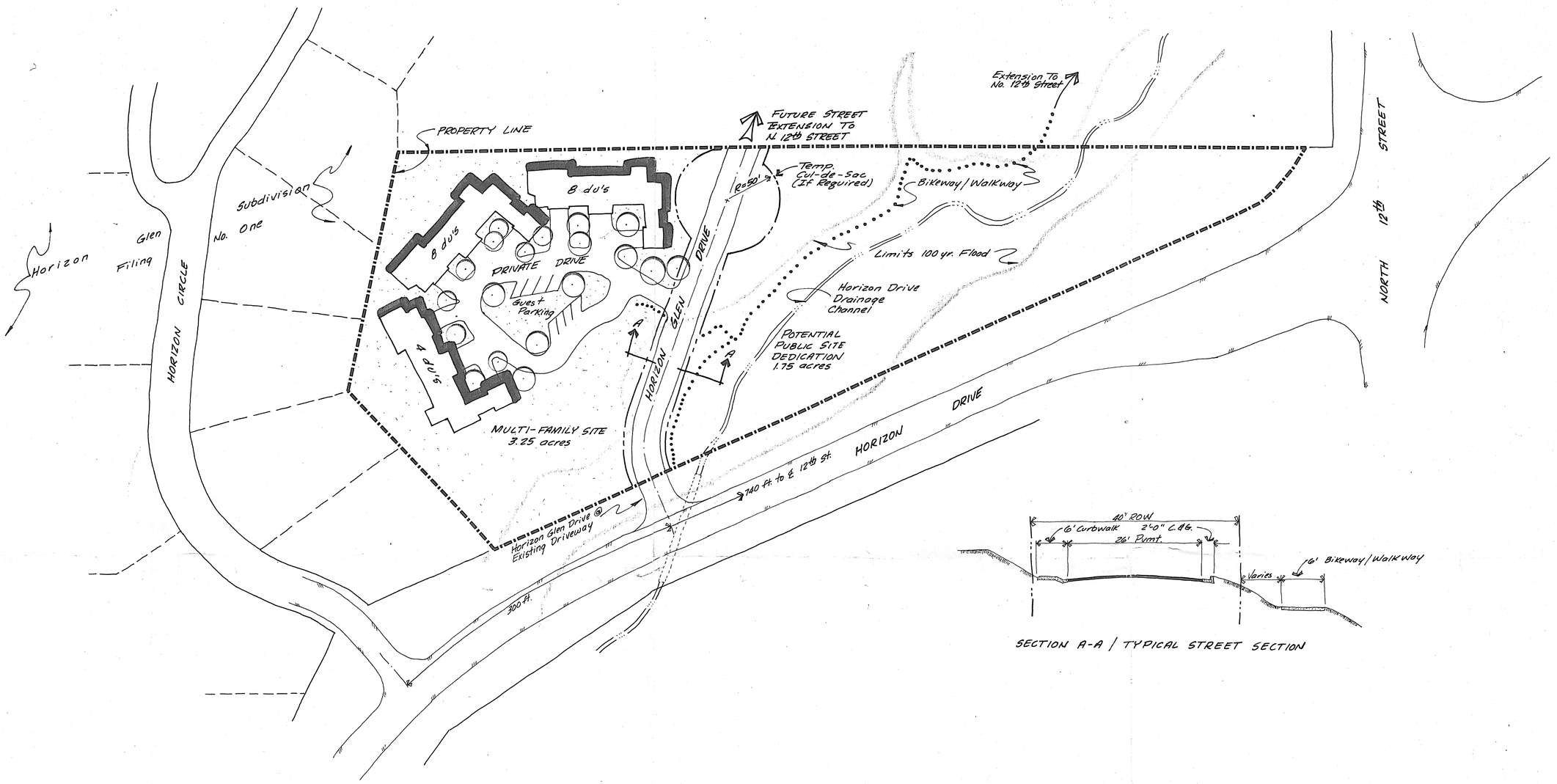
AMENDED: DECEMBER 19, 1991

SHEET 2 OF

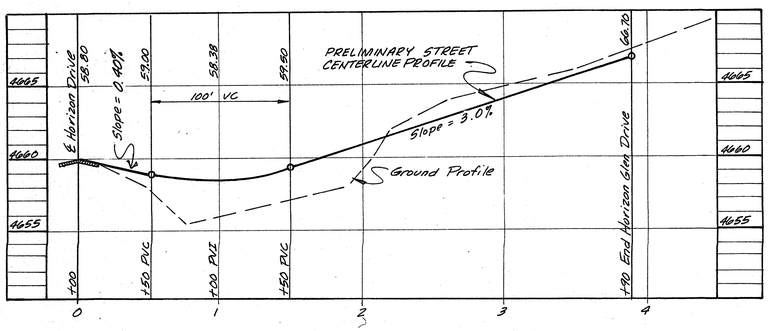
HORIZON GLEN SUBDIVISION
AS AMENDED
Located in Part of the NE 1/4, Sec. 2, T.1S., R.1W, U.M.
August 28, 1991
GRAND JUNCTION, COLORADO

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

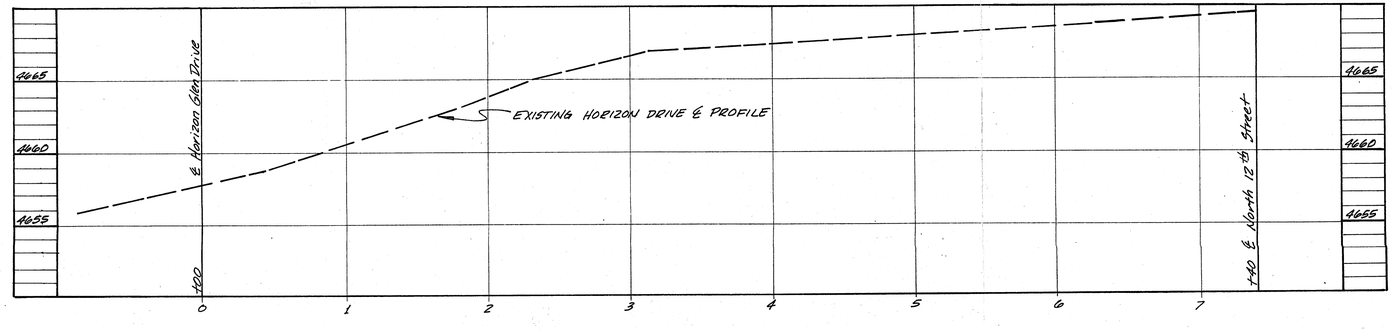
01105102.tif



SECTION A-A / TYPICAL STREET SECTION



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



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

OUTLINE DEVELOPMENT PLAN FOR: HORIZON GLEN FILING NO. TWO

Grand Junction, Colorado

1"=50'

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 Theobold, 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 Boeschenstein, 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 tat 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. Boeschenstein 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. Its 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. Boeschenstein 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. Boeschenstein 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. Boeschenstein 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 Boeschenstein 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 Theobold: "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 though 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 though 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 inn 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 may 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 Theobold: "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. Boeschenstein'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 may 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 Theobold: "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 Theobold: "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 Theobold: "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 though 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 Theobold: "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 Theobold: "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 Theobold: "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 Theobold, 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 7th 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 7th 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 7th (Exhibit E) in 2018 had 12,056 cars go through, 7th St. S Horizon Drive (Exhibit F) had 12,541 cars in 2015 and Horizon Drive East of 7th (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.

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 worst 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)

MESA COUNTY
Monuments • Mesas • Memories

Mesa County Assessor - Real Property Public Information Retrieval

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

TAC (Tax Area Code) Book

Manufactured Homes Purging Titles/Classifying to Real Property

Real Property Valuation F.A.Q.'s

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	0100	$0	$54,000	$54,000	$0	$15,660	$15,660	14100	0.0632190	$0.00	$990.00
2018	0100	$0	$48,000	$48,000	$0	$13,920	$13,920	14100	0.0693920	$0.00	$965.92
2017	0100	$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	SD51O06	14100	2.1010	$15,660	$32.90
2019	SCHOOL DIST# 51 2017 OVERRIDE	SD51O_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
	Tax Authority Contact Information		Total Mill:	63.2190	Total Tax:	$990.00

Sales & Conveyance Information **

Date	Price	Reception Number (Click for Recorded Document)	Document Type
11/16/2017	$0.00	2821430	BARGIN_SLE_DEED
8/10/2017	$0.00	2810315	BARGIN_SLE_DEED
3/27/2008	$0.00	2431143	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

Property Card | History Card | Building Permits

2945-021-13-037 — PARCEL NUMBER

14100 — T.A.C.

WATER:
ACRES: .00

1

PRIOR PARCEL NUMBER: 2945-021-13-001

SL VENTURES INC
C/O TIM FOSTER
301 E DAKOTA DR
GRAND JUNCTION CO 81507-2586
LOCATION: 00000

LOT 17 HORIZON GLEN SUB AS AMENDED SEC 2 1S 1W & AN UND INT IN TRACTS - 2.22AC

GRANTEE	BOOK	PAGE	DATE	KIND OF INSTRUMENT	REMARKS

City of Grand Junction

B

N

0 0.13 0.25 mi

Printed: 2/13/2020

1 inch equals 376 feet

Scale: 1:4,514

2,632 ft
School to property

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

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.[1]
- 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.[2]
- 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:[3]

- 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.[4]
- 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.[5]
- 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.[6]
- 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.[7]
- 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.[8]
- As much as 20 to 30% of morning traffic is generated by parents driving their children to schools.[9]
- Pedestrians are more than twice as likely to be struck by a vehicle in locations without sidewalks.[10]
- 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.[11] One-third of schools in "air pollution danger zones" due to proximity to high-traffic areas.[12]

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.[13]
- 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.[14]
- Kids are less active today, and 23% of children get no free time physical activity at all.[15] Approximately 25 million children and adolescents—more than 33%—are now overweight or obese or at risk of becoming so.[16] 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. [17]
- Schools that are designed so children can walk and bicycle have measurably better air quality.[18]
- Returning to 1969 levels of walking and bicycling to school[19] 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.[20]

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[2] "Digest of Education Statistics, 2007." U.S. Department of Education, National Center for Education Statistics, 2008. http://nces.ed.gov/programs/digest/d07/tables/dt07_176.asp?referrer=list

[3] "State Funding Approaches for Pupil Transportation: An Overview." State of Washington Office of Financial Management, February 2008. http://www.ofm.wa.gov/k12transpo/20080213/20080213_pupil.pdf

[4] "AASA Fuel and Energy Snapshot Survey." American Association of School Administrators, July 2008. http://www.aasa.org/newsroom/pressdetail.cfm?ItemNumber=10637

[5] "Facing Deficits, Most State are Imposing Cuts that Hurt Vulnerable Residents." Center on Budget and Policy Priorities, December 2008. http://www.cbpp.org/3-13-08sfp.pdf

[6] "School Bus Safety Overview." School Transportation News, http://www.stnonline.com/stn/data_statistics/safetyoverview/index.htm

[7] "National School Bus Fuel Data." American School Bus Council, http://www.americanschoolbuscouncil.org/index.php?page=fuel-calculator

[8] "The Relative Risks of School Travel: A National Perspective and Guidance for Local Community Risk Assessment." Transportation Research Board Special Report 269, http://www.nap.edu/catalog.php?record_id=10409

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Gauderman, W.J., H. Vora, R. McConnell, K. Berhane, F. Gilliland, D. Thomas, F. Lurmann, E. Avol, N. Kunzli, M. Jerrett, and J. Peters, "Effect of exposure to traffic on lung development from 10 to 18 years of age: a cohort study," *The Lancet*, Volume 368, February 2007.

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[13] Marla R. Orenstein, Nicolas Gutierrez, Thomas M. Rice, Jill F. Cooper, and David R. Ragland, "Safe Routes to School Safety and Mobility Analysis" (April 1, 2007). *UC Berkeley Traffic Safety Center.* Paper UCB-TSC-RR-2007-1. http://repositories.cdlib.org/its/tsc/UCB-TSC-RR-2007-1

[14] Marla R. Orenstein, Nicolas Gutierrez, Thomas M. Rice, Jill F. Cooper, and David R. Ragland, "Safe Routes to School Safety and Mobility Analysis" (April 1, 2007). *UC Berkeley Traffic Safety Center.* Paper UCB-TSC-RR-2007-1. http://repositories.cdlib.org/its/tsc/UCB-TSC-RR-2007-1

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Cooper et al., Commuting to school: Are children who walk more physically active? American Journal of Preventative Medicine 2003: 25 (4)

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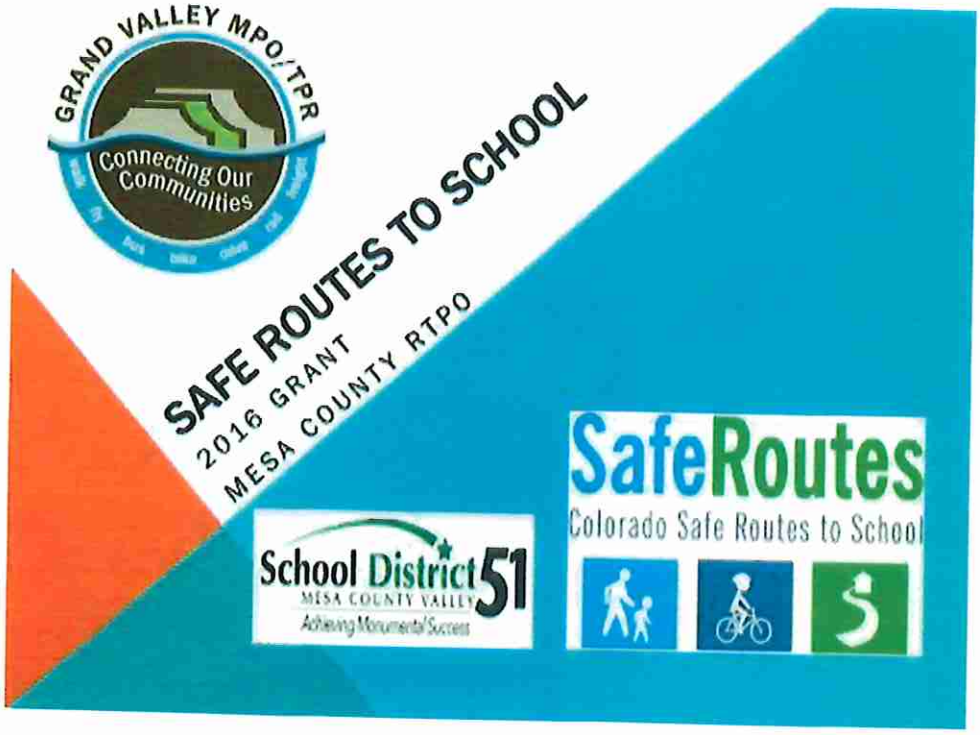
(D)

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.

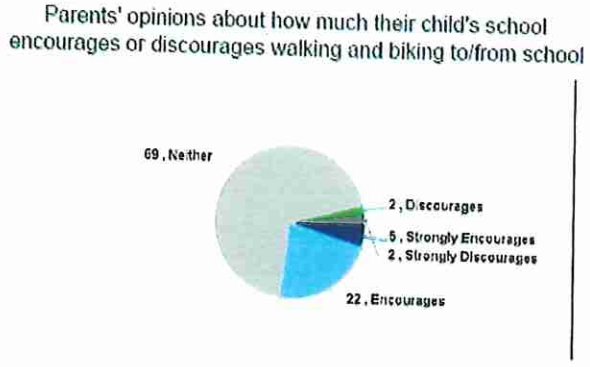


FIGURE 5: PARENTS' VIEW OF ENCOURAGEMENT.

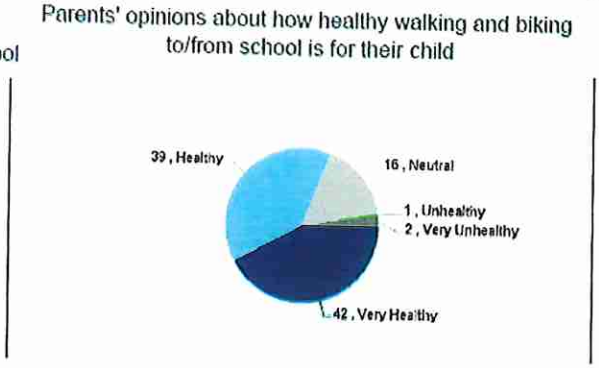


FIGURE 6: PARENTS SEE WALKING AS HEALTHY.

Parents overwhelming 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.

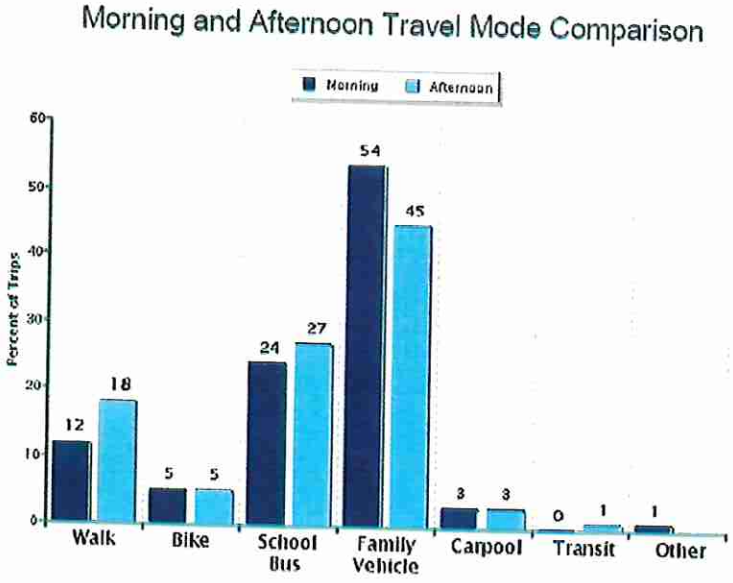


FIGURE 7: COMBINED TOTALS FROM 13 SCHOOLS ON TRAVEL MODES.

Horizon Drive by 7th City of Grand Junction 2018 12,056 count. (E)

N

0 0.05 0.1 mi

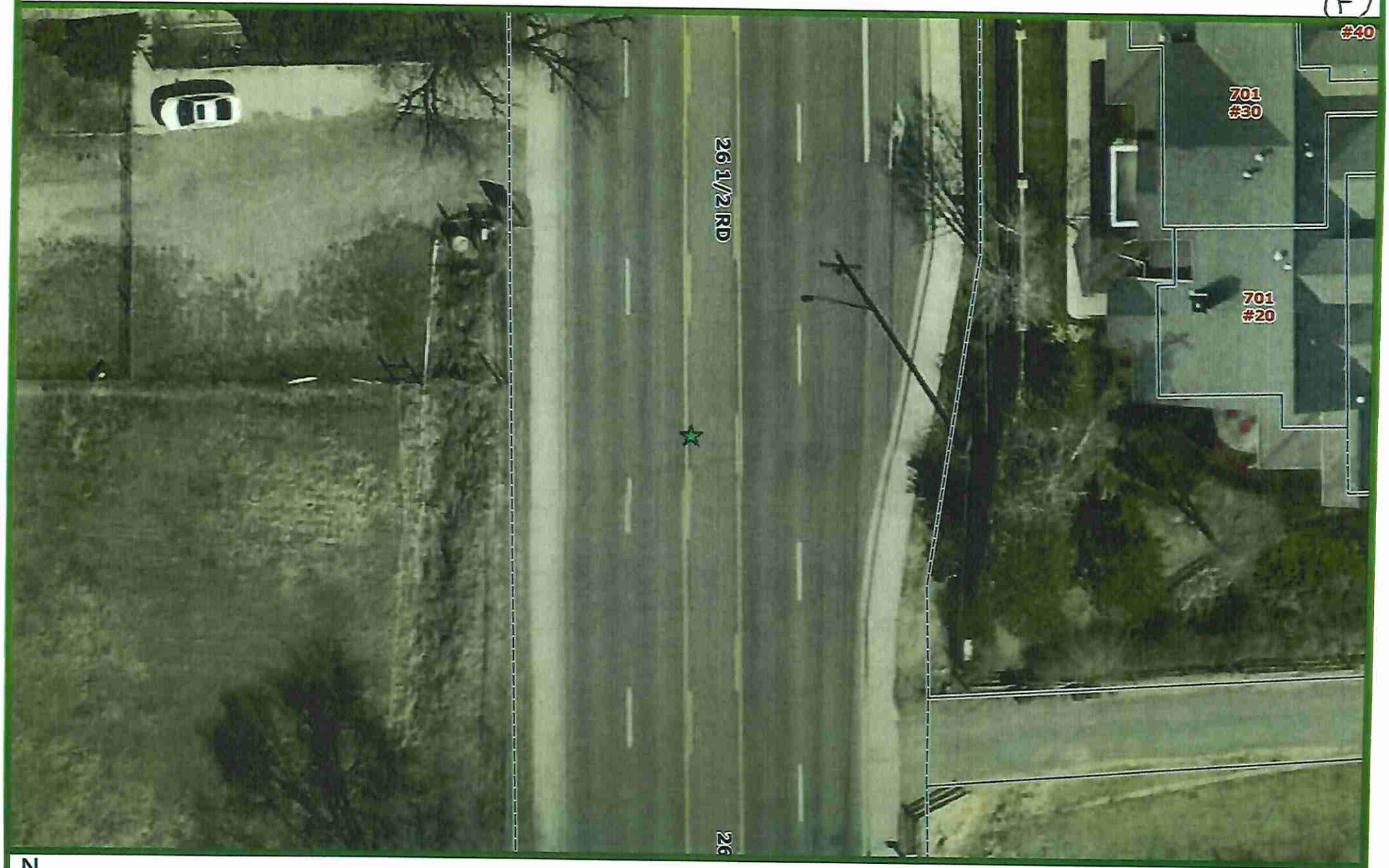
Printed: 2/14/2020

1 inch equals 188 feet

Scale: 1:2,257

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

7th St S Horizon Dr. City of Grand Junction 2015 12,541 counts (F)



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Printed: 2/14/2020

1 inch equals 24 feet

Scale: 1:282

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

2015 – 8,111 counts

City of Grand Junction

Horizon Dr E of 7th

(6)

N

0 0.03 0.07 mi

Printed: 2/14/2020

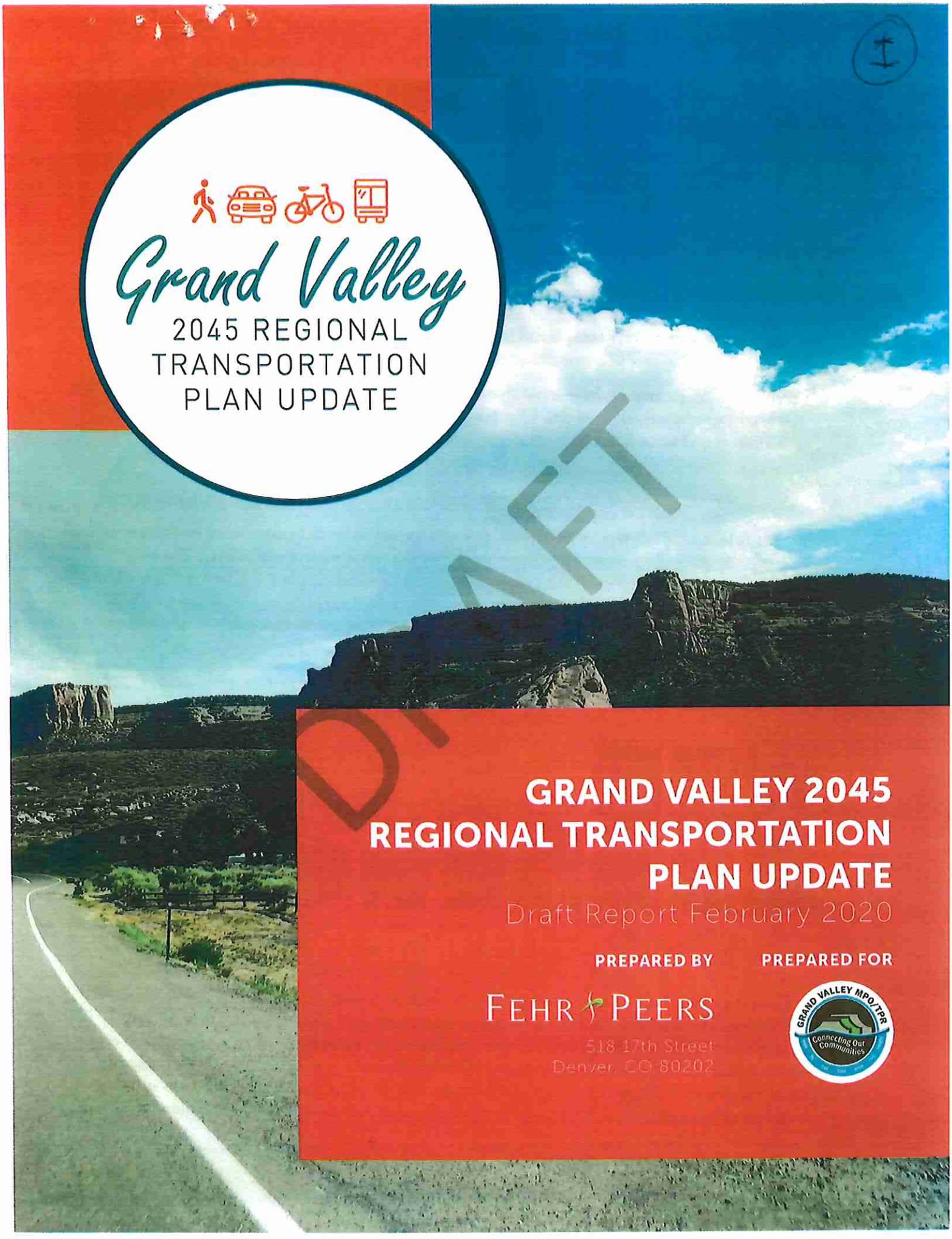
1 inch equals 94 feet

Scale: 1:1,128

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

City of Grand Junction

H


Grand Valley
2045 REGIONAL TRANSPORTATION PLAN UPDATE
DRAFT
GRAND VALLEY 2045 REGIONAL TRANSPORTATION PLAN UPDATE
Draft Report February 2020
PREPARED BY
FEHR PEERS
518 17th Street
Denver, CO 80202
PREPARED FOR
GRAND VALLEY MPO/TPR
Connecting Our Communities

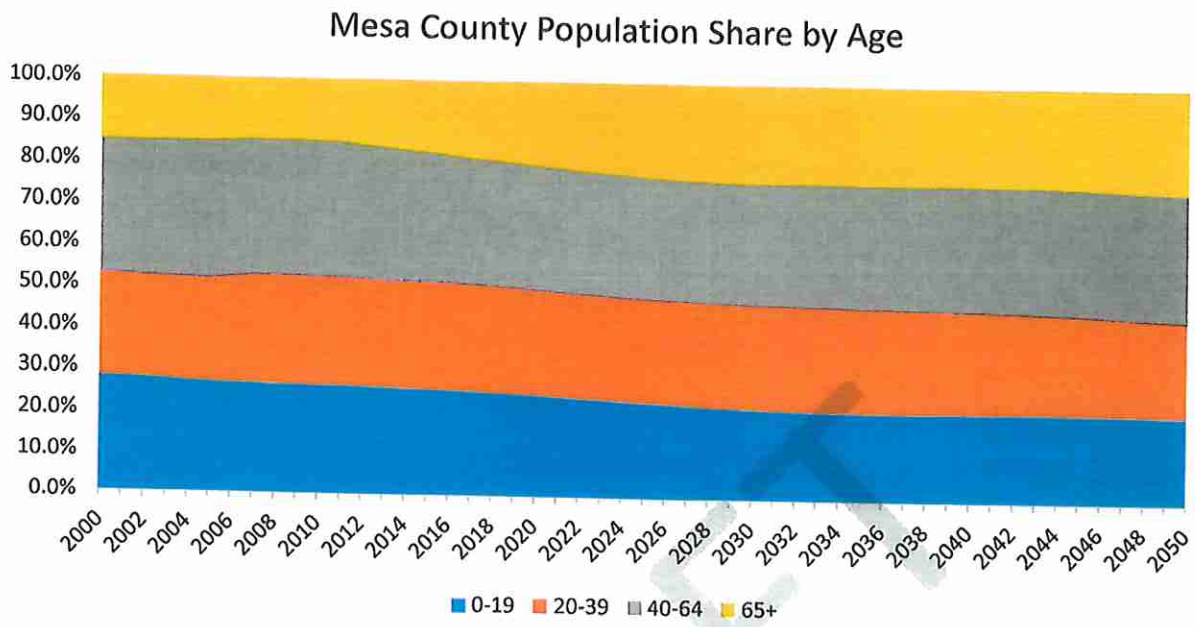


Figure 4.6: Share of Population by Age (2000 to 2050)

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

DRAFT

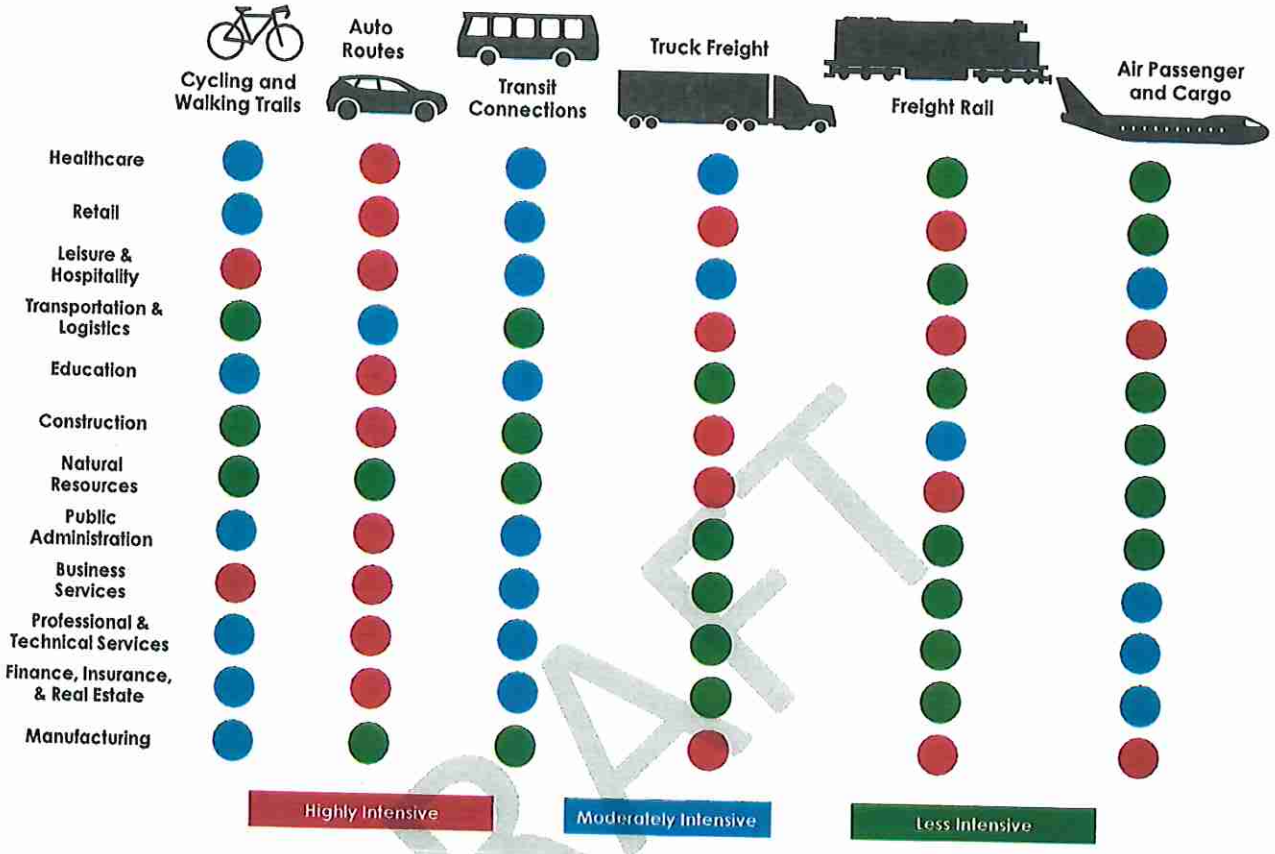


Figure 4.10: Transportation Demands by Industry

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.

DRAFT

Citizen Comments

City of Grand Junction

Submitted On:
April 1st, 2020 @ 4:49pm

City Council Meeting Citizen Comment for April 1, 2020

Full Name	Lily Fitch
Your Comments:	I have previously notified City Planning of the concerns I have with regard to the traffic on Horizon Drive with the new school being only 1/2 a mile from the proposed development of parcel 2945-021-13-037. The increase of traffic and potential accidents due to the curve on Horizon Drive, see my letter dated February 25, 2020 page -2- paragraph one, is of major concern to me. This is a highly dangerous location for access to this particular property. You cannot see around the curve and there are quite a few trucks that use Horizon Drive as their access location. Also the concerns on developing that location and the houses located below 3760 Horizon Glen Court that have water issues already and how developing this area will affect them. This area is obviously jurisdictional wetlands as the Corps of Engineers indicated on September 27, 1996 on the adjacent property. We are requesting a formal determination be required to assure the impact to Wetland and Waters of the United States are considered as well as additional wetland permitting completed prior to any development taking place. Please take these items into consideration as you meet today. We disagree that we can not be present at this meeting to share our concerns and ask you to table this item of business due to the coronavirus. Respectfully submitted... Lily R. Fitch 3760 Horizon Glen Court Grand Junction, Co. 81506
Phone Number - Please include if you would like to receive a call back regarding your comments.	970-250-6966

NATURETECH CONSULTANT SERVICES CORP.

TO: LILY FITCH

FROM: DR. MICHAEL J. VILLA

SUBJECT: COMMENTS REGARDING CONCEPTUAL DESIGN SUBMITTAL FOR

DATE: 12/10/2019

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 the 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.

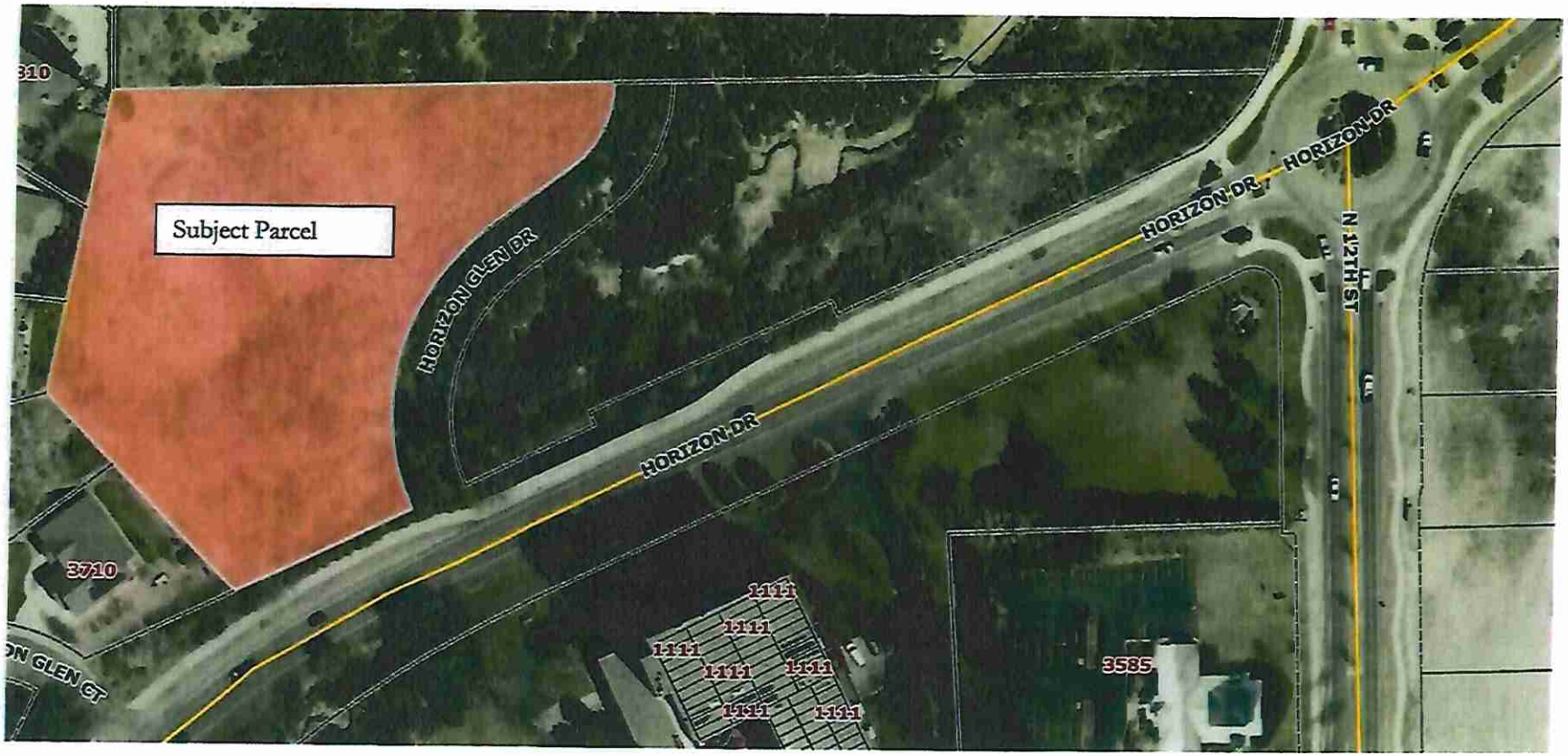


Figure 1. Subject Parcel 2945-021-13-037 – Lot 17. Horizon Glen Subdivision
City of Grand Junction GIS Mapping

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
Riverine
Status Map
Digital Data
No Data
Google Earth

Figure 2. National Wetlands Inventory Map

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

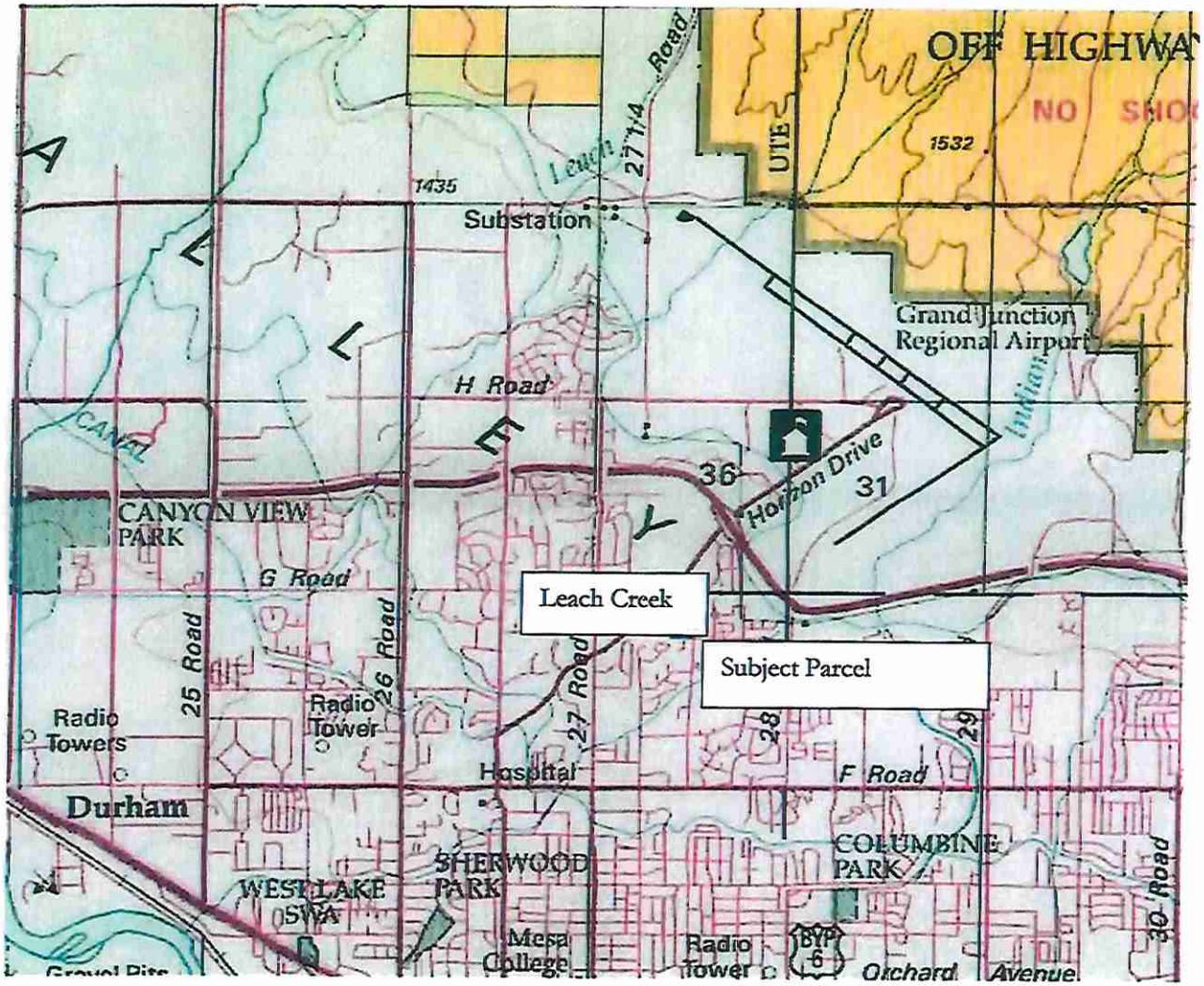


Figure 4. BLM Resource Area Mapping

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 11, at page 33,34-35, 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 AGREEMENT

1585579 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 NOT MORE THAN $50.00 will be required for City inspection of the required improvements.

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.

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

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)

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.

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 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

Orca Lodge

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 or the calculated transaction costs whichever is greater TEF Orca Lodge

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

SUTA

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 by Teresa J. Martinez
Neva B. Lockhart
City Clerk

City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

By: Mark K. Achen
Mark K. Achen
City Manager

Attest:

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 fo. these improvements.

BOOK 1864 PAGE 677

Improvements	Quantity and Unit Costs	Estimated Cost	Estimated Completion Date
Street Grading	2600 cy @ 2.00	5,200.00	Oct. 1991
Street Base	1450 ton @ 8.00	11,600.00	Oct. 1991
Street Paving	490 ton @ 27.00	13,230.00	Oct. 1991
Curbs and Gutters	1350 LF @ 3.00	4050.00	Oct. 1991
Sidewalks	1350 LF @ 6.00	8100.00	Oct. 1991
Storm Sewer Facilities	4 CMP @ 500.00	1500.00	Oct. 1991
Sanitary Sewers			
Mains	1322 @ 20.00	26,440.00	Oct. 1991
Laterals/House Connections	17 ea. @ 150.00	19,830.00	Oct. 1991
On-site Sewage Treatment	NA		
Water Mains	1500 LF @ 18.00	27,000.00	Oct. 1991
Fire Hydrants	2 ea. @ 1500.00	3,000.00	Oct. 1991
On-site Water Supply	NA		
Survey Monuments	NA		
Street Lights	2 ea @ 1000.00	2,000.00	Oct. 1991
Street Name Signs	21 ea @ 100.00	2100.00	Oct. 1991
Construction Administration	—	3500.00	Oct. 1991
Utility Relocation Costs	None		
Design Costs		5500.00	Oct. 1991
SUB TOTAL			

Supervision of all installations (should not normally exceed 4% of subtotal) #5320

TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION: $ 138,370.00

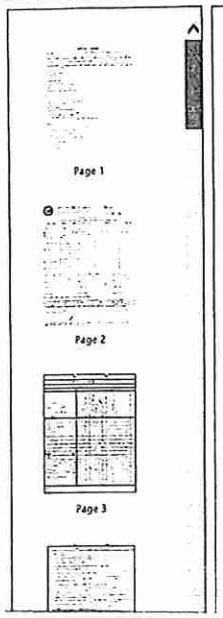
The above improvements will be constructed in accordance with the specificati- and requirements of the City or appropriate utility agency and in accordance with detailed construction plans, based on the City Council approved plan, and submitted ot the City Engineer for review and approval prior to start 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 of Subdivider
Pres.
for: S.L. Vetnes
(If corporation, to be signed by President and attested to by Secretary, together with the corporate seal.)
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.

J. Don Newton 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

REPLY TO
ATTENTION OF

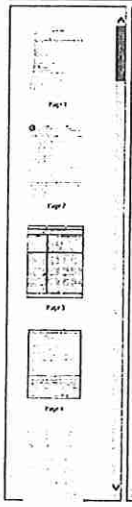
September 27, 1996

RZP-9(

RECEIVED GRAND JUN(
PLANNING DEPARTME

Regulatory Branch (199675444)

Mr. Michael Drollinger
City of Grand Junction
Community Development Department
250 North 5th Street

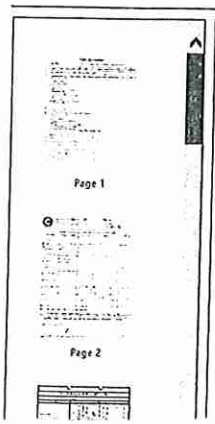


City of Grand Junction
Community Development Department
250 North 5th Street
Grand Junction, Colorado 81501

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 resi tial character of the neighborhood.

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

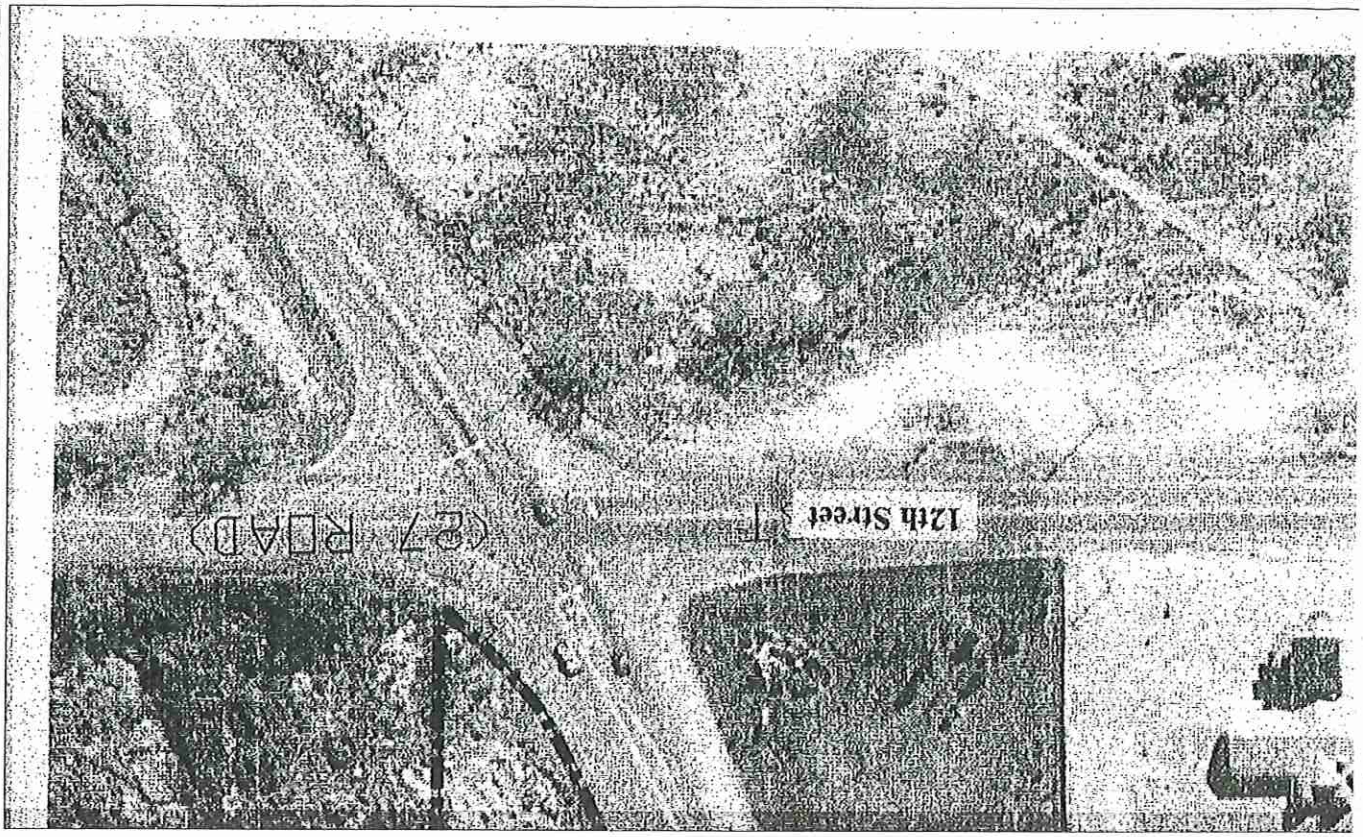
We hereby request that lot #18, Horizon Glen Subdivision be restricted to the current zoning (Planned Residential--1.8 per acre).

Yours truly,

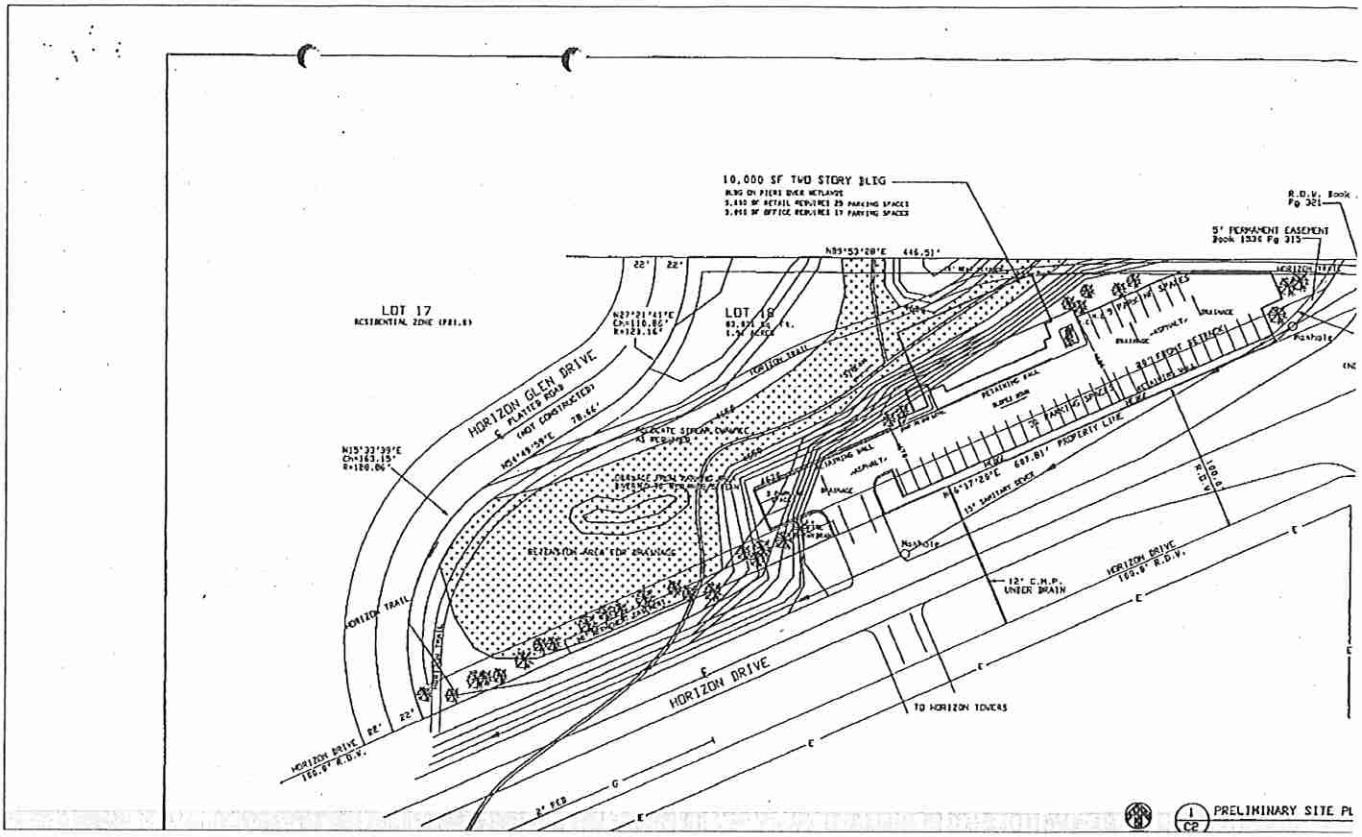
Roy Wahlberg

Roy Wahlberg

Mary Lou Wahlberg


12th Street
(27 ROAD)

Page 1
Page 2
Page 3
Page 4



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:

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

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;

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's recommendation is for denial of the motion.

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'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 Work 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 ~~much~~ any 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

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

1. **Approval of Minutes**
   a. Minutes of the February 11, 2020 Regular Meeting.

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

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 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.

DRAFT

REGULAR AGENDA

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.

DRAFT

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

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

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 3rd 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.

DRAFT

5. **Other Business**

None.

6. **Adjournment**

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 #4.a.

Meeting Date: May 6, 2020

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou, Parks and Recreation Director

Information

SUBJECT:

Contract for Vendor Space at Las Colonias Park

RECOMMENDATION:

Approve a lease agreement with Grand Junction Stand Up Paddle Board to operate a rental business at a shelter/restroom/vendor space at Las Colonias for a 1 year term.

EXECUTIVE SUMMARY:

As summer nears, and the new River Park at Las Colonias begins to see increasing visitation, a need exists to make river equipment available to the public. In constructing one of the three new shelter/restroom facilities at the Las Colonias Business Park, additional square footage was added onto the eastern most building. This additional square footage was designed to serve as space for a private entity to lease the space from the City and rent river recreation equipment.

A formal Request for Proposals was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, and advertised in The Daily Sentinel to forge a public-private partnership at the Las Colonias Business Park. Every outdoor retailer in town was contacted and there were five firms at the pre-bid meeting, but only one proposal was received. Grand Junction Stand-Up Paddle (SUP)provided an in-depth, well thought out business plan that is turn-key. Since only one proposal was received, City Council approval is required. The contract is for one year, with the option for up the three annual renewals. The proposal and business plan from GJ SUP is also included for reference.

BACKGROUND OR DETAILED INFORMATION:

One shelter/restroom facility at Las Colonias park includes a space for a private entity to lease the space from the City and rent out river recreation equipment. This was a value added proposition for a structure that already fulfilled two key needs: a shelter for gathering and restrooms to serve patrons of the park. This shelter is slightly south of Rocky Mounts and the Butterfly Pond, as shown in the attached image and rendering. Kayaks, stand-up paddle boards and inter-tubes being available for rent near the entrance to the River Park will increase service to the community.

Rather than trying to provide this service ourselves, we saw an opportunity to forge a partnership with a private entity with specialization in river recreation and outdoor equipment. The City widely circulated a Request for Proposals (RFP) to collect proposals to forge yet another public-private partnership at the Las Colonias Business Park. The RFP was released on February 4th, 2020 and proposals were due March 26th. An evaluation committee from Parks and Recreation and General Services reviewed the proposal received from GJ SUP. The professional proposal gives us confidence that GJ SUP has the experience, plan and ability to fulfill this needed function. We believe this will result in expanding service and accessibility to the River Park at Las Colonias.

GJ SUP has a very similar relationship with Colorado Parks and Wildlife (CPW) at Highline State Park. CPW Highland State Park Manager Alan Martinez highly recommended GJ SUP as a partner who constructively works with their public entity. Several vendors have come and gone at Highland State Park, and Mr. Martinez indicated GJ SUP is the best and most reliable. The contract will be in effect for one year with the option for up to three annual renewals. Early next year, we can consider renewal based upon how the relationship met the needs of all stakeholders: GJ SUP, the City and the community we serve. We recommend approval of a one year lease, as shown in the enclosed contract.

FISCAL IMPACT:

The enclosed draft contract with GJ SUP specifies an annual lump sum lease payment of $2400.

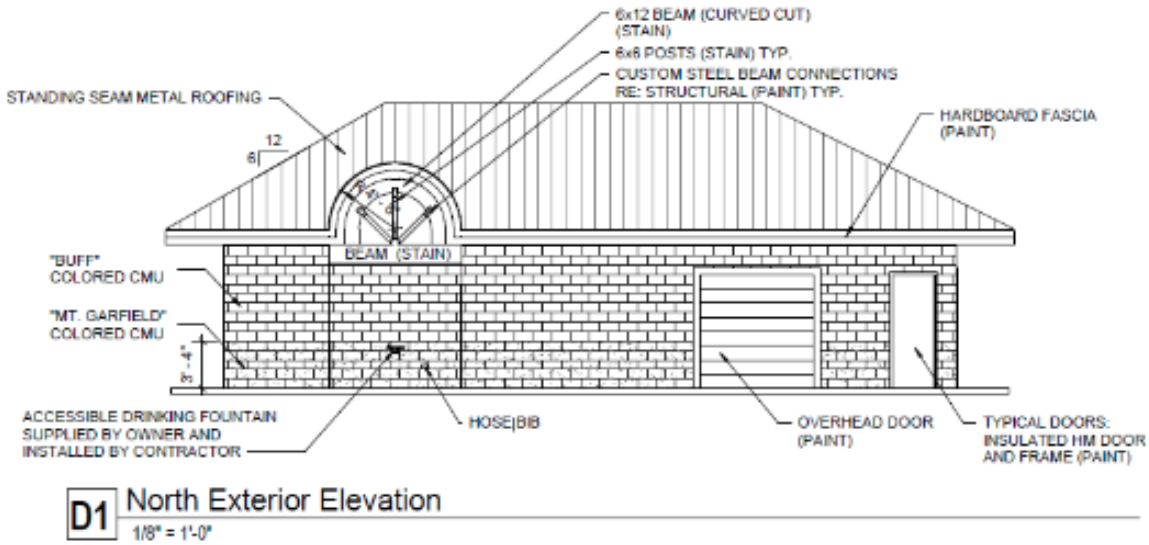
SUGGESTED MOTION:

I move to approve a lease agreement with Grand Junction Stand Up Paddle Board to operate a rental business at a shelter/restroom/vendor space at Las Colonias for a 1 year term.

Attachments

1. Architectural Rendering of the Shelter
2. Draft Contract Grand Junction SUP RFP-4754-20-SH
3. Response - Grand Junction Stand Up Paddle RFP-4754-20-DH
4. RFP-4754-20-SH Outdoor Recreational Equipment Public-Private Partnership
5. Addendum 1 RFP-4754-20-SH Outdoor Recreation Equipment Concessionaire Public-Private Partnership
6. Addendum 2 RFP-4754-20-SH Outdoor Recreation Equipment Concessionaire Public-Private Partnership

Architectural Rendering of the Shelter



View from Above Rocky Mounts. Shelter is Just South of Butterfly Pond

(photo taken by Kevin Williams with Western Constructors)

CITY OF GRAND JUNCTION, COLORADO

****

CONTRACT

This CONTRACT made and entered into this **7th** day of **May, 2020** by and between the **City of Grand Junction,** a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Grand Junction Stand Up Paddle (Grand Junction SUP),** hereinafter in the Contract Documents referred to as the "Contractor."

The Contractor shall perform the work set forth and described by the Solicitation Documents and known as **Outdoor Recreation Equipment Concessionaire RFP-4754-20-SH**.

The Contractor shall pay the Owner an annual lump sum of **$2,400.00** (Two Thousand Four Hundred Dollars) due within one week of signature date below. Contractor shall provide quarterly sales summaries throughout the duration of the contract.

Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Contract Administrator for the Owner is **Ken Sherbenou,** 970-254-3881, kensh@gjcity.org.

Contract Administrator for the Contractor is **Elizabeth Fortushniak,** 970-433-4760, elizabeth@gjsup.com..

The term of this Contract shall be from **May 7, 2020** to **April 30, 2021**. Upon mutual agreement, this contract may be renewed up to three additional one year periods.

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

a. The body of this contract agreement

b. Solicitation Documents and all Addenda for the Project; **RFP-4754-20-SH Outdoor Recreation Equipment Concessionaire.**
c. Contractors Response to the Solicitation

IN WITNESS WHEREOF, City of Grand Junction, Mesa County, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

CITY OF GRAND JUNCTION, COLORADO

By: _____ _____
Title: Date

GRAND JUNCTION STAND UP PADDLE

By: _____ _____
Title: Date

STAND UP PADDLE
BOARDING CO.

Las Colonias Proposal

2414 Sandridge ct.
Grand Junction, CO 81507

p. (970)433-4760

Elizabeth@GJSup.com
WWW.GJSUP.COM

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Elizabeth Fortushniak
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Elizabeth@gjsup.com
www.gjsup.com

City of Grand Junction
Parks & Recreation Dept.
1340 Gunnison Av.
Grand Junction, Co 81501

Dear City of Grand Junction

The intent of this letter is to inform the City of Grand Junction of our included proposal for the lease of the new kiosk directly adjacent to the Las Colinas Boat ramp for the 2020 season with an additional 3-year contract extension.

Grand Junction Stand Up Paddle (GJ SUP) was created in 2016. We are a full-service lake and river outfitter. We provide rentals, educational resources, and skills clinics for river and lake users. We are also a retail provider of river and lake paddle sports equipment. Through contracts with the Colorado State Parks system we have maintained a fixed place of operations at Highline Lake State Park since 2017. Additionally, through our two mobile units we have been able to provide services to the greater Grand Valley, servicing the Colorado and Gunnison rivers and the String of Pearls park system along the Colorado River corridor.

Our rental fleet includes paddle boards, surfboards, duckies, small rafts, kayaks, tubes and the associated safety gear associated with each. We provide American Canoe Association (ACA) certified instruction including paddling clinics & Swiftwater rescue classes. We host yoga retreats, water & land-based yoga classes, and river surfing clinics. We are a licensed river outfitter (permit #599). We have the ability to operate clinics on other local venues such as the Dolores and Gunnison River Valleys via a special recreation permit secured through the BLM. We have existing contracts to provide services with the City of Grand Junction, the City of Fruita, Corn Lake, Connected Lakes and Highline Lake State Parks. We hold demo retail events which give us a chance to showcase our vendors equipment but also provide families with limited financial resources the opportunity to get on the water in a safe and structured environment. We have demonstrated a track record of volunteering time and resources to local charities and events. GJ SUP has shown a desire to help build up our community through collaborations with other local businesses such as Colorado River Fest.

Grand Junction Stand Up Paddle fits the narrative of the Las Colonias Business Park. We are a seasoned provider of the services the City of Grand Junction is looking for. We have healthy connections with paddle sports vendors and have existing reciprocal relationships with industry influencers outside of our local community. We are committed 17year locals of the Grand Valley and have stayed here because of all the amazing outdoor resources it has to offer. We are woman owned, locally grown and a Business Incubator success story. We are pleased to submit this proposal for the services requested at the Las Colonias Boat ramp.

Thank You,
Elizabeth Fortushniak

Qualifications/Experience/Credentials

Qualifications/Experience

Grand Junction Stand Up Paddle (GJ SUP) is a women owned and locally operated business. GJ SUP was developed through the resources provided by the Grand Junction Business Incubator. Our principal owner/manager, Elizabeth Fortushniak has lived in the valley for 17 years. Prior to this move she worked as a mountain guide in Leadville, Colorado taking inner city youth and at-risk teenagers on extended (7day +) backcountry trips in the heart of the Colorado Rockies. These trips included various forms of outdoor recreation in the including summiting 14'ers, rock climbing, rafting and low ropes team building courses. These early experiences are the foundation of GJ SUP.

Grand Junction Stand Up Paddle was created in 2016 with the development of a business plan and submittal of proposals to Colorado Parks and Wildlife at Highline Lake State Park. Since then Elizabeth has overseen and managed the day to day operations of GJ SUP for the last four years. These duties are diverse and involve. All retail vendor relations are her responsibility which involved securing equipment manufacturers like HALA Gear, Hydrus Board Tech, Hyside, Badfish, Prana, NRS and several others. She has negotiated contracts to rent equipment, sell equipment and provide demos for GJ SUP equipment vendors. She runs the details of the customer relations including securing competitive pricing and negotiating retail agreements. Elizabeth manages the day to day operations of scheduling lessons & trips, rental point of sale systems, customer service, negotiating group pricing, bookings, and payroll. On the operational side she instructs lessons and yoga classes.

Credentials

- Associate Degree - Colorado Mountain College, Natural Resource Management/ Riparian Restoration
- Bachelor of Science – Mesa State College, Environmental Science & Undergrad Business
- Master of Business Administration – Colorado Mesa University, In Progress
- American Canoe Association (ACA) Level 1 (L1) SUP Instructor
- World Paddle Association (WPA) L1 SUP Instructor
- Academy of Yoga, 200hr RYT Instructor
- Half Moon Yoga: Baptiste Yoga Teaching, 200hr RYT Instructor
- Paddle Into Fitness, SUP Yoga & Fitness Cert
- ACA L2-L4 Instructor Candidate Training
- Stand Up Paddle Colorado Guide School, 7 Day Intensive
- RVR 2 RVR 2 Day SUP & Surf Clinic
- ACA L4 Swiftwater Rescue Cert
- SOL, Wilderness First Aid Cert
- American Red Cross First Aid and CPR
- Hala Gear Ambassador & Prana Influencer
- Lead guide of Multiple extended backcountry trips supervising groups of 10-20.

GJ SUP's business development manager, James Stover assist with contract negation, operations manuals, business plan development, vendor & customer relations, shuttles, trip logistics, equipment repairs and maintenance. He is an accomplished back county user and alpinist with a multitude of completed expeditions including trips alpine climbing above 7000 meters & remote locations in such as Kyrgyzstan, Argentina, and the Greater Ranges of Alaska. He is a former raft guide and ski patroller with a solid foundation in emergency medicine as a former Wilderness First Aid and Emergency Medical Technician (EMT).

Credentials

- AS – Colorado Mountain College, Environmental Studies/ Ski Area Management
- BS – Environmental Geology
- ACA L4 Swiftwater Rescue
- EMT - National Registry
- Wilderness First Responder
- Winter Emergency Care
- Ski Patrol Alyeska, Alaska
- Headwaters Rafting - Lead guide
- 10 years as a team supervisor overseeing remote oil and gas operations with budgets of $100,000 – 1,500,000

Employees

GJ SUP has developed an employee operation manual over the last four years specifying and defining positions within our business operations. We have guidelines to each subset of employee position. The guidelines include how each job is to be performed and credentials they must have and maintain to hold that position. It is mandated that all personnel adhere to protocols and standards we have instituted over the course of our development. GJ SUP actively pursues quality individuals who value continual education, trainings and have a desire to share their love for the outdoors with others. GJ SUP supports individuals that invest in themselves by providing reimbursement for trainings we require. Lead instructors' mentor new instructors throughout the recreational season. In addition, we run an in-house training on customer service procedures, river operations, swiftwater rescue and 1st aid scenarios. On the retail side, GJ SUP provides trainings that include briefings on our vendors products, and staff demos identifying product uniqueness. GJ SUP has broken down its job positions by the following: kiosk personnel, SUP & kayak instructor, clinic/ trip lead & co-guide, and yoga instructor.

Kiosk Personnel

Kiosk employees are on the front lines and represent the brand of GJ SUP with equipment rentals being the 1st and foremost component of our business. They are assigned the duty of maintaining the face of GJ SUP at our fixed locations. They are the backbone of GJ SUP as these individuals could be tasked with manning

a kiosk for rental & retail operations, running shuttles, assisting in setting up gear for lessons & yoga classes or helping in special events such as, prepping food on a clinic or setting up lights for a full moon paddle.

Job Duties

- Knowledge of point of sales (POS) system
- Operate the kiosk according to ACA guidelines
- Have an understanding of equipment anatomy and function
- Provide safety talk with all renters
- Know all venues and all possible extraction points in the event of an emergency
- Be able to provide a land demo of basic SUP skills
- Maintaining company emergency equipment
- Arrive at locations early enough to have equipment prep and ready for day
- Ensure all significant weather and lightening protocols are followed
- Maintain, clean & store equipment at designated locations
- Represent GJ SUP with the upmost professionalism
- Wear GJ SUP logo uniform while representing business
- Provide a fun atmosphere to work in
- Know emergency protocol for their given location

Credentials

- GJ SUP employee training cert
- ACA paddle sports safety awareness cert
- Valid Colorado driver's license
- 1st Aid/ CPR cert
- Food handlers' card

Instructors

GJ SUP provides certified lesson based upon American Canoe Association standards (ACA). All instructors/ guides will have at the very least a stand up paddle (SUP) level 1 ACA instructor certification. Instructors in training will shadow a lead instructor to prepare for their ACA L1 instructor certification training. All instructors are required to maintain a current 1st Aid / CPR certification – preference is given to prospective employees with more advance emergency medicine. Instructors may be tasked with several aspects of our business, so it is important they be cross trained. Additional tasks may include rental & sales at kiosk stations, equipment maintenance, shuttle driving, food prep and assist with special events.

Job Duties

- Teach skills & techniques set by ACA SUP guidelines
- Proficient in emergency protocol for their given location
- Experienced and knowledgeable with GJ SUP communications equipment including satellite phone and two way radios

- Proficient knowledge of all venues and all possible extraction points in the event of an emergency
- Maintain company emergency equipment
- Maintain, clean & store equipment in designated locations
- Arriving at locations 30 min to 1hr early to gear up for lessons & clinics
- Provide a fun atmosphere to learn in
- Represent GJ SUP with the upmost professionalism
- Wear GJ SUP logo uniform while representing business

Credentials

- GJ SUP instructor & guide lake and river cert
- ACA L1 SUP cert
- ACA L4 swiftwater rescue cert or equivalent
- Wilderness First Aid/ Wilderness First Responder (WFA/ WFR) or equivalent cert
- Current 1st Aid/ CPR cert
- ACA Paddle sports safety cert
- Valid Colorado drivers license
- Food handlers card

Guides

GJ SUP is moving in the direction of providing guided trips on paddleboards and rafts. It is one of GJ SUP's goals to provide guided rafting as one of the services it offers. All GJ SUP river guides are regulated under the State of Colorado Parks & Wildlife recourses code of Colorado regulations sections CCR 405 / CCR 406 Specifically, chapters 405-1, 405-2, 405-6, 405-7, 406-1. GJ SUP also actively operates under the special recreation permit (SRP) we have secured from the Bureau of Land Management (BLM) Grand Junction & Montrose field offices. GJ SUP adheres to all the rules and regulations set forth by them for operations on public lands within their jurisdiction. These regulations included: having appropriate river miles for lead guide position and a current 1st Aid/ CPR cert. GJ SUP requires it's guides to have an additional level of swiftwater rescue training that is not required by the state. We require all guides to have at a minimum ACA L4 Swiftwater rescue or equivalent cert. GJ SUP provides this training for employees at the beginning of each year. Due to the nature of our business, theses employees must also be cross trained in all other aspects of our business.

Job Duties

- Teach skills & techniques set by the ACA SUP guidelines
- Proficient knowledge of protocol for their given location
- Experienced and knowledgeable with GJ SUP communications equipment including satellite phone and two way radios

- Proficient knowledge of all venues and all possible extraction points in the event of an emergency
- Arriving at locations sufficently early to gear up for trip
- Apply physical activities while maintaining a friendly attitude
- Provide a fun atmosphere to learn
- Maintain company emergency equipment.
- Maintain river miles in personal log book
- Maintain cleanliness of company vehicle & trailer
- Maintain, clean & store equipment in designated locations
- Represent GJ SUP with the upmost professionalism
- Wear GJ SUP logo uniform while representing business

Credentials

- GJ SUP instructor & guide lake and river cert
- ACA L1 SUP cert
- ACA L4 swiftwater rescue or equivalent cert
- WFA/ WFR or equivalent cert
- Current 1st Aid/ CPR cert
- State of Colorado Logged River Miles
- ACA paddle sports safety cert
- Valid Colorado drivers license
- Food handlers card

Yoga Instructors

Grand Junction Stand Up Paddle provides SUP yoga and outdoor dryland yoga classes. All yoga instructors are required to be a 200 register yoga teacher (RYT). Yoga instructors are required to have an ACA or Paddle Into Fitness (PIF) L1 SUP cert or completed a GJ SUP's SUP yoga teacher training. Instructors are to maintain a current 1st Aid/ CPR. Preference is given to prospective employees with more advanced yoga training and higher levels of emergency responder training. Yoga instructor may be tasked from time to time to help out with retreats. New instructors will be mentored under senior instructors before teaching class on their own. All instructors will know our venues and will have been mentored under senior instructors before teaching such class on their own.

Job Duties

- Represent GJ SUP with the upmost professionalism
- Wear GJ SUP logo uniform representing our brand while conducting business
- Provide a fun atmosphere to lean in class
- Come to class prepared with a set of sequences to teach
- Teach SUP skills & techniques equivalent to the ACA, PIF or GJ SUP
- Arrive at locations 30 mins early to prepare equipment for lessons

- Experienced and knowledgeable with GJ SUP communications equipment including satellite phone and two way radios
- Teach paddling skills set by ACA guidelines
- Proficient knowledge of emergency protocol for their given location
- Proficient knowledge of all venues and all possible extraction points in the event of an emergency
- Maintain company emergency equipment.
- Maintain, clean & store equipment in designated locations

Credentials

- GJ SUP instructor & guide lake and river cert
- GJ SUP yoga training or equivalent cert
- ACA L1 SUP or equivalent cert
- ACA L4 swiftwater rescue or equivalent cert *if instructing on river retreats
- Current 1st Aid/ CPR
- WFR/WFA or equivalent cert
- ACA paddle sports safety cert
- 200 hr. RYT cert
- Valid Colorado driver's license
- Food handler card

Grand Junction Stand Up Paddle

Grand Junction Stand Up Paddle operates under the State of Colorado Department of Natural Recourses Code of Colorado Regulations sections CCR 405/CCR 406. Specifically, chapter's 405-1, 405-2, 05-6, 405-7, 406-1. GJ SUP also operates under a BLM special recreation permit (SRP) pursuant to all the rules and regulations set forth by the BLM Grand Junction and Montrose field offices for operations on land under their jurisdiction.

As a business, GJ SUP has developed and adjusted to market conditions to help become profitable. We have seen 30% growth every year since our inception. GJ SUP takes the rental & paddle board business seriously. We invest in our employees and have seen three out of four return year after year. We have demonstrated the ability to fill a niche market and to market it in a successful way. We have proven the ability to mutate to market conditions and adjust on the fly to good ideas and profitable ventures.

Credential

- GJ SUP is a register LLC
- BLM SRP #CO-SO80-20-022
- Colorado state Outfitters Permit #599
- Concierge permit with Highline Lake State Park
- City of Grand Junction Commercial Use Permit

- Special use permit with James M. Robb State Park (Fruita, Connected and Corn Lake locations)
- ACA Outfitter Livery & Guide member
- Colorado State Sales Tax License
- Independent contracts agreement with City of Fruita Parks & Rec
- Established rental procedures
- Established website, www.gjsup.com
- Established local & regional social networks
- Online Fareharbor booking system
- Established social media presence on Instagram, Facebook, You Tube and Twitter

- Business partnerships with industry leaders
- Demo Retail center for multiple brands
- Educated and trained employees
- Procuring 30% growth in gross revenue 4 years in a row
- Doubled total assets within a three-year period
- Growing our fleet of paddleboard suppliers from 1 main brand to 4 brands and a raft manufacturer.
- Tripled our availability of offerings in three years

Strategy and Implementation Plan

Project Scope

Grand Junction Stand Up Paddle sees Las Colonias as a catalyst for the outdoor recreation movement here in Grand Junction. As 17-year locals of the Grand Valley we are intimately aware of the need to diversify our local economy. We see the recreation resources the City of Grand Junction has just recently begun to push as a completely viable direction and believe that with time the Grand Valley will be known as one of the best places to live in Colorado. We have enjoyed the fruits of our geographically blessed location with biking, paddling, and climbing since we got here. The quantity and availability of outdoor recreation is immense and one of the many reasons we have chosen to stay here. GJ SUP was designed with the intent to promote, educate and add value to the areas we conduct business on. This parallels the values the City of Grand Junction is identifying with. As we succeed as an outdoor recreation company in this venue, we help to promote the city's vision.

Community Interest

Our understanding of the project scope and objectives for the Las Colonias Kiosk involves four components supporting a common element. This common element provides shelter and adds strength to its supporting components. Our element lies in the realization that the more people that use and enjoy the Las Colonias river front the more successful the recruitment for outdoor rec businesses will be. In turn the more benefit and value the city will derive from this location. Therefor our primary element will be to spark community interest. We plan to aggressively promote the services we are providing here in the hopes of sparking interest in the waterfront and Las Colonias as a whole. The more people we can help get down to the river front the more inviting the area will become. The more of a "scene" that develops the more successful the entire project will be. In turn, the more business this location sees the more services we can provide for the community.

This approach has ulterior motives. By promoting a safe environmentally conscious use of the water park, lake & local rivers, we are helping to increase environmental stewardship of not only this venue & the Grand Valley river corridors but also other river venues our users might happen to visit. The four pillars we plan to support this central theme with are safety, environmental stewardship, instruction and support.

Safety

Outlined in the City of Grand Junction RFP but also from our own experiences on the river, there has always been a user group who lacks the proper equipment and knowledge to travel safely on the river. Without a doubt the accidents that have happened on our local rivers have predominately happened to this

user group. We plan to engage this user group by providing ACA certified instruction on subjects like swiftwater rescue, paddle craft operation and river craft/boat maintenance & safety. To further help get this user group involved we have held and will continue to hold free demos. This allows us to showcase our equipment and provide instruction and briefs on the high points of safety. In addition, we provide safety talks to all users' weather it is a gear rental or a river lesson going out with one of our certified instructors. We already have strict company guidelines in place regarding rentals and river flows. GJ SUP has established Emergency Action Plans (EAP) for lake & river operations, preseason inspection checklists for our watercrafts and we provide our personnel with first aid and swiftwater rescue gear. We are well versed in outdoor recreation from a risk management standpoint and approach our business from that angle.

Environmental Stewardship

This pillar we hold close to our center as graduates of CMU environmental science programs. We cherish the idea that GJ SUP promotes conscientious awareness of the river corridor. This idea fits well with the history of the land the Las Colonias Business Park sits on. It emboldens us to see how far this area has come and for us to be a part of helping to protect it. GJ SUP will be instrumental in promoting further conservation of this area that the City of Grand Junction has been cleaning up for the last twenty years. Strategies include adding and discussing "Leave No Trace" principals in all our educational clinics. Giving instruction on how to properly use the new water park including direction to users on where to walk, stage their equipment and how to avoid damaging the new aquatic & riparian habitats. We would also like to be more involved with "Leave No Trace" trainings including hosting clinics as well as possibly partnering with Rivers Edge West for riparian restoration field trips.

Instruction

Instruction has historically been one of GJ SUP's primary focuses. All of our instructors are certified through American Canoe Association to teach stand up paddle boarding at a base level 1 and some of our instructors have achieved L3 moving on to L4 (whitewater instruction). Last season all of GJ SUP's employees took and passed L4 swiftwater rescue training. This is a training we require for all our river personnel. Some of our instructors have a Professional Mountain Bike Instructor Association (PMBIA). certification. GJ SUP also has yoga instructors that are 500+ hrs. RYT and actively teach at local studios. We are excited about the prospects that the Las Colonias kiosk has to offer. The new channel and river sections that flow through the Grand Valley are perfect for entry level river paddle instruction. We plan to use the easy and safe features of the new channel to prep students for the more objectively dangerous environment of the main river. Over the past couple of years GJ SUP has added several ACA classes to our clinic list including swiftwater rescue and beginning boating which we already teach. With this location and the addition of the new water feature we will be able to further increase our offerings with beginning/intermediate kayak lessons and river surfing.

Support

Support has also historically been one of GJ SUP's primary focuses. GJ SUP started with its kiosk at Highline Lake State Park and a van & trailer (mobile unit). We began by renting to paddle sport recreationalist out of the Highline Lake Kiosk, renting SUP's, kayaks, and tubes. We brought in a secure storage unit that we built with the help of the Grand Junction Business Incubator in collaborations with Timeless Millworks and R.G. Cowan Design. Both businesses were part of the manufacturing centers there. Three years later we have expanded the scope of the original business plan by a considerable amount. This will be GJ SUP's fourth year of business. We have added a plethora of additional gear to push our river program including multi-person paddleboards, river specific surfboards, body boards, paddle rafts, duckies, peddle boats and tubes. In the last three years we have tripled the amount of river specific equipment we carry as well as the safety equipment that goes with it. In addition to rentals our retail program has developed as well. GJ SUP is a rep and demo center for five large scale paddle craft manufacturers which includes Hala Gear, Hydrus Board Tech, Badfish, Sol Paddle boards, and Hyside Rafts. GJ SUP also has retailer deals with NRS, Camp Climbing gear. We are currently in negations with Sea to Summit & Prana to further augment our SUP, surfing, and yoga specific retail. Realizing the need to exert all available sources of revenue we plan to offer a light retail out of this location specifically for the purpose of supporting specialty items that one cannot get locally.

The river front project was pushed to the voters as a project that all would share in. Grand Junction Stand Up Paddle is uniquely poised to contribute to this project. Our diverse selection of unique services will provide a great benefit to the city of Grand Junction and has the capability to be immediately implemented. We see ourselves as an up and coming outdoor recreation business that focuses on showcasing the more interesting and beautiful aspects of the western slope which is exactly what the Las Colonias Business Park needs to get more tenants and investment. With our recent acquisition of BLM permits for additional river and trail access we will have an increased ability to showcase these beautiful and unique areas. Whether GJ SUP rents, sells gear or takes a customer to paddle, hike or bike we are uniquely poised to add to the value of the Las Colonias Park and the City of Grand Junction.

GJ SUP Highlights/Industry Overview

Grand Junction Stand Up Paddle's original business model was developed on the premise of stand-up paddle boarding being one of the fastest growing outdoor sports in the world to date. The combine effects of exceptional core fitness, relatively low consequence, environment and the varied difficulty levels make for a fun recreational outlet that almost anyone can do. It's a relatively a new water sport activity and proving itself to not to be a fad. As active participants we quickly realized how well this activity fit into the Grand Valley. The rivers that float through town are slow & lazy on a raft at most flow regimes. On a paddle board they are fun, exciting and relatively safe. The extreme temperatures in the summer make water sports even

more attractive. The plethora of put-in's and take-outs along the river make for a fun and varied river experience. The strategic location of the boat ramps provides a great variance in time commitment vs flow for those looking for a fun afternoon float or paddle work-out.

Stand up Paddle Industry highlights include the following:

- In 2013 SUP had the most 1st time participants of any other outdoor recreation in the USA
    i. -HttpS://factmr.com/media-release/488/stand-up-paddle-board-market
- From 2013-2015 Paddle boarding was the outdoor industry's fastest growing sport
- A 2016 market survey noted that the high cost of boards will push the end user toward a preference of rental boards
    i. -www.marketresearch.com/report/global-stand-up-paddle-board-market-2016
- A 2017 report by the outdoor industry association shows stand up paddle boarding grew at 61.6% between 2014-2016
- Paddle Baording was noted as the top activity for growth increasing participation year over year by 18%
    i. -*Outdoor Industry Association Top Line Report 2017*

These statistics reflect the future growth potential for this popular recreational outlet. Colorado waterways are courting more and more in state and out of state users as health & fitness agendas are pushed at a state level. Outdoor recreation has become a large economic driver for communities statewide. Grand Junction with its great climate, two moderate rivers flowing through town, the multitude of lakes and impressive system of mountain biking and hiking trails has a certain draw for outdoor rec enthusiasts. Our business plan capitalizes on characteristics the Grand Valley already has.

GJ SUP was an idea that grew out of a love for the water, the outdoors and a search to find a recreation outlet that we could share as a family on hot summer days. It started with a 2014 meeting we had with the City of Grand Junction building planning team about the possibilities of building an industrial shipping container surf/SUP shop along the 7th street commercial corridor. When terms could not be negotiated with the owners of the property (Know Moore LLC) we abandoned this storefront idea in favor of a more modern online/mobile agenda with a fixed place of business at Highline Lake State Park. With our position there wildly successful and having the operation more finely tuned by 2018 we pitched the idea of building another kiosk and having it delivered to the grounds adjacent to the Las Colonias boat ramp. In that meeting with city leaders we pitched our rental business, which is still the base activity that supports all our other ventures. From that meeting the Las Colonias boat ramp rental kiosk was created. Since that meeting our original plan of simply renting gear has developed into other services. This comes from a desire to

educate recreational users on how to interact with the river in a positive, safe way and by supporting their efforts with equipment and instruction. We also have grown a desire to showcase our local amenities through unique adventures that GJ SUP is a sole-provider of in the valley.

Position in Local Industry

GJ SUP provides watercraft rentals that include stand up paddle boards, tubes, duckies, rafts and hard sided kayaks. We are also a registered State of Colorado River Outfitter (license #599). We operate through and are governed by the rules and regulations set forth by the Colorado Division of Wildlife. GJ SUP holds existing permits to operate at Highline Lake State Park, Connected Lakes State Park, Snooks Bottom Open Space and the Colorado and Gunnison rivers sections that flow through the City of Grand Junction. We also hold stand up paddle and rafting BLM permits to operate on additional river sections of the Colorado, Gunnison, and Dolores rivers including several overnight sections. GJ SUP also holds BLM permits to operate hiking trips in several other areas as well as guided & instructional mountain biking trips at the Palisade Rim trails, Kokopelli loops, Tabeguache trails and Gateway Canyon single-track locations. We have a contract with the Colorado National Monument to provide dryland yoga and hiking within its boundaries. We run a group concierge/shuttle service, water-based fitness classes such as SUP yoga and fitness paddles. We provide resource based workshops such as, ACA standardized swiftwater rescue clinics, beginning boating and paddleboard yoga instructor trainings. We hold a permanent residence at Highline Lake State Park where we maintain a fleet of rental SUP's, tubes, and kayaks. This is also a base of operations for our lake and yoga lessons. We have developed relationships with the City of Fruita parks and Rec to provide lessons and yoga at the pool as well as at Snooks Bottom Open Space. Further we have also developed a relationship with the City of Grand Junction to provide yoga at the community pools.

We have contracts with and are a preferred demo/retail center for Badfish, Sol, Hala Gear and Hydrus paddleboards as well as Hyside raft. GJ SUP provides demo/retail events throughout the year where we direct sales from these events through our Highline Lake location, office space and our online platform. We are in the process of revamping the GJ SUP online retail platform. The online shop will be called the "West End Surf Shop" which will further help develop our retail base for SUP, and river surfing equipment.

We are one of two providers for river & lake lessons and one of five providers for paddle board rentals. We are one of four providers of river trips. GJ SUP is looking into partnering up with Bicycle Outfitters to provide rentals and lessons. This would make GJ SUP one of five mountain bike guiding outfitters. We are the only provider of multi-sport adventures in the disciplines we offer and the only provider of river surfing lessons within the Grand Valley. Additional, GJ SUP is the only local water recreation outfitter that maintains a standardized level of certification through the American Canoe Association, World Paddle Association and Paddle Into Fitness for SUP instructors. GJ SUP has one instructor that is certified through

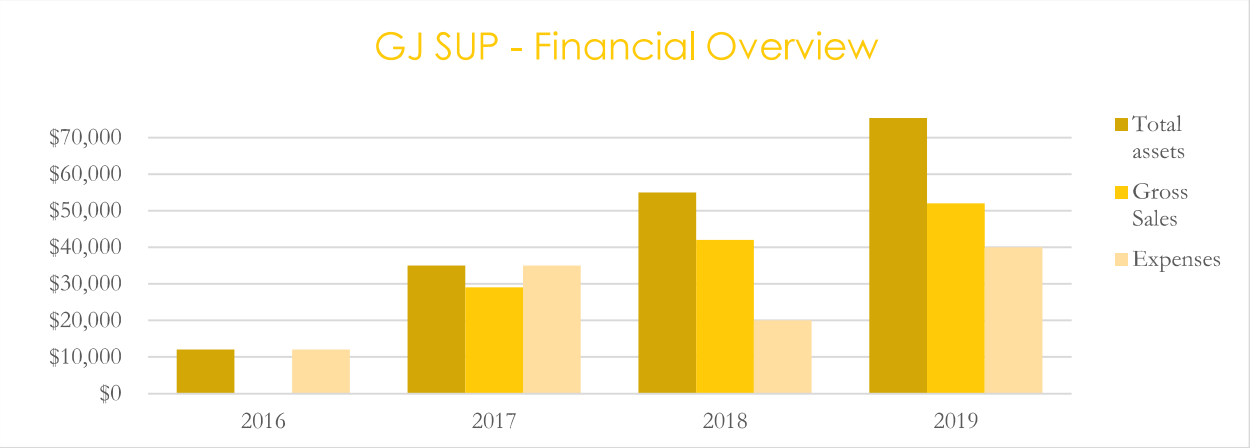
the Professional Mountain Bike Instructor Association and is looking into getting additional instructors trained.

GJ SUP maintains a baseline level of educations for our employees and provide a training to all employees that cover the in's and out of water sport safety. All GJ SUP's instructors are required to maintain a 1st Aid/CPR certification. All river personnel must have a current swiftwater L4 cert along with showing evidence of having continuation of emergency response training such as a wilderness first aid, wilderness first responder or outdoor emergency care. Our instructors all have at least a L1 ACA SUP certification and several have achieved a L3 with the 500 river miles required to be a certified trip leader. All employees and contract personnel maintain their certification records at our office location at 2414 Sandridge Ct., Grand Junction CO 81507.

Financials

GJ SUP has been in business for three years with 2016 being an acquisition year. During the summer recreation season GJ SUP employees 2 full time and 5 part time individuals. We have experienced an average increase of 30% on our gross margins over the last three years (Table 1). We hold no debt. Traditionally, GJ SUP has been used as a tax shelter therefore all profits plus additional personnel finances have been reinvested back into the entity. We also carry a $100,000 secured line of credit (Currently with a $0.00 balance owed) to help fund any spontaneous ventures & developments that we deem advantageous and emergency's that might come our way.

Table 1. GJ SUP Financial Overview



What Makes GJ SUP Unique

Mission Statement

"Grand Junction Stand Up Paddle is committed to promoting a healthy lifestyle by bringing families and the community together through outdoor watersports activities in a fun and eco-friendly way."

Outdoor recreation is booming in the Grand Valley. Its local rivers are an incredible resource. On a raft they are typically boring and leisurely floats. On a Paddle board they can be fast and exciting with several challenging sections to navigate. GJ SUP has the only certified ACA& WPA stand up paddle board instructors in the Grand Valley. We promote SUP through a fitness avenue which is different from the traditional float and party mentality. We approach recreation in the Grand Valley as a gift to be shared. Our 17years of experience of playing locally is helping us showcase the uniqueness of the Grand Valley and its surrounding areas.

Over the last three years GJ SUP's business model has grown to be quite diverse. We are continually adding unique, fun, and healthy activities onto our original rental business plan. GJ SUP's unique offerings include SUP river lessons, river yoga retreats, river surfing lessons, SUP yoga, full moon paddles and swiftwater rescue clinics. These offerings are designed to get more people out and enjoying our local rivers. With our newly acquired BLM permits for use of local mountain biking and hiking trails in the Grand Valley and in the Dolores River Valley GJ SUP plans to push a selection of multi-sport. GJ SUP is partnering up with surrounding businesses to develop Pedal/Paddle and Paddle/Hike trips. Our customers can mountain bike or hike in the morning and paddle in the afternoon to cool off. For 2020 we are planning to offer fitness paddle clinics where we teach basic paddling technique while banging out a series of long distances paddles. With our two mobile units (two passenger vans and equipment trailers) we have more capability to service these kinds of unique trips and still maintain our base level operations.

Keys to Success

For this location to succeed our primary objective will be to get as many people down to the river front though free demos, water sport gear rentals, yoga & fitness activities, lessons, clinics, races and other events. As the Las Colonias Park develops, we plan to be receptive to its needs and change offerings to the internal desires of the park and the city as a whole. This will further our existing relationship with the city by being able to promote additional activities through GJ Parks and Rec. Because of the seasonal nature and the diversity of possible river flows we will need to pursue all available avenues outside of our traditional revenue stream of rental equipment including pushing the additional activities we have cited above outside of water sports. We plan to push all these activities out of this site. This kiosk will also give us an additional location to offer the community educational clinics with the use of the water park features and Butterfly Lake. Ancillary ideas we are entertaining include the rental of miscellaneous bike path accessories such as cross boards, land surfers and One Wheels. The retail side of the kiosk will support essentials for summer protection such as water, power bars, sunblock, chapstick, PFDs, helmets, hard to find locally items & small replacement items for the gear we carry.

Our existing promotions already include a collaboration with Grand Junction River Fest to regionally promote a series of SUP races for the 2020 season. This will help to promote the city, the business park and GJ SUP. As the park develops, we hope to provide classes tailored to cliental within the business park. This will help further the city's vision of the business park. It will also help to draw other business interests by catering to the wishes of the entities already here.

For the past few years GJ SUP has collaborated with Visit Grand Junction. GJ SUP has volunteered its time, personnel and services to help draw media journalist, social media influences and bloggers from the United States and internationally in efforts to promote why the Grand Valley is an outdoor recreation hub. The services have included river & lake lessons. Not only have we been able to show case our business but GJ SUP has also help highlight the amazing outdoor recreation the Grand Valley has to offer. We plan to continually collaborate with Visit Grand Junction to help show case the Las Colonias Kiosk Park.

Las Colonias Kiosk Infrastructure

Currently, GJ SUP has 2 mobile units that are rigged up to service river users. The Las Colonias Kiosk would provide GJ SUP a fixed location that would help grow our river operations exponentially. We envision the Las Colonias space as an avenue to provide better services to our local community. The Las Colonias Kiosk idea grew from a desire to further expand our footprint into river operations and consequently further promote river stewardship & safety. We want to help get people out on the river, teach them how to be safe, and how to take care of it. This is the ideal location for such an enterprise.

Preliminary inspections of the venue noted the lack of heating and cooling within the structure. This is very similar to our Highline Lake Kiosk which will be comparable in operations. We have direct availability to the bathrooms which are adjacent to kiosk, a secure way to close up at night, and availability of power. Despite the seasonal nature of the structure, with our experience in nonconditioned spaces and Grand Junctions temperate climate we expect to be able to extend the seasonal operations of this venue deep into spring and fall months.

Being adjacent to the business park, Butterfly Lake, the water park features and close to the river makes this an ideal outdoor recreation concierge kiosk. The unit is basically on the direct path to the boat ramp, bike paths, and adjacent to the new water park. There is ample parking available to customers at the boat ramp lot with a short walk to water features. We expect to have a small amount of signage that conforms to business park rules. In addition, the logos and branding on our vehicles and trailers should provide adequate visibility to prospective customers.

Given the nature of this unconditioned space and the size of paddleboards, tubes and rafts we expect to have a fairly spartan interior to maximize available space for rental storage capacity. We plan to have a modern flair that can be accomplished with steel racks and modern steel attributes. A medium size counter will greet all customer just inside the door. This counter space will house all point of sale equipment and provide sales display. I will house a safe/lock box for the cash register securely fastened underneath out of site like our Highline Lake facility. A television placed above to display the latest surfing movie and to present the safety videos that all renter will be required to watch. We plan to create steel racks with rollers so we have the ability to roll out equipment to display out front. As floor space allows, we plan to strategically place retail racks stocked with the bare essentials of river surfing, river sup and safety equipment including helmets, PFD's, releasable leashes, fins, etc. We already have a collaboration with the GJ Business Incubator tenants in the manufacturing department that includes Timeless Millworks & Confluence Creations. We will rely on these relationships to build a modern interior with a vibe that will promote these local businesses and the city by showcasing modern and healthy image of our lives in Grand Junction.

Customer Interaction

For GJ SUP to succeed at this location we will need to provide the public with supreme customer interaction, invest in our employees & community outdoor education and collaborate with local business. We plan to accomplish this with a three-tiered strategy.

GJ SUP's focus is to deliver supreme customer interaction. We want to be known for our exceptional customer service and providing a more superior product than our competition. Our main objective with the Las Colonias location is to grow our river focused business. We plan to do this by providing customers with a diverse selection of top quality water sport equipment to rent. Our river clinics will strive to provide personalize instruction that will apply skill with a fun fitness base tangent. Not only will our instructor be

able to provide an exceptional standardized lesson, but they will be versatile with providing customers with information about the history, wildlife and floral &fauna of the Grand Valley.

Our second tier is to invest in our employee's outdoor education. We have a philosophy that competent engaged employees are invested in. GJ SUP has a history of supporting our employee's skills and safety training. We do and will continue to help pay for trainings we want and expect our employees to have. These include ACA instructor trainings, flatwater and swiftwater rescue courses, 1st Aid/ CPR trainings, and "Leave No Trace" seminars. We want our personnel to showcase how to utilize these outdoor recreational areas. We also want them to teach how to become more aware of our natural environment and how to become better stewards of it. When we are investing in our employees we are investing in our business. This investment is then extended to the community in the form of knowledgeable happy employees that provide an exceptional product because they want to reciprocate that investment.

The third tier involves collaborations with other motivated individuals and businesses within the community that also share the idea of superior customer services. We already have shown a desire to collaborate and share work with other companies that are promoting the uniqueness of the Grand Valley. GJ SUP has demonstrated this with the partnerships and collaborations we've had with Colorado River Fest, River Professionals Group, River Rescue Dynamics, Barrelosphy, Visit Grand Junction, Grand Junction Business Incubator, Timeless Millworks and RG Cowan Design Build. We are currently working on additional collaborations with Gateway Canyons Resort on a "Paddle, Peddle & Yoga Adventure" and Ridgeline Fitness with a "Fitness Paddles & Cycling" class. GJ SUP is also working with several local restaurants to showcase local food samplings for lunches during our clinics and trips. This is a philosophy that helps to share the wealth within a community based on the idea that a rising tide lifts all ships.

Equipment Acquisition Summary

GJ SUP has spent the last three years focusing on acquisition of assets to perform the services we provide. With the start of year four we plan to focus on perfecting our existing offerings, increase the diversity of our river use and biking and fitness excursus. We plan to pursue the budding retail side of our business "The West End Surf Shop" which will sell specialty paddle board and river surfing specific items locally but also through our online platform.

GJ SUP has been in business for three years. We have an inventory of 45 paddle boards (river surfers, race, all around, white water and yoga board), 6 duckies, 4 hard sided kayaks, 15 tubes and 1 raft. In addition, we have paddles, type 5 PFDs, helmets, leashes and miscellaneous safety equipment to supply three independent river groups of ten while still maintaining adequate coverage at our Highline Lake Kiosk. GJ SUP has communication devices in the form of 2-way radios, a satellite phone for remote operations, safety gear for 5 guides and 1st aid equipment for three independent groups of ten. This includes 2 guides per

group. We maintain one 16' flatbed for rafts and two 16' enclosed trailers for paddleboards and miscellaneous equipment. GJ SUP owns two passenger vans. We have one 12 passenger and one 15 passenger, both with reasonably low mileage.

For this new location we already have the primary tangibles and expertise to maintain and supply rentals of tubes, paddle boards, surf boards, paddle boats, rafts, kayaks and safety equipment and still provide river outfitting/clinics at this location. We already have a large majority of the equipment we need to support this facility. We are planning to use a percentage of early capital to fine tune our watercraft selections, invest in a fleet of wetsuits and partner with Astral (which we already have a retail sales account with) to offer a fleet of closed toed shoes. We hope with the addition of this wetsuit fleet we can push the envelope of our season and offer additional outings early into the spring and deep into the fall.

Rental Services

The Las Colonias Kiosk will employee 2-4 employees at a time. This will depend on the time of the season, lessons & events scheduled and the public demand. At all times there will be a kiosk rental/ retail employee working the front desk, a river guide on duty to conduct river lessons & rentals shuttles. During the early growth of the business at this location our principle owner/ manager, Elizabeth will be at the kiosk to manage the books & point of sales systems, train personnel in rental & retail procedures. The following is a bullet list of the job duties for rental and retail personnel:

- Represent GJ SUP with the upmost professionalism
- Knowledge of point of sales (POS) system
- Operate the kiosk according to the ACA guidelines
- Check and post weather report daily
- Understanding of equipment anatomy and function
- Provide safety talk with all renters
- Know emergency protocol for venue
- Be able to provide land demo of basic sup skills
- Maintain kiosk emergency equipment
- Maintain company communication equipment
- Arrive at location early enough to prep equipment and ready kiosk for the day
- Ensure all significant weather and lightening protocols are followed
- Maintain and clean equipment and store
- Wear GJ SUP logo uniform while conducting business
- Provide a fun atmosphere to work in

A primary component of the rental and outfitter business is the liability waiver process. Over our last three years of operations we have greatly dialed in on this process with the use of an online wavier system. We plan to have several independent and mobile iPad stations where customers can belly up and get on an iPad to sign their waivers. An independent Verizon wireless internet system will be used for our waivers and point of sales system. The point of sale systems will be at our counter and will support all cash/credit transfers. A wireless smart TV linked to an independent laptop will be used to play safety videos, inspirational movies and advertise for upcoming events.

Lake and Water Park Rental Pricing

We have developed our pricing strategy based upon three years of successful operations. We have researched and even taken trips & lessons from other vendors. Our prices are in line with the industry average and the western slope income demographics have been taken into consideration. GJ SUP maintains a working relationship with several other paddle board/ outdoor recreation outfits within Colorado. GJ SUP has partnered up with other business for class certifications, workshops and clinics. This helps us maintain our position in the Grand Valley by keeping abreast on what the competition is doing, what their prices are and what services they are offering. The following is based off hourly pricing that GJ SUP uses at the Highline Lake Kiosk. For the Las Colonias Kiosk we will mimic these prices for hourly rentals on the Butterfly Lake and water park (Table 1).

Table 1. Hourly Rental Price List for Water Sport Equipment for Water Park and Butterfly Pond

Equipment	1 Hr	*2 Hr*	*3 Hr*	4 Hr	5 Hr	Full Day
Paddle Board	$20	$30	$40	$45	$50	$55
River Surfboard	$20	$25	$30	$35	$40	$45
Body Board	$10	$15	$20	$25	$30	$35
Single Kayak/ Duckie	$20	$30	$40	$45	$50	$55
Double Kayak/ Duckie	$25	$35	$45	$50	$55	$60
Tube	$10	$15	$20	$25	$30	$35
Peddle Boat	$25	$35	$45	$50	$55	$60

River Rental Pricing

River opertaions have a slightly different price list and time structure for rentals. The Colorado River sections that GJ SUP will have rentals, lessons and clinics on are as followed: Corn Lake State Park to Las Colonias boat ramp, Corn Lake State Park to James M. Robb boat ramp, Las Colonias to Blue Heron boat ramp and Las Colonias to James M. Robb State Park (Fruita) boat ramp. Lessons and Clinics on the Gunnison and Dolores River will occur on specific dates and times throughout the season. River tube rentals and shuttles will have three 2 hour floats from Las Colonias to the Blue Heron boat ramp. Tube rentals will only be conducted on the river at flows below 5000 cfs and the water park during flows below a flow yet to be determine. River flow is a primary component of risk management to river users. GJ SUP has a policy of erroring on the safe side. GJ SUP has adopted these acceptable flows from our own experience and from a review of other businesses in the industry that provide river tube rentals. Table 2 breaks down river watercraft, duration of time and price for river rental operations.

Table 2. River Water Sport Equipment Rental with Shuttle

Equipment	2 Hr/ Quarter Day	4 Hr/ Half Day	8 Hr/ Full Day
Paddle Board	$35	$50	$60
Single Kayak/ Duckie	$35	$50	$60
Double Kayak/ Duckie	$40	$55	$65
Small Raft	$50	$65	$80
Large Paddle Board	$50.	$65	$80
Tube	$30		

Stand up paddle boards rentals come with paddle, helmet, leash and one PFD. River surf boards come with a board, helmet, leash and one PFD. Double kayaks come with two paddles, two PFDs and two helmets. Tubes come with one PFD and a helmet depending on river flow. Rafts will come with two oars and four PFDs, multi person paddleboards (Large Paddle Boards) will come with four PFDs and four paddles. GJ SUP is aware that more than one person would like to be on the paddle board at a time and based what we have observed in the industry we have added the option of miscellaneous gear rentals for PFDs, paddles, helmets and leashes for additional fees. All equipment rentals include a safety talk and basic dryland gear instruction.

River equipment rentals that include shuttle service will have set block rental times and pick-ups from different boat ramp locations. The times will vary throughout the season based on the cubic feet per second (CFS) the Colorado River is running.

Table 3. Include with Water Sport Equipment Rental

Equipment	Paddle/ Oars	PFD	Helmet	Leash
Paddle Board	1x	1x	1x	1x
River Surfboard		1x	1x	1x
Single Kayak/ Duckie	1x	1x	1x	
Double Kayak/ Duckie	2x	2x	2x	
Small Raft	2x	4x	4x	
Tube		1x		

Retail Pricing

As we develop our retail services, we envision most of our large scale equipment sales to be routed through our online platform. The online store can be accessed off our main www.gjsup.com website. We are calling this portal "The West End Surf Shop". We plan to offer all the equipment we currently demo but also other items such as water, sun-screen, paddles helmets leashes PFD's, Fins, and miscellaneous hard to find surf goods. Floor space availability at the Las Colonia Kiosk will determine what kind of stock we are able to provide on these items. We are in the process of developing a demo/drop ship program where very little inventory is needed. The pricing on new equipment is ruled by retailer/vendor contracts. Most companies specify MSRP (manufacturer suggested retail pricing) for given items during a set timeframe. End of the year sales are acceptable & typical. We sell our used rental fleet yearly to rotate our stock and update the previous year models. We typically do this in one end of the season "yard sale".

Additional Service Descriptions

Previously mentioned, GJ SUP already provides these services at a few of our other locations. These services provide education opportunities, an additional form of health & fitness and different outdoor adventure avenues. These services draw a wide range of demographics. Availability, location and pricing for these additional offerings will vary throughout the season

SUP & Watercraft Demo-Free

GJ SUP provides free SUP demos throughout the season. These demos give us a platform to showcase our retail brands, highlight why they are so unique and garner potential sales. They give prospective buyers a chance to try different board brands before buying. These events also provide outdoor recreationist with limited means a chance to do a fun and exciting activity.

Full Moon Paddle Night 2hrs

There is just something magical about moonbeams reflecting off the water. Share this unique paddle board experience of looking at the moon with someone special, even if that someone special is just you. Participants arrive early enough in the evening to practice paddling, enjoy a beautiful sunset and adjust their eyes to the night sky. As the moonlight gets brighter, we will paddle around to enjoy the night sounds and meditate. Boards will be lighted in a colorful array of lights.

Morning SUP Yoga 75Min

Develop better balance, strength, coordination and endurance by linking Ujjayi breathe to asanas through a series of sun salutations in this energizing vinyasa class. The connection with movement and breath will ease the mind and allow you to experience a sense of peace and tranquility. The class culminates to blissful relaxation on the board, leaving you feeling happy and free!

Beginner SUP Lake Lesson

An introductory lesson that will review personal preparation, board & paddle design details, paddle environment & safety, how to stand up on a board, prone paddling, range of motion exercises, bracing, how to slow down and stop a board, power forward stroke, forward and reverse sweeps. Depending on groups ability additional techniques may be taught.

River SUP Lesson

Learn SUP river skills & techniques such as ferries (crossing current), peel outs, eddy turns and how paddle on rapids. Students will also learn about river SUP equipment, safety gear, river environment & water safety while paddling down some of the most beginner friendly sections of the Colorado River. *Previous lake lesson is highly suggested so that student has basic knowledge of paddling strokes and technique.

ACA L4 Swiftwater Rescue 2 Day Clinic

Teaches recognition and avoidance of common river hazards, execution of self-rescue techniques, and rescue techniques for paddlers in distress. Emphasis is placed both on personal safety and on simple, commonly used skills. Fundamental and more advanced techniques for dealing with hazards that carry greater risks for both victim and rescuer, such as strainers, rescue vest applications, entrapments, and pins, also are practiced.

Private Boater Awareness Clinic

The objective of the Private Boater River Awareness class is to educate beginner and novice river recreators and boaters, on the hazards of the river and safe recreation techniques. This class is designed to teach you, your family and friends how to enjoy our local natural waterways in a safe and fun matter. Whether you are brand-new to the river or looking for some entry level training in whitewater, this class is designed to educate you in river preparedness, safety, hazard avoidance and self-rescue techniques.

RVR 2 RVR 2 Day Waterpark River Surf Clinic

A collaboration with premier industry influencers. Teaches river surfing and covers everything from environmental stewardship, safety, gear and hydrology. To learning skills and techniques of popping up, weight distribution, and making connecting turns.

Multi-Sport Options

As mentioned above we plan to utilize our newly acquired BLM permits to facilitate a selection of multi-sport offerings. These may include a Pedal/Paddle, Yoga/Paddle, Paddle/Hike where we take customers for a morning activity (bike, hike, yoga) on one of the local hotspots then after a lunch sampling some of the local restaurant fare and then we shift gears for a cooling paddle board clinic in the river running one of the local stretches. With our newly acquired BLM Permits we have the capability to do this in the Dolores River Valley and the Big Dominguez Canyon of the Gunnison. We also have the ability offer hiking/yoga in the Colorado National Monument followed by a local float.

Proposed Hours of Operation

Based on the hours of operation at our Highline Lake Kiosk we expect these to be seasonal in nature but also subject to water flows. There will be times where extremely high or low flows might hamper activity at the riverfront. During a normal season flows ranges from 700 - 15,000 cfs. We tentatively expect to be able to operate April through October. The new water feature might have the ability to operate above 15,000 cfs but we expect it will eventually hit a flow regime where it will become unsafe to operate on. March and November will be used as preparation months for the upcoming season and breaking down after the season is over. We hope to be able to utilize these additional months to further expand on our retail program. During the full summer open season, Memorial Day through Labor Day GJ SUP is anticipating on being open 5 days a week, Thursday through Monday 9:00 a.m. - 5:30 p.m. with additional hours and days to be determined by sales numbers. We are also actively planning for additional openings available for paddle board yoga on Butterfly Lake and customized clinics as the need arises. This will help push the tail of the water season the first year and help to bring it on earlier the subsequent years. As we further develop our river business and get a feel for the space, we expect that we will need to adjust days and times of operations to fit the community needs. We are well versed in this type of seasonal operation and are attempting to provide a diverse array of services to help diversify in the event the operational outliers occurring.

GJ SUP is planning for the Las Colonias Kiosk to be open from 9:00 a.m. to 5:30. Operation schedule times may vary depending on activity and potentially hazardous weather conditions. The following bullet list is a time frame of how lessons, clinics, water park, Butterfly Lake rentals and river rentals will be schedules from the Las Colonias kiosk.

- 8:30 – 9:00 a.m. Kiosk employee and instructor conducting lessons or clinics will arrive prior to opening to set up the store front and set aside morning rentals
- 9:00 a.m.- 5:30 p.m. Las Colonias Kiosk open for rental & retail operations
- 9:00 – 11:00 a.m. 2 Hour lake and water park lessons will be conducted in the morning to reduce the risk of potential weather or overcrowding
- 9:00 a.m. – 5:00 p.m. Full day river equipment rental
- 9:00 a.m. – 1:00 p.m. 4 Hour 1st sessions of river equipment rental
- 9:00 a.m. – 11:00 a.m. 2 Hour 1st session river equipment rental
- 2:30 p.m. – 4:30 p.m. 2 Hour 2nd river equipment rental
- 1:30 – 5:30 p.m. 4 Hour 2nd session river equipment rental
- 4:30-5:30 last 1 Hour waterpark and butterfly lake rental
- 5:30-6:30 closing kiosk procedures

Marketing

Advertising and Promotion

With this type of business marketing plays a huge roll in revenue. With three prior years of marketing this type of service we are dialing our focus into areas where we need to promote our business. Our concentrations involve various types of social media with local and location hashtags. We also employ more traditional marketing methods such as flyers, videos, doing manufacturer demos and fundraisers for healthy living events such as the "We Can" child obesity program sponsored through Western Colorado Pediatric Associates. In addition to these avenues we have sought out to help provide magazine fodder and have adds in local publications. We have a contract with a brochure distributor to cover hotels within a 100-mile radius. We have contracted with a local videographer to have short videos clips made showcasing who we are and what we do. New to this year, we are planning on targeting our social media campaign towards larger city's with direct flights into Grand Junction. In the hope of fostering interest in our yoga retreats, outdoor adventure packages, fitness paddles and pedal/paddle trips to local trails & local rivers. We are also partnering with Colorado River Fest to help promote a river race series this year. These steps are already in the works

Social Media

For this type of business, social media is a primary source of advertising. In a general sense we have advertising to everything we do in one add scape. In the Instagram age with geotagging and viral images that get thousands of reaches social media is by far the biggest bang for the buck in modern advertising. A healthy following can help reach thousands of people in other locations. This is of particular interest to the increasing number of recreation users who want to visit locations they have seen on Instagram or Facebook with the specific business or location tagged. We are particularly blessed in these locations here on the western slope and have an abundance of them. Being able to identify and geotag these locations with our services and being available to take them there is an added benefit of this app.

Social Media has many advantages over most other marketing styles for many reasons foremost is the return on numbers for dollars spent. One advantage specific to us is the ability to target audiences. For example, for our yoga retreat with Gateway Canyons we are going to target audiences that have direct flights to Grand Junction such as Las Vegas, Phoenix, Denver, and Las Angeles. An additional advantage of using social media to advertise is the availability of analytics specific to your engagements. They are far more discernable than the traditional print media investigations of return on advertising numbers. GJ SUP's advertising campaign is seasonal in nature, starting in April for the last two years and continuing through October. We maintain a small social media presence over the winter to maintain our following. With the advent of a new location and the ability to expand our footprint we expect to start immediately pushing all the amenities the new Las Colonias Kiosk has to offer.

Market Analysis

Our primary market is summertime users ages 18-65. We traditionally have marketed toward the local economy concentrating our advertising within a 100-mile radius. The population base for the Mesa County is approximately 151,000. The Grand Valley includes roughly 100,000 people with an average age of 38. The median household income is $47,000. These figures are of importance to GJ SUP as these demographics places an emphasis of the people not having sufficient financial means and preferring to rent as oppose to individuals going out and buying expensive equipment. Our business plan fills this niche and include quality instruction and education on how to use it in the attempts to further increase water user numbers.

On the other side, there is no place within 100 miles to demo/retail a quality piece of water equipment. The paddle board market in general is consistently growing with a projected 11.5% increase in overall participation through 2028. These numbers support retail considerations. Considering the growth trajectory of the Grand Valley, coupled with its new-found fame as a recreation capital and its concentrations of access to water we expect local numbers to surpass the average.

References

Alan Martinez
Highline Lake State Park, Manager
(970) 858-7208
1800 11.8 Road
Loma, CO 81524

Elizabeth Fogarty
Visit Grand Junction, Director
(970) 256-4052
740 Horizon Dr.
Grand Junction, CO 81506

Betsy Warner
Grand River Academy, Teacher ELA Grades 6, 7 & 8
(970) 254-6393
600 North 14th Street
Grand Junction, CO 81501

Nadia Almuti
Hala Gear, Athlete & Social Media Manager
(315) 323-4333
910 Yampa Street #108
Steamboat Springs, CO 80487

Amy Byrne
Boy Scout Troop 357 First Methodist Church, Scoutmaster
(970) 361-7349
522 White Avenue
Grand Junction, CO 81501

SECTION 6.0: SOLICITATION RESPONSE FORM
RFP-4754-20-SH

Firms must submit entire Form completed, dated and signed.

In addition to items below, include a narrative of the services offered based on Section 3 of this RFP.

1. Monthly Lease Proposal — $200 monthly / $2,400 annual
2. Proposed Hours of Operation — Thursday - Monday

The City reserves the right to waive any information or irregularities in any offer or reject any offer.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Grand Junction Stand Up Paddle
Company Name – (Typed or Printed)

Elizabeth Fortushniak
Authorized Agent – (Typed or Printed)

Elizabeth Fortushniak
Authorized Agent Signature

(970) 433-4760
Phone Number

2414 Sandridge Ct.
Address of Offeror

elizabeth@gjsup.com
E-mail Address of Agent

Grand Junction, CO 81507
City, State, and Zip Code

3/25/2020
Date

STAND UP PADDLE
BOARDING CO.

Grand Junction Stand Up Paddle Ancillary Ideas & Media Potientals

2414 Sandridge ct.
Grand Junction, CO 81507

p. (970)433-4760

Elizabeth@GJSup.com
WWW.GJSUP.COM

Additional Ideas for Services and Media Potentials

Our entire mission for this Las Colonias location will be to create a vibe and to foster events that draw people to the waterfront. We have proven the ability to create this environment at our current location at Highline Lake. These projects have been the result of partnering with other local businesses. This has proven to us that the keys to successful small business events lie in collaboration.

Paddle Board Race Series:
This project is already in the works. We are planning a series of four races that are successively longer in length and culminating in a Grand Finale 13 miler that terminates at a place to be yet be determined. We plan to collaborate with food trucks and live music at the grand finale. GJ SUP will rent and support shuttling on this ongoing collaboration with Paddle Fest LLC.

Weekly Fitness Paddles:
This is another idea already in the works to help prep people for our race series. We are looking to collaborate with both traditional and cross-fit gyms. We plan to host weekly fitness paddles, shuttling paddlers from Las Colonias to Blue Heron lake where we then run 6 miles back to our location.

Morning SUP Yoga:
Also, already in the works, depending on market conditions we plan to possibly have one paddleboard yoga session on butterfly pond a week - which we already have permits in place for.

Friday Surf League:
While the wave at the park remain unproven we think that given favorable flows we could Sponsor a Friday surf party which could include live music and food from food trucks and beer from the Edgewater brewery or just remain a publicized spectacle of fun activities for people to watch as they stroll the new water way.

Beginning Boating Clinics:
This is already in the works we plan to collaborate with River Rescue Dynamics LLC which is another small local business to provide beginning boating clinics.

Gear Maintenance Clinics:
Clinics on how to patch and repair your boards, rafts and equipment.

Fit Festival:
Collaborations with local Cross Fit, Barre & Yoga training centers to host some fitness clinics involving training and healthy eating ideas, this helps us push paddle sports through a fitness ideology. This is an idea that we feel could morph into a festival.

Movie on Butterfly Lake: We can utilize a projector setup to showcase a sunset movie of the latest SUP, Surf and Mtn Biking productions. This could be a big hit with local entrepreneurs having recent movies that have garnered national media attention.

E Bike Rental: E bike are making a strong push into the modern age as they are ideally suited to bike path travel for older individuals. These individuals might not otherwise have the fitness to make a trip unassisted. A collaboration with local business could be facilitated to rent the other sheltered side of the bathrooms.

Outdoor Education and Summer Rec Programs: We already have established relationships with the Boys and Girl scout troops, local District 51 school groups, Keystone Outdoor Learning Center and The House and several home-school groups to promote self-esteem and confidence through paddling. We plan to actively seek out more of these types of kid's groups and further our collaborations with them.

Company Retreats/Team Building: GJ SUP has already utilized it's Highline Lake operation to facilitate company picnics. This is an idea that has legs with our new ability to operate on venues outside of the town river run. Collaborating with other individuals with a team building series could easily be put together.

Request for Proposal
RFP-4754-20-SH

OUTDOOR RECREATION EQUIPMENT CONCESSIONAIRE

RESPONSES DUE:
March 26, 2020 prior to 2:30 P.M. Local
Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)
www.bidnetdirect.com/colorado
(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:
Susan Hyatt
susanh@gjcity.org
970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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1.0 Administrative Information and Conditions for Submittal

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5.0 Evaluation Criteria and Factors

6.0 Solicitation Response Form

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

1.1 Issuing Office: This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:

RFP Questions:
Susan Hyatt
susanh@gjcity.org

1.2 Purpose: The purpose of this RFP is to obtain proposals from qualified Outdoor Recreation Equipment providers to supply rental or lease services at Las Colonias Park as described in Section 3.

1.3 Compliance: All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the City omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.

1.4 Procurement Process: Procurement processes shall be governed by the most current version of the City of Grand Junction Purchasing Policy and Procedure Manual.

1.5 Site Visit: A site visit is offered for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). *The site visit is not mandatory, but is strongly encouraged*. Meeting location shall be at the **Las Colonias Business Park** located at **1695 Las Colonias Landing, Grand Junction, Co 81501** on **Thursday, February 27, 2020 at 10:30 AM.**

1.6 Submission: Please refer to section 4.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website,** www.bidnetdirect.com/colorado**. The uploaded response shall be a single PDF document with all required information included** This site offers both "free" and "paying" registration options that allow for full access of the City's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 4.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

1.7 Altering Proposals: Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

1.8 Withdrawal of Proposal: A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline

date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

1.9 Addenda: All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal. Addenda and solicitations are posted on the City's website, www.gjcity.org/business-and-economic-development/bids, for informational purposes.

1.10 Confidential Material: All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "**Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "***Confidential Disclosure***" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the City. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary

1.11 Response Material Ownership: All proposals become the property of the City upon receipt and shall only be returned to the proposer at the City's option. Selection or rejection of the proposal shall not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled "Confidential Material". Disqualification of a proposal does not eliminate this right.

1.12 Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the City.

1.13 Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions

1.14 Open Records: All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.

1.15 Sales Tax: City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.16 Public Opening: Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the City and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of Services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project.

2.3. Acceptance Not Waiver: The City's acceptance or approval of any Services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his Services. The City's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.

2.4. Assignment: The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City.

2.5. Compliance with Laws: Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

2.6. Debarment/Suspension: The Contractor herby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.

2.7. Confidentiality: All information disclosed by the City to the Contractor for the purpose of the Services to be done or information that comes to the attention of the Contractor during the course of performing such Services is to be kept strictly confidential.

2.8. Conflict of Interest: No public official and/or City employee shall have interest in any contract resulting from this RFP.

2.9. Contract: This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

2.10. Cancelation of Solicitation: Any solicitation may be canceled by the City or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the City.

2.11. Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

2.12. Employment Discrimination: During the performance of any services per agreement with the City, the Offeror, by submitting a Proposal, agrees to the following conditions:

2.12.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.12.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

2.12.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.13. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien Servicesers or otherwise violate the provisions of the Federal Immigration

Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

2.14. Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.

2.15. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.

2.16. Indemnification: Offeror shall defend, indemnify and save harmless the City and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

2.17. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City.

2.18. Remedies: The Offeror and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.19. Venue: Any agreement as a result of this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

2.20. Expenses: Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the City.

2.21. Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the City's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

2.22. Collusion Clause: Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The City may or may not, at the discretion of the City Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

2.23. Gratuities: The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the City may, at their discretion, terminate this contract without liability to the City.

2.24. Performance of the Contract: The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of resulting contract award.

2.25. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the City. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the City. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.26. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an City employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the City.

SECTION 3.0: SPECIFICATIONS/SCOPE OF SERVICES

3.1 General: The City of Grand Junction, Colorado (City) is seeking proposals from outdoor recreation equipment suppliers to develop a public/private partnership at Las Colonias Business Park in Grand Junction, CO. The objective of this RFP process is to identify the outdoor recreation equipment firm that can provide the greatest benefit to the City.

The City of Grand Junction is located in Mesa County, Colorado on the western slope of the Rockies, midway between Denver, Colorado and Salt Lake City, Utah. Grand Junction is a full service City operating under a Council-City Manager structure. Grand Junction serves Western Colorado and Eastern Utah as a regional hub for commercial and retail business, higher education, medical services, and recreational opportunities. It is the County Seat and is the largest city on the western slope of Colorado with a population of approximately 62,500 within the City of Grand Junction and approximately 151,000 county-wide. The county is approximately 3,300 square miles in area, with terrain varying between mountains, wide valleys, and narrow canyons.

Las Colonias Park is 130 acres and sits adjacent to downtown Grand Junction along the banks of the Colorado River. It has a diverse and rich history, situated just upstream from the namesake of the community, the confluence of the Gunnison and Colorado Rivers, and has strong connections to the rest of the community with a Riverfront Trail System.

3.2 Background: The Las Colonias River Park has restored what was previously a riparian area and has increased recreational use of the riverfront. The River Park has a continuous flow when the Colorado River flows are above 810 cubic feet per second, increasing the area of aquatic habitat at the site while enhancing recreation in the Park as well as the natural aesthetics of the area. The Las Colonias Business Park is at the east end of the Park. The Business Park development includes a campus directed at attracting outdoor recreation related businesses, combined with public park amenities.

3.3 Planned Improvements: Following is a description of improvements to be in place by April 2020, including a dog park and the River Park at Las Colonias. Proposers have the opportunity to help the City activate these new amenities.

Following is an excerpt from the Great Outdoors Colorado grant that largely funded the River Park at Las Colonias:

> The 140-acre Las Colonias Park is partially developed with trail connections, parking, a restroom/shelter, and an outdoor amphitheater. The remainder of the park (boat launch, three restroom/shelter buildings, lake, festival area, and dog park) and the infrastructure for the Business Park was recently completed. The River Recreation area will be completed by April 2020. The goal is to restore what was previously a riparian area and to increase recreational use of the riverfront. The scope of the project includes: an additional inlet channel and an extension of the existing slough with recreational elements, revegetation, and interpretative signage. Consultations were held with communities and knowledgeable individuals managing or participating in similar projects including Montrose, Salida, Buena Vista, Steamboat Springs, and Golden. These individuals included design experts, civic leaders, as well as citizens that have enjoyed these similar projects.
>
> **Inlet Channel:** A new inlet channel will be constructed to allow flowing water for a greater period of the year, to control flow distribution to function appropriately in the existing river system, and to avoid adverse impacts to existing aquatic habitat

in the main channel of the Colorado River or any secondary channels. The excavated channel extension has continuous water flow when the Colorado River flows are above 810 cubic feet per second. This excavation will add 1.77 acres of open water, increasing the area of aquatic habitat at the site while enhancing recreation in the park as well as the natural aesthetics of the area.

Extension of Existing Slough and Recreational Elements: An extension of the existing slough will enhance the aquatic habitat by increasing the area of open water and creating flow complexity. Individual large boulders placed at optimal locations throughout the channel allow natural scouring, secondary eddy currents, velocity refuges, and cover. These boulders are beneficial for the natural habitat, river users, and the aesthetics of the park as a whole. The step-pool structures were constructed using locally sourced natural boulders and they provide recreation opportunities for in-stream users. The structures are stable and do not present a hazard to navigation. Multiple habitat boulders and ribbed riffle enhancements were installed throughout the modified secondary channel creating flow heterogeneity and aquatic habitat complexity. The structures will allow for natural scouring below the installed boulder steps, form flow pools with low velocities that create cover, create flow complexity and habitat diversity, aerate the water, provide grade control and flow control for the new channel, and will add to the natural appearance of the park. Strategically placed small tight boulders along the new riverbed at the tail end of the flow pools will enhance the integrity of the new structures and pools. Individual stones shall be set tight, minimizing voids to create adequate pool protection and avoid foot entrapment while providing the structure that the step-pool features require. A soft surface trail will be installed to connect users to main access points and allow navigation along the channel.

Revegetation: The streambanks of the new channels were be planted with native riparian vegetation plantings, providing erosion control, a riparian buffer, and increased habitat. Bank areas along the outside of meander bends (areas of high scour potential) will be protected by biotechnical bank stabilization consisting of vegetated natural boulder terracing. A multi-layer canopy will be developed which consists of approximately four to six distinct vertical layers of vegetation and provides a diverse physical habitat structure and improves the biodiversity in the area.

Top soil was imported and graded in four inch lifts with erosion control fabrics and weed control followed by native riparian seed mix in specified areas. Riparian seeding was complimented with adjacent vegetation reflecting the gradient of vegetation from the streambank/wetland edge to the upper stream terrace areas. This includes containerized trees and shrubs in specified areas while other areas have pole plantings. Variety of plantings include Mountain Willow and Planeleaf Willow plantings, Box Elder, Black Choke Cherry, and Narrowleaf Cottonwood trees.

There are 8,534 people within one mile of Las Colonias Park. The existing Riverfront Trail includes 21 miles of trail from Las Colonias to Fruita. Orchard Mesa pedestrian bridge connects the neighborhood to the Park at the site of Eagle Rim Park, the new Orchard Mesa Middle School. Access is robust with Highway 50 and the Riverside Parkway. Existing concrete paths and parking provide ADA access; however, access points provide access to logical points (put-ins and take outs). At approximately the high water line, a landing is provided for staging. From this landing, stone terraces at varying elevations allow for access into the river to a craft at the water's edge. Within 1 ½ miles there are: five schools, one museum, six neighborhood parks, a historic theater, a train station, bus station, and the bustling Main Street. Colorado Discover Ability is located on City owned property on the west end of the park.

The River Recreation feature is a unique project because of it multiple benefits and needs:

Water-Based Recreation: Grand Junction is located in the banana belt of the state with warmer temps, mild winters, and year-round recreation opportunities including hundreds of miles of trails and the Gunnison and Colorado Rivers offering fishing, rafting, kayaking, and paddle boarding opportunities; however, there is a significant void in terms of safe, river-based recreational activities. The Grand Junction community has expressed a major desire for these types of recreational opportunities along the Colorado River for small water crafts (canoes, kayaks, duckies, inflatables, etc.). The lack of opportunities has been a barrier in maintaining our strong economic position with tourists; furthermore, our residents are leaving the valley to participate in this highly sought after activity. At Las Colonias, the Colorado River sees its lowest flows in August when irrigation water is turned off with higher flows in September and October. The feature will be usable literally year-round; however, it is most advantageous during the fall when much of the rest of the state sees such low flows making features unusable. The addition of the River Recreation feature fills a void in the community and serve as a strong compliment to the park and Business Park development. This project will allow for many types of water-based recreational programming including beginner and novice paddling. The project is designed to have slalom, freestyle, downriver kayaking as well as stand-up board training. There are several groups that would utilize the space including: Colorado Discover Ability, a non-profit providing river-based programs for those with challenges; Team River Runner, a non-profit providing paddle sports for Veterans, Riverside Educational Center (in partnership with Colorado Canyons Association), a non-profit tutoring program that dedicates weekly and summer outings to connect underserved kids to nature; GJ SUP, a local business providing stand up paddleboarding programs, Colorado E-bikes, a local business set to open up shop at Las Colonias Business Park providing rental opportunities, and Colorado Mesa University Outdoor Program, CMU's headquarters for ourdoor program and rentals providing kayak and SUP programming and rentals.

Safety: Since a recreational element does not currently exist in Grand Junction, residents are typically using the Colorado River for small water craft activities. However, only two user groups are engaging in the activity: those with the financial means (armed with appropriate equipment and skill) and those without financial means (unprepared with inadequate equipment and little skill). Those with financial means are more likely to travel outside the community to other locations with recreational amenities such as Montrose and Glenwood Springs, both of which are over an hour drive away. Those without the financial means to travel outside the community are much more likely to venture out onto the Colorado River with little river knowledge and woefully inadequate equipment (typically floaties you would purchase at a supermarket). This leads to very unsafe conditions. The river recreation feature will provide a beginner to intermediate opportunity for safe river access and play located within Las Colonias Park as opposed to the main stem of the River. All types of equipment will be welcome and utilized safely in the lower flow, easily accessible, and highly visible location.

Improved Habitat: Aside from the obvious recreational benefits this feature will offer, the project will provide a unique opportunity to restore the riparian, wildlife, and aquatic habitat that hasn't existed at Las Colonias for the last 80 years. Due directly or indirectly to human activities, the Colorado River has experienced an overall narrowing of the main channel and associated loss of side channels. The decrease in side channel habitat is thought to be a key factor in the decline of native

and endangered fish in the Colorado River. An objective of this project is to increase the area of aquatic side channel habitat in the reach of the Colorado River near Grand Junction. The new channel extension will enhance the aquatic habitat in Las Colonias Park by increasing the area of open water and creating flow complexity. The step-pool channel morphology incorporated into the channel will allow for natural scouring below the installed boulder steps, form flow pools with low velocities that create cover, create flow complexity and habitat diversity, aerate the water, and provide grade control and flow control for the new channel. The streambanks of the new channels will be planted with native riparian vegetation plantings, providing erosion control, a riparian buffer, and increased habitat. Bank areas along the outside of meander bends (areas of high scour potential) will be protected by biotechnical bank stabilization consisting of vegetated natural boulder terracing. This will provide enhanced scour protection in these areas, as well as erosion protection from foot traffic associated with the public path along the north bank.

3.4 **Venue:** The location and vision for the Las Colonias River Park and Business Park provides a unique outdoor events venue with a regional draw. In addition to the economic benefits of the recreational park as a regional draw, the Business Park provides a desirable setting for the attraction and retention of Outdoor Recreation Industries to strengthen economic growth and diversification at 1695 Las Colonias Landing, Grand Junction, CO 81501. **Please See Attachment A for maps of the Park and Surrounding Areas.**

3.5 **Site Visit:** A site visit is offered for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). *The site visit is not mandatory, but is strongly encouraged*. Meeting location shall be at the **Las Colonias Business Park** located at **1695 Las Colonias Landing, Grand Junction, Co 81501** on **Thursday, February 27, 2020 at 10:30 AM.**

3.6 **Public/Private Partnership:** One of the shelters located near the boat ramp will become a home base for the Contractor chosen through this RFP process. The shelter includes electricity, restroom facilities and a secure, locked area. The awarded Contractor will be allowed to lease a space inside the shelter and the outdoor area immediately adjacent to the shelter along the curb. The idea is that the Contractor would likely need both spaces to run the business and provide a "grab and go" space. Contractor shall be responsible for upkeep of the premises to include daily clean-up of the leased space and immediate outdoor area. The City of Grand Junction Parks and Recreation Department shall be responsible for emptying trash receptacles, cleaning restrooms and restocking paper supplies in the restrooms. The City shall repair, as needed, the exterior of the building and restrooms. The Contractor shall allow access at any reasonable time, to examine or make repairs, additions, or alterations necessary for safety, improvements or preservation of the facility.

Dates and hours of operation shall conform to City ordinance and park hours of operation. Such dates and hours will be subject to approval of the City.

3.7 **Scope of Work:** The City is soliciting proposals for exclusive use of the leased area of the shelter and the immediate adjacent outdoor space to provide recreational equipment to visitors of the Park. The lease space shall be 27'4" x 27'4". **Please See Attachment B for the floor plan and electrical layout.**

Due to the current contractual environment, please offer suggestions for the following:

- Address how Contractor envisions working in tandem with the City in this public/private partnership.
- Describe in detail what Contractor can provide for exclusive rights to the leased space. No volume guarantees or restrictions will be accepted as part of the resulting contract. The City desires that the selected Contractor pay a monthly lease fee.
- Detailed product descriptions and prices are required.
- List any previous experience with this type of contract
- Address resources and capability to perform this contract
- All suggestions will be considered for outdoor recreation equipment and services.
- Explain the benefit and value the City will obtain using equipment and services proposed.
- Include information regarding customer service procedures to the public.
- Contractor shall be responsible for selling or renting and marketing to the public. Describe how you will address this endeavor.

3.8 RFP Tentative Time Schedule:

• Request for Proposal available on or about	February 14, 2020
• Site Visit	February 27, 2020 at 10:30 A.M.
• Inquiry deadline at noon, no questions after this date	March 13, 2020
• Addendum issued, if needed	March 18, 2020
• Submittal deadline for proposals prior to 2:30 PM	March 26, 2020
• City evaluation of proposals	March 27 – April 3, 2020
• Final selection	week of April 6, 2020

3.9 Questions Regarding Scope of Services:

Susan Hyatt
susanh@gjcity.org

3.10 Contract: The initial contract period shall begin on or about April 17, 2020 through April 30, 2021. Upon mutual agreement between the contracted firm and the City there is an option for three (3) annual renewals, depending on appropriated funds as stated in Section 2.21.

SECTION 4.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the BidNet website, www.bidnetdirect.com/colorado. This site offers both "free" and "paying" registration options that allow for full access of the City's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. **The uploaded response to this RFP shall be a single PDF document with all required information included.** Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted **A** to **E**.

A. Cover Letter: Cover letter shall be provided which explains the Firm's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact with City's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm.

B. Qualifications/Experience/Credentials: Proposers shall supply their qualifications for consideration as an outdoor recreation equipment provider for City of Grand Junction. Include experience in recreation equipment services and length of time firm has been established.

C. Strategy and Implementation Plan: Describe your (the firm's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **complete list of products and/or services to be offered, as well as a plan for rental and/or sales of these goods and services. Include suggested pricing for each item.**

D. References: Provide a minimum of three (3) references with names, address and telephone numbers that can attest to your experience in projects of similar scope and size.

E. Proposal Form: Return the Solicitation Response Form found in Section 6 with your complete Proposal. **Include a suggested monthly lease amount and your proposed hours of operation.**

F. Additional Data (optional): Provide any additional services/modules available.

SECTION 5.0: EVALUATION CRITERIA AND FACTORS

5.1 Evaluation: An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

5.2 Intent: Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The City reserves the right to reject any and all portions of proposals and take into consideration past performance, if available. The following parameters will be used to evaluate the submittals (in no particular order of priority). Definitions of each criterion is shown in parenthesis below each point.

- Responsiveness of Submittal to the RFP
  (Contractor has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- Understanding of the Project and Objectives
  (Contractor's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- Experience
  (Contractor's proven proficiency in the successful completion of similar projects.)
- Necessary Resources/Capability
  (Contractor has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance an all other requirements necessary to complete the project.)
- Strategy & Implementation Plan
  (Contractor has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)
- References
  (Proof of performance in projects of similar scope and size from previous clients. See Section 5.0 Item E – References.)
- Monthly lease offered to the City
  (Contractor has shown benefits to be obtained by using their equipment and services.)
- Type of Services or Equipment Offered (Rental and/or Purchase) including Proposed Hours of Operation
  (Provide a list of items offered and suggestions for other services.)

5.3 Oral Interviews: If the City deems it necessary the City may invite the most highly ranked outdoor recreation equipment firms to participate in onsite presentations.

5.4 Award: Firms shall be ranked or disqualified based on the criteria listed in Section 5.2. The City reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the Firm.

SECTION 6.0: SOLICITATION RESPONSE FORM
RFP-4754-20-SH

*Firms must submit entire Form completed, dated and signed***.**

In addition to items below, include a narrative of the services offered based on Section 3 of this RFP.

1. Monthly Lease Proposal $_____
2. Proposed Hours of Operation _____

The City reserves the right to waive any information or irregularities in any offer or reject any offer.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

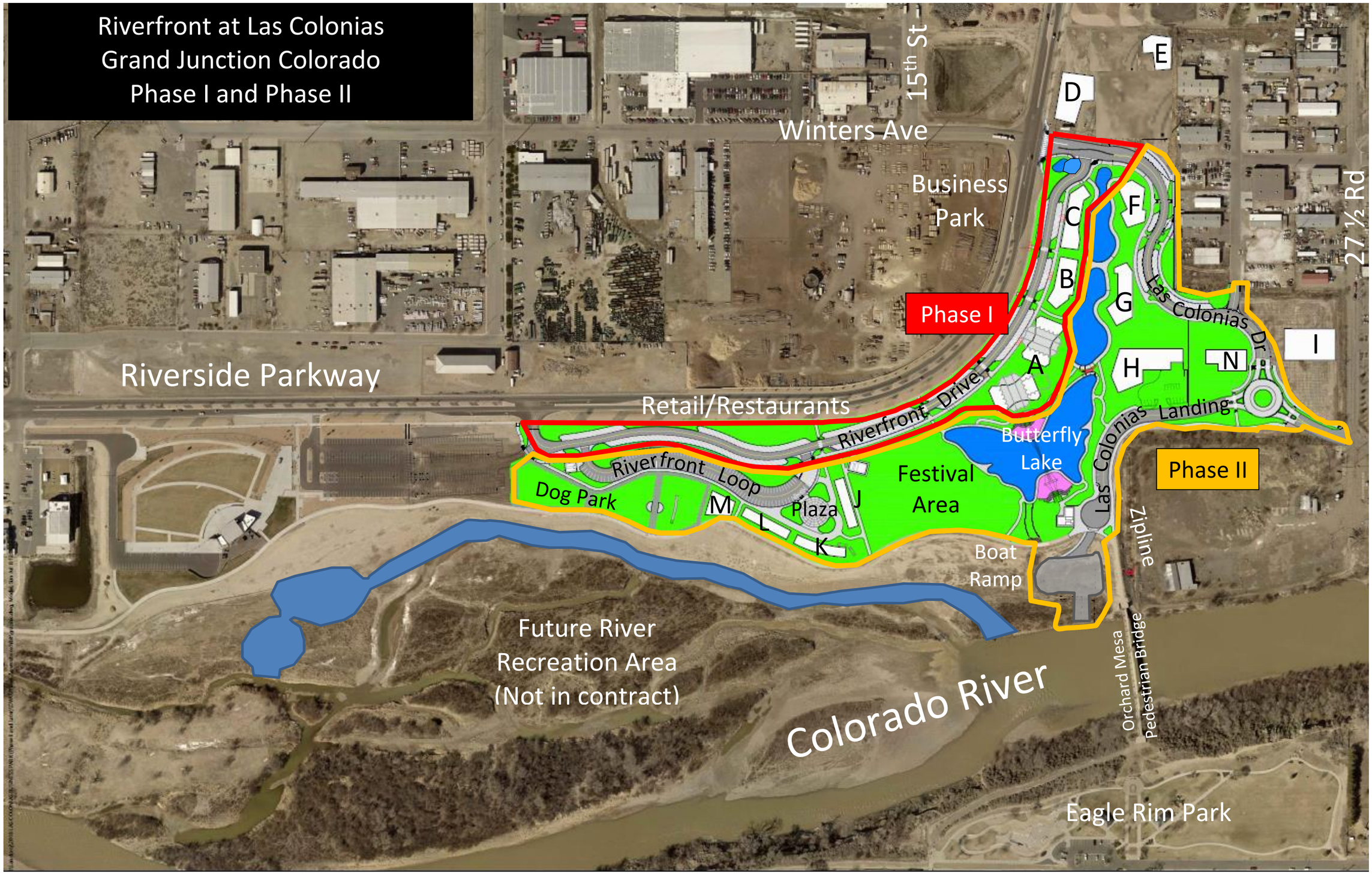
State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

_____ Company Name – (Typed or Printed)	_____ Authorized Agent – (Typed or Printed)
_____ Authorized Agent Signature	_____ Phone Number
_____ Address of Offeror	_____ E-mail Address of Agent
_____ City, State, and Zip Code	_____ Date

ATTACMENT A (1)

ATTACMENT A (2)



LAS COLONIAS PARK
SURROUNDING AREA
ATTACMENT A (3)

- Las Colonias Proposed Park Area
- Developed Parks
- Watson Island Disc Golf Area
- Future Commercial Development
- City Limits
- Riverfront Trail
- Riverfront Trail Proposed
- Schools
- Fire Station
- Transportation Center
- Educational/Recreational Facility
- Future Educational/Recreational Facility
- Places of Interest
- Restroom

0 500 1,000 2,000 Feet

N W E S

BROADWAY
GRAND AVE
MAIN ST
UTE AVE
PITKIN AVE
D RD
RIVERSIDE PKWY
C 1/2 RD
C RD
UNAWEEP AVE
B 1/2 RD
HWY 50
N 1ST ST
N 5TH ST
N 7TH ST
N 12TH ST
25 1/2 RD
27 RD
27 1/2 RD
Gunnison River
Colorado River
R-5 School
Dual Immersion Academy
Avalon Theatre
Museum of the West
Fire Station
Amtrak Station
GVT Transfer Station
RIVERSIDE PARK
WHITMAN PARK
EMERSON PARK
Jarvis Property/ Future Commercial Development
Botanical Gardens
Edgewater Brewery
LAS COLONIAS PARK
Watson Island/Disc Golf
EAGLE RIM PARK
Orchard Mesa Middle School
DUCK POND PARK
New Emerson Elementary School
Math & Science Center
DIXSON PARK
Dos Rios Elementary School
Fire Station

ATTACHMENT B

FINISH SCHEDULE

ROOMS		FLOORS					
Number	Name	Floor Finish	Wall Material	Wall Finish	Ceiling Material	Ceiling Finish	Comments
100	ENTRY	CONCRETE SEALER	CMU	GRAFFITI GUARD	T & G CEDAR	STAIN	
101	WOMEN	CONCRETE SEALER	CMU	PAINT	GROOVED PLYWOOD	STAIN	
102	MEN	CONCRETE SEALER	CMU	PAINT	GROOVED PLYWOOD	STAIN	
103	CHASE	CONCRETE SEALER	CMU	PAINT	GROOVED PLYWOOD	STAIN	
104	SHELTER	CONCRETE SEALER	CMU	GRAFFITI GUARD	T & G CEDAR	STAIN	
105	GARAGE	CONCRETE SEALER	CMU	PAINT	GROOVED PLYWOOD	STAIN	

EXTERIOR FINISHES

COLORED CMU 01	8 x 8 x 16 INTEGRAL COLORED, HONED CMU - "BUFF" COLOR BY BRICKYARD CO., OR EQUAL
COLORED CMU 02	8 x 8 x 16 INTEGRAL COLORED, HONED CMU - "MT. GARFIELD" COLOR BY BRICKYARD CO., OR EQUAL
METAL ROOFING	COLOR MATCHING MBCI "KONA BROWN" OR "MEDIUM BRONZE" OR EQUAL COLOR AS APPROVED
PAINT	COLOR TO MATCH METAL ROOFING COLOR AS APPROVED, SIMILAR TO SHERWIN WILLIAMS SW0037 "STURDY BROWN"
STAIN	AS SELECTED FROM MANUFACTURER'S FULL RANGE OF COLORS

DOOR SCHEDULE

	Door Dimensions			Door		Frame		Hardware Set	Comments
Number	WID	HGT	THK	Material	Finish	Material	Finish		
101A	3' - 0"	7' - 0"	1 3/4"	HM	PAINT	HM	PAINT		INSULATED WITH 4" FRAME HEAD
102A	3' - 0"	7' - 0"	1 3/4"	HM	PAINT	HM	PAINT		INSULATED WITH 4" FRAME HEAD
103A	3' - 0"	7' - 0"	1 3/4"	HM	PAINT	HM	PAINT		INSULATED WITH 4" FRAME HEAD
105A	3' - 0"	7' - 0"	1 3/4"	HM	PAINT	HM	PAINT		INSULATED WITH 4" FRAME HEAD
105B	5' - 0"	5' - 0"	2"						
105C	8' - 0"	5' - 0"	2"						
105D	5' - 0"	5' - 0"	2"						

FLOOR PLAN KEYNOTES [#] — CJ = SIDEWALK CONTROL JOINT

1. TOP OF INTERIOR CONCRETE SLAB AT +100'-0", TOP OF EXTERIOR CONCRETE SLAB AT 1/2" BELOW INTERIOR CONCRETE SLAB AT DOOR, TYPICAL

CODE ANALYSIS

APPLICABLE CODES

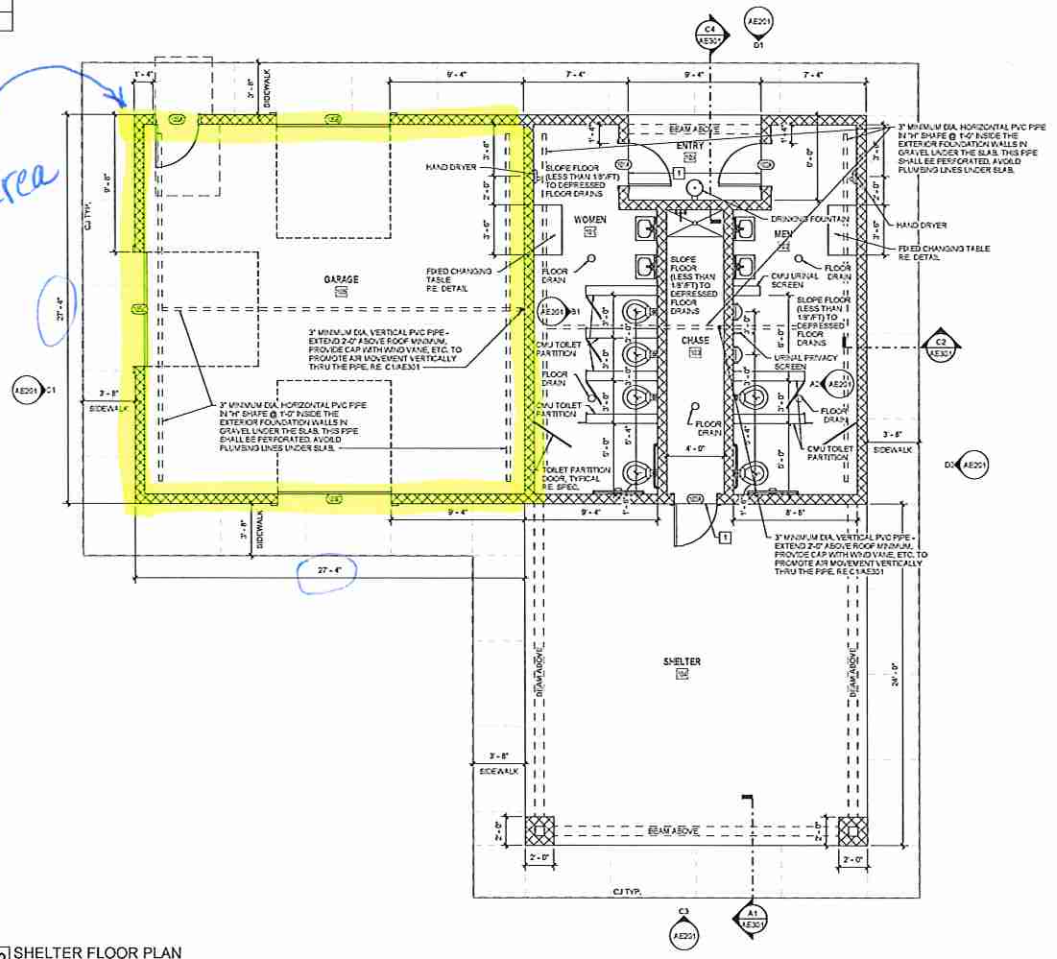
	Year		Year
International Building Code	2015	National Electrical Code	2014
International Mechanical Code	2015	Uniform Code for	
International Plumbing Code	2015	Building Conservation	
International Fire Code	2015	ADA Accessibility	
International Energy Conservation Code	2015	Guidelines	2010

A. Occupancy: GROUP B

B. Type of Construction (circle one):

I A | I B | II A | II B | III A | III B | IV HT | V A | V B

C: Total Interior Floor Area: 1,944 SF



A2 SHELTER FLOOR PLAN
1/4" = 1'-0"

method studio
360 aspen avenue
salt lake city, utah 84101
phone (801) 532-4822

consultant:

project:
Grand Junction Park Restrooms Large

project#: 18.060
date: 23 February 2019

revisions :

title:
Floor Plan

sheet:
AE101

SHEET KEYNOTES

1 EXTERIOR RECEPTACLES AND PLUG COVERS SHALL BE WEATHERPROOF TO COMPLY WITH NEC REQUIREMENTS. THEY SHALL BE MORTARBOX TYPE, FLUSH MOUNTED AND LOCKABLE. ALL EXTERIOR RECEPTACLE AND PLUG COVERS SHALL BE OPENED BY A SINGLE KEY. EXTERIOR RECEPTACLE AND PLUG COVERS SHALL BE MADE OF HEAVY-DUTY CAST ALUMINUM. COORDINATE COLOR WITH THE ARCHITECT/OWNER. INSTALL CONDUITS FEEDING THE SHELTER AREA RECEPTACLES UNDER THE FLOOR SLAB.

2 PROVIDE ELECTRICAL CONNECTIONS TO FAUCET AND FLUSH VALVES. COORDINATE EXACT LOCATION WITH THE PLUMBING INSTALLERS. ALL CONNECTIONS AND CONDUITS SHALL BE RECESSED AND ACCESSIBLE ONLY IN THE PLUMBING CHASE.

3 PROVIDE ELECTRICAL CONNECTIONS TO HAND DRYERS. CIRCUIT WITH 2#10, #10G IN 0.75" CONDUIT. COORDINATE EXACT LOCATION WITH INSTALLERS PRIOR TO ROUGH-IN.

4 PROVIDE LIGHTING CONTACTOR PANEL WITH ASTRONOMICAL CLOCK OR EXTERIOR RATED ROOM CONTROLLER WITH ASTRONOMICAL CLOCK FOR LIGHTING CONTROL. COORDINATE PROGRAMMING OF THE LIGHTING WITH THE OWNER.

5 STUB (3) 1" PVC CONDUITS AND (4) 2" PVC CONDUITS FROM PANELBOARD LOCATION TO 5' BEYOND ADJACENT CONCRETE. MARK GPS COORDINATES OF CONDUITS ON RECORD DRAWINGS FOR FUTURE USE.

6 PROVIDE VANDAL RESISTENT OCCUPANCY SENSOR. MOUNT SENSOR AS HIGH AS POSSIBLE TO AVOID VANDALISM. PROVIDE SENSOR WITH AUXILIARY RELAY. CONNECT AUXILIARY RELAY TO EXHAUST FAN FOR CONTROL.

7 MOUNT FIXTURE AT 10'-4".

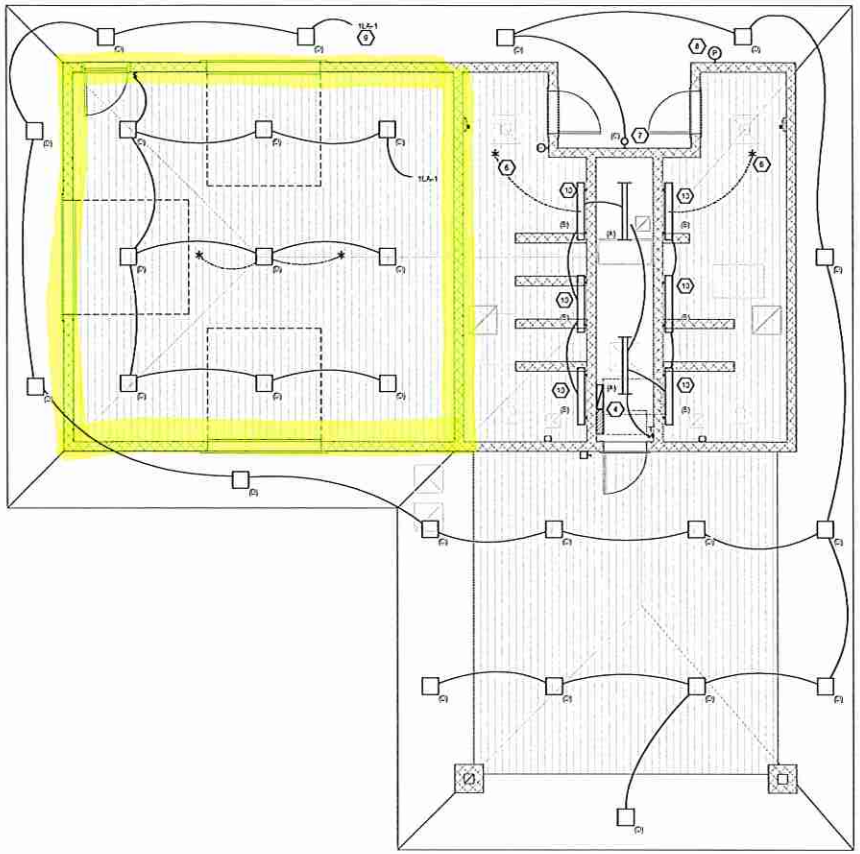
SHEET KEYNOTES

8 PROVIDE EXTERIOR RATED PHOTOCELL, FRECESION #T-168 OR APPROVED EQUIVALENT.

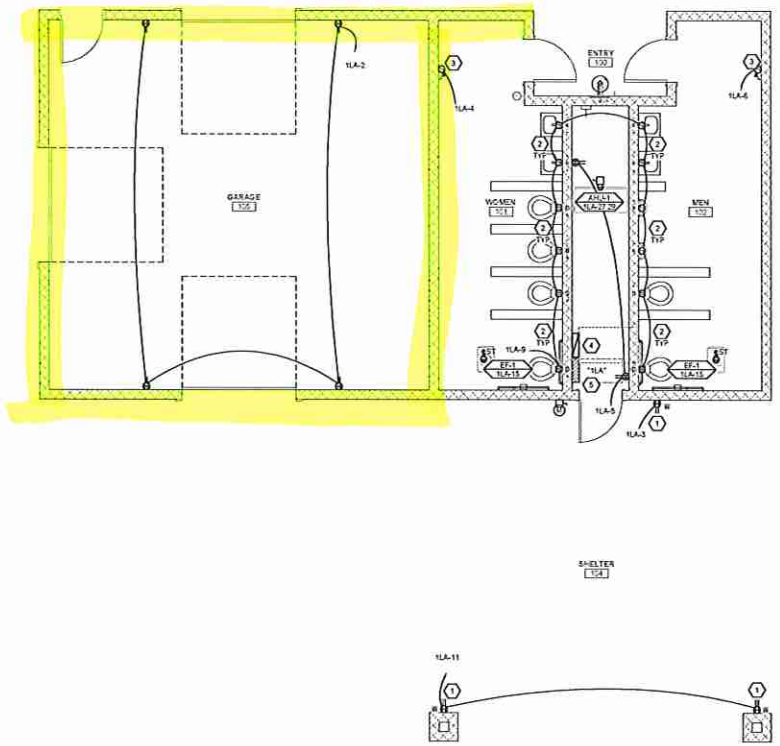
9 CIRCUIT THROUGH LIGHTING CONTROLLER. COORDINATE PROGRAMMING WITH THE OWNER.

10 MOUNT FIXTURES WITH THE TOP OF THE FIXTURE TIGHT AGAINST THE CEILING.

GENERAL SHEET NOTES



A1 LEVEL 1 LIGHTING PLAN
SCALE 1/4" = 1'-0"



A3 LEVEL 1 POWER PLAN
SCALE 1/4" = 1'-0"

METHOD STUDIO
325 south west temple
salt lake city, utah 84101
phone: (801) 532-4422

consultant:
SPECTRUM ENGINEERS
324 S. State St., Suite 400
Salt Lake City, UT 84111
800-575-7077
801-328-5151
fax: 801-328-5155
www.spectrumengineers.com

project:
Grand Junction Park Restrooms Large

project#: 18.059
date:

revisions:

title:
ELECTRICAL PLANS

sheet:
EE101

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INTERIOR LIGHTING FIXTURE SCHEDULE

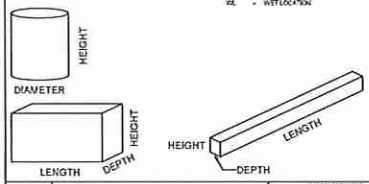
ABBREVIATIONS

MOUNTING

B - BASE
C - CEILING
F - FLANGE
G - GRID
P - PENDANT
PL - POLE
R - RECESSED
S - SURFACE
W - WALL

LUMINAIRE OPTIONS

ARHR - AIR RETURN AND HEAT REJECTION
EL - EXAM LOCATION
EQC - EARTHQUAKE CLIPS
F - FUSED
HLD - HINGED AND LATCHED DOOR
HS - HOUSE SIDE SHIELD
PS - PHOTOCELL SWITCH
QRS - QUARTZ RESTRIKE
ST - STATIC
WG - WIRE GUARD
WL - WETLOCATION



FINISH

MW - MATTE WHITE
BL - BLACK
SL - SILVER
GL - GOLD
CL - CLEAR
PW - PAINTED WHITE
EA - ANTHODIZED ALUMINUM
S - STEEL
GS - GALVANIZED STEEL
C - CAST
CBA - COLOR BY ARCHITECT
SCBA - STANDARD COLOR BY ARCHITECT
CCA - CUSTOM COLOR BY ARCHITECT
FS - MEETS FEDERAL STANDARD 595D
TP - THERMALLY PROTECTED
FL - FLUSH
R - RECESS
M - MITERED

DIFFUSER/LENS

AK - ACRYLIC (STACK)
ACA - ACRYLIC (STACK-OPAL)
CC - GLASS (CLEAR)
CO - GLASS (OPAL)
GF - GLASS (FROSTED)
EGL - EGIT GLOW LENS
HPL - HIGH PERFORMANCE LENS
OD - DROP OPAL
CGL - CORDEX GLASS LENS
S - SATIN LENS

REFLECTOR

OP - NON-SPEC
SP - SPECULAR
SS - SEMI-SPECULAR
D - DIFFUSE (WHITE ENAMEL)
SC - SPECULAR (COLOR ET)
FR - FRESNATIC
FCR - FULL DEPTH REFLECTOR
DS - DIFFUSE (SEMI SPECULAR) SILVER
LI - LOW IRIDESCENT
IR - IRIDESCENT
SL - SILVER
GL - GOLD
CA - CLEAR ALZAK

NOTES

GENERAL NOTES

1. PROVIDE UNIT PRICES AND FIXTURE BRAND SELECTED FOR ADD/DELETE CHANGES FOR EACH FIXTURE TYPES SHOWN WITHIN 48 BUSINESS HOURS OF THE BID DATE. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY DISQUALIFY THE PRODUCTS AND EXPOSE THE ENGINEER TO DETERMINE FAIR VALUE FOR FIXTURE AND INSTALLATION CHANGES, WITHOUT FURTHER INPUT FROM THE CONTRACTOR OR INSTALLER.
2. CONTRACTOR ALLOWANCE PRICES ARE ACCURATE WHEN THIS JOB WAS SPECIFIED. CONTRACTOR AND ELECTRICAL DISTRIBUTOR SHALL VERIFY THIS ALLOWANCE AND REPORT ANY PROBLEMS TO THE ENGINEER BEFORE THE BID. ALLOWANCE PRICE MAY OR MAY NOT INCLUDE LAMP(S) OR FREIGHT AS NOTED, AND DO NOT INCLUDE ANY TAXES.
3. SUBSTITUTIONS AND/OR EQUAL FIXTURES MUST RECEIVE APPROVAL PRIOR TO BIDDING, THEY MUST BE SUBMITTED TO THE ENGINEER NO LESS THAN 2 WEEKS PRIOR TO BID OPENING.
4. SAMPLES MUST BE PROVIDED FOR ANY AND ALL FIXTURES UPON A/E REQUEST PRIOR TO RELEASING FIXTURES.
5. ALL FIXTURES SHALL BE LISTED AND APPROVED FOR THEIR INTENDED USE AND LOCATION.
6. VERIFY THE PROPER MOUNTING KITS OR ACCESSORIES TO FACILITATE INSTALLATION AS SHOWN AT EACH LOCATION ON THE DRAWINGS.
7. COMPLY WITH THE "INTERIOR LIGHTING" SECTION OF THE SPECIFICATIONS.
8. REFER TO SPECIFICATIONS FOR IMPORTANT TECHNICAL REQUIREMENTS FOR LIGHTING FIXTURES, DRIVERS, AND LAMPS.
9. ALL LIGHT FIXTURES TO BE EITHER "DLC" OR "LIGHTING FACTS" LISTED OR TO BE APPROVED BY ARCHITECT/ENGINEER AND OWNER.

ID	DESCRIPTION	NOMINAL SIZE: LENGTH	DEPTH	HEIGHT	DIAMETER/APERTURE	MOUNTING	TYPE	COLOR TEMP	CRI	DRIVER CONFIGURATION	VOLTAGE	WATTS	FINISH	FIXTURE LUMENS	DIFFUSER/LENS	REFLECTOR	OPTIONS	NOTES	MANUFACTURER (CATALOG SERIES): OPTION 1	OPTION 2	OPTION 3
(A)	GENERAL PURPOSE LENSED LED STRIPLIGHT.	4'	5"	4"		P	LED	3500K		LED DRIVER	120V	42		5000					COLUMBIA (LCL-4-35-MVOLT-E-U)		
(B)	VANDAL RESISTANT CORNER MOUNT LINEAR LED FIXTURE.	4'	9"	9"			LED	3500K		LED DRIVER	120V	73		8500					FAIL-SAFE (FCO-X-4-LD4-3-STD-35-1 20-80-65-EDO-MVL)		
(C)	PERIMETER LED WALL PACK.	12"	7"	6"		W	LED	5000K		LED DRIVER	120V	17		1720					HUBBELL (WPG-35SL-SF-U-PC)		
(D)	SURFACE MOUNT LED FIXTURE.	14"	14"	8"		GS	LED	5000K		LED DRIVER	120V	35		4400					HUBBELL (WRG-4-30-U-SA-835-SCB #)		

EQUIPMENT SCHEDULE

GRAND JUNCTION RESTROOM

EQUIPMENT SCHEDULE KEY
E - DIVISION 26
Q - FURNISHED WITH EQUIPMENT
* - COORDINATE WITH THE DIVISION 23 TEMPERATURE CONTROL INSTALLER
** - AUTOMATIC CONTROL WIRING BY DIVISION 23

NOTES:
1. NEMA 3R
2. TOGGLE SWITCH W/ THERMAL OVERLOAD
3. PROVIDE FUSED DISCONNECT ELEVATOR POWER MODULE WITH SHUNT TRIP
4. CONTRACTOR TO PERFOM FINAL CONNECTION TO LINE VOLTAGE THERMOSTATS
5. TOGGLE SWITCH W/ BACNET INTERFACE.
6. INDOOR UNITS FED FROM OUTDOOR UNIT, PROVIDE DISCONNECTS FOR BOTH.
7. PROVIDE SWITCH WITH BACNET MS/TP CAPABILITY.
8. PROVIDE LABEL ON DISCONNECT "DISCONNECT OUTDOOR UNIT PRIOR TO INDOOR."
9. LINE VOLTAGE THERMOSTAT ON WALL.
10. PROVIDE EXPLOSION PROOF DEVICES AND WIRING METHODS.
11. PROVIDE DUAL-REDUNDANT 100% RATED VFD'S FOR AIR HANDLER.
12. PROVIDE MANUAL STARTER WITH THERMAL OVERLOAD AND RELAY FOR ATC/BAS CONTROL.

MARK	QTY	ITEM DESCRIPTION	LOAD DATA: HP	kW	MCA	FLA	VOLT	PH	Hz	WIRE AND CONDUIT SIZE	OVERCURRENT PROTECTION: FURN BY	DEVICE	LOCATION	DISCONNECT: FURN BY	DEVICE	LOCATION	STARTER: FURN BY	DEVICE	SIZES	SELECTOR SWITCH	PILOT LAMP	NORMALLY OPEN CONTACT	NORMALLY CLOSED CONTACT	PHASE FAILURE RELAY	NOTES	MARK
AHU-1	1	AIR HANDLING UNIT	-	6	-	27	240	1	60	2 #8, #10 GR 1" CND	E	30/2 CB	1LA	E	30A/2P NF	ADJ TO EQUIP	Q	-	-	-	-	-	-	-		AHU-1
EF-1	2	EXHAUST FAN	1/6	-	-	4.4	120	1	60	2 #12, #12 GR 0.75" CND	E	20/1 CB	1LA	E	TOGGLE SWITCH	ADJ TO EQUIP	Q	-	-	-	-	-	-	-		EF-1

PANEL: "1LA"

VOLTS/PHASE/WIRE: 120/240 V, 1 PH 3 WIRE | PANEL SIZE & TYPE: 22" W x 6" D, BOLT-ON | MAIN SIZE AND TYPE: 125 AMPERE | FED FROM: | CABINET: SURFACE | LOCATION: CHASE 133 | NOTES:

ACCESSORIES: PANEL DIRECTORY, IDENTIFICATION, GROUNDING BAR | AIC RATING:

CKT NO	OCP AMP	OCP POLE	OCP BKR	LOAD (VA): LTG	PWR	CO	DESCRIPTION	PHASE LOAD: A	B	DESCRIPTION	LOAD (VA): CO	PWR	LTG	OCP BKR	OCP POLE	OCP AMP	CKT NO
1	20	1		1.3	0.0	0.0	AREA LIGHTING	1.3	0.7	CO GARAGE 105	0.7	0.0	0.0		1	20	2
3	20	1		0.0	0.0	0.2	CO SHELTER 104		0.2	1.0	PWR HAND DRYER	0.0	1.0	0.0		1	25	4
5	20	1		0.0	0.0	0.4	CO ROOM 105, 103	0.4	1.0		PWR HAND DRYER	0.0	1.0	0.0		1	25	6
7	20	1		–	–	–	SPARE			0.0	0.0	SPARE	–	–	–		1	20	8
9	20	1		0.0	0.1	0.0	PWR SENSORS	0.1	0.0		SPARE	–	–	–		1	20	10
11	20	1		0.0	0.0	0.4	CO SHELTER 104			0.4	0.0	SPARE	–	–	–		1	20	12
13	20	1		–	–	–	SPARE	0.0	0.0			SPARE	–	–	–		1	20	14
15	20	1		0.0	0.6	0.0	PWR EF-1			0.6	0.0	SPARE	–	–	–		1	20	16
17	20	1		–	–	–	SPARE	0.0	0.0			SPARE	–	–	–		1	20	18
19	20	1		–	–	–	SPARE			0.0	0.0	SPARE	–	–	–		1	20	20
21	20	1		–	–	–	SPARE	0.0	0.0			SPARE	–	–	–		1	20	22
23	20	1		–	–	–	SPARE			0.0	0.0	SPARE	–	–	–		1	20	24
25	20	1		–	–	–	SPARE	0.0	0.0			SPARE	–	–	–		1	20	26
27	30	2		0.0	2.0	0.0	PWR AHU-1			1.0	0.0	SPARE	–	–	–		1	20	28
29	–	–		–	–	–	–	1.0	0.0			SPARE	–	–	–		1	20	30

TOTALS: CONNECTED VA PER PHASE: A 4, B 3 | CONNECTED TOTAL VA = 8
CONNECTED AMPS PER PHASE: A 37, B 26 | AVERAGE CONNECTED AMPS PER PHASE = 32

NEC DIVERSIFIED LOAD CALCULATIONS

LIGHTING & CONTINUOUS LOADS: 1.3 kVA @ 125% = 1.6 kVA - 100% CONNECTED LOAD PLUS 25%
RECEPTACLES: 1.6 kVA @ 100% = 1.6 kVA - FIRST 10kVA @ 100%, REMAINDER @ 50%
ALL OTHER LOADS @ 100%: 5.2 kVA - MOTOR TOTALS INCLUDED IN ALL OTHER LOADS WITH LARGEST MOTOR CALCULATED @ 125% PER NEC

DIVERSIFIED TOTAL VA = 8
AVERAGE AMPS PER PHASE = 35

BKR: GF=GFCI, GF30=30mA GFCI CAPABLE OF BEING LOCKED OUT IN OPEN POSITION, IG=ISOLATED GROUND, AF=AFCI, ST=SHUNT TRIP, RED=PROVIDE RED COLORED BREAKER, AF=ARC FAULT CURRENT INTERRUPTER, CA=COMBINATION OF GROUND FAULT AND ARC FAULT CIRCUIT INTERRUPTER, GS=COMBINATION OF SHUNT TRIP WITH GFCI

NOTES:

METHOD STUDIO
325 south west temple
salt lake city, utah 84101
phone (801) 532-4822

consultant:
SPECTRUM ENGINEERS
324 S. State St., Suite 400
Salt Lake City, UT 84111
800-678-7277
801-328-5155
fax: 801-328-5155
www.spectrumengineers.com

project:
Grand Junction Park Restrooms Large

project no: 18.059
date:

revisions:

title:
ELECTRICAL SCHEDULES

sheet:
EE601

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Purchasing Division

ADDENDUM NO. 1

DATE: **February 14, 2020**
FROM: **City of Grand Junction Purchasing Division**
TO: **All Interested Parties**
RE: **Outdoor Recreation Equipment Concessionaire Public-Private Partnership**

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following:

The due date on the cover page of this solicitation had the wrong opening date and time. The correct opening date and time is **March 26, 2020 prior to 2:30 P.M.**
The cover page has been amended to read:

Request for Proposal
RFP-4754-20-SH

OUTDOOR RECREATION EQUIPMENT CONCESSIONAIRE

RESPONSES DUE:
March 26, 2020 prior to 2:30 P.M. Local
Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)
www.bidnetdirect.com/colorado
(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:
Susan Hyatt
susanh@gjcity.org
970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

The original solicitation for the project referenced above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Susan Hyatt, Senior Buyer
City of Grand Junction, Colorado

Request for Proposal
RFP-4754-20-SH

OUTDOOR RECREATION EQUIPMENT CONCESSIONAIRE

RESPONSES DUE:
March 26, 2020 prior to 2:30 P.M. Local
Accepting Electronic Responses Only
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PURCHASING REPRESENTATIVE:
Susan Hyatt
susanh@gjcity.org
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Purchasing Division

ADDENDUM NO. 2

DATE: **March 18, 2020**
FROM: **City of Grand Junction Purchasing Division**
TO: **All Interested Parties**
RE: **Outdoor Recreation Equipment Concessionaire Public-Private Partnership RFP-4754-20-SH**

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following:

1. **Question**: "We're interested in trying to quantify how the city is classifying this space. Is it going to be some function of are you classifying it as A/B or C? Are you considering it retail? Special purpose? Or light industrial?"
   Answer: The space is considered Retail.

2. **Question: "**What time does the bathroom close? When will it be locked for the season if at all?"
   Answer: Restrooms are open 6:30 A.M. – 10:00 P.M. throughout the year.

3. **Question: "**Who pays the utilities?"
   Answer: This will be negotiated with the awarded contractor once usages have been determined.

4. **Question: "**What are the design standards for business signage – I.E. can we have a sign out front while we are not there – how big? Can it be illuminated? Can we place Blade Flags out front while we are open? Hala/Hydrus flags"
   Answer: Here's what the Las Colonias CCRs state about signage:

5.11 **Signs**.

5.11.1 Permitted signage. The only allowed sign types on any Pad Site are wall-mounted signs and monument signs. Wall-mounted signs shall be limited in size to no larger than 100 square feet. On a single building that is larger than 10,000 square feet in size, a sign of larger than 100 square feet may be approved by the LCDC and the City, but in no even shall such sign be larger than 200 square feet. Monument signage shall be limited to one sign per pad Site not to exceed 48 square feet in size.

5.11.2 Sign lighting. Sign lighting, if desired, must only illuminate the sign face and shall not produce glare. Individual letters used in the sign may be internally illuminated, but full backlit, cabinet signs are not allowed.

5.11.3 Prohibited signs: Off-premise advertising signs, digital and neon signs, and roof mounted signs of any type are not permitted.

5.11.4. Approval of signage. Signage must be depicted on the site plan and approved therewith.

" Banners and wind driven signs may be displayed for a up to 30 consecutive days up to four times in a 12-month calendar year. Permit periods may run consecutively."

None of the signs mentioned in the question are allowed per 5.11.1 above.

5. **Question:** "Can we do Interior design modifications? Storage racks secured to the walls or ceiling? TV on wall, increased lighting? Racks, etc"
   Answer: All interior modifications must be approved by the City before completing them. Storage racks and TV on wall are permissible so long as there is not damage to the facility. Lighting modifications are likely not possible.

6. **Question:** "Does this space have a physical address? Can it – mail drop in garage door? Or put on side door?"
   Answer: Please see Sections 1.5, 3.4 and 3.5 of the solicitation document. The address is 1695 Las Colonias Landing, Grand Junction, CO 81501. The City will work with the vendor to make sure mail can be received according to the needs of the vendor.

7. **Question:** "Does it have heating and cooling system? If not, will the city be installing one?"
   Answer: The building does not have Air Conditioning nor is there any plans to install such a system. The building is heated.

8. **Question:** "Does the breaker panel system have the ability to power a compressor, portable heaters & cooling systems, computer system and TV? How many amps does the Breaker Panel hold and will we have access to that?"
   Answer: We will work with the winning vendor to ensure their comfortable use of the leased space. This will be done by and through the City's facilities staff including all modifications. The vendor will not have the ability to make material alterations without the consent of the City.

Here are the electrical schedules from the design documents:

PANEL: "1LA"

VOLTS/PHASE/WIRE:	PANEL SIZE & TYPE:	MAIN SIZE AND TYPE:	FED FROM:	CABINET:	LOCATION:	NOTES:
120/240 V, 1 PH 3 WIRE	22" W x 6" D, BOLT-ON	125 AMPERE		SURFACE	CHASE 103	

ACCESSORIES: PANEL DIRECTORY, IDENTIFICATION, GROUNDING BAR — AIC RATING:

CKT	OCP			LOAD (kVA)				PHASE LOAD					LOAD (kVA)			OCP			CKT
NO	AMP	POLE	BKR	LTG	PWR	CO	DESCRIPTION	A		B		DESCRIPTION	CO	PWR	LTG	BKR	POLE	AMP	NO
1	20	1		1.3	0.0	0.0	AREA LIGHTING	1.3	0.7			CO: GARAGE 105	0.7	0.0	0.0		1	20	2
3	20	1		0.0	0.0	0.2	CO: SHELTER 104			0.2	1.0	PWR: HAND DRYER	0.0	1.0	0.0		1	25	4
5	20	1		0.0	0.0	0.4	CO: ROOM 105, 103	0.4	1.0			PWR: HAND DRYER	0.0	1.0	0.0		1	25	6
7	20	1		--	--	--	SPARE			0.0	0.0	SPARE	--	--	--		1	20	8
9	20	1		0.0	0.1	0.0	PWR: SENSORS	0.1	0.0			SPARE	--	--	--		1	20	10
11	20	1		0.0	0.0	0.4	CO: SHELTER 104			0.4	0.0	SPARE	--	--	--		1	20	12
13	20	1		--	--	--	SPARE	0.0	0.0			SPARE	--	--	--		1	20	14
15	20	1		0.0	0.6	0.0	PWR: EF-1			0.6	0.0	SPARE	--	--	--		1	20	16
17	20	1		--	--	--	SPARE	0.0	0.0			SPARE	--	--	--		1	20	18
19	20	1		--	--	--	SPARE			0.0	0.0	SPARE	--	--	--		1	20	20
21	20	1		--	--	--	SPARE	0.0	0.0			SPARE	--	--	--		1	20	22
23	20	1		--	--	--	SPARE			0.0	0.0	SPARE	--	--	--		1	20	24
25	20	1		--	--	--	SPARE	0.0	0.0			SPARE	--	--	--		1	20	26
27	30	2		0.0	2.0	0.0	PWR: AHU-1			1.0	0.0	SPARE	--	--	--		1	20	28
29	--	--		--	--	--	--	1.0	0.0			SPARE	--	--	--		1	20	30
TOTALS:							CONNECTED kVA PER PHASE	4		3		CONNECTED TOTAL kVA =	8						
							CONNECTED AMPS PER PHASE	37		26		AVERAGE CONNECTED AMPS PER PHASE =	32						

NEC DIVERSIFIED LOAD CALCULATIONS

LIGHTING & CONTINUOUS LOADS: **1.3 kVA @ 125% = 1.6 kVA** - 100% CONNECTED LOAD PLUS 25%

RECEPTACLES: **1.6 kVA @ 100% = 1.6 kVA** - FIRST 10kVA @ 100%, REMAINDER @ 50%

ALL OTHER LOADS @ 100% : **5.2 kVA** - MOTOR TOTALS INCLUDED IN ALL OTHER LOADS WITH LARGEST MOTOR CALCULATED @ 125% PER NEC

DIVERSIFIED TOTAL kVA = **8**

AVERAGE AMPS PER PHASE = **35**

BKR: GF=GFCI, GF3=30mA GFCI CAPABLE OF BEING LOCAKED OUT IN OPEN POSITION, IG=ISOLATED GROUND, AF=AFCI, ST=SHUNT TRIP, RED=PROVIDE RED COLORED BREAKER, AF=ARC FAULT CURRENT INTERRUPTER, GA=COMBINATION OF GROUND FAULT AND ARC FAULT CIRCUIT INTERRUPTER, GS=COMBINATION OF SHUNT TRIP WITH GFCI

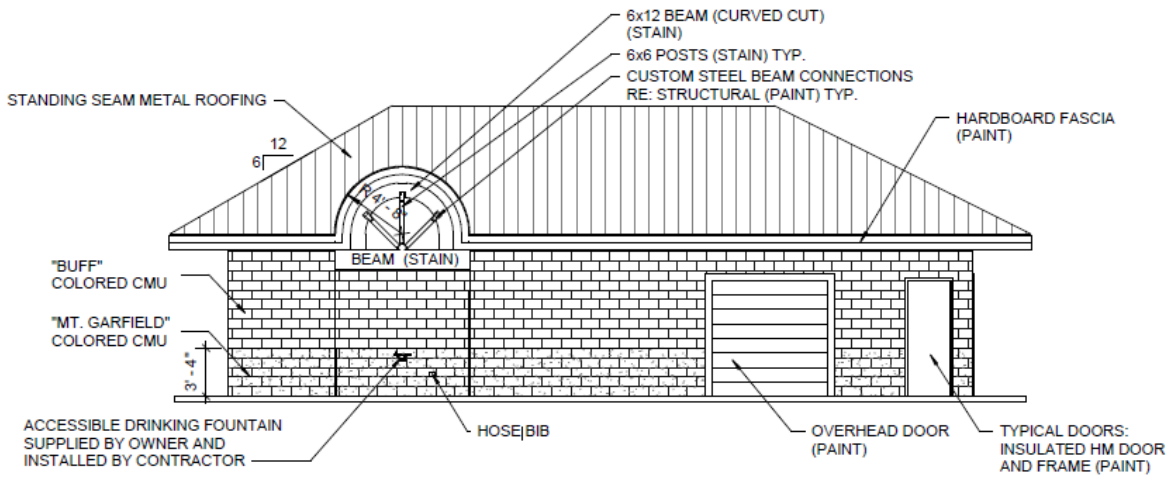
NOTES:

4 5

9. **Question:** "Lease is for a year – Can we use shelter/kiosk for storage during the off months?"
Answer: Lease is a monthly rate. Storage during off months will be negotiated with the awarded contractor once the first season has ended.

10. **Question:** "Where is the water spigot for washing off equipment and will a key be provided for spigot? Will lessee be able to attach fittings and hoses to use it to clean off rental equipment? Can the city install another one closer to the entrance of the kiosk? Will there be enough water for this?"
Answer: See below for hose bib location. Yes, the vendor will have access to this and be able to use whatever attachment desired. The City will not install another hose bib as the current one should be adequate.

Fixtures are as follows:



D1 North Exterior Elevation
1/8" = 1'-0"

PLUMBING FIXTURE SCHEDULE

SYMBOL	FIXTURE	TRAP	WASTE	VENT	DOMESTIC COLD WATER	DOMESTIC HOT WATER	DESCRIPTION
WC	WATER CLOSET	INT.	4"	2"	1-1/4"	----	WALL MOUNTED, FLUSH VALVE, VITREOUS CHINA, ELONGATED, 1-1/2" REAR SPUD, BEDPAN LUGS, 15" RIM HEIGHT, SIPHON JET, 2-1/8" MINIMUM TRAPWAY, 1.6 GPF, SYSTEM PERFORMANCE MAP SCORE: 1,000 G. AT 1.28 GPF. LOW CONSUMPTION, DIAPHRAGM TYPE ELECTRONIC SENSOR FLUSH VALVE, 24V HARDWIRED, 1.6 GALLON PER FLUSH, PROVIDE TRANSFORMER. POLISHED CHROME PLATED BRASS. OPEN FRONT SEAT, LESS SEAT, HEAVY DUTY MOLDED PLASTIC, ELONGATED, STAINLESS STEEL HINGE POSTS.
WC-A	WATER CLOSET (ACCESSIBLE PUBLIC TOILET ROOM)	INT.	4"	2"	1-1/4"	----	WALL MOUNTED, FLUSH VALVE, VITREOUS CHINA, ELONGATED, 1-1/2" REAR SPUD, BEDPAN LUGS, 15" RIM HEIGHT, SIPHON JET, 2-1/8" MINIMUM TRAPWAY, 1.6 GPF, INSTALL MINIMUM 17" AFF. SYSTEM PERFORMANCE MAP SCORE: 1,000 G. AT 1.28 GPF. LOW CONSUMPTION, DIAPHRAGM TYPE ELECTRONIC SENSOR FLUSH VALVE, 24V HARDWIRED, 1.6 GALLON PER FLUSH, PROVIDE TRANSFORMER. POLISHED CHROME PLATED BRASS. OPEN FRONT SEAT, LESS SEAT, HEAVY DUTY MOLDED PLASTIC, ELONGATED, STAINLESS STEEL HINGE POSTS.
UR	URINAL (ACCESSIBLE)	INT.	2"	2"	1"	---	WALL MOUNTED, FLUSHING RIM, WASHOUT, VITREOUS CHINA. 3/4" REAR SPUD. ELECTRONIC, HARD WIRED, 24V, DIAPHRAGM TYPE FLUSH VALVE, 0.25 GALLON PER FLUSH POLISHED CHROME PLATED BRASS FLOOR MOUNTED SUPPORT, FLOOR BEARING PLATE, TOP AND BOTTOM BEARING STUDS
LAV	LAVATORY (ACCESSIBLE)	1-1/4"	1-1/2"	1-1/2"	1/2"	1/2"	FIXTURE: VITREOUS CHINA, WALL MOUNTED, 4" CENTERS, ADA. FAUCET: SENSOR FAUCET, 24V HARD WIRED CONNECTION, LAMINAR FLOW RESTRICTOR, POLISHED CHROME PLATED LEAD FREE BRASS. DRAIN: CHROME PLATED GRID TYPE DRAIN, CHROME PLATED BRASS TAILPIECE, OFFSET TAILPIECE. TRAP: WHITE POLYVINYL CHLORIDE (PVC). AERATOR: POLISHED CHROME PLATED LEAD-FREE BRASS, LAMINAR FLOW, 0.5 GPM. STOPS: 1/2" I.P.S. x 3/8" O.D COMPRESSION, POLISHED CHROME PLATED HEAVY PATTERN LEAD FREE BRASS ANGLE BALL VALVE. SUPPLIES: PEX TUBING, FORMED NOSEPIECE WITH FLANGE, RUBBER WASHER OR GASKET, PLASTIC COMPRESSION SLEEVE, ASTM A112.18.6, ASTMF877. ENCLOSURE: RIGID POLYVINYL CHLORIDE ENCLOSURE, ADA ACCESSIBLE, UL LISTED
MS	MOP SINK	3"	3"	2"	1/2"	1/2"	CAST - IN - PLACE CONCRETE. COORDINATE DIMENSIONS WITH OWNER. FLAT GRID DRAIN, POLISHED CHROME PLATED. POLISHED CHROME PLATED LEAD-FREE BRASS, ATMOSPHERIC VACUUM BREAKER, 3/4" THREADED HOSE CONNECTION. LEVER HANDLES OFFSET INLETS ARM WITH INTEGRAL CHECK PROVIDE ADDITIONAL HOSE BIB WATER CONNECTION FOR CHEMICAL DISPENSER. PROVIDE DOUBLE CHECK WITH VACUUM BREAKER ON WATER LINE SERVING ADDITIONAL HOSE BIB.
DF	DRINKING FOUNTAIN	1-1/4"	1-1/2"	1-1/2"	1/2"	--	FIXTURE FURNISHED BY OWNER, INSTALLED BY THIS CONTRACTOR. SCHEDULE 40 PVC P-TRAP ANGLE BALL VALVE STOPS, 1/2" I.P.S. x 3/8" O.D COMPRESSION, POLISHED CHROME PLATED LEAD FREE BRASS, HEAVY PATTERN RIGID POLISHED CHROME PLATED COPPER TUBING SUPPLIES REMOTE CHILLER. 115V/1PH/60HZ

NOTES:

11. **Question:** “Can lessee park or stage a trailer in front? Is there designated parking (staff, for shuttle bus, customers)?”
    Answer: Loading and unloading will be allowed in front of the area, but it is not for long term parking.

12. **Question:** “What is the electrical situation like charging equipment radios and tablets during the night?”
    Answer: The power is not shut off at night on the interior, but externally accessible power will be shut off.

13. **Question:** “To utilize space, we plan on having some roller racks for the duckies, SUPs, tubes and rafts to be rolled out on the outside area, the sidewalk or open curb space around the kiosk (outdoor customer areas along the garage doors). Would this be allowed?”
    Answer: Yes, the awarded contractor will be allowed to use the outdoor area immediately adjacent to the leased space as mentioned in Sections 3.6 and 3.7 of the original solicitation.

14. **Question:** “Can you please define what the usable sidewalk space?”
    Answer: This item is negotiable upon execution of lease. The City must approve use of outdoor space as to not infringe on public use, safety, access or enjoyment.

15. **Question:** “Is the picnic shelter adjacent to the lease space available to rent?”
    Answer: Yes. The shelter space is available for rent similar to all shelter spaces throughout the Parks and Recreation system. Visit gjparksandrec.org or call 254.3866.

16. **Question:** “Explain how the option for three annual renewals works?”
    Answer: If mutually agreeable between the awarded contractor and the City, a written annual renewal will be generated by the City for the contractor to sign. Renewals typically are done three months prior to the expiration date to allow time for a new solicitation if the extension is not exercised by either party.

17. **Question:** “Will lessee be able to utilize the Butterfly Lakes and water park for lessons, clinics, demos and yoga? Do you need a separate permit to use the Butterfly Lakes and water park?”
    Answer: These areas are on a first come first served basis. The City reserves the right to reevaluate this policy and change it as needed as the Riverfront becomes activated.

18. **Question:** “Can we use the adjacent lawn spaces for dryland yoga and classes? Do we need a separate permit for this?”
    Answer: Park permits are required for all organized use and reservation of park space. Call 254.3866 for more information.

19. **Question:** “Will internet/WIFI be available in the space?”
    Answer: No.

20. **Question:** “Is there a telephone line to the space?”
    Answer: No.

21. **Question:** “Can directional signage be used (entrance off of Riverside Parkway, within the park, along the trail, etc)?”
    Answer: These signs are not allowed per 5.11.3 above mentioned in the answer to question #4 above.

22. **Question:** “Does the kiosk operator have some level of priority access to the Riverfront Trail, River Play Space, boat ramp?”
    Answer: No. As a public venue, the only priority the kiosk operator will have is for the actual leased space.

23. **Question:** “Does the kiosk operator have any safety/emergency response expectation along the riverfront trail or the River Play Space?”
    Answer: No. As a public venue, all safety/emergency responses will be similar to any other park space throughout the Parks and Recreation system.

24. **Question:** “On the Create Bid page where we submit the proposal through Bid Net, there is a tab named “Pricing”. Do you want us to use the monthly amount we are using in the RFP Section 6.0: Solicitation Response Form; or do you want the annual amount submitted? Is it something else, like over the four-year total in available contract?”
    Answer: You can enter $1 in this field. The City only recognizes prices submitted on our official Response Form.

25. **Question:** “Could you please clarify a little more in the RFP Section 3, 3.7 what are “volume guarantees or restrictions”?”
    Answer: The City will not guarantee a certain amount of sales or traffic to the venue, nor will the City enter a contract containing these types of guarantees or restrictions. A restriction means the City will not agree to a clause stating the lease price is reduced if a certain level of activity is not met.

26. **Question:** “We are concerned with possible conflicts of interest (RFP Section 2, 2.8) with other parties that are submitting an RFP. How is the review process separating itself from the Las Colonias development board that oversees the commercial development in the park?”
    Answer: This clause is not related to the commercial development of the park. It has to do with the awarded contract, the awarded firm and the City. Meaning no public official or City employee can gain financially due to the resulting contract. Consequently, one of your employees or a partner is not allowed to be involved in the evaluation or award of this project. If you are aware of any conflict of interest (a person who could sway a decision for any personal reason) or if they have a family member who is involved in any way, you will need to disclose that information. The City must always maintain a transparent and trustworthy position in evaluation and award of any and all contracts. Integrity if of the utmost importance.

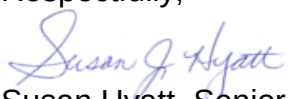
27. **Question:** “Does the lessee have preference over the water park features, boat ramp and the butterfly pond?”
    Answer: This was already addressed in question #22: No. As a public venue, the only priority the kiosk operator will have is for the actual leased space.

28. **Question:** “Can an outside business use the water park features, boat ramp and butterfly pond to provide safety talks, mobile rental drop offs & pick-up, lessons and events at the same time of the lease (if outside business is permitted to do so)?”
    Answer: This was addressed in questions 17 and 18: These areas are on a first come first served basis. The City reserves the right to reevaluate this policy and change it as needed as the Riverfront becomes activated. Park permits are required for all organized use and reservation of park space. Call 254.3866 for more information.

The original solicitation for the project referenced above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Susan Hyatt, Senior Buyer
City of Grand Junction, Colorado

Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: May 6, 2020

Presented By: Trent Prall, Public Works Director, Jay Valentine, General Services Director

Department: Public Works - Streets

Submitted By: Eric Mocko, Project Engineer

Information

SUBJECT:

Contract for Street Maintenance - 2020 Asphalt Overlay Project

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a Contract with Kilgore Companies, LLC dba Elam Construction of Grand Junction, CO for the 2020 Contract Street Maintenance - Asphalt Overlays Project in the amount of $2,919,346.95.

EXECUTIVE SUMMARY:

This contract with Kilgore Companies, LLC dba Elam Construction, if approved, will overlay 45 roads at 30.4 lane miles, including selected concrete, curb, gutter, and sidewalk repairs along with placement of millings at the storage and transfer yard located near the City Cemetery, as part of this year's annual street maintenance program.

BACKGROUND OR DETAILED INFORMATION:

This year's total street maintenance program is funded at $5.8 million, including $4.8 million for outsourced contract work and $1 million for the materials necessary for the annual chipseal program applied by City street department crews.

Roads throughout the City have been rated for condition and an asset management program is used to determine the road and the treatment list for the annual program. This contract consists of resurfacing (overlaying) City streets with up to two inches of new asphalt pavement based on the conditions of the existing streets. Work items

associated with the paving in this contract include milling of existing asphalt pavement where needed, leveling of failed sections of roadways, adjusting manhole lids and valve covers to grade, and placing shoulder gravel on roads that do not have curb and gutter. Some selected streets will also have sections of guardrail and concrete curb, gutter, and sidewalk replaced ahead of the overlay, as needed, to facilitate the overlay construction. Additionally, this contract will include improvements to the storage and transfer yard located near the City Cemetery in order to provide storage for the asphalt millings generated from this project.

This contract includes 142,853 square yards of asphalt milling, 23,807 tons of hot mix asphalt placement totaling 30.4 lane miles or 213,896 square yards of road surface. It also includes the replacement of 959 linear feet of guardrail, 700 linear feet of drainage pan, 250 linear feet of curb and gutter, 22 square yards of sidewalk, curb, and gutter, 70 square yards of concrete curb ramps, and 60 square yards of driveway.

The streets selected for this contract are provided in an attachment.

Pavement Condition Index (PCI) ratings are from the 2019 survey. The overlays will restore the streets to a PCI of high 80's to low 90's.

A formal Invitation for bids was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Daily Sentinel. Two companies submitted formal bids, which were found to be responsive and responsible in the following amounts:

Firm	Location	Base Amount	Add Alt Amount
Elam Construction	Grand Junction, CO	$2,827,634.95	$91,712.00
United Companies	Grand Junction, CO	$3,125,066.35	$69,930.40

Bid alternates to include fiber into the asphalt on the 22 Rd. Area, Colex Dr. Area, Interstate Area, Colex Dr. Area, and Foresight Circle Area have been evaluated. City of Grand Junction utilized fiber in asphalt in 2018 and 2019 to help reduce cracking in similar trafficked areas, and has shown promising results over the past 2 years. This bid alternate is proposed to be added to the contract bringing the total bid proposed for award to $2,919,346.95.

This project is scheduled to begin in early June with an expected final completion date of Mid-August.

FISCAL IMPACT:

The funding for this project is in the 2020 Adopted Budget in the Sales Tax Capital

Improvement Fund and includes use of the voter approved TABOR excess for street maintenance. The total budgeted is $5,800,000.00 and the contract being considered is $2,919,346.95. If approved, the remaining $2,880,653.05 will be used to fund the City's chip seal project as well as separate contracts for alternative pavement preservation road treatments including High Density Mineral Bond, smaller rehabilitation projects, and design/feasibility studies for future road treatments.

SUGGESTED MOTION:

I move to authorize the City Purchasing Division to enter into a contract with Kilgore Companies, Inc. of Grand Junction, CO for the 2020 Contract Street Maintenance - Asphalt Overlays Project in the amount of $2,919,346.95.

Attachments

1. 2020 Contract Street Maintenance - Asphalt Overlays Work Areas
2. 2020 Contract Street Maintenance - Asphalt Overlays Streets

22 Road

N

0 0.15 0.3 mi

Date: 3/9/2020

1 inch = 376 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

23 Road

N

0 0.075 0.15 mi

Date: 3/9/2020

1 inch = 188 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

27 Road Area

N

0 0.075 0.15 mi

Date: 3/9/2020

1 inch = 188 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Centauri Drive Area

N

0 0.15 0.3 mi

Date: 3/9/2020

1 inch = 376 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Colex Dr. Area

N

0 0.15 0.3 mi

Date: 3/9/2020

1 inch = 376 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Foresight Circle Area

N

0 0.075 0.15 mi

Date: 3/9/2020

1 inch = 188 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

G Road

N

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Date: 3/9/2020

1 inch = 188 feet

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

Horizon Dr.

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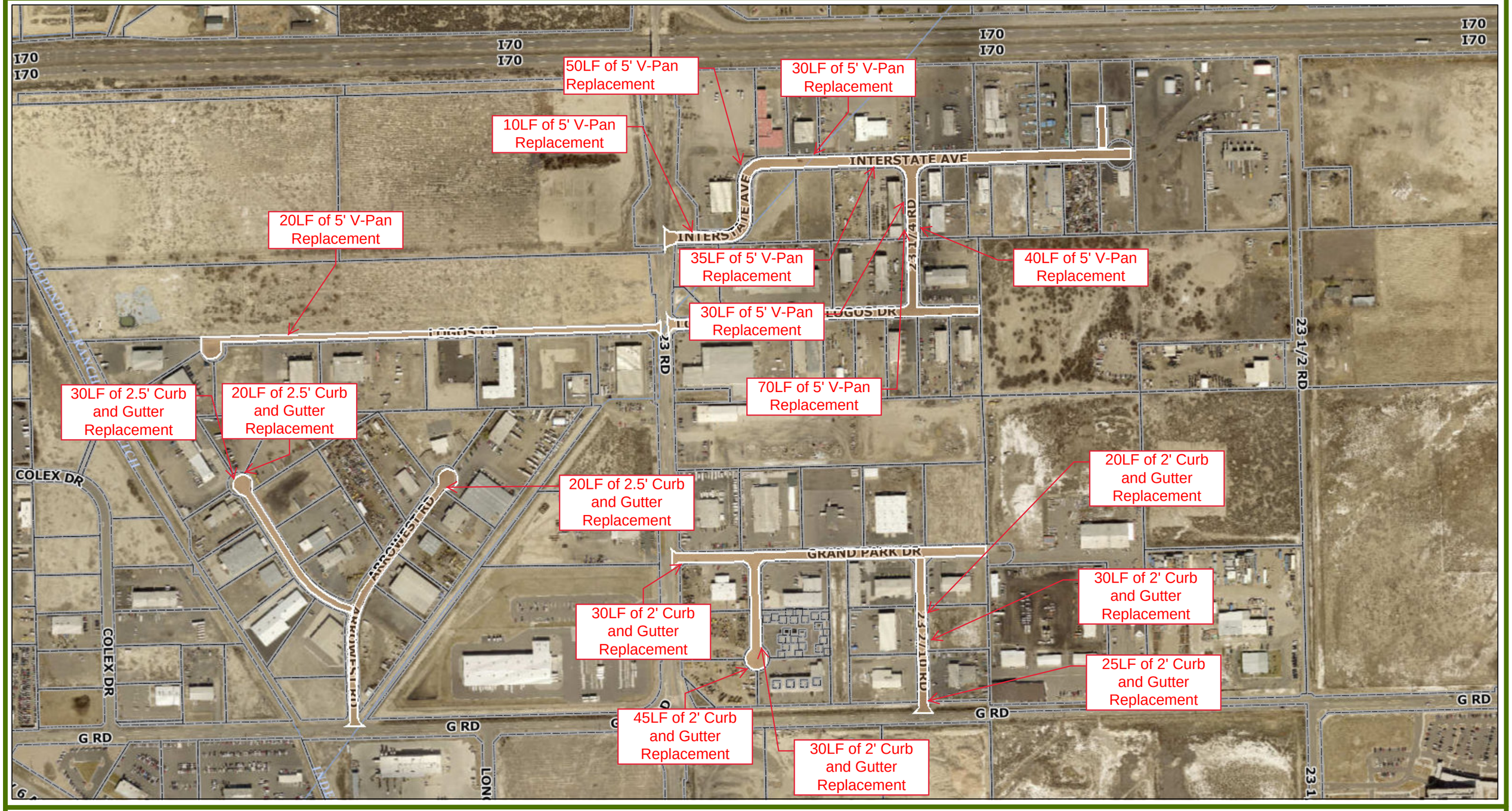
Date: 3/9/2020

1 inch = 376 feet

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

Interstate Ave. Area



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Date: 3/9/2020

1 inch = 376 feet

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

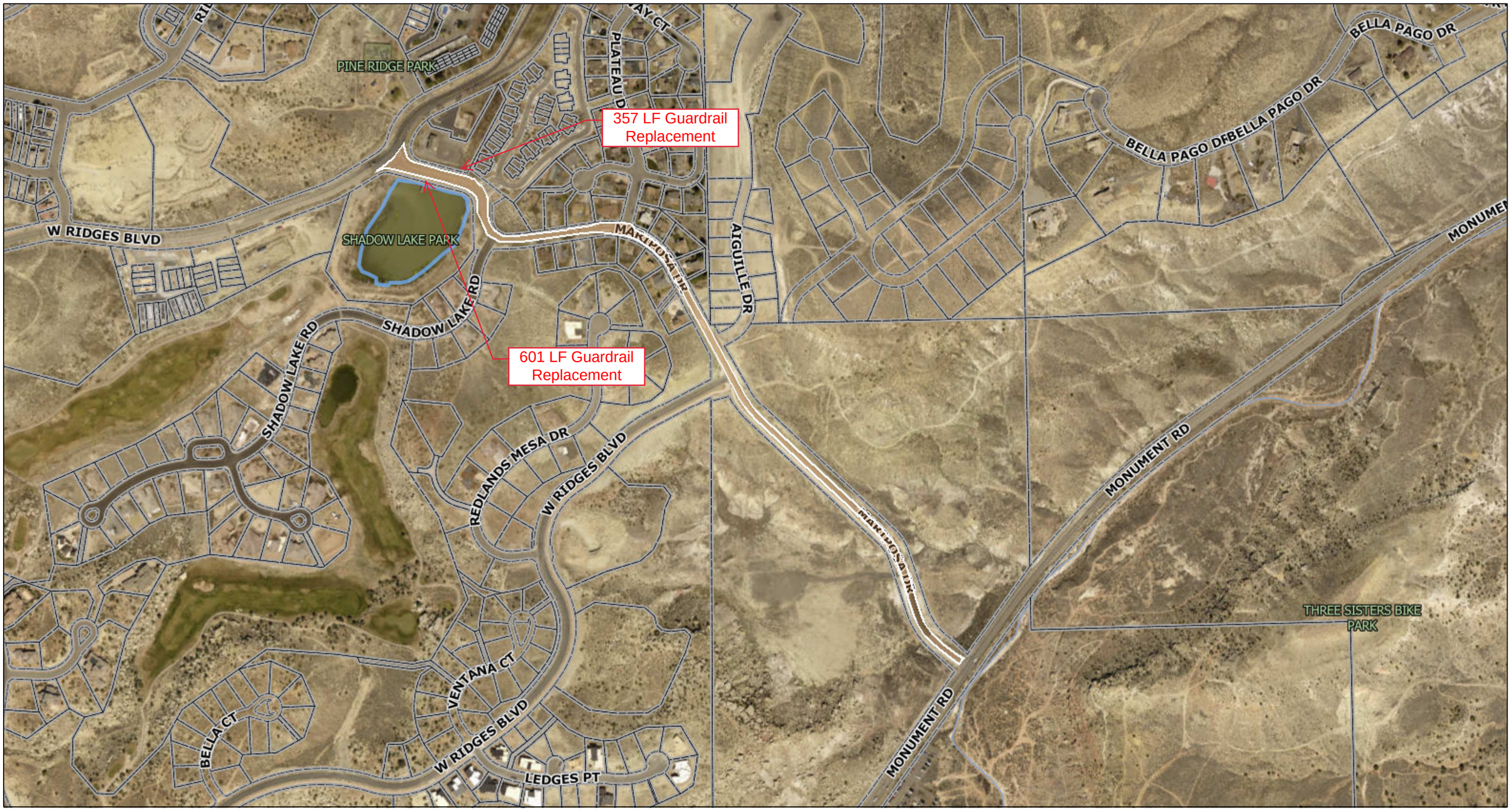
Legends Way Area

Date: 3/9/2020

1 inch = 188 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Mariposa Dr.



N

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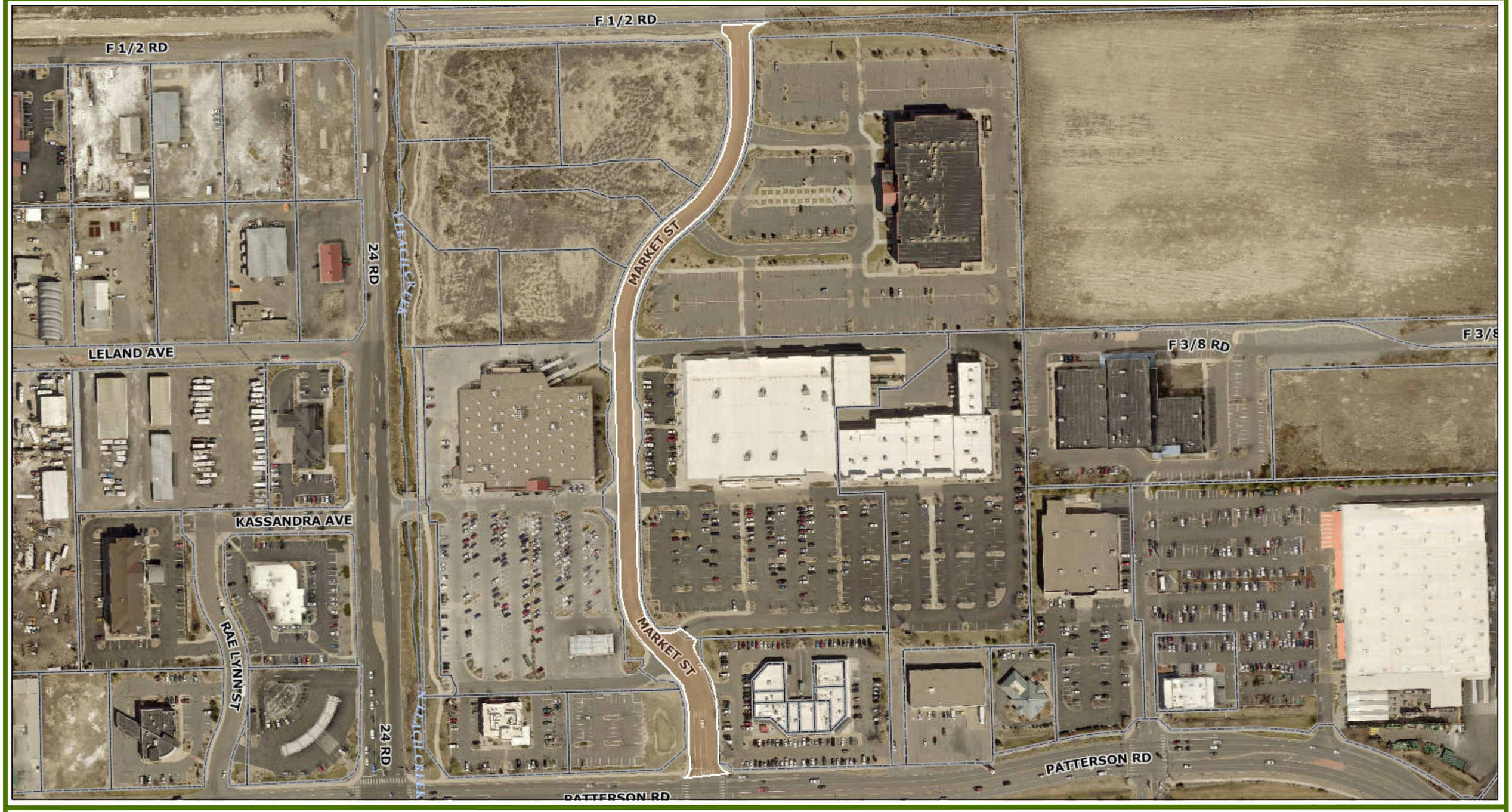
Date: 3/9/2020

1 inch = 376 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Market Street



N

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Date: 3/9/2020

1 inch = 188 feet

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

Summer Hill Area

N

0 0.075 0.15 mi

Date: 3/9/2020

1 inch = 188 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

2020 Contract Street Maintenance - Asphalt Overlays Streets				
Group	**Street**	**From**	**To**	**Average PCI (2019)**
27 Road Area	27 Rd	B Rd	B 1/4 Rd.	60.4
	B Rd.	27 Rd.	Clymer Rd.	
Legends Way Area	Legends Way	Patterson Rd.	Grand Falls Dr.	60.1
	Grand Falls Dr.	Grand Cascade Way	Norma Jean St.	
	28 1/2 Rd.	Grand Falls Dr.	EOP	
	N. Grandeur Ct	28 1/2 Rd.	EOP	
	Mariposa Dr.	W. Ridges Blvd.	Monument Rd.	61.1
	Horizon Dr	26 1/2 Rd	12th St	59.7
Colex Dr Area	Colex Dr.	G Rd.	Scarlet St.	60.1
	Scarlet St.	Colex Dr.	HWY 6&50	
	Scarlet St	Colex Dr	Sanford Dr.	
	Sanford Dr	EOP	HWY 6&50	
Interstate Area	Arrowest Rd	G Rd	N. EOP	27.2
	Arrowest Ct	Arrowest Rd	N. EOP	
	Logos Ct	23 Rd	W. EOP	
	Grand Park Dr	23 Rd	E. EOP	
	23 1/10 Rd	Grand Park Dr	S. EOP	
	23 2/10 Rd	Grand Park Dr	G Rd	
	Interstate Ave	23 Rd	E. EOP	
	23 1/4 Rd	Interstate Ave.	Logos Dr	
	Logos Dr	23 Rd	E. EOP	
	23 Rd	G Rd	I-70	36.7
	G Rd	Hwy 6&50	23 Rd	59
22 Road Area	Connector Rd	Valley Ct	22 Rd	47.6
	Valley Ct	Hwy 6&50	N. EOP	

Centauri Drive Area	Beta Pl	Centauri Dr	Galaxy Dr	44.6
	Alpha Pl	Centauri Dr	Galaxy Dr	
	Centauri Dr	G Rd	N. EOP	
	Galaxy Ct	G Rd	N. EOP	
	Galaxy Dr	Galaxy Ct	Beta Pl	
	G 3/8 Rd	26 1/2 Rd	Flower St	
	Flower St	G 3/8	Tulip Dr	
	Tulip Dr	G 1/2	Flower St	
	G 1/2 Rd	26 1/2 Rd	Flower St	
	Chestnut Ct	26 1/2 Rd	E. EOP	
Foresight Circle Area	E. Foresight Cir	Blichmann Ave	Hollingsworth St	60.3
	Hollingsworth St	Blichmann Ave	Eisenhauer St	
	Fracture Ln	Eisenhauer St	25 1/2 Rd	
	Market St	F 1/2 Rd	Patterson Rd	60
Summer Hill Area	Summer Hill Way	26 1/2 Rd	Spring Crossing	61.5
	Summer Bend Ct	Summer Hill Way	S. EOP	
	Summer Sage Ct	Summer Hill Way	S. EOP	
	Summer Valley Cir	Summer Hill Way	Summer Hill Way	
	Summer Crest Ct	Summer Hill Way	N. EOP	
	Summer Breeze Ct	Summer Hill Way	N. EOP	

Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: May 6, 2020

Presented By: Trent Prall, Public Works Director, Jay Valentine, General Services Director

Department: Public Works - Streets

Submitted By: Eric Mocko, Project Engineer

Information

SUBJECT:

Contract for 2020 Horizon Place Reconstruction

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a Contract with CW Construction of Grand Junction, CO for the 2020 Horizon Place Reconstruction Project in the amount of $237,939.00.

EXECUTIVE SUMMARY:

This construction contract includes the reconstruction of Horizon Place from just west of 26 1/2 Rd. to Juniper Ridge School. This contract with CW Construction, if approved, will reconstruct an approximately 535 linear foot long segment of Horizon Place, which consists of two lanes along with curb, gutter, and sidewalk for a safe route for students to access the school and utility relocations.

BACKGROUND OR DETAILED INFORMATION:

This project will include the reconstruction of approximately 535 feet of roadway on Horizon Place between 26 1/2 Road and the new Juniper Ridge School. It will include adjustments to water main and the relocation of a fire hydrant. It will also include new sidewalk, curb, and gutter along the south side of the street to provide access for students and other pedestrians to access the new school.

This contract includes 45 linear feet of water line, 1 fire hydrant, 1,664 square yards of asphalt milling, 1,350 tons of new aggregate base course, 625 tons of hot mix asphalt

placement, a new trash enclosure, 594 linear feet of curb and gutter, 324 linear feet of concrete curb, gutter, and sidewalk, 2 concrete curb ramps, and 110 square yards of concrete driveway construction.

A formal Invitation for bids was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Daily Sentinel. Eight companies submitted formal bids, which were found to be responsive and responsible in the following amounts.

Firm	Location	Bid Amount
CW Construction	Grand Junction, CO	$237,939.00
Sorter Construction, Inc.	Grand Junction, CO	$245,500.00
MA Concrete Construction, Inc.	Grand Junction, CO	$248,259.61
Dirtworks Construction, LLC dba United Companies	Fruita, CO	$258,580.35
MM Skyline Contracting, Inc.	Grand Junction, CO	$261,572.00
Oldcastle SW Group, Inc. dba United Companies	Grand Junction, CO	$299,712.80
Agave Construction, LLC	Grand Junction, CO	$332,104.20
K&D Construction, Inc.	Grand Junction, CO	$346,776.24

This project is scheduled to begin in early June with an expected final completion date of the beginning of August.

FISCAL IMPACT:

The funding for this project was originally budgeted in the 2019 Adopted Budget for the Transportation Capacity Fund and is in the 2020 Supplemental Appropriation being considered on this agenda to carry forward the project to 2020 (not new spending). A total of $250,000 is budgeted to cover the anticipated project costs as well as testing requirements.

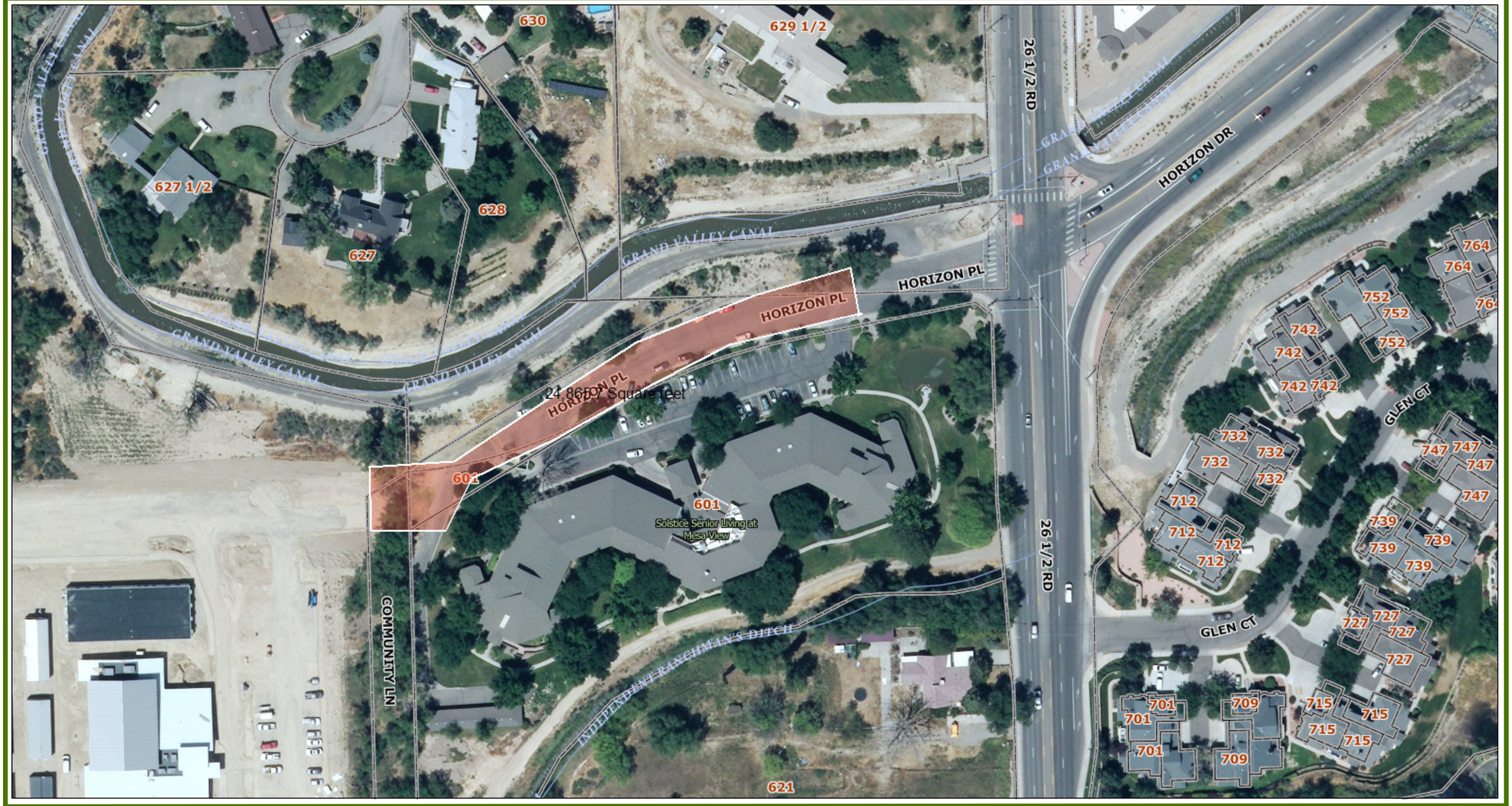
SUGGESTED MOTION:

I move to authorize the City Purchasing Division to enter into a contract with CW Construction of Grand Junction, CO for the 2020 Horizon Place Reconstruction Project in the amount of $237,939.00.

Attachments

1. 2020 Horizon Place - Location Map

2020 Horizon Place - Working Extents



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Date: 4/22/2020

1 inch = 94 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Grand Junction City Council

Regular Session

Item #4.d.

Meeting Date: May 6, 2020

Presented By: Jay Valentine, General Services Director

Department: Parks and Recreation

Submitted By: Trent Prall, Public Works Director
Ken Sherbenou, Parks and Rec. Director

Information

SUBJECT:

Contract for the Amphitheater Addition

RECOMMENDATION:

Staff recommends the approval of the authorization for the City Purchasing Division to execute a construction contract with Ford Construction Co., Inc. for the construction of the Amphitheater Addition for $365,471.00.

EXECUTIVE SUMMARY:

This project shall consist of the construction of an addition to the Las Colonias Amphitheater. The 830 square foot addition will add public restroom facilities that will be open during the day for general park as well as during events to better serve patrons. Furthermore, the addition will provide provide vastly improved green room facilities to serve performers and their staff. The result will be a more appealing venue that will support more concerts and events.

BACKGROUND OR DETAILED INFORMATION:

The Las Colonias Planned Development zoning set the vision and provided guidance and established appropriate land uses for the 147 acre Las Colonias site. Design of the business park includes the development of approximately 10% of the entire Las Colonias Park for the location of several businesses in a campus setting combined with public park amenities consistent with the Las Colonias Park Master Plan.

The Amphitheater is a cornerstone of those public park amenities. After a couple of

years of operation, it has become clear that enhancements to the facility are needed. The 830 sq ft addition will add public restroom facilities that will be open during the day for general park use and to also provide greater capacity when events are being held. With this increased capacity, our plan is that this will eliminate the need to have port-o-potties at many events. This additional restroom that is publicly accessible throughout the day will provide needed coverage for the 147 acre complex. Moreover, the addition will provide green room facilities. The lack of adequate space back stage has been a source of complaint and concern for performers and their staff members. This addition provides a significant increase in conditioned green room space as well as another bathroom for the performers and road crew. The green room will also serve other unmet needs depending on events such as additional dressing room capacity and area for catering.

A formal Invitation for bids was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in *The Daily Sentinel*. A total of five companies submitted formal bids. All bids were found to be responsive and responsible in the following amounts:

Company	**City**	**Amount**
Ford Construction Co., Inc	Grand Junction, CO	$365,471.00
PNCI Construction, Inc.	Grand Junction, CO	$382,862.00
FCI Constructors, Inc	Grand Junction, CO	$393,572.00
Vostatek Construction, Inc.	Grand Junction, CO	$457,843.00
Merritt & Associates G.C., Inc.	Grand Junction, CO	$514,991.19

FISCAL IMPACT:

The funding for this project was originally budgeted in the 2019 Adopted Budget in the .75% Sales Tax Capital Improvement Fund along with the overall Las Colonias Business Park project and is in the 2020 Supplemental Appropriation being considered on this agenda to carry forward the project to 2020 (not new spending). A total of $400,000 is allocated in the construction budget towards the restroom.

Project Costs:

Restrooms Construction Contract Amount	$365,471.00
Utility Relocation and testing (approximate)	$18,000.00
TOTAL PROJECT COST	**$382,471.00**

SUGGESTED MOTION:

I move to authorize the City Purchasing Division to enter into a contract with Ford Construction Co., Inc. of Grand Junction, CO for the Amphitheater Addition in the amount of $365,471.00.

Attachments

None

Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: May 6, 2020

Presented By: Jace Hochwalt, Associate Planner

Department: Community Development

Submitted By: Jace Hochwalt, Associate Planner

Information

SUBJECT:

An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses - Staff Presentation

RECOMMENDATION:

The Planning Commission heard this request at its December 10, 2019 meeting and voted (6-0) to recommend approval.

EXECUTIVE SUMMARY:

Staff is proposing amendments to various sections of the Zoning and Development Code (Title 21) to address drinking establishments and other similar uses. Under the current Zoning and Development Code, any establishment that serves alcoholic beverages which sales comprise more than 25 percent of the gross receipts for the business, is classified as a "bar" or "nightclub."

Bar and nightclub uses are conditionally allowed uses within the B-1, B-2, C-1, C-2, M-U, BP, I-O, and I-1 zone districts. Those uses are reviewed and approved with Conditional Use Permits ("CUP") as provided in the Code.

Through the recent experience of reviewing and permitting several Conditional Use Permits for bars and/or nightclubs, Staff and the Planning Commission have identified opportunities to modernize, remove unnecessary regulations, and refine processes to provide regulations that foster compatible land uses while maintaining logical and orderly development.

BACKGROUND OR DETAILED INFORMATION:

In an effort to keep the Zoning and Development Code current and relevant to current land use and market evolution, as well as to refine and streamline the Code, Staff is proposing amendments that would modify standards, clarify sections and processes, and eliminate the CUP process/regulations that are in Staff's opinion functionally obsolete or unclear.

The Planning Commission discussed the proposed amendments at a May 9, 2019 workshop and again at its November 7, 2019 workshop and supported changes to the Code. In general, the proposed amendments:

1) Eliminate existing definitions related to alcohol establishments and add new definitions which eliminate gross receipts standards and clarify uses; and,
2) Eliminate the Conditional Use Permit process for alcohol related establishments in certain zone districts; and,
3) Eliminate "Alcohol Sales, Retail" as a use from the use table.

The proposed amendments are shown with ~~strikethrough~~ (indicating removal from the Code) and underline (indicating addition to the Code.)

Section 21.10.020. Terms Defined
Section 21.10.020 refers to the definitions in the Zoning and Development Code. The Zoning and Development Code has two definitions related to drinking establishments, including bar and nightclub uses. Staff is proposing to eliminate these definitions in favor of new definitions.

~~Bar means a premises used primarily for the sale or dispensing of alcoholic beverages by the drink for on-site consumption and where food may be available for consumption as an accessory use. An establishment that serves both food and alcoholic beverages shall be categorized as a bar if the sale of said beverages comprises more than 25 percent of the gross receipts.~~

~~Night club means a commercial establishment dispensing alcoholic beverages for consumption on the premises and in which music, dancing or live entertainment is conducted. An establishment that serves both food and alcoholic beverages shall be categorized as a bar/nightclub if the sale of said beverages comprises more than 25 percent of the gross receipts.~~

Alcohol Beverage means fermented malt beverage or malt, vinous, or spirituous liquors.

Alcohol Beverage Production means a premises in which alcohol beverages are

produced for wholesale distribution and/or for on-site retail and consumption.

Drinking Establishment means a premises used for the sale or dispensing of alcohol beverages for on-site consumption including uses such as bars, nightclubs, and taverns.

There are a number of reasons for the proposed amendments, which include the following. The term “Drinking Establishment” is a more inclusive category for bars, nightclubs, and taverns with the activity common to all being the sale, service and consumption of alcohol. The Zoning and Development Code currently provides little substantive differentiation between “bar” and “nightclub” definitions; however, the use of two terms suggests there are differences. The term "drinking establishment" provides commonality for purposes of use review.

The 25% gross receipts requirement is recommended to be eliminated. The City does not track sales and as such a distinction based on sales is presently irrelevant. Restaurants, which from a land use standpoint are allowed uses in commercial zones and some industrial zones, can sell and serve alcohol on-site if it comprises less than 25% of gross receipts; however, because of the lack of tracking of gross receipts, there is a discrepancy between a restaurant and a bar when the impacts may be the same or similar - uses that most people would consider a restaurant that have large bar areas may well be comprising more than 25% of their gross receipts in alcohol sales and currently operating without an approved Conditional Use Permit.

Many municipalities view drinking establishments and breweries as “general retail” uses that fall under similar regulations to restaurant uses. As well, some municipalities emphasize the liquor licensing process as that process is specific to a license type (as defined by Colorado law) and for new licenses requires a Needs and Desires survey to be conducted as part of the application and prior to issuance of a license. The City's CUP process considers the land use rather than the business and tends to be more discretionary because of the focus on the location of the use and not the use itself. In Staff's research it was determined that ending the CUP process will bring Grand Junction closer to the practice of other municipalities.

In addition, two new definitions are being proposed. “Alcohol Beverage Production” is proposed as a separate definition from “Drinking Establishment”. Alcohol production facilities are different from typical bars or taverns in that they actually produce and manufacture the beverage on site, and a portion of the building is dedicated to this use. This includes uses such as breweries and distilleries. The new definition works to modernize the Code consistent with the evolution of drinking establishment as characterized above. In addition, the definition of “Alcohol Beverage” is being proposed for clarity, as the definition is derived from the Colorado Liquor Code.

21.04.010. Use Table

In addition to a revision of the definitions for drinking establishments, Staff is also proposing changes to the use table. As currently codified, a bar/nightclub is a Conditional Use in the B-1 (Neighborhood Business), B-2 (Downtown Business), C-1 (Light Commercial), C-2 (General Commercial), M-U (Mixed Use), BP (Business Park), I-O (Industrial Office), and I-1 (Light Industrial) zone districts. Per the Zoning and Development Code, "A conditional use is not a use by right; it is one that is prohibited within a given zone district unless a conditional use permit (CUP) for the specific use has been granted." An application for a CUP is required to demonstrate compliance with two sets of approval criteria. This includes the General Approval Criteria required for permits needing a public hearing, which includes the following:

1. *Compliance with the Comprehensive Plan and any applicable adopted plan.*
2. *Compliance with this zoning and development code.*
3. *Conditions of any prior approvals.*
4. *Public facilities and utilities shall be available concurrent with the development.*
5. *Received all applicable local, State and federal permits.*

In addition to those General Approval Criteria mentioned above, specific CUP approval criteria need to be met, which include the following:

1. *District Standards.*
2. *Use-Specific Standards.*
3. *Availability of Complementary Uses*
4. *Compatibility with Adjoining Properties.*
    - *i. Protection of Privacy.*
    - *ii. Protection of Use and Enjoyment.*
    - *iii. Compatible Design and Integration.*

The process for which an applicant be can granted a CUP includes holding a neighborhood meeting, submitting a complete application, review and recommendation by Staff, and a final decision by the Planning Commission. As such, the timelines from the beginning of the CUP to the end of the liquor license runs approximately six months. In the past, this timeline has placed a hardship on business operators from obtaining leases or purchasing properties, because as represented by several potential applicants, few operators will close on a property or secure a lease prior to obtaining CUP and liquor license approval.

Since June of 2019, Staff has processed three Conditional Use Permit applications for bars and/or breweries. Each of the three proposals presented minimal to negligible concern from Staff and the Planning Commission, as well as residents. It should be noted that a large part of the CUP review process is the site design component, looking at use standards and compatibility. However, if a new building is constructed for a drinking establishment use, it would go through a major site plan review which would consider any site design issues. Additionally, if a drinking establishment were to be

proposed to occupy a building that was formerly utilized as something other than a drinking establishment, it would be required to go through a change of use permit process, in which the site design would be evaluated by Staff. As of now, the only reason a drinking establishment would not go through a site plan review is if it is occupying a building that had the same use, which is currently allowed outright if the property already obtained a CUP. As such, the processes in place from a site design perspective would still remain in place without the need for a CUP.

Based on the information above, it is being recommended that the CUP process is eliminated in certain zone districts for drinking establishments. Staff believes this will create efficiencies, eliminate uncertainty in the process for business owners, and create areas within the City that a drinking establishment can operate as a by-right use.

The proposed amendments to the use table are included as Exhibit #1, which reflects the removal of the “Bar/Nightclub” use and includes the “Drinking Establishment” use and “Alcohol Beverage Production” use.

Based on the Staff proposal, a Drinking Establishment would be allowed by-right in the B-2 (Downtown Business), C-1 (Light Commercial), C-2 (General Commercial), M-U (Mixed Use), and BP (Business Park) zone districts. The purpose of the B-2 zone district is to concentrate retail and promote downtown vitality. The purpose of the C-1 and C-2 zone districts is to provide commercial activities and retail sales. These areas are generally less concentrated than downtown, and provide for orderly transitions and buffers between uses. The purpose of the M-U and BP zone districts is to provide mixed uses including light manufacturing, residential, and commercial services. Notably, all these zones allow restaurant uses (that include alcohol sales), and general retail sales (indoor operations) uses by-right. Staff finds that drinking establishments serve the purpose of these zone districts in comparable ways to restaurant and retail uses and find that the CUP process can be eliminated in these zone districts.

Drinking Establishments would remain a Conditional Use within the B-1 (Neighborhood Business), I-O (Industrial Office), and I-1 (Light Industrial) zone districts. The B-1 zone district is intended to provide areas for office and professional services with limited retail, and is generally in close proximity to single family residential. Both the I-O and I-1 zone districts are intended more for light industrial uses and services with limited retail components. For these reasons, Staff finds it appropriate that the CUP requirement remain in place for compatibility purposes.

The Alcohol Beverage Production use is being proposed as a by-right use in the B-2, C-1, C-2, M-U, BP, I-O, I-1, and I-2 zone districts, and conditional uses within the B-1 zone district. Staff is proposing that alcohol beverage production be allowed by-right in all the same zone districts as drinking establishments, as well as the I-O, I-1, and I-2 zones. The reason for allowing an alcohol beverage production by-right in these

industrial zones is because, by definition, an alcohol beverage production facility produces/manufactures alcohol on-site, which can be classified as an industrial use. Similar to drinking establishments, Staff would propose that an alcohol beverage production use require a CUP in the B-1 zone primarily for compatibility to surrounding uses.

In addition, “Alcohol Sales, Retail” is categorized as a principal use in the use table of Section 21.04.010 of the Zoning and Development Code. However, there is no definition in Section 21.10.020 that indicates exactly what this use refers to. This use has been interpreted to mean a liquor store or similar. Senate Bills 16-197 and 18-243 recently changed the state liquor laws to allow grocery and convenience stores to sell fermented malt beverages beginning January 1, 2019. Due to this passage, Staff recommends removing the land use category of Alcohol Sales, Retail from the Code and Use Table.

NOTIFICATION REQUIREMENTS

Notice was completed as required by Section 21.02.080(g). Notice of the public hearing was published on December 3, 2019, 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

The Planning Commission finds that the proposed amendments to the Zoning and Development Code are useful in that they modernize the Code, remove unnecessary regulations, and refine processes to provide regulations that assist in logical and orderly development.

FISCAL IMPACT:

There is no direct fiscal impact from this request.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4918, an ordinance amending Sections 21.04.010 and 21.10.020 of the Zoning and Development Code regarding definitions and Use Standards for alcohol establishments in the City of Grand Junction on final passage and order final publication in pamphlet form.

Attachments

1. Proposed Use Table
2. Proposed Ordinance
3. Planning Commission Minutes - December 10, 2019

USE CATEGORY	PRINCIPAL USE	R-R	R-E	R-1	R-2	R-4	R-5	R-8	R-12	R-16	R-24	R-O	B-1	B-2	C-1	C-2	CSR	M-U	BP	I-O	I-1	I-2
Retail Sales and Service	Drinking Establishment												C	A	A	A		A	A	C	C	
	Alcohol Beverage Production												C	A	A	A		A	A	A	A	A
	~~Bar/Nightclub~~												~~C~~	~~C~~	~~C~~	~~C~~		~~C~~	~~C~~	~~C~~	~~C~~	
	~~*Alcohol Sales, Retail*~~												~~A~~	~~A~~	~~A~~	~~A~~		~~A~~	~~C~~			

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 21.04.010 AND 21.10.020 OF THE ZONING AND DEVELOPMENT CODE REGARDING DEFINITIONS AND USE STANDARDS FOR ALCOHOL ESTABLISHMENTS IN THE CITY OF GRAND JUNCTION.

Recitals:

The City desires to implement the Comprehensive Plan by maintaining effective regulations in its Zoning and Development Code (Title 21) that both encourage and require appropriate use of land throughout the City.

From time to time, the City's Zoning and Development Code is reviewed to ensure that existing regulations work to implement the goals of adopted City plans and identifies provisions that may unduly or unnecessarily create impediments to logical and orderly development that reflect adopted goals. In some cases, this includes reviewing the Code for purpose of modernization, clarity, simplicity or otherwise identifying provisions that are no longer deemed necessary to protect the health, safety and welfare of City residents.

Accordingly, it has been identified that land uses such as Drinking Establishments that bring activity to commercial streets such as those located the downtown could assist in activating and bringing "vibrancy" to certain areas of the City. Developing a vibrant downtown and vibrant commercial areas are key goal of the City's adopted Greater Downtown Plan, the Comprehensive Plan and the Plan of Development.

The proposed revisions for drinking establishments provides clarity in the regulations and removes barriers for certain compatible commercial and industrial zone districts to allow for, without conditional approval, drinking establishments to be an allowed land use. This revision continues to provide for logical and orderly development while not diminishing the protection of health, safety or welfare of the residents of Grand Junction.

Drinking Establishments that produce or sell alcohol beverages for consumption on-site, consistent with State and Local Law would continue to be required to seek and maintain City and State Liquor Licenses.

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

Section 21.04.010 Use Table is amended as follows (additions underlined, deletions struck through):

USE CATEGORY	PRINCIPAL USE	R-R	R-E	R-1	R-2	R-4	R-5	R-8	R-12	R-16	R-24	R-O	B-1	B-2	C-1	C-2	CSR	M-U	BP	I-O	I-1	I-2
Retail Sales and Service	Drinking Establishment												C	A	A	A		A	A	C	C	
	Alcohol Beverage Production												C	A	A	A		A	A	A	A	A
	~~Bar/Nightclub~~												~~C~~	~~C~~	~~C~~	~~C~~		~~C~~	~~C~~	~~C~~	~~C~~	
	~~*Alcohol Sales, Retail*~~												~~A~~	~~A~~	~~A~~	~~A~~		~~A~~	~~C~~			

Section 21.10.020 (c)(3) is amended as follows (additions underlined, deletions struck through):

~~*Bar* means a premises used primarily for the sale or dispensing of alcoholic beverages by the drink for on-site consumption and where food may be available for consumption as an accessory use. An establishment that serves both food and alcoholic beverages shall be categorized as a bar if the sale of said beverages comprises more than 25 percent of the gross receipts.~~

~~*Night club* means a commercial establishment dispensing alcoholic beverages for consumption on the premises and in which music, dancing or live entertainment is conducted. An establishment that serves both food and alcoholic beverages shall be categorized as a bar/nightclub if the sale of said beverages comprises more than 25 percent of the gross receipts.~~

Alcohol Beverage means fermented malt beverage or malt, vinous, or spirituous liquors.

Alcohol Beverage Production means a premises in which alcohol beverages are produced for wholesale distribution and/or for on-site retail and consumption.

Drinking Establishment means a premises used for the sale or dispensing of alcohol beverages for on-site consumption including uses such as bars, nightclubs, and taverns.

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

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

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

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

There were approximately 11 citizens in the audience.

CONSENT AGENDA

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

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

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

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

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

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

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

REGULAR AGENDA

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

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

Questions for Staff
None.

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

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

None.

The public hearing was closed at 6:14pm.

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

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

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

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

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

Commissioner Wade asked Staff for clarification regarding PD extensions.

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

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

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

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

Commissioner Deppe asked a question regarding the Planned Development.

The public hearing was closed at 6:38pm.

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

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

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

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

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

Questions for Staff
None.

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

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

None.

The public hearing was closed at 6:52pm.

Questions for Staff
None.

Discussion
None.

Motion and Vote
Commissioner Gatseos made the following motion, "Mister Chair, on the Rezone request to B-1 for the property located at 1221 Wellington Avenue, City file number RZN-2019-598, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report."

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

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

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

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

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

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

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

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

None.

The public hearing was closed at 7:20pm.

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

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

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

5. Other Business

None.

6. Adjournment

The meeting was adjourned at 7:22pm.

Grand Junction City Council

Regular Session

Item #5.a.ii.

Meeting Date: May 6, 2020

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John P. Shaver, City Attorney

Information

SUBJECT:

An Ordinance to Renew the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications

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.

Because the agreement was not finalized during the development of the 2020 budget, the revenue was budgeted at the former percentage (of 2.5%) for $340,000. If the new agreement is approved, revenues will increase for the 3rd and 4th quarters of the year for a total estimated $510,000.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4919, an ordinance granting a renewal of the franchise by the City of Grand Junction to Spectrum Pacific West, LLC, locally known as Charter Communications on final passage and order final publication in pamphlet form.

Attachments

1. ORD-Charter Communications Franchise Agreement - 031820
2. Proof of Publication - March 28, 29, April 8, 2020
3. Charter Communications Franchise Agreement Final Draft

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.SC. §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 1st 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 programing (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 administrating 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 completive 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. 5th Street
Grand Junction, CO 81501

With a copy to:
City of Grand Junction
Attn: City Attorney
250 N. 5th 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, 6th Floor
Greenwood Village, CO 80111

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

St. Louis, MO 63131

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:

_____
Wanda Winkelmann, City Clerk

APPROVED AS TO FORM:

_____
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

State PROOF OF PUBLICATION

NOTICE OF PROPOSED RENEWAL OF CABLE TELEVISION FRANCHISE

On April 1, 2020 the Grand Junction City Council will be considering 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.

Charter Communications has requested the franchise be renewed. Pursuant to law, the City Council may renew the Franchise if:

(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.

The City staff has negotiated terms of renewal and recommends those terms with affirmative finding on (A)-(D) above.

If the City Council approves the ordinance on first reading on April 1, 2020 the ordinance will be set for a public hearing on April 15, 2020. The ordinance and franchise agreement are available on www.gjcity.org Comments may be made by completing a Citizen Comment Form on our website www.gjcity.org.

Published: March 28, 29, April 8, 2020.

STATE OF COLORADO

County of (Mesa)

Terry Flanagan

Being duly sworn, says that I am Legal Secretary of The Daily Sentinel, a daily newspaper, published and duly printed in The County of Mesa, State of Colorado; that said newspaper has a general circulation in said County and has been continuously and uninterruptedly published therein, during a period of at least fifty-two consecutive weeks next prior to the first publication of the annexed notice; that said newspaper is a newspaper within the meaning of the act of the general Assembly of the State of Colorado, entitled "An Act to regulate the printing of legal notices and advertisements," and amendments thereto; that the notice of which the annexed is a printed copy taken from said newspaper, was published in said newspaper, and in the regular and entire issue of every number thereof three (3) times in twelve (12) days;

that said notice was so published in said newspaper proper and not in any supplement thereof, and that first publication of said notice as aforesaid, was on the 28th day of March, 2020, and the last, on the 8th day of April, 2020.

Copies of each number of said paper in which said notice and/or list was published were delivered by carriers or transmitted by mail to each of the subscribers of said newspaper, The Daily Sentinel, according to the accustomed mode of business in this office.

[signature]

orn to before me, this 8TH day of APRIL, 20 20

Theresa Joest

THERESA JOEST
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20194006589
My Commission Expires February 15, 2023

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.SC. §522)

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 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 funding (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, or interest, 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 1st 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 cause damage on private or public property. Notification in writing shall in any event occur within 24 hours of the occurrence of the damage. 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 programing (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 location 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 The City's inspection notice shall reference the provision(s) of the Agreement that relate to the records to be reviewed.

9.2.2 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

9.2.3 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.

9.2.4 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.

9.2.5 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.

9.2.6 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 similar, substantial 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 administrating 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 of such record or transcript 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 60 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 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 completive 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. 5th Street
Grand Junction, CO 81501

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

If Grantee:
Spectrum Pacific West, LLC
Locally known as Charter Communications
Attn: Government Affairs
6399 S. Fiddler's Green Circle, 6th Floor
Greenwood Village, CO 80111

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

St. Louis, MO 63131

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 (excepting removal from the District Court of Mesa County to a Federal Court located in the State of Colorado) 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 May 2020, subject to applicable law.

CITY OF GRAND JUNCTION, COLORADO

_____
J. Merrick Taggart, President of the City Council

ATTEST:

_____
Wanda Winkelmann, City Clerk

APPROVED AS TO FORM:

_____
John P. Shaver, City Attorney

UNCONDITIONALLY ACCEPTED this ____ day of _____, 2020 by Grantee:

GRANTEE:

SPECTRUM 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 #5.a.iii.

Meeting Date: May 6, 2020

Presented By: Greg Caton, City Manager, John Shaver, City Attorney

Department: City Manager's Office

Submitted By: Greg Caton, City Manager

Information

SUBJECT:

A. An **Emergency** Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado **- OR IF NOT APPROVED -**

B. An Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado

RECOMMENDATION:

Staff recommends adoption of the ordinance.

EXECUTIVE SUMMARY:

The purpose of this item is to adopt an ordinance for expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts on business in the City of Grand Junction.

BACKGROUND OR DETAILED INFORMATION:

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 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 a fund ("Business Stabilization and Recovery Assistance Fund") in the City's budget for the expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts on business in the City of Grand Junction.

The Ordinance would authorize appropriation and expenditure of the Fund for temporary economic assistance grants and/or advances to Grand Junction businesses that were closed by virtue of Executive Orders/Public Health Orders ("PHO's") issued by the Governor/Colorado Department of Public Health and Environment ("CDPHE") and experienced significant decline in gross revenue and/or other significant economic disruption, hardship or consequences because of COVID-19, as more specifically defined and described by the Ordinance.

FISCAL IMPACT:

This supplemental appropriation adds $540,000 to the General Fund 2020 budget to fund the City's Business Stabilization and Recovery Fund for the expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts on business in the City of Grand Junction.

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 a range of minimum and maximum assumptions based on revenue type. 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. 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 as well as budget reductions 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 which resulted in an estimate for expense savings ranging 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. 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 fore establishing a business stabilization and recovery fund. The minimum reserve based on the adopted budget was $15.2 million. However based on the maximum expense reductions described above, the 20% reserve calculation is $14 million. Therefore based on this analysis there is sufficient funds available to fund $540,000 for the purposes described previously. Council is also considering authorization of $387,000 to fund support for the HomewardBound Homeless Shelter and the #GJStrong Fund, so that funding is also included in the calculation below.

Projected 12/31/2020 Fund Balance	$ 29.40
Less Maximum Net Reduction Due to Pandemic Economic Impact	(8.90)
Less Disbursement for Support to the City's #GJStrong Fund Authorized April 6th, 2020	(0.50)
Less Potential Authorization of City's Business Stabilization and Recovery Fund	(0.54)
Less Potential Authorization of Support to Homeward Bound Homeless Shelter, #GJStrong Fund	(0.387)
Remaining Fund Balance	**$19.07**
Minimum Reserve	***$14.00***

SUGGESTED MOTION:

I move to (adopt/deny) Emergency Ordinance No. 4920, an ordinance making a supplemental appropriation of $540,000 and amending the 2020 City budget to include the Business Stabilization and Recovery Assistance Fund in the amount of the supplemental appropriation on final passage and order final publication in full. -OR-

I move to (adopt/deny) Ordinance No. 4920, an ordinance making a supplemental appropriation of $540,000 and amending the 2020 City budget to include the Business Stabilization and Recovery Assistance Fund in the amount of the supplemental appropriation on final passage and order final publication in pamphlet form.

Attachments

1. Introductory Letter
2. Covid loan outline
3. COVID--19 Program Support Letter
4. COVID-19 Response Loan Fund_GJEP Letter of Support
5. ORD-COVID BUSINESS ER Supplemental Appropriation - Red Line
6. ORD-COVID BUSINESS ER Supplemental Appropriation - Final
7. ORD-COVID BUSINESS Supplemental Appropriation - Red Line
8. ORD-COVID BUSINESS Supplemental Appropriation - Final

BUSINESS INCUBATOR CENTER

Expert Help • Targeted Resources • Tangible Results

April 14, 2020

Grand Junction City Council
Attn: Mayor Taggart
250 N. 5th Street
Grand Junction, CO 81501

RE: COVID19 Response Loan fund

Mayor Taggart,

Please find the attached outline for establishing a $500,000 COVID19 Loan Fund that will be used to assist businesses in the City of Grand Junction during this time of crisis.

As background for this request, the Business Incubator and ED Partners are now actively using our organizations and teams to respond to the needs of our community during this time of crisis. We have all largely pivoted from being "Economic Developers" to becoming a powerful "Covid19 Response Team" as we all help our local businesses find ways to survive with the tools at our disposal. While we understand that the SBA has put together a suite of funding options, many of our local businesses are either left out, or will be under-funded to come out of this crisis with an ongoing concern. Based on feedback from our local businesses, ED Partners, and commercial property managers, we are requesting that the City of Grand Junction provide funds to the Business Incubator to establish a new fund of "forgivable loans" that we can use as an additional tool to help our Grand Junction businesses come through this crisis, rebuild, and pay taxes. If these businesses close and liquidate, we know from our history that rebuilding and re-establishing a tax base will take years if not decades. Now is the time to act.

If you have any questions, or need additional information, please feel free to contact me at (970)243-5242 or Jmaraschin@gjincubator.org

Thank you for your leadership in this time of crisis.

Sincerely,

Jon Maraschin
Executive Director

Overview:

The current COVID19 pandemic has created a state of emergency for the small business community in Grand Junction. Due to local, state, and national orders, many businesses that were not considered "Critical Businesses" were forced to temporarily close or dramatically limit operations. While nearly all local businesses are facing hardship and economic losses, businesses that have been forced to close or significantly cut back are struggling to pay mortgages, rent and other obligations. This Fund is designed to help those businesses bridge the gap while other loans or funding sources are obtained.

Program Description:

The Business Incubator is requesting $500,000 from the City of Grand Junction that will be used to create a COVID19 response fund that will be administered through the Revolving Loan Fund as forgivable loans, subject to approval and performance to the borrowers of the fund. *Loans will be equal to the lesser of (i) 50% two-month's of allowable fixed costs as defined below or (ii) $7,500.*

To qualify for funding, businesses must meet the following criteria:

1. Applicant has been forced to temporarily close or forced to dramatically limit operations due to the COVID19 pandemic.
2. Applicant must have been open as of March 1, 2020 with a physical address in the City limits of Grand Junction.
3. Applicant applying for the funding must be a small business with less than 50 full-time employees and have local ownership.
4. Applicant must be in good standing with the City of Grand Junction and Colorado Secretary of State.
5. Applicant must submit a basic survivability plan prior to approval. Borrowers are strongly encouraged to work with the Grand Junction SBDC over the course of the loan on their business plan and model in order to have a higher likelihood of success.
6. Applicant who uses funds for rent/mortgage payments are strongly encouraged to use their loan funds to negotiate with their landlord or mortgagor for payment reductions and/or surety against eviction for at least 90 days.

Approved uses of loan funds:

1. Funds may be used to pay rent payments.
2. Funds may be used to pay mortgage payments.
3. Fund may be used to pay software subscription costs for point of sale systems and/or software that is critical to the ongoing operation of the business.
4. Funds may be used to pay insurance premiums.

Loan payment/forgiveness clause:

1. Loans will be zero interest/payments for six months from origin date.
2. Loans will be 100% forgiven if the borrower submits documentation showing payment of mortgage/rent/insurance/software as outlined above.

Job Creation/Retention Requirements: There are no job retention/creation requirements.

Leverage of Other Funds: While leveraging other funds and/or negotiating payment concessions are strongly encouraged, there is no direct requirement to leverage these funds.

Federal Requirements: These funds do not have any Federal requirements.

Minimum/Maximum Loan Sizes: Maximum loan amount will be $7,500 based on documented need/approved uses of funds.

Loan Fee: There will be no fees associated with these loans.

Forgiveness: The intent of these loans is to be forgiven. Borrower will need to provide documented need for funds prior to approval and proof of payment within 60 days of payment. Borrower must also work with the Grand Junction SBDC and submit a business survival plan.

Interest Rate: The interest rate will be 0% for the first six months and Prime plus 4% for the remaining term.

Term: There will be no required principal or interest payments for the first six months of this loan. Should the loan fail to be forgive, the payments will be amortized over the remaining 24 months at principal plus interest.

Collateral: These loans are unsecured but will require unlimited guarantees of any business owner with 20% or more ownership of the business.

Draw Period: Borrower may fully-draw this loan within 24 hours of closing.

Technical Assistance Funding:

Due to the customer intensive nature of the COVID19 response fund work, the Business Incubator Center is also requesting $40,000 in additional funding to support the coaching/technical assistance and administration of applicants for this funding. It's anticipated that the fund will generate a minimum of 200 applicants, who will need 3-5 hours of coaching each at a minimum. In order to handle that volume, we will need to add staff/coaches. *This funding will be eligible to be used to match any additional Colorado SBDC funds, should they become available.*

April 14, 2020

(delivered electronically)

Dear Members of the Grand Junction City Council,

You have all been truly leaders in working together to find ways to help our community and businesses during the COVID-19 health crisis and the economic fallout that has occurred as a result of business closures and loss of business income. For that, we at the Grand Junction Area Chamber, thank you.

The economic loss has been significant and continues to grow as is demonstrated by the results of our latest survey of members which ran from April 3rd to April 10th. You can view the information shared by 230 of our members at this link: https://www.surveymonkey.com/results/SM-38B6M76M7/ .

The Economic Development Partners staff from the Chamber, Grand Junction Economic Partnership and the Downtown Development Authority worked closely with the Business Incubator Center to craft a proposal for a forgivable loan fund, similar to that being used in other communities in Colorado. Essentially it can be deployed if the City allocates $500,000 to help small businesses with fixed business costs like rent, insurance costs and ongoing software subscriptions needed for services such as processing payments by customers. We fully support the program outline submitted by the Business Incubator and helped draft elements of the plan. We are particularly pleased with the provision that requires successful applicants to develop a long-term plan for sustainability in collaboration with business coaches in order for the loan to be forgiven.

Why this additional funding from the City you may ask when there is other funding out there? The reality is that we are seeing a time crunch that some of our most vulnerable businesses may not survive if we don't act quickly. The SBA funding for payroll protection is only now starting to be dispersed to some in our business community but our sole proprietors, the self employed and independent contractors were only allowed to begin applying for funding on April 10th. And that funding is limited and for limited purposes. The SBA Emergency Impact Disaster Loan (EIDL) program has yet to provide any loan funding or advance payments to anyone in the Valley that I am aware of. Indeed, today I heard one accounting firm indicated that an applicant from February was just contacted by the SBA to begin the process which could take three to four months at best. New guidance on how the up to $10,000 advance/grant that accompanies EIDL will be dispersed was just issued yesterday by the SBA and is still being developed, which means no one has received it.

Small businesses are the backbone of every local economy and have always been the leaders for an economic recovery. Indeed, one of the reasons that Mesa County took so long to recover from the last recession is that we had a net loss of over 600 small businesses between 2010 and 2012. Money invested locally now in keeping as many small businesses as possible in business will insure a quicker, stronger economic recovery later. This is an investment that the City of Grand Junction will see a return on in the future and I urge you to support and vote for the proposal that ED Partners has developed.

Sincerely,

Diane Schwenke
President/CEO

GRAND JUNCTION economic PARTNERSHIP

April 14, 2020

Grand Junction City Council
250 N. 5th Street
Grand Junction, CO 81501

RE: COVID-19 Response Loan Fund

Dear Grand Junction City Council,

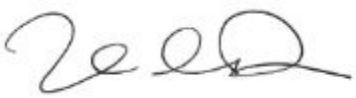
The Grand Junction Economic Partnership (GJEP) offers its full support of the COVID-19 Response Loan Fund. During this unprecedented time of uncertainty, the Grand Junction economic development organizations are partnering to address the challenges of COVID-19 and amplify our impact and reach in the community. We are all committed to supporting our locally-owned, small business community, which is why we have come together to develop this loan fund to provide critical assistance during this difficult time.

While all businesses have been impacted by this crisis, many of our small businesses, who were forced to temporarily close or significantly limit operations, are struggling to stay afloat and are facing dire situations. Our goal is to ensure that these businesses - our restaurants, retail stores, service providers, and Main Street shops - remain viable now and into the future as we navigate this new world.

GJEP believes this loan fund is an essential resource that will leverage a strong recovery. While there are federal resources available for small businesses, many will not receive this funding or it will not adequately address the entirety of their need. This Loan Fund will fill these crucial gaps.

We are proud to be part of an innovative community that is able to react quickly to this crisis as it develops and appreciate that our City leaders are leading that effort. The Grand Junction Economic Partnership encourages you to support the COVID-19 Response Loan Fund.

Sincerely,



Robin Brown
Executive Director

ORDINANCE NO. _____

AN EMERGENCY ORDINANCE TO MAKE A SUPPLEMENTAL APPROPRIATION OF $540,000.00 FROM THE CITY GENERAL FUND RESERVE TO SUPPORT THE CITY'S BUSINESS STABILIZATION AND RECOVERY 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 ("Business Stabilization and Recovery Fund" or "Fund") in the City's budget for expenditure for the expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts on business in the City of Grand Junction. The City Council authorizes appropriation and expenditure of the Fund for temporary economic assistance grants and/or advances to Grand Junction businesses that were closed by virtue of Executive Orders/Public Health Orders ("PHO's") issued by the Governor/Colorado Department of Public Health and Environment ("CDPHE") and experienced significant decline in gross revenue and/or other significant economic disruption, hardship or consequences because of COVID-19, as more specifically defined and described by this Ordinance.

With the approval of the Coronavirus Aid Relief and Economic Security (CARES), a $2.2 trillion-dollar economic relief package, small business and economic disaster loans and certain business tax credits were made available; however, the Act provides little immediate relief and even less relief to businesses that were required to close by virtue of "stay at home" or other Public Health Orders ("PHO's) including PHO 20-20 (Restricting Visitors to all Colorado Skilled Nursing Facilities, Assisted Living Residences and Intermediate Care Facilities); PHO 20-22 (Closing Bars, Restaurants, Theaters, Gymnasiums, Casinos, Noncritical Personal Services Facilities, and Horse Track and Off-Track Betting Facilities Statewide) and PHO 20-23 (Implementing Social Distancing Measures) and PHO 20-24 (the "Stay at Home" order) all of which actions and prohibitions were necessary for the health and safety of the residents of Colorado.

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While Federally guaranteed loans and tax credits may be helpful to business long term, in the shorter term the City Council, by and with appropriation of the Fund, intends to respond to the impact of the COVID-19 emergency on Grand Junction businesses by quickly delivering financial support to help sustain businesses and workers as more significant State and Federal aid is delivered and to help the most vulnerable businesses first.

For purposes of this appropriation and expenditure of the Fund, the City Council finds and determines that priority shall be given to businesses that were required to close or substantially modify their operations because of PHO's issued by the Governor/CDPHE in response to COVID-19. Subject to further definition by the administrator of the Fund, ~~allowed~~ approved uses ("Approved ~~llowed~~ Uses") include payment of business rent, business mortgage, software license/subscription costs for point of sale systems and/or software critical to the ongoing operation of the business, and business insurance premiums.

The Business Incubator/Small Business Development Center has agreed to develop and utilize an application, which when the Fund is available, will be made available to impacted businesses. Businesses will apply pursuant to the application and procedures established by the Business Incubator/Small Business Development Center. Applicants will be notified by email of application status within a week of completion of the review.

The Business Incubator/Small Business Development Center will provide administrative support and funding decisions for allocation of the Fund, including managing the applications, reviewing applications and determining loan amounts, issuing checks and monitoring use of funds and loan agreements.

The Fund shall in all ways be expended in furtherance of the purposes of this appropriation ordinance and in response to and because of the declared COVID-19 emergency and in response to, and for the benefit of, the Grand Junction economy in the aftermath of the pandemic.

The City of Grand Junction has the authority pursuant to its Charter, ordinances and law to appropriate and expend funds in support of the general health, safety and welfare of the inhabitants of the City. 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, which in turn substantially and directly impacts the health and wellbeing of the City.

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 appropriation is necessary, proper and that adoption of this ordinance will further the general health, safety and welfare of the community.

The City Council having duly considered this Ordinance and determined that the emergency supplemental appropriation is necessary given the current emergency deems it necessary to immediately act ~~This ordinance~~ to appropriate~~s~~ 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 the

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performance of the purposes and projects pursuant to the Fund 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, including but not limited to contracting with the Grand Junction Business Incubator/Small Business Development Center for the administration of the Fund. The appropriation and expenditure will include payment of compensation to the Grand Junction Business Incubator/Small Business Development Center for its services in an amount not to exceed $40,000.00. That sum will provide for coaching, technical assistance and administration of the Fund.

The Fund shall be allocated:
a) to businesses with a physical location in the Grand Junction City limits; and,

b) such that no business/business entity receives more than $7500.00; and,

c) if a business has more than one location, only one location may apply for/receive funding; and,

d) each award shall be specifically related and in direct response to, impacts from the business closing or substantially modifying its operations because of COVID-19 Executive/Public Health Orders issued by the Governor/Colorado Department, as particularly described in this Ordinance; and,

e) pursuant to the application and eligibility criteria and determinations made by the Grand Junction Business Incubator Center/Small Business Development Center, which are as follows.

1) The Fund will be administered as a revolving loan fund and will be forgivable loans, ("Loans") subject to approval and performance by the borrowers and on terms and conditions established by the Business Incubator/Small Business Development Center;

2) Loans will be equal to the lesser of 50% of two-months of Approved Uses or $7,500;

3) To qualify for Loans businesses must demonstrate to the reasonable satisfaction of the Business Incubator/Small Business Development Center;
i) the applicant was compelled to close or substantially limit business operations due to the Executive Orders/PHO's issued because of the COVID19 pandemic, and,

ii) the applicant business must have been open as of March 1, 2020 with the business having a physical address in the Grand Junction City limits; and,

iii) the applicant business has 50 or fewer full-time employees and have local ownership.

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iv) the applicant business must be in good standing, including tax, zoning, health department and other regulatory matters, with the City of Grand Junction, Mesa County and as applicable, the State of Colorado; and,

v) the applicant business must submit an operating plan and financial statements as required by the Business Incubator/Small Business Development Center. An applicant business applying for funds for rent/mortgage payment will be counseled to use the Loan funds to negotiate with the landlord or mortgagor for payment reductions and/or surety against eviction for at least 90 days.

4) A Loan may be used for:
i) business rent,
ii) business mortgage,
iii) software license/subscription costs for point of sale systems and/or software critical to the ongoing operation of the business,
iv) business insurance premiums, which collectively or individually are Approved Uses.

5) Loan terms are summarized as follows. Specific Loan terms will be determined in Loan documents developed and administered by the Business Incubator/Small Business Development Center.
i) Loans will be zero interest/payments for six months from origin date.
ii) Loans will be 100% forgiven if the borrower submits documentation to the reasonable satisfaction of the Business Incubator/Small Business Development Center showing payment of/for approved uses [4 i-iv].
iii) demonstration of job retention/creation is no required.
iv) there will be no application or origination fees.
v) there will be no required principal or interest payments for the first six months of a Loan. If the business fails to meet Loan forgiveness criteria, payments will be amortized beginning in month 7 for 18 months on the principal plus interest at the rate of Prime plus 4%.
vi) Loans are unsecured but will require unlimited guarantees of any business owner with 20% or more ownership of the business.
vii) an approved Loan will be funded within 24 hours of closing.

The City Manager shall, within one hundred eighty days of the effective date of this Ordinance report to 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

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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 Business Stabilization and Recovery Fund is important to and may be in the long term an essential priority for 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 and May 6, 2020 meetings 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 $540,000.00 is necessary and proper given the current emergency.

City Council hereby declares that a special emergency exists and that this ordinance is necessary to ensure the preservation of the peace and the public health, safety and welfare by effectuating the Council's public purposes and policies. Because of the special emergency this Ordinance, immediately on its final passage, shall be recorded in the City book of ordinances kept for that purpose, authenticated by the signatures of the Mayor and the City Clerk. The full text of the amending ordinance, in accordance with the Charter of the City of Grand Junction, is to be published in full within three days.

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This Ordinance shall apply to the City of Grand Junction. This Ordinance shall take effect immediately upon passage and with the unanimous approval of City Council.

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 for the purposes hereof from such fund as follows:

Fund Name	Fund #	Appropriation
General	100	$540,000.00

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.

_____
Rick Taggart
President of the Council

ATTEST:

_____
Wanda Winkelmann
City Clerk

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ORDINANCE NO. _____

AN EMERGENCY ORDINANCE TO MAKE A SUPPLEMENTAL APPROPRIATION OF $540,000.00 FROM THE CITY GENERAL FUND RESERVE TO SUPPORT THE CITY'S BUSINESS STABILIZATION AND RECOVERY 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

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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 ("Business Stabilization and Recovery Fund" or "Fund") in the City's budget for expenditure for the expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts on business in the City of Grand Junction. The City Council authorizes appropriation and expenditure of the Fund for temporary economic assistance grants and/or advances to Grand Junction businesses that were closed by virtue of Executive Orders/Public Health Orders ("PHO's") issued by the Governor/Colorado Department of Public Health and Environment ("CDPHE") and experienced significant decline in gross revenue and/or other significant economic disruption, hardship or consequences because of COVID-19, as more specifically defined and described by this Ordinance.

With the approval of the Coronavirus Aid Relief and Economic Security (CARES), a $2.2 trillion-dollar economic relief package, small business and economic disaster loans and certain business tax credits were made available; however, the Act provides little immediate relief and even less relief to businesses that were required to close by virtue of "stay at home" or other Public Health Orders ("PHO's) including PHO 20-20 (Restricting Visitors to all Colorado Skilled Nursing Facilities, Assisted Living Residences and Intermediate Care Facilities); PHO 20-22 (Closing Bars, Restaurants, Theaters, Gymnasiums, Casinos, Noncritical Personal Services Facilities, and Horse Track and Off-Track Betting Facilities Statewide) and PHO 20-23 (Implementing Social Distancing Measures) and PHO 20-24 (the "Stay at Home" order) all of which actions and prohibitions were necessary for the health and safety of the residents of Colorado.

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While Federally guaranteed loans and tax credits may be helpful to business long term, in the shorter term the City Council, by and with appropriation of the Fund, intends to respond to the impact of the COVID-19 emergency on Grand Junction businesses by quickly delivering financial support to help sustain businesses and workers as more significant State and Federal aid is delivered and to help the most vulnerable businesses first.

For purposes of this appropriation and expenditure of the Fund, the City Council finds and determines that priority shall be given to businesses that were required to close or substantially modify their operations because of PHO's issued by the Governor/CDPHE in response to COVID-19. Subject to further definition by the administrator of the Fund, approved uses ("Approved Uses") include payment of business rent, business mortgage, software license/subscription costs for point of sale systems and/or software critical to the ongoing operation of the business, and business insurance premiums.

The Business Incubator/Small Business Development Center has agreed to develop and utilize an application, which when the Fund is available, will be made available to impacted businesses. Businesses will apply pursuant to the application and procedures established by the Business Incubator/Small Business Development Center. Applicants will be notified by email of application status within a week of completion of the review.

The Business Incubator/Small Business Development Center will provide administrative support and funding decisions for allocation of the Fund, including managing the applications, reviewing applications and determining loan amounts, issuing checks and monitoring use of funds and loan agreements.

The Fund shall in all ways be expended in furtherance of the purposes of this appropriation ordinance and in response to and because of the declared COVID-19 emergency and in response to, and for the benefit of, the Grand Junction economy in the aftermath of the pandemic.

The City of Grand Junction has the authority pursuant to its Charter, ordinances and law to appropriate and expend funds in support of the general health, safety and welfare of the inhabitants of the City. 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, which in turn substantially and directly impacts the health and wellbeing of the City.

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 appropriation is necessary, proper and that adoption of this ordinance will further the general health, safety and welfare of the community.

The City Council having duly considered this Ordinance and determined that the emergency supplemental appropriation is necessary given the current emergency deems it necessary to immediately act to appropriate 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 the performance of

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the purposes and projects pursuant to the Fund 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, including but not limited to contracting with the Grand Junction Business Incubator/Small Business Development Center for the administration of the Fund. The appropriation and expenditure will include payment of compensation to the Grand Junction Business Incubator/Small Business Development Center for its services in an amount not to exceed $40,000.00. That sum will provide for coaching, technical assistance and administration of the Fund.

The Fund shall be allocated:
a) to businesses with a physical location in the Grand Junction City limits; and,

b) such that no business/business entity receives more than $7500.00; and,

c) if a business has more than one location, only one location may apply for/receive funding; and,

d) each award shall be specifically related and in direct response to, impacts from the business closing or substantially modifying its operations because of COVID-19 Executive/Public Health Orders issued by the Governor/Colorado Department, as particularly described in this Ordinance; and,

e) pursuant to the application and eligibility criteria and determinations made by the Grand Junction Business Incubator Center/Small Business Development Center, which are as follows.

1) The Fund will be administered as a revolving loan fund and will be forgivable loans, ("Loans") subject to approval and performance by the borrowers and on terms and conditions established by the Business Incubator/Small Business Development Center;

2) Loans will be equal to the lesser of 50% of two-months of Approved Uses or $7,500;

3) To qualify for Loans businesses must demonstrate to the reasonable satisfaction of the Business Incubator/Small Business Development Center;
i) the applicant was compelled to close or substantially limit business operations due to the Executive Orders/PHO's issued because of the COVID19 pandemic, and,

ii) the applicant business must have been open as of March 1, 2020 with the business having a physical address in the Grand Junction City limits; and,

iii) the applicant business has 50 or fewer full-time employees and have local ownership.

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iv) the applicant business must be in good standing, including tax, zoning, health department and other regulatory matters, with the City of Grand Junction, Mesa County and as applicable, the State of Colorado; and,

v) the applicant business must submit an operating plan and financial statements as required by the Business Incubator/Small Business Development Center. An applicant business applying for funds for rent/mortgage payment will be counseled to use the Loan funds to negotiate with the landlord or mortgagor for payment reductions and/or surety against eviction for at least 90 days.

4) A Loan may be used for:
i) business rent,
ii) business mortgage,
iii) software license/subscription costs for point of sale systems and/or software critical to the ongoing operation of the business,
iv) business insurance premiums, which collectively or individually are Approved Uses.

5) Loan terms are summarized as follows. Specific Loan terms will be determined in Loan documents developed and administered by the Business Incubator/Small Business Development Center.
i) Loans will be zero interest/payments for six months from origin date.
ii) Loans will be 100% forgiven if the borrower submits documentation to the reasonable satisfaction of the Business Incubator/Small Business Development Center showing payment of/for approved uses [4 i-iv].
iii) demonstration of job retention/creation is no required.
iv) there will be no application or origination fees.
v) there will be no required principal or interest payments for the first six months of a Loan. If the business fails to meet Loan forgiveness criteria, payments will be amortized beginning in month 7 for 18 months on the principal plus interest at the rate of Prime plus 4%.
vi) Loans are unsecured but will require unlimited guarantees of any business owner with 20% or more ownership of the business.
vii) an approved Loan will be funded within 24 hours of closing.

The City Manager shall, within one hundred eighty days of the effective date of this Ordinance report to 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

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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 Business Stabilization and Recovery Fund is important to and may be in the long term an essential priority for 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 and May 6, 2020 meetings 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 $540,000.00 is necessary and proper given the current emergency.

City Council hereby declares that a special emergency exists and that this ordinance is necessary to ensure the preservation of the peace and the public health, safety and welfare by effectuating the Council's public purposes and policies. Because of the special emergency this Ordinance, immediately on its final passage, shall be recorded in the City book of ordinances kept for that purpose, authenticated by the signatures of the Mayor and the City Clerk. The full text of the amending ordinance, in accordance with the Charter of the City of Grand Junction, is to be published in full within three days.

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This Ordinance shall apply to the City of Grand Junction. This Ordinance shall take effect immediately upon passage and with the unanimous approval of City Council.

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 for the purposes hereof from such fund as follows:

Fund Name	Fund #	Appropriation
General	100	$540,000.00

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.

_____
Rick Taggart
President of the Council

ATTEST:

_____
Wanda Winkelmann
City Clerk

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ORDINANCE NO. _____

AN ORDINANCE TO MAKE A SUPPLEMENTAL APPROPRIATION OF $540,000.00 FROM THE CITY GENERAL FUND RESERVE TO SUPPORT THE CITY'S BUSINESS STABILIZATION AND RECOVERY 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 ("Business Stabilization and Recovery Fund" or "Fund") in the City's budget for expenditure for the expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts on business in the City of Grand Junction. The City Council authorizes appropriation and expenditure of the Fund for temporary economic assistance grants and/or advances to Grand Junction businesses that were closed by virtue of Executive Orders/Public Health Orders ("PHO's") issued by the Governor/Colorado Department of Public Health and Environment ("CDPHE") and experienced significant decline in gross revenue and/or other significant economic disruption, hardship or consequences because of COVID-19, as more specifically defined and described by this Ordinance.

With the approval of the Coronavirus Aid Relief and Economic Security (CARES), a $2.2 trillion-dollar economic relief package, small business and economic disaster loans and certain business tax credits were made available; however, the Act provides little immediate relief and even less relief to businesses that were required to close by virtue of "stay at home" or other Public Health Orders ("PHO's) including PHO 20-20 (Restricting Visitors to all Colorado Skilled Nursing Facilities, Assisted Living Residences and Intermediate Care Facilities); PHO 20-22 (Closing Bars, Restaurants, Theaters, Gymnasiums, Casinos, Noncritical Personal Services Facilities, and Horse Track and Off-Track Betting Facilities Statewide) and PHO 20-23 (Implementing Social Distancing Measures) and PHO 20-24 (the "Stay at Home" order) all of which actions and prohibitions were necessary for the health and safety of the residents of Colorado.

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While Federally guaranteed loans and tax credits may be helpful to business long term, in the shorter term the City Council, by and with appropriation of the Fund, intends to respond to the impact of the COVID-19 emergency on Grand Junction businesses by quickly delivering financial support to help sustain businesses and workers as more significant State and Federal aid is delivered and to help the most vulnerable businesses first.

For purposes of this appropriation and expenditure of the Fund, the City Council finds and determines that priority shall be given to businesses that were required to close or substantially modify their operations because of PHO's issued by the Governor/CDPHE in response to COVID-19 ~~and the business is at least 30 days past due on rent and/or on required payment(s) of fixed costs incurred prior to March 23, 2020~~. ~~"Fixed costs"~~ Ssubject to further definition by the administrator of the Fund, allowed uses ("Allowed Uses") include payment of business rent, business mortgage, software license/subscription costs for point of sale systems and/or software critical to the ongoing operation of the business, and business insurance premiums. ~~but are not limited to equipment and capital asset loans, financed inventory and mortgage debt and for which the business has either a) not received Federal or State assistance or b) received accommodation or forbearance on collection from the landlord and/or creditor.~~

The Business Incubator/Small Business Development Center has agreed to develop and utilize an application, which when the Fund is available, will be made available to impacted businesses. Businesses will apply pursuant to the application and procedures established by the Business Incubator/Small Business Development Center. Applicants will be notified by email of application status within a week of completion of the review.

The Business Incubator/Small Business Development Center will provide administrative support and funding decisions ~~recommendations~~ for allocation of the Fund, including managing the applications, reviewing applications and determining loan amounts, issuing checks and monitoring use of funds and loan agreements.

The Fund shall in all ways be expended in furtherance of the purposes of this appropriation ordinance and in response to and because of the declared COVID-19 emergency and in response to, and for the benefit of, the Grand Junction economy in the aftermath of the pandemic.

The City of Grand Junction has the authority pursuant to its Charter, ordinances and law to appropriate and expend funds in support of the general health, safety and welfare of the inhabitants of the City. 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, which in turn substantially and directly impacts the health and wellbeing of the City.

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 appropriation is necessary, proper and that adoption of this ordinance will further the general health, safety and welfare of the community.

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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, including but not limited to contracting with the Grand Junction Business Incubator/Small Business Development Center for the administration of the Fund. The appropriation and expenditure will include payment of compensation to the Grand Junction Business Incubator/Small Business Development Center for its services in an amount not to exceed $40,000.00. That sum will provide for coaching, technical assistance and administration of the Fund.

The Fund shall be allocated:

a) to businesses with a physical location in the Grand Junction City limits; and,

b) such that no business/business entity receives more than $7500.00; and,

c) if a business has more than one location, only one location may apply for/receive funding; and,

d) each award shall be specifically related and in direct response to, impacts from the business closing or substantially modifying its operations because of COVID-19 Executive/Public Health Orders issued by the Governor/Colorado Department, as particularly described in this Ordinance; and,

e) pursuant to the application and eligibility criteria and determinations made by the Grand Junction Business Incubator Center/Small Business Development Center, which are as follows.

1) The Fund will be administered as a revolving loan fund and will be forgivable loans, ("Loans") subject to approval and performance by the borrowers and on terms and conditions established by the Business Incubator/Small Business Development Center;

2) Loans will be equal to the lesser of 50% of two-months of Approved Uses -or $7,500;

3) To qualify for Loans businesses must demonstrate to the reasonable satisfaction of the Business Incubator/Small Business Development Center;

i) the applicant was compelled to close or substantially limit business operations due to the Executive Orders/PHO's issued because of the COVID19 pandemic, and,

ii) the applicant business must have been open as of March 1, 2020 with the business having a physical address in the Grand Junction City limits; and,

iii) the applicant business has -50 or fewer full-time employees and have local ownership.

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iv) the applicant business must be in good standing, including tax, zoning, health department and other regulatory matters, with the City of Grand Junction, Mesa County and as applicable, the State of Colorado; and,

v) the applicant business must submit an operating plan and financial statements as required by the Business Incubator/Small Business Development Center. An applicant business applying for funds for rent/mortgage payment will be counseled to use the Loan funds to negotiate with the landlord or mortgagor for payment reductions and/or surety against eviction for at least 90 days.

4) A Loan may be used for:
i) business rent,
ii) business mortgage,
iii) software license/subscription costs for point of sale systems and/or software critical to the ongoing operation of the business,
iv) business insurance premiums.

5) Loan terms are summarized as follows. Specific Loan terms will be determined in Loan documents developed and administered by the Business Incubator/Small Business Development Center.
i) Loans will be zero interest/payments for six months from origin date.
ii) Loans will be 100% forgiven if the borrower submits documentation to the reasonable satisfaction of the Business Incubator/Small Business Development Center showing payment of/for approved uses [4 i-iv].
iii) demonstration of job retention/creation is no required.
iv) there will be no application or origination fees.
v) there will be no required principal or interest payments for the first six months of a Loan. If the business fails to meet Loan forgiveness criteria, payments will be amortized beginning in month 7 for 18 months on the principal plus interest at the rate of Prime plus 4%.
vi) Loans are unsecured but will require unlimited guarantees of any business owner with 20% or more ownership of the business.
vii) an approved Loan will be funded within 24 hours of closing.

The City Manager shall, within one hundred eight days of the effective date of this Ordinance report to 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

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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 Business Stabilization and Recovery Fund is important to and may be in the long term an essential priority for 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 and May 6, 2020 meetings 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 $540,000.00 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:

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Fund Name	Fund #	Appropriation
General	100	$540,000.00

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.

_____
Rick Taggart
President of the Council

ATTEST:

_____
Wanda Winkelmann
City Clerk

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ORDINANCE NO. _____

AN ORDINANCE TO MAKE A SUPPLEMENTAL APPROPRIATION OF $540,000.00 FROM THE CITY GENERAL FUND RESERVE TO SUPPORT THE CITY'S BUSINESS STABILIZATION AND RECOVERY 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 ("Business Stabilization and Recovery Fund" or "Fund") in the City's budget for expenditure for the expenses directly and indirectly related to forestalling foreclosure, rental assistance and temporary mitigation of other financial impacts on business in the City of Grand Junction. The City Council authorizes appropriation and expenditure of the Fund for temporary economic assistance grants and/or advances to Grand Junction businesses that were closed by virtue of Executive Orders/Public Health Orders ("PHO's") issued by the Governor/Colorado Department of Public Health and Environment ("CDPHE") and experienced significant decline in gross revenue and/or other significant economic disruption, hardship or consequences because of COVID-19, as more specifically defined and described by this Ordinance.

With the approval of the Coronavirus Aid Relief and Economic Security (CARES), a $2.2 trillion-dollar economic relief package, small business and economic disaster loans and certain business tax credits were made available; however, the Act provides little immediate relief and even less relief to businesses that were required to close by virtue of "stay at home" or other Public Health Orders ("PHO's) including PHO 20-20 (Restricting Visitors to all Colorado Skilled Nursing Facilities, Assisted Living Residences and Intermediate Care Facilities); PHO 20-22 (Closing Bars, Restaurants, Theaters, Gymnasiums, Casinos, Noncritical Personal Services Facilities, and Horse Track and Off-Track Betting Facilities Statewide) and PHO 20-23 (Implementing Social Distancing Measures) and PHO 20-24 (the "Stay at Home" order) all of which actions and prohibitions were necessary for the health and safety of the residents of Colorado.

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While Federally guaranteed loans and tax credits may be helpful to business long term, in the shorter term the City Council, by and with appropriation of the Fund, intends to respond to the impact of the COVID-19 emergency on Grand Junction businesses by quickly delivering financial support to help sustain businesses and workers as more significant State and Federal aid is delivered and to help the most vulnerable businesses first.

For purposes of this appropriation and expenditure of the Fund, the City Council finds and determines that priority shall be given to businesses that were required to close or substantially modify their operations because of PHO's issued by the Governor/CDPHE in response to COVID-19. Subject to further definition by the administrator of the Fund, allowed uses ("Allowed Uses") include payment of business rent, business mortgage, software license/subscription costs for point of sale systems and/or software critical to the ongoing operation of the business, and business insurance premiums.

The Business Incubator/Small Business Development Center has agreed to develop and utilize an application, which when the Fund is available, will be made available to impacted businesses. Businesses will apply pursuant to the application and procedures established by the Business Incubator/Small Business Development Center. Applicants will be notified by email of application status within a week of completion of the review.

The Business Incubator/Small Business Development Center will provide administrative support and funding decisions for allocation of the Fund, including managing the applications, reviewing applications and determining loan amounts, issuing checks and monitoring use of funds and loan agreements.

The Fund shall in all ways be expended in furtherance of the purposes of this appropriation ordinance and in response to and because of the declared COVID-19 emergency and in response to, and for the benefit of, the Grand Junction economy in the aftermath of the pandemic.

The City of Grand Junction has the authority pursuant to its Charter, ordinances and law to appropriate and expend funds in support of the general health, safety and welfare of the inhabitants of the City. 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, which in turn substantially and directly impacts the health and wellbeing of the City.

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 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

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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, including but not limited to contracting with the Grand Junction Business Incubator/Small Business Development Center for the administration of the Fund. The appropriation and expenditure will include payment of compensation to the Grand Junction Business Incubator/Small Business Development Center for its services in an amount not to exceed $40,000.00. That sum will provide for coaching, technical assistance and administration of the Fund.

The Fund shall be allocated:

a) to businesses with a physical location in the Grand Junction City limits; and,

b) such that no business/business entity receives more than $7500.00; and,

c) if a business has more than one location, only one location may apply for/receive funding; and,

d) each award shall be specifically related and in direct response to, impacts from the business closing or substantially modifying its operations because of COVID-19 Executive/Public Health Orders issued by the Governor/Colorado Department, as particularly described in this Ordinance; and,

e) pursuant to the application and eligibility criteria and determinations made by the Grand Junction Business Incubator Center/Small Business Development Center, which are as follows.

1) The Fund will be administered as a revolving loan fund and will be forgivable loans, ("Loans") subject to approval and performance by the borrowers and on terms and conditions established by the Business Incubator/Small Business Development Center;

2) Loans will be equal to the lesser of 50% of two-months of Approved Uses or $7,500;

3) To qualify for Loans businesses must demonstrate to the reasonable satisfaction of the Business Incubator/Small Business Development Center;

i) the applicant was compelled to close or substantially limit business operations due to the Executive Orders/PHO's issued because of the COVID19 pandemic, and,

ii) the applicant business must have been open as of March 1, 2020 with the business having a physical address in the Grand Junction City limits; and,

iii) the applicant business has 50 or fewer full-time employees and have local ownership.

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iv) the applicant business must be in good standing, including tax, zoning, health department and other regulatory matters, with the City of Grand Junction, Mesa County and as applicable, the State of Colorado; and,

v) the applicant business must submit an operating plan and financial statements as required by the Business Incubator/Small Business Development Center. An applicant business applying for funds for rent/mortgage payment will be counseled to use the Loan funds to negotiate with the landlord or mortgagor for payment reductions and/or surety against eviction for at least 90 days.

4) A Loan may be used for:
i) business rent,
ii) business mortgage,
iii) software license/subscription costs for point of sale systems and/or software critical to the ongoing operation of the business,
iv) business insurance premiums.

5) Loan terms are summarized as follows. Specific Loan terms will be determined in Loan documents developed and administered by the Business Incubator/Small Business Development Center.
i) Loans will be zero interest/payments for six months from origin date.
ii) Loans will be 100% forgiven if the borrower submits documentation to the reasonable satisfaction of the Business Incubator/Small Business Development Center showing payment of/for approved uses [4 i-iv].
iii) demonstration of job retention/creation is no required.
iv) there will be no application or origination fees.
v) there will be no required principal or interest payments for the first six months of a Loan. If the business fails to meet Loan forgiveness criteria, payments will be amortized beginning in month 7 for 18 months on the principal plus interest at the rate of Prime plus 4%.
vi) Loans are unsecured but will require unlimited guarantees of any business owner with 20% or more ownership of the business.
vii) an approved Loan will be funded within 24 hours of closing.

The City Manager shall, within one hundred eight days of the effective date of this Ordinance report to 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

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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 Business Stabilization and Recovery Fund is important to and may be in the long term an essential priority for 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 and May 6, 2020 meetings 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 $540,000.00 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:

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Fund Name	Fund #	Appropriation
General	100	$540,000.00

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.

_____
Rick Taggart
President of the Council

ATTEST:

_____
Wanda Winkelmann
City Clerk

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Grand Junction City Council

Regular Session

Item #5.a.iv.

Meeting Date: May 6, 2020

Presented By: Jodi Romero, Finance Director, Greg Caton, City Manager

Department: Finance

Submitted By: Jodi Romero, Finance Director

Information

SUBJECT:

An Ordinance Making Supplemental Appropriations for the 2020 Budget for the City of Grand Junction

RECOMMENDATION:

Staff recommends approval of the ordinance making supplemental appropriations for the City of Grand Junction 2020 Budget.

EXECUTIVE SUMMARY:

The budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to carry forward capital projects and approve new project or expenditures.

The carryforward re-appropriates the funds approved and started in the prior budget year but not completed in that year. Because these capital projects have already been planned for and the expenditure approved by Council in the 2019 budget, they do not decrease the budgeted fund balances.

Supplemental appropriations are also required to authorize new spending from available resources because of project or economic development opportunities that arise during the year, all subject to City Council approval. When a project includes a transfer from one fund to another, both the transfer and the expenditure have to be appropriated.

BACKGROUND OR DETAILED INFORMATION:

The 2020 Supplemental Appropriation includes spending authorization in the following funds as described below. With the exception of two items, all of the supplemental is for the carryforward of projects authorized previously by City Council in the 2019 budget. The projects began in 2019 but were not finished, and the carryforward is necessary to re-appropriate the funds in 2020 in order to complete the projects. The two new spending items are the portion of water tap fees for Grand Junction Housing Authority as described below and the increased costs in the Fire Station #6 project also described below. A detail chart of supplemental appropriations is included with this staff report with the carryforward items highlighted in yellow and the new spending items highlighted in blue.

General Fund 100
The General Fund requires $1,000,000 in supplemental appropriations for the carryforward of the economic development incentive for Las Colonias Business Park.

As directed by City Council at the March 2, 2020 workshop, $125,000 in supplemental appropriations is required to fund half of the Grand Junction Housing Authority Ute Water tap fees in relation to a GJHA project at 2814 Patterson Road.

New spending authorization of $125,000 combined with $1,000,000 for carryforwards total $1,125,000 in total requested supplemental authorization in the General Fund.

CDBG Fund 104
Supplemental appropriations of $221,748 are required for the carryforward of grants awarded but not distributed in 2019 as well as for transfer to the 0.75% Sales Tax Capital Fund 201 for the carry forward of Safe Routes To School projects.

The City has received a special allocation of Community Development Block Grant (CDBG) funds via the 2020 CARES Act (CDBG-CV) to be used to prevent, prepare for and respond to the coronavirus (COVID-19) in the amount of $275,976. A supplemental appropriation is required to authorize spending of those funds upon amendment to the 2019 CDBG Annual Action Plan. The Council will be considering how to amend and allocate these funds on the April 15th, 2020 Agenda.

A total supplemental required for the CDBG Fund is $497,724.

Parkland Expansion Fund 105
Supplemental appropriations of $394,936 are required to transfer to the 0.75% Sales Tax Capital Fund 201 for the carry forward of the Las Colonias Business Park project.

First Responder Tax Fund 107

Supplemental appropriations are required to transfer an additional $500,000 for the construction of Fire Station #6. Because of the soil condition revealed after testing, a deeper foundation with pylons will be required as well as additional site work for drainage issues, and therefore an additional of $500,000 is needed. The amended construction contract was approved by City Council on April 1, 2020.

0.75% Sales Tax Capital Fund 201

All major general government capital projects are budgeted in this fund. Supplemental appropriations of $7,468,891 are requested for the carryforward of projects approved in the 2019 budget but not completed in 2019. They are all within the original authorized budget and require a carryforward in order to complete the projects in 2020 as described below:

Fire Station #6 was budgeted in 2019 after the First Responder Tax passed in April of 2019 and in order to secure the construction contractor. Design work began in 2019 and now the balance of the project needs to be carried forward requiring $4,058,861 in supplemental appropriations.

The required supplemental appropriation for the following eight major capital projects is; Riverfront at Dos Rios, $891,662; Las Colonias Business Park, $560,000; Monument Road Trail $392,828; Las Colonias River Park, $361,229; Fire Training Facility, $331,892; Las Colonias Restrooms, $250,000; Fiber Project with the Raw Water Line Project, $226,500; and the Bicycle Park at Greenway at Dos Rios, $162,419.

Funds budgeted in 2019 for improvements to the Avalon Theater are being carried forward to combine with 2020 budget which is $100,000. The carryforward requested is $100,000 which will bring the total project budget to $200,000 which is offset by $100,000 in funds from the Avalon Theater Foundation.

Two CDBG funded projects are requested to be carried forward for a total of $133,500 for Safe Routes to Schools on Grand Avenue ($73,500) and Pinyon Avenue ($60,000).

Supplemental appropriations of $500,000 is requested for new spending for Fire Station #6 as described previously. This combined with $7,468,891 for carryforwards totals $7,968,891 in total requested supplemental authorization in the 0.75% Sales Tax Capital Fund.

Transportation Capacity Fund 207

Supplemental appropriations of $799,493 are requested to carry forward and complete four transportation projects; Orchard Avenue Complete Street, $292,849; Juniper Ridge, $250,000; Patterson Access Control, $196,283; and 29 Road at I-70

Interchange PEL Study, $60,361.

Water Fund 301
Supplemental appropriations of $2,773,434 are requested to carry forward and complete eight water projects including the Raw Water Irrigation and Waterline Replacement, $1,217,301; South Downtown Pipeline Replacement, $737,296; Kannah Creek Intake, $315,406; Hogchute Reservoir Dam, Spill, and Outlet Design, $195,842; and $307,589 on four smaller projects listed on the attached chart.

Grand Junction Convention Center Fund 303
Supplemental appropriations of $422,827 are requested to finalize improvements to the Convention Center associated with the renovation that was primarily finished in 2019. This carryforward and total project cost are within the original authorized budget.

Fleet Fund 402
Supplemental appropriations of $1,283,914 are requested to pay for vehicles ordered in 2019 but not delivered until 2020 including a trash truck, a sewer jetter truck and a bucket truck.

E911 Fund 101
Supplemental appropriations of $785,466 are requested to transfer to the Communications Center Fund 405 for the carry forward of several projects as described next.

Communication Center Fund 405
Supplemental appropriations of $785,466 are requested to carry forward and complete nine Communication Center Projects including; the Relocation of the Grand Mesa Tower, $172,339; Logging Recorder, $120,698; Microwave Replacement Sites, $115,000; and $377,429 for six smaller projects listed in the chart.

Joint Sewer Fund 900
Supplemental appropriations of $2,652,796 are requested to carry forward and complete five sewer projects including; Collection Line Replacement, $1,250,263; Trunk Line Expansion, $1,170,488; and $232,045 for three smaller projects listed on the chart.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by

reference above.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4921, an ordinance making supplemental appropriations to the 2020 Budget of the City of Grand Junction, Colorado and the Downtown Development Authority for the Year Beginning January 1, 2020 and Ending December 31, 2020 on final passage and order final publication in pamphlet form.

Attachments

1. 2020 Supplemental Chart 041520
2. First 2020 Supplemental Appropriation ORDINANCE NO

2020 SUPPLEMENTAL APPROPRIATIONS

Carryforward for Completion of 2019 Authorized Projects

General Fund 100

Las Colonias Business Park Incentive	$	1,000,000
Carryforward	**$**	**1,000,000**
Grand Junction Housing Authority Water Tap Fees	$	125,000
New Spending Subtotal	**$**	**125,000**
Total Fund 100 Supplemental Appropriation	**$**	**1,125,000**

CDBG Fund 104

CDBG Funding Projects Detailed in .75% Sales Tax Fund 201	$	133,500
CDBG Grant Distributions Not Paid in 2019		88,248
Carryforward	**$**	**221,748**
2020 Cares Act Additional CDBG Funding		275,976
New Spending	**$**	**275,976**
Total Fund 104 Supplemental Appropriation	**$**	**497,724**

Parkland Expansion Fund 105

To Fund Portion of Las Colonias in .75% Sales Tax Fund 201	$	394,936
Carryforward	**$**	**394,936**
New Spending		**$0**
Total Fund 105 Supplemental Appropriation	**$**	**394,936**

First Responder Tax Fund 107

Carryforward		**$0**
Funding for increased cost Fire Station #6 in .75% Sales Tax Fund 201	$	500,000
New Spending	**$**	**500,000**
Total Fund 107 Supplemental Appropriation	**$**	**500,000**

Sales Tax Capital Improvement Fund 201

Fire Station #6 (First Responder Tax Fund 107)	$	4,058,861
Riverfront at Dos Rios		891,662
Las Colonias Business Park (Parkland Expansion Fund 105)		560,000
Monument Road Trail		392,828
Las Colonias River Park		361,229
Fire Training Facility remaining budget		331,892
Las Colonias Business Park Restrooms - Struthers Ave		250,000
Fiber Project with Raw Water Line Project		226,500
Greenway at Dos Rios Bicycle Park		162,419
Avalon Theater Improvements		100,000
Grand Ave @ 9th St and 10th Streets Safe Routes to School (CDBG Funded)		73,500
Pinyon Avenue 13th 5 15th Street Safe Routes to School (CDBG Funded)		60,000
Carryforward	**$**	**7,468,891**
Fire Station #6 (First Responder Tax Fund 107)		500,000
New Spending	**$**	**500,000**
Total Fund 201 Supplemental Appropriation	**$**	**7,968,891**

Transportation Capacity Fund 207

Orchard Avenue Complete Street	$	292,849
Juniper Ridge		250,000
Patterson Road Access Control		196,283
29 Rd at I-70 Interchange PEL Study		60,361
Carryforward	**$**	**799,493**
New Spending		**$0**
Total Fund 207 Supplemental Appropriation		**$799,493**

New Spending

Water Fund 301

Raw Water Irrigation Supply & Waterline Replacement	$	1,217,301
2019 South Downtown Pipeline Replacement		737,296
Kannah Creek Intake Rehab Design Service		315,406
Hogchute Res Dam, Spillway & Outlet Design Svc		195,842
Water Lab Equipment		140,000
Juniata Guard Gates		104,395
Engineering Study On Upgrade		44,328
Reservoir #3 Rehabilitation		18,866
Carryforward	**$**	**2,773,434**
New Spending		**$0**
Total Fund 301 Supplemental Appropriation		**$2,773,434**

Grand Junction Convention Center Fund 303

Grand Junction Convention Center Improvements	$	422,827
Carryforward	**$**	**422,827**
New Spending		**$0**
Total Fund 303 Supplemental Appropriation		**$422,827**

Fleet Fund 402

Fleet and Equipment Purchases	$	1,283,914
Carryforward	**$**	**1,283,914**
New Spending		**$0**
Total Fund 402 Supplemental Appropriation		**$1,283,914**

E911 Fund 101

Communication Center Capital Projects Detailed in Communication Center Fund 405	$	785,466
Carryforward	**$**	**785,466**
New Spending		**$0**
Total Fund 101 Supplemental Appropriation		**$785,466**

Communications Center Fund 405

Relocate Grand Mesa Tower	$	172,339
Logging Recorder		120,698
Microwave Replacements at Radio Sites		115,000
Fiber Project as part of Raw Water Line		84,000
Planned Radio Site Upgrade		80,000
Lee's Point Replacement Bldg.		69,025
USDA Lease and Motorola Radios		60,280
800 MHz Capital Improvements		42,775
Radio Console/PC Upgrades		41,349
Carryforward	**$**	**785,466**
New Spending		**$0**
Total Fund 405 Supplemental Appropriation		**$785,466**

Joint Sewer Fund 900

Sewer Line Replacement in Collection System	$	1,250,263
Sewer Trunk Line Extensions, 23 Road Trunk Expansion		1,170,488
Persigo Lab Equipment		100,000
Tiara Rado Forcemain Replacement Feasibility Study Roll PO 2019-414		67,421
Persigo Plant Studies		64,624
Carryforward	**$**	**2,652,796**
New Spending		**$0**
Total Fund 900 Supplemental Appropriation	**$**	**2,652,796**

ORDINANCE NO. ___

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2020 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE YEAR BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020.

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2020 to be expended from such funds as follows:

Fund Name	**Fund #**	**Appropriation**
General Fund	100	$ 1,125,000
E911 Fund	101	$ 785,466
CDBG Fund	104	$ 497,724
Parkland Expansion Fund	105	$ 394,936
First Responder Tax Fund	107	$ 500,000
Sales Tax CIP Fund	201	$ 7,968,891
Transportation Capacity Fund	207	$ 799,493
Water Fund	301	$ 2,773,434
Grand Junction Convention Center Fund	303	$ 422,827
Fleet and Equipment Fund	402	$ 1,283,914
Communication Center Fund	405	$ 785,466
Joint Sewer Operations Fund	900	$ 2,652,796

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2020.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2020.

_____
President of the Council

Attest:

_____
City Clerk

Grand Junction City Council

Regular Session

Item #5.a.v.

Meeting Date: May 6, 2020

Presented By: Greg Caton, City Manager, John Shaver, City Attorney

Department: City Manager's Office

Submitted By: Greg Caton, City Manager

Information

SUBJECT:

An Ordinance to Make a Supplemental Appropriation of $387,000 from the City General Fund Reserve to Support the HomewardBound Homeless Shelter and the #GJStrong Fund in the City of Grand Junction, Colorado

RECOMMENDATION:

Staff recommends adoption of the ordinance.

EXECUTIVE SUMMARY:

The purpose of this item is to adopt an ordinance allocating $87,000 towards expenses that will be incurred by HomewardBound Homeless Shelter in caring for homeless persons that have been directly or indirectly impacted by COVID-19 in the City of Grand Junction. Adopting this ordinance will also provide an additional $300,000 to the Western Colorado Community Foundation for expenditure related to providing basic needs of food and shelter.

BACKGROUND OR DETAILED INFORMATION:

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 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 provides funding to defray some of the expenses that will be incurred by HomewardBound Homeless Shelter in caring for homeless persons that have been directly or indirectly impacted by COVID-19 in the City of Grand Junction. The temporary assistance afforded by this ordinance also provides additional funding to the #GJStrong Fund in the City's budget for expenditure for the expenses directly and indirectly related to providing basic needs of food and shelter, in collaboration with the Western Colorado Community Foundation ("WCCF") in the City of Grand Junction.

FISCAL IMPACT:

This supplemental appropriation adds $387,000 to the General Fund 2020 budget to fund $87,000 to defray some of the expenses that will be incurred by HomewardBound Homeless Shelter in caring for homeless persons that have been directly or indirectly impacted by COVID-19 in the City of Grand Junction, and to provided an additional $300,000 funding for expenditures directly and indirectly related to providing the basic needs of food and shelter in collaboration with the Western Colorado Community Foundation ("WCCF") in the City of Grand Junction.

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 a range of minimum and maximum assumptions based on revenue type. 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. 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 as

well as budget reductions 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 which resulted in an estimate for expense savings ranging 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. 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 fore establishing a business stabilization and recovery fund. The minimum reserve based on the adopted budget was $15.2 million. However based on the maximum expense reductions described above, the 20% reserve calculation is $14 million. Therefore based on this analysis there is sufficient funds available to fund $387,000 for the purposes described previously. Council is also considering authorization of $540,000 to fund the City's Business Stabilization and Recovery Fund, so that funding is also included in the calculation below.

Projected 12/31/2020 Fund Balance	$ 29.40
Less Maximum Net Reduction Due to Pandemic Economic Impact	(8.90)
Less Disbursement for Support to the City's #GJStrong Fund Authorized April 6th, 2020	(0.50)
Less Potential Authorization of City's Business Stabilization and Recovery Fund	(0.54)
Less Potential Authorization of Support to Homeward Bound Homeless Shelter, #GJStrong Fund	(0.387)
Remaining Fund Balance	**$19.07**
Minimum Reserve	***$14.00***

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4922, an ordinance to make a supplemental

appropriation of $387,000.00 from the City General Fund Reserve to support the HomewardBound Homeless Shelter and the #GJStrong Fund in the City of Grand Junction, Colorado on final passage and order final publication in pamphlet form.

Attachments

1. ORD-COVID 2nd Supplemental Appropriation - Red Line
2. ORD-COVID 2nd Supplemental Appropriation - Final

ORDINANCE NO. _____

AN ORDINANCE TO MAKE A SUPPLEMENTAL APPROPRIATION OF $387~~500~~,000.00 FROM THE CITY GENERAL FUND RESERVE TO SUPPORT THE HOMEWARD BOUND HOMELESS SHELTER AND THE #GJSTRONG 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.

On March 30, 2020 the Chairman of the Board of the Homeward Bound Homeless shelter notified the City that the shelter, in response to the COVID-19 pandemic is developing plans for serving homeless persons by among other things, extending the off-site overflow for 90 days, using tents and shade shelters to provide additional beds, to create quarantine pods using portable walls within the existing shelter and adding personnel. The cost of the response plan, as well as the additional costs to provide food and other basic necessities is unfunded.

On April 6, 2020 the Grand Junction City Council approved an Emergency Ordinance appropriating $500,000 to the #GJSTRONG Fund, which in direct collaboration with the Western Colorado Community Foundation, will provide emergency funding to relieve the stress and strain placed on Grand Junction non-profits providing basic needs of food and shelter to persons suffering impacts as a result of COVID-19.

The temporary assistance afforded by this ordinance includes additional emergency funds for the #GJSTRONG Fund and helps to defray some of the expenses that will be incurred by Homeward Bound in caring for homeless persons that have been directly or indirectly impacted by COVID-19 in the City of Grand Junction.

While Homeward Bound has applied for funding through #GJSTRONG Fund, the City Council finds and determines and extra support is necessary and required so that the COVID-19 pandemic may be mitigated among the homeless population that is served by the shelter.

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The City of Grand Junction has the authority pursuant to its Charter, ordinances and law to appropriate and expend funds in furtherance of the general health, safety and welfare of the inhabitants of the City. The novel corona virus (COVID-19) presents a serious and imminent threat people's health and well-being.

Given the unprecedented impacts, some of which are known and some of which remain unknown, of the COVID-19 outbreak the adoption the City Council finds that this appropriation ordinance is necessary, proper and will further the general health, safety and welfare of the community.

This ordinance appropriates a certain sum of money for the purposes specifically and/or generally stated in the ordinance and the appropriation shall be used only for those purposes.

This supplemental appropriation provides, upon passage of the Ordinance, for the disbursement of funds to the #GJSTRONG Fund. The Fund will add $387~~500~~,000.00 to the General Fund 100 of the City budget for emergency, temporary assistance with the basic needs of food and shelter. The appropriation shall be allocated such that:

a) the Fund will specifically allocate $87~~200~~,000.00 for improvements to and emergency support of the Homeward Bound Homeless shelter to assist the shelter in meeting basic human needs in response to COVID-19.

b) the balance of the Fund, $300,000.00 ~~will~~ may be ~~specifically~~ allocated to the Western Colorado Community Foundation, in accordance with and pursuant to the existing New Fund Agreement by and between the City and the WCCF to provide emergency funding to alleviate some demands and assist local non-profits addressing new and emerging needs resulting from the COVID19 pandemic and the sudden and dramatic escalation in demand for services.

c) the WCCF will provide funds only to qualified 501c3 nonprofit organizations providing basic needs of food and shelter that serve the Grand Junction community. The Fund may 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*.

If t~~T~~he WCCF administers the Fund, it will be compensated in a lump sum in the amount of $2000.00 for its services~~administration of the appropriation~~. The City Manager is authorized to pay that sum for the services of WCCF.

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

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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 that may otherwise not be helped. 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 community 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 May 6~~____,~~ 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 $387~~500~~,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, for the year ending December 31, 2020, from and expended by and through the General Fund for the purposes provided in the ordinance as follows:

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Fund Name	Fund #	Appropriation
General	100	$387~~500~~,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.

_____
Rick Taggart
President of the Council

ATTEST:

_____
Wanda Winkelmann
City Clerk

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ORDINANCE NO. _____

AN ORDINANCE TO MAKE A SUPPLEMENTAL APPROPRIATION OF $387,000.00 FROM THE CITY GENERAL FUND RESERVE TO SUPPORT THE HOMEWARD BOUND HOMELESS SHELTER AND THE #GJSTRONG 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.

On March 30, 2020 the Chairman of the Board of the Homeward Bound Homeless shelter notified the City that the shelter, in response to the COVID-19 pandemic is developing plans for serving homeless persons by among other things, extending the off-site overflow for 90 days, using tents and shade shelters to provide additional beds, to create quarantine pods using portable walls within the existing shelter and adding personnel. The cost of the response plan, as well as the additional costs to provide food and other basic necessities is unfunded.

On April 6, 2020 the Grand Junction City Council approved an Emergency Ordinance appropriating $500,000 to the #GJSTRONG Fund, which in direct collaboration with the Western Colorado Community Foundation, will provide emergency funding to relieve the stress and strain placed on Grand Junction non-profits providing basic needs of food and shelter to persons suffering impacts as a result of COVID-19.

The temporary assistance afforded by this ordinance includes additional emergency funds for the #GJSTRONG Fund and helps to defray some of the expenses that will be incurred by Homeward Bound in caring for homeless persons that have been directly or indirectly impacted by COVID-19 in the City of Grand Junction.

While Homeward Bound has applied for funding through #GJSTRONG Fund, the City Council finds and determines and extra support is necessary and required so that the COVID-19 pandemic may be mitigated among the homeless population that is served by the shelter.

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The City of Grand Junction has the authority pursuant to its Charter, ordinances and law to appropriate and expend funds in furtherance of the general health, safety and welfare of the inhabitants of the City. The novel corona virus (COVID-19) presents a serious and imminent threat people's health and well-being.

Given the unprecedented impacts, some of which are known and some of which remain unknown, of the COVID-19 outbreak the adoption the City Council finds that this appropriation ordinance is necessary, proper and will further the general health, safety and welfare of the community.

This ordinance appropriates a certain sum of money for the purposes specifically and/or generally stated in the ordinance and the appropriation shall be used only for those purposes.

This supplemental appropriation provides, upon passage of the Ordinance, for the disbursement of funds to the #GJSTRONG Fund. The Fund will add $387,000.00 to the General Fund 100 of the City budget for emergency, temporary assistance with the basic needs of food and shelter. The appropriation shall be allocated such that:

a) the Fund will specifically allocate $87,000.00 for improvements to and emergency support of the Homeward Bound Homeless shelter to assist the shelter in meeting basic human needs in response to COVID-19.

b) the balance of the Fund, $300,000.00 may be allocated to the Western Colorado Community Foundation, in accordance with and pursuant to the existing New Fund Agreement by and between the City and the WCCF to provide emergency funding to alleviate some demands and assist local non-profits addressing new and emerging needs resulting from the COVID19 pandemic and the sudden and dramatic escalation in demand for services.

c) the WCCF will provide funds only to qualified 501c3 nonprofit organizations providing basic needs of food and shelter that serve the Grand Junction community. The Fund may 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*.

If the WCCF administers the Fund, it will be compensated in a lump sum in the amount of $2000.00 for its services. The City Manager is authorized to pay that sum for the services of WCCF.

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

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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 that may otherwise not be helped. 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 community 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 May 6 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 $387,000 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, for the year ending December 31, 2020, from and expended by and through the General Fund for the purposes provided in the ordinance as follows:

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Fund Name	Fund #	Appropriation
General	100	$387,000.00

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.

_____
Rick Taggart
President of the Council

ATTEST:

_____
Wanda Winkelmann
City Clerk

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Grand Junction City Council

Regular Session

Item #5.a.vi.

Meeting Date: May 6, 2020

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

An Emergency Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications

RECOMMENDATION:

Staff recommends adoption of the emergency ordinance.

EXECUTIVE SUMMARY:

The purpose of this item is to permit 1) neighborhood meetings to be conducted virtually and 2) alternative hearing procedures for quasi-judicial hearings.

BACKGROUND OR DETAILED INFORMATION:

Due to the incidence of COVID-19 in the general public, the designation of pandemic by the World Health Organization, the Declaration of a Disaster Emergency by Governor Polis on March 10, 2020, and a National Emergency by President Trump on March 13, 2020, together with the Public Health Orders (PHO's) issued by the Colorado Department of Public Health and Environment and Executive Orders (EO's) issued by Governor Polis, all of which established guidelines, policies and restrictions necessary for the health and safety of the residents of Colorado, the City declared a Local Emergency (Declaration.) With that Declaration, certain City regulations have been temporarily implemented, amended and adjusted in order to respond to the emergency. Those temporary regulations included but were not limited to prescribing procedures for the conduct of City business and controlling the occupancy of certain premises. The City's Declaration expires May 6, 2020.

On April 26, 2020 Governor Polis issued Executive Order 2020-044 and the Colorado Department of Public Health and Environment issued Public Health Order 20-28 also known as the "Safer at Home Order" which among other things continues to limit social interactions (except as required to conduct Necessary Activities) and travel (except that deemed to be Essential Travel) all as defined by the EO's and PHO's. In addition, Executive Order 2020-44 prohibits public gatherings in both public spaces and private venues of ten (10) persons or more. Executive Order 2020-044 is effective to and through May 26, 2020.

The virus, and the various PHO's, EO's and other directives and recommendations issued in response to the virus have resulted in the need for the Declaration and attendant modification of City business processes and procedures, including the City Council and the Planning Commission adopting electronic participation policies that allow the City to conduct City business remotely, and the development and implementation of techniques for citizens to view meetings and otherwise comment on agenda topics; however, Council and Commission meetings are not the exclusive means of public participation in City processes. For purposes of land use applications, Neighborhood Meeting and public hearings provide important opportunities for citizen engagement, dissemination of information, public participation and transparency.

By and with this Emergency Ordinance the City Council amends the Grand Junction Municipal Code (GJMC or Code) to provide that Neighborhood Meetings may temporarily be conducted virtually. Furthermore, the GJMC is amended to allow and provide that quasi-judicial hearings before the Planning Commission and City Council may be heard and decided in accordance with the Alternative Hearing Procedure adopted with this Ordinance. The Alternative Procedure provides a means for conducting electronic dissemination of information and for alternative means of participation in public meetings.

Also with this Emergency Ordinance, City Council will declare that a special emergency exists and that this ordinance is necessary to ensure the preservation of the peace and the public health, safety and welfare by effectuating the Council's publicly purposes and policies, which are consistent with and supportive of those of the State of Colorado.

FISCAL IMPACT:

There is no direct fiscal impact from this action.

SUGGESTED MOTION:

I move to (adopt/deny) Emergency Ordinance No. 4923, an emergency ordinance to amend the Grand Junction Municipal Code regarding Neighborhood Meetings and to allow for alternative hearing procedures for Land Use Applications in the City Of Grand

Junction, Colorado on final passage and order final publication in full.

Attachments

1. Emergency Ordinance Zoning Dev Code

ORDINANCE NO. _____

AN EMERGENCY ORDINANCE TO AMEND THE GRAND JUNCTION MUNICIPAL CODE REGARDING NEIGHBORHOOD MEETINGS AND TO ALLOW FOR ALTERNATIVE HEARING PROCEDURE FOR LAND USE APPLICATIONS IN THE CITY OF GRAND JUNCTION, COLORADO

RECITALS:

Due to the incidence of COVID-19 in the general public, the designation of pandemic by the World Health Organization, the Declaration of a Disaster Emergency by Governor Polis on March 10, 2020, and a National Emergency by President Trump on March 13, 2020, together with the Public Health Orders (PHO's) issued by the Colorado Department of Public Health and Environment and Executive Orders (EO's) issued by Governor Polis, all of which established guidelines, policies and restrictions necessary for the health and safety of the residents of Colorado, the City declared a Local Emergency (Declaration.) With that Declaration, certain City regulations have been temporarily implemented, amended and adjusted in order to respond to the emergency. Those temporary regulations included but were not limited to prescribing procedures for the conduct of City business and controlling the occupancy of certain premises. The City's Declaration expires May 6, 2020.

On April 26, 2020 Governor Polis issued Executive Order 2020-044 and the Colorado Department of Public Health and Environment issued Public Health Order 20-28 also known as the "Safer at Home Order" which among other things continues to limit social interactions (except as required to conduct *Necessary Activities)* and travel (except that deemed to be Essential *Travel)* all as defined by the EO's and PHO's. In addition, Executive Order 2020-44 prohibits public gatherings in both public spaces and private venues of ten (10) persons or more. Executive Order 2020-044 is effective to and through May 26, 2020.

The virus, and the various PHO's, EO's and other directives and recommendations issued in response to the virus have resulted in the need for the Declaration and attendant modification of City business processes and procedures, including the City Council and the Planning Commission adopting electronic participation policies that allow the City to conduct City business remotely, and the development and implementation of techniques for citizens to view meetings and otherwise comment on agenda topics; however, Council and Commission meetings are not the exclusive means of public participation in City processes. For purposes of land use applications, Neighborhood Meeting and public hearings provide important opportunities for citizen engagement, dissemination of information, public participation and transparency.

By and with this Emergency Ordinance the City Council amends the Grand Junction Municipal Code (GJMC or Code) to provide that Neighborhood Meetings may temporarily be conducted virtually.

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Furthermore, the GJMC is amended to allow and provide that quasi-judicial hearings before the Planning Commission and City Council may be heard and decided in accordance with the *Alternative Hearing Procedure* adopted with this Ordinance. The *Alternative Procedure* provides a means for conducting electronic dissemination of information and for alternative means of participation in public meetings. The *Alternative Hearing Procedure* is attached and incorporated by this reference as if fully set forth.

Both the Colorado Constitution and the Fourteenth Amendment to the United States Constitution prohibit the government from depriving any person of life, liberty, or property without due process of law. In *Sundance Hills Homeowners Association v Board of County Commissioners*, the Colorado Supreme Court held that for a land use hearing the governing body must provide notice that minimally specifies the time, place, and subject matter of the public hearing, as well as the nature of the proposal being considered. In addition, the Court held that the hearing must afford affected parties the opportunity to appear before the decision-making body and be heard. The City's *Alternative Hearing Procedure* is enacted and will be applied in a manner that the City reasonably considers to comport with principles of Due Process and fundamental fairness; however, the City cannot not assure an applicant that the Alternative Procedure and any decision made under the Alternative Procedure, may not be challenged and/or be found to violate Due Process/Constitutional rights.

At the May 6, 2020 meeting the City Council considered this Ordinance and determined that amendment of the Code is necessary given the current emergency and the City Council deems it necessary to immediately modify the Code as follows.

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

Titles 21.02.080(e) and (j) (in relevant part) of the Grand Junction Municipal Code are amended as follows (deletions ~~struck through~~; additions underlined):

21.02.080(e)(2) Meeting Time and Procedure ~~Location~~. The applicant must provide for a physical or virtual meeting ~~room~~ and must conduct the meeting. Meetings must be held on a weekday evening that is not a holiday beginning between 5:30 p.m. and 8:00 p.m. ~~in a location that is and be accessible to the affected neighborhood~~. ~~The Director may approve other times and locations.~~ The meeting date, time and format ~~location~~ must be approved by the Director no less than 14 days in advance of the meeting date. ~~To qualify~~, A required Neighborhood Meeting must be held not more than 180 days before the application is submitted.

(3) Meeting Content and Conduct. ~~At the meeting~~ The applicant shall present a concept plan, describe project impacts, describe ways to mitigate impacts, and facilitate a discussion and answer questions during the meeting. The concept plan shall, at a minimum, delineate access to the site; internal circulation, the range of density of the entire property or the maximum intensity (square footage and stories for all buildings). The meeting shall be conducted so that participants ~~attendees~~ have an opportunity to

ask questions and provide comments. ~~City staff should gather information and explain the rules and requirements~~. City staff shall provide information regarding the project's compliance with the Comprehensive Plan and any applicable adopted plan or ordinance. Included with the application submittal, the applicant must give the Director a written list of names and addresses of those given notice, how notice was provided, ~~and~~ those participating in the meeting ~~attending~~, along with a written summary of the meeting including any public comment received. Should the meeting be conducted virtually, the applicant shall record the meeting and access to the recording shall be provided to the City.

(4) Notice. The applicant shall provide written notice of the date, time, place if an in person meeting is conducted or the web location/host, together with any and all information required to access the meeting if conducted virtually and subject of the meeting to every owner and group in the neighborhood, as well as the City ~~Public Works and~~ Community Development Department. The notice must be approved by the Director no less than 14 days in advance of the meeting date and shall be, at a minimum delivered by U.S. mail. The notice must be made ~~hand-delivered or postmarked~~ no later than 10 calendar days prior to the meeting date.

(j)(5) Additional Rules. The body conducting the hearing may adopt ~~its~~ rules of procedure to limit the number of applications~~, for development approval~~ to be considered per meeting, ~~and to~~ limit the time for each presentation or speaker or as provided by this ordinance temporarily hear and decide quasi-judicial hearings in accordance with the Alternative Hearing Procedure, which are adopted by this reference and incorporated as if fully set forth.

City Council hereby declares that a special emergency exists and that this ordinance is necessary to ensure the preservation of the peace and the public health, safety and welfare by effectuating the Council's publicly purposes and policies, which are consistent with and supportive of those of the State of Colorado.

This Ordinance, immediately on its final passage, shall be recorded in the City book of ordinances kept for that purpose, authenticated by the signatures of the Mayor and the City Clerk. The full text of the amending ordinance, in accordance with the Charter of the City of Grand Junction, is to be published in full within three days.

This Ordinance shall apply to the City of Grand Junction. This Ordinance shall take effect immediately upon passage and with the unanimous approval of City Council.

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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All other provisions of Title 3 of the Grand Junction Municipal Code shall remain in full force and effect.

Sunset.

Without further action by the City Council, the terms and provisions of this ordinance shall expire on the 61st day (July 7, 2020) after the effective date hereof without subsequent action by the City Council.

_____

President of the Council

ATTEST:

_____
Wanda Winkelmann
City Clerk

DRAFT

Grand Junction City Council

Regular Session

Item #5.b.i.

Meeting Date: May 6, 2020

Presented By: Lance Gloss, Associate Planner

Department: Community Development

Submitted By: Lance Gloss, Associate Planner

Information

SUBJECT:

An Ordinance Rezoning Three Properties of a Total of 10.86 Acres Currently in R-1 (Residential - 1 du/ac), R-E (Residential - Estate), and R-R (Residential - Rural) Zone Districts to an R-2 (Residential - 2 du/ac) Zone District Located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property - Staff Presentation

RECOMMENDATION:

Planning Commission heard this item at its April 14, 2020 meeting and forwarded recommendation of approval (6-0) to City Council.

EXECUTIVE SUMMARY:

The Applicants, Kyle Berger and Mark Beckner, are requesting a rezone of three properties totaling 10.86 acres located at 2576 Tahoe Drive, 2574 Tahoe Drive, and an adjacent unaddressed parcel from the R-R (Residential - Rural), R-E (Residential - Estate), and R-1 (Residential - 1 du/ac) zone districts to an R-2 (Residential - 2 du/ac) zone district. This rezone request comes in anticipation of a simple subdivision to adjust boundary lines for these parcels. The requested R-2 zone district is consistent with the Comprehensive Plan Future Land Use designation of Residential Low (0.5 to 2.0 units/acre).

BACKGROUND OR DETAILED INFORMATION:

The subject properties are located at 2576 Tahoe Drive, 2574 and an adjacent unaddressed property with Mesa County tax parcel number 2945-031-00-201. The property at 2576 Tahoe Drive is presently developed as a single-family residence. The property at 2574 Tahoe Drive is presently leased as pasture, and includes a small

permanent structure that was formerly used to store and distribute farm goods. The unaddressed parcel of note presently consists of an open storm drain and vegetation with no additional improvements. A simple subdivision is being reviewed concurrent with this rezone proposal; that subdivision request includes the three properties proposed for rezoning here as well as the property at 2591 G Rd. The property at 2591 G Road, adjacent to the northeast of the proposal, is part of the concurrent subdivision proposal but is not part of this rezone application. The property at 2591 G Road is currently zoned R-2, and is primarily used as a single-family residence with farming and agriculture, and has a greenhouse on site in addition to the principal residential structure and accessory structures closely adjacent thereto.

The subject properties were annexed into the City in 2000 as part of the G Road South Enclave Annexation. That annexation included 381 acres with a range of residential zone districts.

The unaddressed subject property has never been subdivided in the City of Grand Junction. The lots at 2574 Tahoe Drive and 2576 Tahoe Drive have been subdivided twice in the last decade. These lots were split to form two equal-sized rectangular parcels as part of the Burnell Subdivision in 2014. A replat adjusting the boundaries between those two lots was accomplished by the Rooted Gypsy Subdivision of 2018 to produce the present configuration.

The Applicant's plan for development, pending rezoning to the R-2 zone district, is a boundary line adjustment involving the three subject properties and an additional property at 2591 G Road. As represented by the Applicant, the intent is to continue only agricultural operations for the existing business called Rooted Gypsy Farms. The Applicant has resolved, as of February 11, 2020, to ensure that no business is conducted on the property that would be considered an inappropriate use in the R-2 zone district, such that packaging, aggregation, and sales activities related to the Rooted Gypsy Farms business will no longer take place on the property.

If the subdivision request is approved, it will result in a lot in the southwest corner of the development area, taking access from Tahoe Drive, designed to allow construction of a single-family home. This is the only near-term plan for new residential development on the subject properties. Future residential development could be more dense under the R-2 zoning district as considered in this zoning review, which would allow up to 2 dwelling units per acre and also allow two-family residential dwellings. Rezoning would have other consequences on allowed uses. For example, rezoning the existing single-family residential property at 2574 Tahoe Drive from R-R to R-2 will eliminate several uses that are currently allowed by right on the property, such as indoor entertainment facilities and indoor animal boarding sales, as well as several conditional uses including campgrounds and dairy operations. The overall effect would be to shift the allowed uses on the parcels from typically rural uses to low- and medium-density urban

uses.

In the vicinity surrounding the subject properties to the east, south, north, and west are single-family residential developments at a range of low and medium densities, generally in line with the proposed R-2 zoning. R-2 and R-R zoning is in place for parcels to the north, R-4 zoning is in place to the west, R-1 zoning is in place to the east, and R-R zoning is in place to the south. No zoning overlay applies to the subject parcels, nor is a neighborhood plan in place for this area.

The Comprehensive Plan Future Land Use Map designates these parcels for development as Residential Low. This Residential Low category is a residential designation for single-family detached residences with typically 0.5 to 2 units per acre, for which urban services are supplied. It is intended to support greater density than Rural or Estate future land use designations, but is not intended for medium or high intensity residential uses, nor for commercial or industrial uses.

As alluded to above, a code enforcement case was opened by the City of Grand Junction regarding the operations of the Rooted Gypsy Farms business on the subject properties. On October 30, 2019 a Notice of Violation was issued to Rooted Gypsy Farms. The violation was the use of the property for retail sales of farm produce, which is not an allowed use in either the current zone districts of R-R, R-E, and R-1, nor under the proposed R-2 zone district. Working with Code Enforcement, the operators of Rooted Gypsy Farms and the Applicants have identified and committed to a remedy for this violation. Agricultural activities may continue on the subject properties, and a limited home office may be approved as a Home Occupation per the standards of GJMC 21.04.040(g). Any and all activities that are categorized as uses that are not appropriate for the R-2 zone district—specifically processing, assembly, and distribution of agricultural products sourced from off-site—have ceased and will not be reinitiated on the subject properties. This remedy was confirmed on February 11, 2020, allowing this rezone review and the concurrent subdivision review to be carried out.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting was held on September 17, 2019 consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. Approximately 15 citizens, along with the Applicants, the Representative, and other residents of subject properties. City planning staff were in attendance. A variety of comments and concerns were expressed at the meeting. Most comments were directed toward the subdivision application which is under administrative review pending a rezone of the parcels to a uniform R-2 zone district. Some comments centered on access to the newly created lots via Tahoe Drive, especially in relation to civil disagreements regarding landscaping commitments and possible episodes of past trespass. These comments do not specifically pertain to the rezone proposal.

Comments were also made about the possibility of more concentrated residential development in the future, if agricultural operations cease.

Comments were also made at the neighborhood meeting about the agricultural operations, particularly the impact of delivery vehicle traffic. Agricultural operations are permitted in the existing and proposed zone districts. Retailing of goods/products is not permitted in the existing zone districts. An Code Enforcement case was opened to examine whether operations constituted retail or manufacturing/processing rather than agricultural operations. That Code enforcement case has since been resolved, such that current business on the property fits within the allowed agricultural use.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the Public Hearing, in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on March 3, 2020 and was also sent to those in attendance at the neighborhood meeting. The subject property was posted with an application sign on October 9, 2019 and again, with updated information, on March 2, 2020 and notice of the public hearing was published on March 17, 2020 in the Grand Junction Daily Sentinel.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Zoning and Development Code, the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following criteria:

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

The Comprehensive Plan includes a Future Land Use Map which identifies the subject parcels as having a Residential Low (0.5 to 2.0 units/acre) designation. Both the Applicant's proposed zoning of R-2, as well as the existing designations of R-1, R-E, and R-R, are supported by the Future Land Use Map designation of Residential Low.

Just one of the subject properties, the property at 2574 Tahoe Drive, was rezoned from R-R to R-E in 2018, in relation to a contemporaneous simple subdivision. Other than that rezone, the most recent zoning decision made regarding all of the subject properties was the zone of annexation in 2000 as a result of the G Road South Enclave Annexation. Subsequently, no event has occurred that has invalidated the original premises upon which that zoning decision was made. As existing zoning responds to the Comprehensive Plan Future Land Use Map, and as no significant event has occurred since the most recent zoning decision regarding the subject properties that

would invalidate them, R-1, R-E, and R-R remain valid zones for the subject parcels.

Therefore, staff finds that this criterion has not been met.

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

The City has seen the land use character within the immediate vicinity of the proposed rezone remain largely stable in the two decades since the G Road South Enclave Annexation. Following annexation, residents in the neighborhood expressed the desire to retain low-density zoning, to which City Community Development staff responded by maintaining a Residential Low Future Land Use designation for the wider area. Minimal changes have been made to the character of development and infrastructure in the immediate vicinity of the subject parcels since the zone of annexation.

Only two substantial developments have occurred within a half-mile radius of the subject properties since the G Road South Enclave Annexation. The Blue Heron Meadow Subdivision was developed beginning in 2007, leading to the establishment of a 31 single-family residence approximately one-third of a mile north of the subject properties. The Valley Meadows North Subdivision was developed beginning in 2005, leading to the establishment of 22 single-family residences abutting the subject properties to the west. Prior to the development of Valley Meadows North Subdivision, the subject properties did not have an improved access to the public right-of-way. Development of the Valley Meadows North Subdivision included the construction of Tahoe Circle and a stub street leading to the subject properties, which was required by City Development Engineers to enable higher intensity future development of the subject properties. As a result, access to the subject properties has been significantly improved.

City staff finds that the development of the Valley Meadows North Subdivision, which currently provides a means for improved ingress/egress to two of the subject properties and will provide an access alternative to G Road for future residential development on all of the subject properties, constitutes a change to the character and condition of the area that supports the consideration of R-2 zoning for the property.

Therefore, staff finds that this criterion has been met.

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

The subject properties are within an urbanizing area of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to

serve uses associated with a R-2 zone district. The type and scope of land use proposed by the Applicant (agricultural and single-family) as well as those allowed within the R-2 zone district is similar in character and extent to the existing land use of the subject properties and adjacent properties. The properties are currently served by Ute Water, Persigo Wastewater Treatment, and Xcel Energy electricity and natural gas. No nearby transit service is provided. Commercial and employment opportunities such as retail, offices, and restaurants are proximate in location and found nearby along Horizon Drive and surrounding the intersection of Patterson Road and 25 ½ Road.

Based on the provision and concurrency of public utilities and community facilities to serve the rezone request, staff finds that this criterion has been met.

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

No major change in land use is contemplated by the rezone, and the current zoning of the subject parcels as R-R, R-E, and R-1 allows for continued agricultural operations and low-density residential development. The Applicant contemplates construction of a single-family residence pending rezoning and lot line adjustment. An additional single-family residence can be built on the parcel at 2574 Tahoe Drive, which currently supports no dwellings.

The existence of an inadequate supply of suitably designated land is not cited as a reason for pursuing a rezone by the Applicant in the Development Application dated October 15, 2019. Furthermore, a large supply of parcels with R-2 and similarly low-density residential zoning exists within the immediate vicinity of the subject properties. R-2 is also one of the most prolific zone districts in the City of Grand Junction, with approximately 6.2% of parcels within the City zoned R-2.

Based on these considerations, staff finds that this criterion is not met.

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

The Future Land Use designation of Residential Low contemplates a mix of low-density residential uses which is equally implemented by the R-2 as by the R-R, R-1, and R-E zone districts. The community will derive benefits from the proposed rezone by creating an opportunity for the land to be developed with greater residential density in the future. Such development is not contemplated by this Applicant as represented in the Application but would be enabled by the rezone should it be desired in the future.

Therefore, staff finds that this criterion is satisfied.

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

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

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 A: In making land use and development decisions, the City will balance the needs of the community.

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

Goal 6: Land Use decisions will encourage preservation of existing buildings and their appropriate reuse.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Augustine Blue Rezone, RZN-2019-585, to rezone three parcels of 8.75 acres, 2.03 acres, and 0.8 acres totaling 10.86 acres from R-E (Residential Estate, 1 unit/acre) R-R (Residential Rural 5 acres/unit), and R-1 (Residential 1 unit/acre) to the R-2 (Residential, 2 units/acre) zone district, the following findings of fact have been made:

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

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

Therefore, Staff recommends approval of the request to rezone the three parcels at 2576 Tahoe Drive, 2574 Tahoe Drive, and an adjacent unaddressed parcel of 8.75 acres, 2.03 acres, and 0.8 acres totaling 10.86 acres from the R-E (Residential – Estate) R-R (Residential – Rural), and R-1 (Residential – 1 du/ac) to the R-2 (Residential – 2 du/ac) zone district.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4924, an ordinance rezoning Augustine Blue,

Beckner and Berger Properties from R-E (Residential – Estate), R-R (Residential – Rural), and R-1 (Residential – 1 du/ac) to R-2 (Residential – 2 du/ac) located at 2574 Tahoe Drive, 2576 Tahoe Drive and an adjacent unaddressed parcel on final passage and order final publication in pamphlet form.

Attachments

1. Development Application Packet
2. Maps and Locations
3. Public Comment
4. Draft of Planning Commission Minutes - April 14, 2020
5. ORD-Zoning Augustine Blue

CITY OF GRAND JUNCTION
SURVEYOR VERIFICATION INITIAL SUBMITTAL CHECKLIST
(GS = GRAPHIC STANDARDS F = FEATURES)

Plat Name AUGUSTINE BLUE SUBDIVISION

	Yes	N/A
1. A legible scale is indicated and a graphic bar scale included (GS A)	☑	☐
2. Drawing size is 24"x36" (GS B)	☑	☐
3. Margins; 2" minimum left, 1/2" top, bottom and right (GS B)	☑	☐
4. Minimum text height is 0.08" lower case letter height (GS R)	☑	☐
5. Limits of platted parcel are depicted with a bold, heavy line weight (GS E)	☑	☐
6. North arrow appears on each sheet (GS I)	☑	☐
7. All abbreviations and symbols used on the plat listed in a legend (GS M,N)	☑	☐
8. Match lines used for multiple sheet plats (GS P)	☐	☑
9. A graphical key index map for multiple sheet plats (GS P)	☐	☑
10. Legible site/vicinity map (all major streets or roads within 1/2 mile) (F 26)	☑	☐
11. All section, 1/4 section and 1/16 section lines within plat or used for control are drawn with lightly dashed lines and accurately described (GS K)	☑	☐
12. Plat name in large bold characters in top center of sheet (GS K)	☑	☐
13. Plat name cannot begin with "The", "A", "Replat" or numerals (GS K)	☑	☐
14. All descriptive references shall be placed beneath the plat name (GS K)	☑	☐
15. Crosshatching, if used, neat and legible and doesn't obscure text (GS E)	☐	☑
16. Replats shall not depict existing lots, tracts or parcels (F 27)	☑	☐
17. Improvement survey meeting State and City requirements (F 1)	☑	☐
18. All recorded and apparent rights-of-way and easements are depicted (F 2a)	☑	☐
19. Indicate the source for the recorded easements and rights-of-way (F 2a)	☑	☐
20. Book and page recording information for easements and rights-of-way (F 2b)	☑	☐
21. Easements and rights-of-way completely dimensioned (F 2c)	☑	☐
22. Easements and rights-of-way dimensioned to lot lines and boundaries (F 2c)	☑	☐
23. All easements identified on the plat (F 2d)	☑	☐
24. Blanket easements noted with all recording information noted (F 2e)	☐	☑
25. All dimensions necessary to establish boundaries in field (F 21)	☑	☐
26. Statement that survey was performed under responsible charge of surveyor (F 22)	☑	☐
27. All interior "excepted" parcels labeled as "NOT PLATTED HEREON" (F 23)	☐	☑
28. A written statement describing the Basis of Bearings (F 3a)	☑	☐

	Yes	N/A
29. Basis of Bearings line graphically depicted and tied to boundary of plat (F 3b)	☑	☐
30. Boundary monuments fully described with size, composition and markings (F 4b)	☑	☐
31. Boundary monuments no further than 1400' apart (F 4e)	☑	☐
32. Monuments set at all angle points and at the beginning and end of curves (F 4f)	☑	☐
33. Witness corners set on line or prolongation thereof (F 4g)	☑	☐
34. Two reference monuments for each corner if not set on line or extension (F 4g)	☐	☑
35. Control monuments shown and identified (F 4h)	☑	☐
36. Monuments set at the boundary intersection of newly dedicated rights-of-way (F 4i)	☑	☐
37. Description references the City, County and State (F 5a)	☑	☐
38. Description references the Section, Township, Range and Meridian (F 5a)	☑	☐
39. Descriptions for replats include recording information of prior plat (F 5b)	☑	☐
40. Descriptions for replats include reference to lots and blocks being replatted (F 5b)	☑	☐
41. Description and boundary is complete and has a mathematical closure of +/- 0.01' (F 5c, 20a)	☑	☐
42. The Point of Commencement and Beginning clearly indicated (F 5d)	☑	☐
43. Conflicts from adjoining descriptions shown and method of resolution noted (F 7a)	☐	☑
44. Physical evidence of boundary conflicts noted (F 7b)	☐	☑
45. Recorded boundary agreements noted and recording information included (F 7c)	☐	☑
46. Dedication language for conveyances to the City matches approved City model language and corresponds with items such as new easements labeled on the plat (GS 2)	☑	☐
47. Consent to subordination for all known lienholders (F 8a)	☐	☑
48. Notary statement for all known lienholders (F 8b)	☐	☑
49. Place for the record owner(s) signature(s) with notarized acknowledgement (F 9a)	☑	☐
50. Statement by owner "that all lienholders appear hereon" or "there are no lienholders of record" (F 9b)	☑	☐
51. Total area of lands being platted noted in acres or square feet (F 10a)	☑	☐
52. Summary table provided, including percentage of the whole (F 10c)	☑	☐
53. Adjoining subdivisions noted with plat title and recording information (F 11a)	☑	☐
54. If plat includes a portion of a previously recorded plat, sufficient ties to controlling lines within the previous plat (F 11b)	☑	☐
55. All adjoining recorded and apparent easements depicted (F 11c)	☑	☐
56. All adjoining recorded and apparent rights-of-way depicted (F 11c)	☑	☐
57. Width and use of adjoining rights-of-way, easements and reservations (F 11d)	☑	☐

	Yes	N/A
58. Recording information for adjoining rights-of-way, easements & reservation (F 11a)	☑	☐
59. Tabular data of lines and curves on applicable sheet, if possible (F 28)	☑	☐
60. Vertical datum must be referenced to NAVD88, unless otherwise preapproved (F 12a)	☑	☐
61. Horizontal data shall be the Mesa County Local Coordinate System, unless otherwise preapproved (F 12b)	☑	☐
62. Title block contains the Section, Township, Range and Meridian (F 13a)	☑	☐
63. The name of the plat appears in the title block (F 13b)	☑	☐
64. Every revision must be dated and noted in the title block (F 13c)	☐	☑
65. All curves must show the delta, arc length, radius, chord bearing and length (F 14a)	☑	☐
66. All non-tangent curves must be identified and labeled (including table data) (F 14b)	☐	☑
67. Blocks and lots numbered consecutively (F 15a)	☑	☐
68. Additional filings, when contiguous, continues with sequential numbering of lots and blocks from previous filings (F 15b)	☐	☑
69. City model language on the plat for the City Manager and Mayor to sign (GS T, F 16a)	☑	☐
70. City model language on the plat for the Clerk & Recorder's certificate (GS T, F 16b)	☑	☐
71. City model language on the plat for the Title Company to sign (GS T, F 17)	☑	☐
72. City model language on the plat for any lienholder to sign (GS T, F 8)	☑	☐
73. City model language on the plat for the Owner(s) to sign (GS T, F 9)	☑	☐
74. Place for the surveyor to sign and seal (GS T, F 6)	☑	☐
75. "City Use Block" provided for City personnel to use (F 30)	☑	☐

I HEREBY STATE that in my professional opinion, and based on my knowledge and belief, the attached submittal subdivision plat is in compliance with this checklist as indicated hereon, subject to clarifications, if any, attached hereto.

By: _____

Professional Land Surveyor
P.L.S. Number 38146

Date: 10/15/19

AUGUSTINE BLUE SUBDIVISION

A REPLAT OF LOTS 1 AND 2, ROOTED GYPSY FARMS SUBDIVISION RECORDED AT RECEPTION NUMBER 2862456 AND PARCELS LOCATED IN THE NE1/4 NE1/4, SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN GRAND JUNCTION, MESA COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That Mark Beckner is the owner of that real property located in the North Half of the Northeast Quarter (N½ NE¼) Section 3, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado, being more particularly described as follows:
(Original Warranty Deed Reception Numbers 2792815 and 2669614.)

Lot 2 of Rooted Gypsy Farms Subdivision, according to the plat thereof filed for record November 26, 2018 as Reception No. 2862456 and COMMENCING at the NW Corner of said NE¼ NE¼, whence the NE Corner of the said NE¼ NE¼ bears North 89°58'50" East, a distance of 1317.53 feet, with all bearings contained herein, relative thereto; thence South 00°01'49" East along the West line of said NE¼ NE¼, a distance of 774.18 feet, to the POINT OF BEGINNING; thence South 89°58'52" East, a distance of 50.31 feet; thence South 18°10'19" West, a distance of 161.07 feet to a point of the West line of said NE¼ NE¼; thence North 00°01'49" West, along said West line, a distance of 153.05 feet; to the POINT OF BEGINNING.

That Mark Beckner and Sara A. Beckner are the owners of that real property located in the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) Section 3, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado, being more particularly described as follows:
(Original Warranty Deed Reception Number 2634954.)

BEGINNING at the NW Corner of said NE¼ NE¼, whence the NE Corner of said NE¼ NE¼ bears North 89°58'50" East, a distance of 1317.53 feet and with all bearings contained herein, relative thereto; thence North 89°58'50" East, along the North line of said NE¼ NE¼, a distance of 834.12 feet; thence South 00°07'08" East, a distance of 462.08 feet; thence North 90°00'00" East, a distance of 110.00 feet; thence South 00°00'00" West, a distance of 12.00 feet; thence North 89°56'27" West, a distance of 291.00 feet; thence South 00°00'00" West, a distance of 300.90 feet; thence North 89°58'52" West, a distance of 603.36 feet; thence South 18°10'19" West, a distance of 161.07 feet to a point on the West line of said NE¼ NE¼; thence along said West line, North 00°01'49" West, a distance of 927.23 feet to the POINT OF BEGINNING.

That Kyle L. Berger and Hadassa L. Berger are the owners of that real property located in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) Section 3, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado, being more particularly described as follows:
(Original Warranty Deed Reception Number 2862757.)

Lot 1 of Rooted Gypsy Farms Subdivision, according to the plat thereof filed for record November 26, 2018 as Reception No. 2862456.

That said owners have by these presents laid out, platted, and subdivided the above described real property into lots, blocks, and tracts, as shown hereon, and designated the same as AUGUSTINE BLUE SUBDIVISION, a subdivision in the City of Grand Junction, Colorado, and hereby offers the following dedications and grants:

40' of G Road Right-of-Way is dedicated to the City of Grand Junction for the use of the public forever.

44' of Tahoe Drive Right-of-way is dedicated to the City of Grand Junction for the use of the public forever.

14' Multi-Purpose Easements along the North and South sides of the portoion of Tahoe Drive being dedicated.

14' Multi-Purpose Easements along the South sides of the portoion of G Road being dedicated.

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

Owners hereby declare all lienholders of record to herein described real property are shown hereon.

IN WITNESS WHEREOF, said owner, Mark Beckner, has caused his name to be hereunto subscribed this _____ day of _____,A.D. 20__.

by: _____ } ss

NOTARY PUBLIC'S CERTIFICATE

STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was acknowledged before me by Mark Beckner, this_____ day of _____, A.D., 20__.
Witness my hand and official seal:

_____
Notary Public

My Commission Expires _____

IN WITNESS WHEREOF, said Member Manager of Augustine Blue Holdings, LLC, Mark Beckner, has caused his name to be hereunto subscribed this _____ day of _____,A.D. 20__.

by: _____ } ss

NOTARY PUBLIC'S CERTIFICATE

STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was acknowledged before me by Mark Beckner, this_____ day of _____, A.D., 20__.
Witness my hand and official seal:

_____
Notary Public

My Commission Expires _____

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

IN WITNESS WHEREOF, said owners, Mark Beckner and Sara A. Beckner, has caused their names to be hereunto subscribed this _____ day of _____,A.D. 20__.

by: _____

NOTARY PUBLIC'S CERTIFICATE

STATE OF COLORADO } ss
COUNTY OF MESA

The foregoing instrument was acknowledged before me by Mark Beckner and Sara A. Beckner, this_____ day of _____, A.D., 20__.
Witness my hand and official seal:

_____
Notary Public

My Commission Expires _____

IN WITNESS WHEREOF, said owners, Kyle L. Berger and Hadassa L. Berger, has caused their names to be hereunto subscribed this _____ day of _____,A.D. 20__.

by: _____

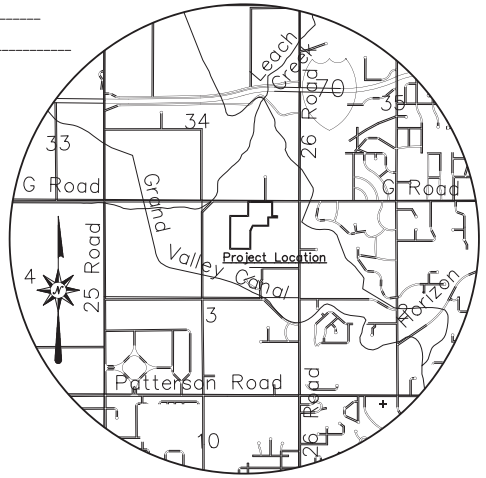
NOTARY PUBLIC'S CERTIFICATE

STATE OF COLORADO } ss
COUNTY OF MESA

The foregoing instrument was acknowledged before me by Kyle L. Berger and Hadassa L. Berger, this_____ day of _____, A.D., 20__.
Witness my hand and official seal:

_____
Notary Public

My Commission Expires _____



VICINITY MAP
NOT TO SCALE

LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- SET 2" ALUMINUM CAP ON 24" No. 5 REBAR, PLS 38146 FLUSH UNLESS OTHERWISE NOTED
- FOUND REBAR, AS NOTED
- PK NAIL, SET IN PAVING

DURABLE CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRS-38-51-105

- Δ DELTA ANGLE OF ARC
- R RADIUS OF ARC
- L LENGTH OF ARC
- Ch CHORD DISTANCE OF ARC
- Brg CHORD BEARING OF ARC
- = EQUAL SYMBOL
- % PERCENT SYMBOL
- & AND SYMBOL

- I-70 INTERSTATE HIGHWAY SYMBOL
- 340 STATE HIGHWAY SYMBOL
- US UNITED STATES
- NTS NOT TO SCALE
- CRS COLORADO REVISED STATUTES
- ips SOLICET, USED IN LEGAL DOCUMENTS (LATIN – ONE HALF)
- PLS PROFESSIONAL LAND SURVEYOR
- No. NUMBER
- L.L.C. LIMITED LIABILITY COMPANY
- A.D. ANNO DOMINI
- ± MORE OR LESS
- ° DEGREES (ANGULAR)
- ' MINUTES (ANGULAR) OR FEET (LINEAR)
- " SECONDS (ANGULAR) OR INCHES (LINEAR)
- MCSM MESA COUNTY SURVEY MARKER
- BLM BUREAU OF LAND MANAGEMENT
- ROW RIGHT-OF-WAY
- CDOT COLORADO DEPARTMENT OF TRANSPORTATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- T TOWNSHIP
- R RADIUS OR RANGE (Context)

SURVEYOR'S CERTIFICATION

I, J. Ben Elliott, do hereby certify that the accompanying plat of AUGUSTINE BLUE SUBDIVISION, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same. To the best of my knowledge and belief, this plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either express or implied.

TITLE CERTIFICATION

STATE OF COLORADO } ss
COUNTY OF MESA

We, _____, a title insurance company, as duly licensed in the state of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to _____; that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights of way of record are shown hereon.

Date: _____ by: _____ Name And Title

for: _____ Name Of Title Company

GENERAL NOTES

Easement and Title Information provided by Colorado Title & Closing Services, LLC,
Order No. MS21902491, dated August 8, 2019
Order No. MS21902490, dated August 8, 2019
Order No. MS21902487, dated August 8, 2019
Order No. MS21902846, dated August 19, 2019

Basis of bearings is the North Line of the NW¼ NE¼ Section 3 which bears South 89°58'59" West, a distance of 1317.36 feet, established by observation of the MCGPS control network, which is based on the NAD 83 datum. Both monuments on this line are Aliquot Survey Markers, as shown on the face of this plat.

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

FOR CITY USE ONLY

Associated Recorded Documents

Reception	Type
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CITY OF GRAND JUNCTION APPROVAL

This plat of AUGUSTINE BLUE SUBDIVISION, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted this _____ day of _____,A.D., 20__.

City Manager_____

Mayor _____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO } ss
COUNTY OF MESA

I hereby certify that this instrument was filed in my office at _____ o'clock _____M.,

_____, A.D., 20__, and was duly recorded in Reception No._____

Drawer No._____ Fees: _____

_____
Clerk and Recorder

By: _____
Deputy

Preliminary

J. Ben Elliott
COLORADO PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 38146

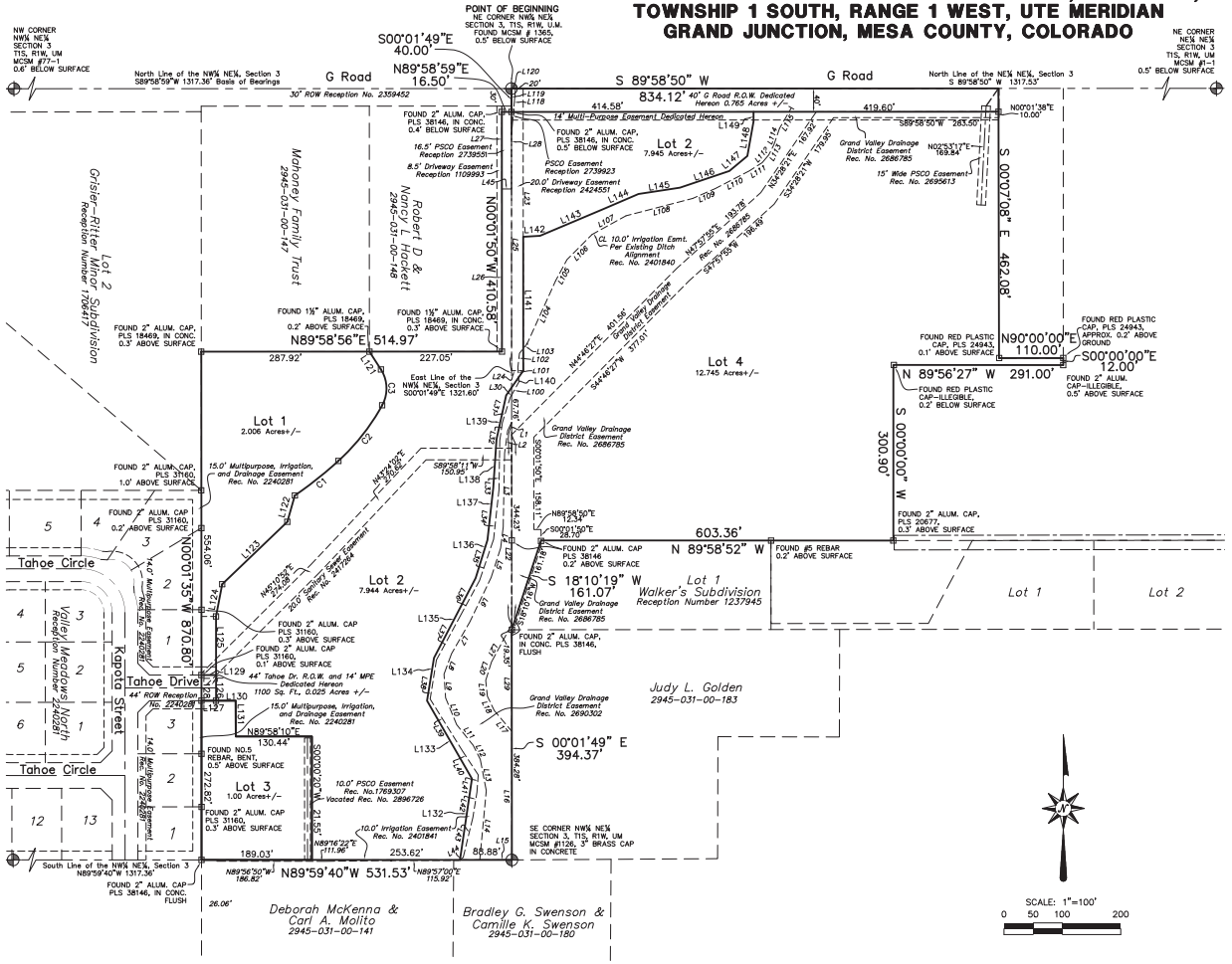
AUGUSTINE BLUE SUBDIVISION
N1/2 NE1/4, SECTION 3,
T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

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

PROJ. NO. 19-88	SURVEYED	DRAWN	CHK'D	SHEET	OF
DATE: October, 2019	be/bo	be	be/jf	1	2

AUGUSTINE BLUE SUBDIVISION

A REPLAT OF LOTS 1 AND 2, ROOTED GYPSY FARMS SUBDIVISION RECORDED AT RECEPTION NUMBER 2862456 AND PARCELS LOCATED IN THE NE1/4 NE1/4, SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN GRAND JUNCTION, MESA COUNTY, COLORADO



LINE TABLE

LINE	BEARING	DISTANCE
L1	S26°28'17"W	15.68'
L2	S07°50'55"W	39.32'
L3	S01°03'54"W	126.28'
L4	S06°58'46"W	36.29'
L5	S17°52'40"W	53.13'
L6	S25°38'01"W	84.28'
L7	S29°56'22"W	62.47'
L8	S20°07'44"W	37.27'
L9	S03°48'09"E	40.52'
L10	S22°23'54"E	49.83'
L11	S38°35'55"E	45.37'
L12	S26°53'46"E	26.86'
L13	S10°52'02"E	54.08'
L14	S05°22'16"W	119.31'
L15	S89°59'38"E	55.00'
L16	N00°01'50"W	220.27'
L17	N40°08'21"W	46.53'
L18	N25°41'55"W	27.41'
L19	N09°53'30"W	27.31'
L20	N17°27'41"E	33.14'
L21	N28°18'29"E	73.05'
L22	N00°01'49"W	146.19'
L23	S00°01'49"E	483.34'
L24	S89°58'11"W	20.00'
L25	N00°01'49"W	483.34'
L26	N00°01'50"W	420.58'
L27	N00°01'50"W	142.00'
L28	S00°01'49"E	142.00'
L29	N00°01'49"W	183.36'
L30	S34°02'26"W	4.20'
L31	S17°13'05"W	45.55'
L32	S08°14'28"W	30.92'
L33	S00°56'13"W	84.33'
L34	S06°13'41"W	85.57'
L35	S18°48'32"W	74.34'
L36	S28°29'05"W	67.54'
L37	S28°27'37"W	87.47'
L38	S09°08'02"W	67.88'
L39	S31°55'39"E	104.25'
L40	S53°15'11"E	49.57'
L41	S04°05'13"W	29.62'
L42	S09°12'25"W	44.16'
L43	S13°36'39"W	70.25'
L44	S55°09'06"W	9.01'
L45	S89°58'59"W	16.50'

LINE	BEARING	DISTANCE
L100	N 28°36'25" E	26.32'
L101	N 04°35'34" W	24.25'
L102	N 06°25'21" E	24.57'
L103	N 38°42'10" E	21.04'
L104	N 24°19'33" E	118.46'
L105	N 28°18'47" E	41.20'
L106	N 44°54'57" E	60.85'
L107	N 61°11'35" E	66.33'
L108	N 75°25'41" E	117.83'
L109	N 66°25'26" E	42.08'
L110	N 62°32'26" E	65.84'
L111	N 57°24'10" E	26.47'
L112	N 40°20'12" E	17.10'
L113	N 26°53'29" E	19.44'
L114	N 18°59'38" E	29.78'
L115	N 29°55'30" E	40.82'
L116	S 00°01'49" E	483.34'
L117	S 89°58'11" W	20.00'
L118	N 04°57'35" E	79.52'
L119	S 00°01'49" E	79.22'
L120	N 89°58'50" E	6.99'

LINE	BEARING	DISTANCE
L121	S 32°48'17" E	36.39'
L122	S 16°00'18" W	47.02'
L123	S 46°12'32" W	154.42'
L124	S 10°54'14" W	55.90'
L125	S 00°01'35" E	100.74'
L126	S 00°01'35" E	44.00'
L127	N 89°57'49" E	25.00'
L128	N 00°01'35" W	44.00'
L129	N 89°57'49" E	25.00'
L130	N 89°57'49" E	33.56'
L131	S 00°10'34" E	61.31'
L132	N 28°29'38" E	140.65'
L133	N 29°55'27" W	154.17'
L134	N 09°12'04" E	74.28'
L135	N 27°32'22" E	154.33'
L136	N 17°14'58" E	68.34'
L137	N 06°19'58" E	89.73'
L138	N 03°49'09" E	83.36'
L139	N 12°22'02" E	77.14'
L140	N 34°43'43" E	51.53'
L141	N 00°01'49" W	223.43'
L142	N 86°42'00" E	28.78'
L143	N 67°06'56" E	118.09'
L144	N 66°43'57" E	65.20'
L145	N 81°21'41" E	171.81'
L146	N 71°18'58" E	89.40'
L147	N 50°11'50" E	40.07'
L148	N 10°09'42" E	60.00'
L149	N 00°01'10" W	16.57'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	702.44'	95.29'	95.21'	S 51°33'25" W	7°46'20"
C2	368.83'	121.84'	121.29'	S 38°12'25" W	18°55'39"
C3	60.00'	64.45'	61.40'	S 02°01'49" E	61°32'56"

AREA SUMMARY

R.O.W.	=	0.79 Acres	03.23%
LOTS	=	23.69 Acres	96.77%
TOTAL	=	24.48 Acres	100.00%

LEGEND

- ⊕ ALIQUOT SURVEY MARKER, AS NOTED
- ● SET 2" ALUMINUM CAP ON 24" No. 5 REBAR, PLS 38146 FLUSH UNLESS OTHERWISE NOTED
- □ FOUND 2" ALUMINUM CAP, PLS 38146, FLUSH UNLESS OTHERWISE NOTED
- ▲ PK NAIL, SET IN PAVING

DURABLE CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRS-38-51-105

Δ	DELTA ANGLE OF ARC
R	RADIUS OF ARC
L	LENGTH OF ARC
Ch	CHORD DISTANCE OF ARC
Brg	CHORD BEARING OF ARC
=	EQUAL SYMBOL
%	PERCENT SYMBOL
&	AND SYMBOL

I-70	INTERSTATE HIGHWAY SYMBOL
6(6)	STATE HIGHWAY SYMBOL
US	UNITED STATES
NTS	NOT TO SCALE
CRS	COLORADO REVISED STATUTES
Jss	SCILICET, USED IN LEGAL DOCUMENTS (LATIN - ONE HALF)
PLS	PROFESSIONAL LAND SURVEYOR
No.	NUMBER
L.L.C.	LIMITED LIABILITY COMPANY
MPE	MULTI-PURPOSE EASEMENT
±	MORE OR LESS
°	DEGREES (ANGULAR)
'	MINUTES (ANGULAR) OR FEET (LINEAR)
"	SECONDS (ANGULAR) OR INCHES (LINEAR)
MCSM	MESA COUNTY SURVEY MARKER
BLM	BUREAU OF LAND MANAGEMENT
ROW	RIGHT-OF-WAY
Rec.	RECEPTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T	TOWNSHIP
R	RADIUS OR RANGE (Context)

SURVEYOR'S CERTIFICATION

I, J. Ben Elliott, do hereby certify that the accompanying plat of AUGUSTINE BLUE SUBDIVISION, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same. To the best of my knowledge and belief, this plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either express or implied.

Preliminary

J. Ben Elliott
COLORADO PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 38146

AUGUSTINE BLUE SUBDIVISION
N1/2 NE1/4, SECTION 3, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

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

PROJ. NO. 19-88	SURVEYED	DRAWN	CHK'D	SHEET	OF
DATE: October, 2019	be/bo	be	be/jf	2	2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

CITY OF Grand Junction COLORADO
COMMUNITY DEVELOPMENT

Development Application

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

Petition For: Boundary Line Adjustment and Rezone

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

Existing Land Use Designation: Residential
Existing Zoning: RR, R-2, R-1
Proposed Land Use Designation: Residential
Proposed Zoning: R-2

Property Information

Site Location: Tahoe Drive, 26 & G Rd.
Site Acreage: Approx. 22.3
Site Tax No(s): 2945-031-00-014; 2945-031-072-002; 2945-031-00-201; 2945-031-072-001
Site Zoning: R-2

Project Description: Reconfigure the 4 existing parcel boundaries to create four new parcels and to change zoning on all new parcels to R-2

Property Owner Information	Applicant Information	Representative Information
Name: See Attachment	Name: Mark Beckner	Name: Larry Beckner
Street Address:	Street Address: 2591 G Road	Street Address: 200 Grand Avenue
City/State/Zip:	City/State/Zip: Gr. Jct., CO 81506	City/State/Zip: Gr. Jct., CO 81501
Business Phone #:	Business Phone #: 640-5419	Business Phone #: (970) 986-3400
E-Mail:	E-Mail: mbeckner@inotekgroup.com	E-Mail: lbeckner@hfak.com
Fax #:	Fax #:	Fax #: 986-3401
Contact Person:	Contact Person:	Contact Person: Larry Beckner
Contact Phone #:	Contact Phone #:	Contact Phone #: 986-3400

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

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

Signature of Person Completing the Application: _____ Date: 8/27/19

Signature of Legal Property Owner: _____ Date: 8/27/19

Property Line Adjustment & Rezone 785491
26 & G Road

Property Owner Information

The project seeks to adjust property lines on four existing parcels, to create 4 new parcels and to rezone all parcels to R-2. The parcels have four different owners.

Parcel 2945-031-00-014

Name:	Mark Beckner and Sara A. Beckner
Address:	2591 G Road
	Grand Junction, CO 81506
Phone:	970-640-5419
E-Mail:	mbeckner@inotekgroup.com
Contact Person:	Mark Beckner
Phone:	970-640-5419

Parcel 2945-031-00-201

Name:	Augustine Blue Holdings, LLC
Address:	No Address
	Grand Junction, CO 81506
Phone:	970-640-5419
E-Mail:	mbeckner@inotekgroup.com
Contact Person:	Mark Beckner
Phone:	970-640-5419

Parcel 2945-031-72-001

Name:	Kyle L. Berger and Hadassa L. Berger
Address:	2576 Tahoe Drive
	Grand Junction, CO 81505
Contact Person	Kyle Berger
Phone:	970-434-9658

Parcel 2945-031-72-002

Name:	Mark Beckner
Address:	2574 Tahoe Drive
	Grand Junction, CO 81506
Phone:	970-640-5419
E-Mail:	mbeckner@inotekgroup.com
Contact Person:	Mark Beckner
Phone:	970-640-5419

New Configuration

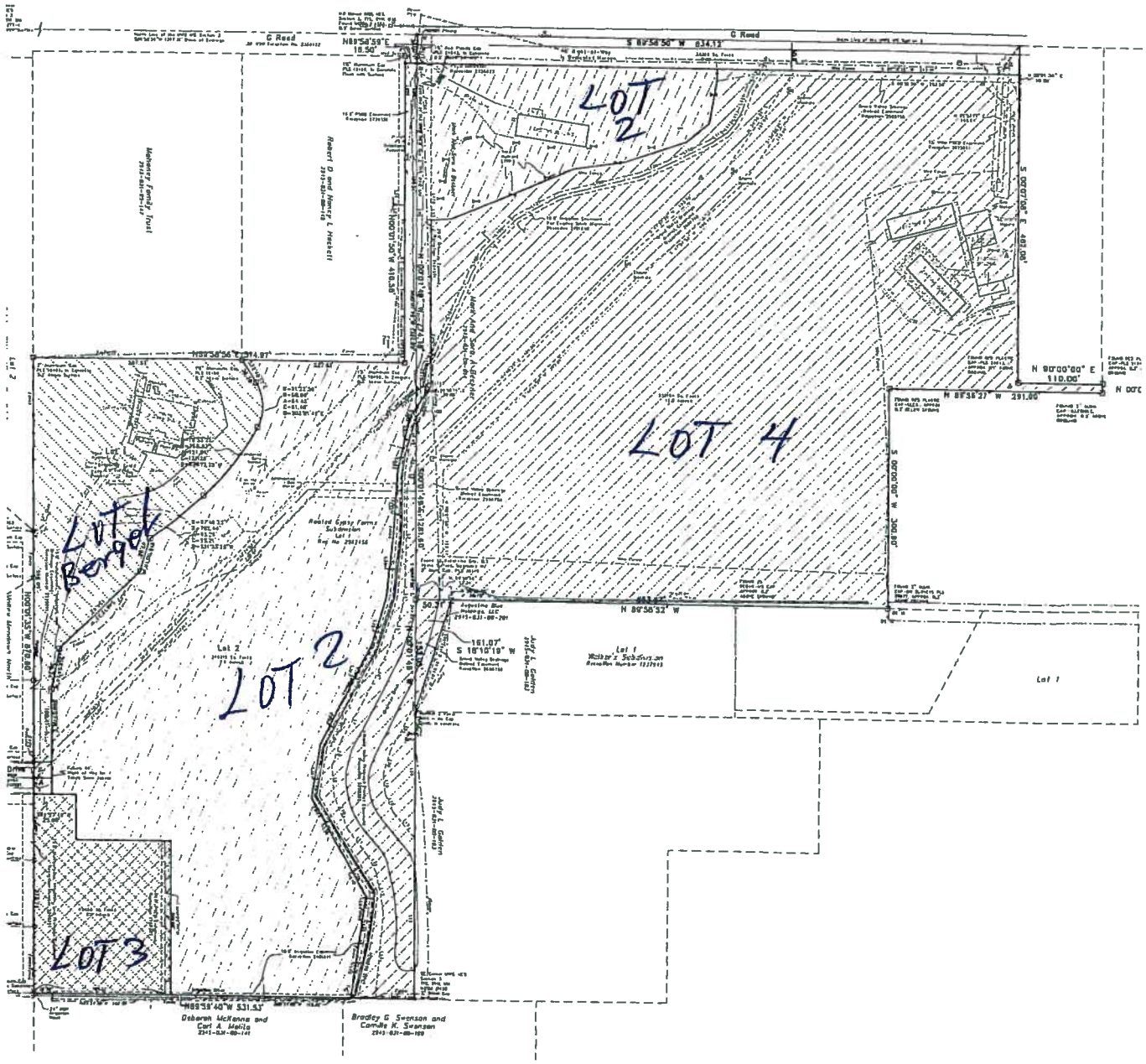


Exhibit A

NEIGHBORHOOD MEETING NOTICE

Augustine Blue Subdivision

Tuesday, September 17, 2019
5:30 PM

To: Adjacent Property Owners

Purpose: To present to the neighborhood the proposed rezone of properties owned by Mark and Sara Beckner and by Kyle and Hadessa Berger.

Where: Farm Stand located at 2576 Tahoe Drive. The meeting is located on the property subject to the requested rezone.

The applicants, Mark and Sara Beckner, and Kyle and Hadessa Berger, seek to rezone their four parcels of land to an R-2 zone. The zoning is currently mixed including R-2, R-R, R-E and R-2. The property subject to this rezone request consists of 24.48 acres of land and comprises four tax parcels. The applicants seek to adjust the current parcel lines to create four subdivided lots. The impetus for this project is to sell approximately 7.9 acres of land to Kyle and Hadessa Berger who have purchased from the Beckners the business known as Rooted Gypsy Farms. The new parcel to be acquired by the Bergers includes the greenhouse adjacent to G Road. The new configuration of parcels will consist of the current property owned by the Bergers and where their residence is located, the 7.9 acres to be acquired by the Bergers from the Beckners, a lot of approximately 12.8 acres for the continued use by the Beckners of their residence, and a single family residential lot of approximately 1 acre adjoining Tahoe Drive.

We look forward to meeting with you and discussing this proposal. If you have questions before the meeting, please contact Larry Beckner at his office at 970-986-3400, or contact him by email at lbeckner@hfak.com

Thank you,

Mark & Sara Beckner
Kyle & Hadessa Berger

Exhibit B

2620 G ROAD
JOY W BUSH
2616 ASTER CT
GRAND JUNCTION CO 81506-8527

ACHIERNO L&C FAMILY TRUST
664 1/2 KAPOTA ST
GRAND JUNCTION CO 81505-1056

ADCOX SANDRA K
682 KAPOTA ST
GRAND JUNCTION CO 81505-3400

AUBERT JUSTIN L
AUBERT KENDI K
703 ESTATES BLVD
GRAND JUNCTION CO 81505-9599

AUGUSTINE BLUE HOLDINGS LLC
PO BOX 2185
GRAND JUNCTION CO 81502-2185

BALDWIN DAVID D
BALDWIN NANCY ANN
679 TAHOE CIR
GRAND JUNCTION CO 81505-3401

BARNES SARA ELIZABETH
2576 GALLEY LN
GRAND JUNCTION CO 81505-1412

BECKNER LARRY
PO BOX 40
GRAND JUNCTION CO 81502-0040

BECKNER MARK
BECKNER SARA A
PO BOX 2185
GRAND JUNCTION CO 81502-2185

BERGER KYLE L
BERGER HADASSA L
2576 TAHOE DR
GRAND JUNCTION CO 81505-1492

BLACKMER PATRICK C
BLACKMER CINDY L
695 GLEN CARO DR
GRAND JUNCTION CO 81506-8398

BLANGSTED FAMILY TRUST
674 KAPOTA ST
GRAND JUNCTION CO 81505-1056

BOMBERG BRYAN C
BOMBERG KAREN M
687 26 RD
GRAND JUNCTION CO 81506-1409

BULLARD LARRY TRUST
BULLARD SALLY TRUST
701 ESTATES BLVD
GRAND JUNCTION CO 81505-9599

CHRISTENSEN MICHAEL A
271 GETTYSBURG ST
GRAND JUNCTION CO 81503-7702

CIMARRON NORTH
KEN PETERSON
2565 TRAILS END CT
GRAND JUNCTION CO 81505-1431

CITY OF GRAND JUNCTION
DAVE THORNTON
250 N 5TH ST
GRAND JUNCTION CO 81501-2628

COLE LUKE MITCHELL
COLE ASHLEY ANN
669 KAPOTA ST
GRAND JUNCTION CO 81505-1056

COLEMAN DYLAN J
COLEMAN MARY E
681 KAPOTA ST
GRAND JUNCTION CO 81505-3400

CONFIDENTIAL OWNER
689 26 RD
GRAND JUNCTION CO 81506-1409

CUESTA VERDE LLC
775 26 RD
GRAND JUNCTION CO 81506-1432

DESROSIERS DON C
DESROSIERS KATHRYN M
455 WILDWOOD DR
GRAND JUNCTION CO 81507-2505

DRAZEK JAN B
685 1/4 26 RD
GRAND JUNCTION CO 81506-1409

DUNN ALICE JEAN
2625 BIRCH CT
GRAND JUNCTION CO 81506-4871

ENGLAND GARY M
670 KAPOTA ST
GRAND JUNCTION CO 81505-1056

ESSMAN MARTIN L
ESSMAN DOLORIS
PO BOX 901
QUARTZSITE AZ 85346-0901

EVANS JOHN PENN
EVANS NINA NIKOL
607 KAPOTA ST
GRAND JUNCTION CO 81505-1056

EVARTS LA TRUST
2191 FREMONT DR
LAKE HAVASU CITY AZ 86406-8301

FENNELL PATRICIA A
699 26 RD
GRAND JUNCTION CO 81506-1409

FRIEDRICHS MARY
2582 FOX RUN
GRAND JUNCTION CO 81505-8679

Exhibit C

GAGGINI CATHERINE REVOC TRUST
2575 FOX RUN
GRAND JUNCTION CO 81505-8679

GEARY DANIEL RAYMOND
DONALD RICHARD
6593 S DOVER ST
LITTLETON CO 80123-3310

GJ TECH CENTER LLC
559 SANDHILL LN UNIT 100
GRAND JUNCTION CO 81505-7104

GOLDEN JUDY L
679 26 RD
GRAND JUNCTION CO 81506-1409

GOLDEN JUDY L
679 26 RD
GRAND JUNCTION CO 81506-1409

GRAND VALLEY IRRIGATION
COMPANY
688 26 RD
GRAND JUNCTION CO 81506-1405

GRAND VALLEY IRRIGATION
COMPANY
688 26 RD
GRAND JUNCTION CO 81506-1405

GRASSIA BERIT M
GRASSIA ROBERT G & HARRIS LYNNE
C GRANTEE BENEFICIARIES
2556 MCCOOK AVE
GRAND JUNCTION CO 81505-1052

GRIFFITH ROBERT L
GRIFFITH M DENISE
683 TAHOE CIR
GRAND JUNCTION CO 81505-3401

GRISIER JAMES R
690 25 1/2 RD
GRAND JUNCTION CO 81505-6957

HAAS CINDERA L
676 TAHOE CIR
GRAND JUNCTION CO 81505-3401

HACKETT ROBERT D
HACKETT NANCY L
2573 G RD
GRAND JUNCTION CO 81505-9548

HANOSH JAMES J JR
HANOSH SONDA LYNN
706 ESTATES BLVD
GRAND JUNCTION CO 81505-9598

HARRIS JOSHUA
HARRIS SHAUNA L
382 EXPLORER CT APT 1
GRAND JUNCTION CO 81507-2687

HAWKINS CAROLEE
HAWKINS TYLER
683 KAPOTA ST
GRAND JUNCTION CO 81505-3400

HEADDY WINFRED L
HEADDY KATHERINE L
680 TAHOE CIR
GRAND JUNCTION CO 81505-3401

HENDERSON SHAWN T
HENDERSON MELINDA M
675 TAHOE CIR
GRAND JUNCTION CO 81505-3401

HULSE GEORGE R JR
HULSE CATHERINE M
675 KAPOTA ST
GRAND JUNCTION CO 81505-3400

HUNT ROBERT R
2572 YOUNG CT
GRAND JUNCTION CO 81505-1417

JAMES GERALD R
JAMES KENNETH D, MCKEE CYNTHIA
D, SPARKS JANINE L
668 KAPOTA ST
GRAND JUNCTION CO 81505-1056

JOCHIM TARA L
JOCHIM RANDALL
679 KAPOTA ST
GRAND JUNCTION CO 81505-3400

JONES DONALD R
JONES C E
693 26 RD
GRAND JUNCTION CO 81506-1409

KALMON GENE
2559 MCCOOK AVE
GRAND JUNCTION CO 81505-1053

KAY SUBDIVISION
PATTIE VISCONTI
659 JANECE DR
GRAND JUNCTION CO 81505-1420

KNIRLBERGER ERWIN
KNIRLBERGER ELKE
695 26 RD
GRAND JUNCTION CO 81506-1409

KULICK MARGARET M
GREINER MARY ANN
665 KAPOTA ST
GRAND JUNCTION CO 81505-1056

LHOTKA ELENA MARY
681 TAHOE CIR
GRAND JUNCTION CO 81505-3401

MADISON CHRISTOPHER A
MADISON ROBIN R
PO BOX 4002
GYPSUM CO 81637-4002

MAHONEY FAMILY TRUST
2567 G RD
GRAND JUNCTION CO 81505-9548

MAHONEY JAMIE L
687 1/2 26 RD
GRAND JUNCTION CO 81506-1409

MAREAN JC TRUSTEE
MAREAN SUZI TRUSTEE
671 TAHOE CIR
GRAND JUNCTION CO 81505-3401

MAST THOMAS A
MAST NANCY K
686 KAPOTA ST
GRAND JUNCTION CO 81505-3400

MCKENNA DEBORAH
MOLITO CARL A
2574 YOUNG CT
GRAND JUNCTION CO 81505-1417

MILLER MARK A
702 ESTATES BLVD
GRAND JUNCTION CO 81506-9598

MILLS STEVEN MICHAEL
NOONE SULLEN
135 BLACKFOOT LN
GUNNISON CO 81230-8724

MOON RIDGE FALLS HOA
ED SCHLAGEL
678 CRESCENT CT
GRAND JUNCTION CO 81505-1071

NOBLE PATRICIA A
HANEY KATHLEEN A GRANTEE
BENEFICIARY
52830 LISBURNE AVE
KENAI AK 99611-9361

O'NEAL DIANE M
O'NEAL JOHN M
1551 CORTLAND CT
GRAND JUNCTION CO 81506-5245

POWELL CRAIG
POWELL MEGAN
676 KAPOTA ST
GRAND JUNCTION CO 81505-3400

QUESENBERRY LLOYD D
QUESENBERRY LORA K
2588 G RD
GRAND JUNCTION CO 81505-9537

REDDING JOHN D
BELT RONALD A
672 KAPOTA ST
GRAND JUNCTION CO 81505-1056

REED PAUL AND BETTY LIVING
TRUST
673 TAHOE CIR
GRAND JUNCTION CO 81505-3401

RITTER EARL D
RITTER NANCY
2565 G RD
GRAND JUNCTION CO 81505-9548

SHERMAN BERNADINE RAE
2570 YOUNG CT
GRAND JUNCTION CO 81505-1417

STANFIELD JAY T
STANFIELD CINDY J
685 1/2 26 RD
GRAND JUNCTION CO 81506-1409

STORTER DAVID B
STORTER MELANIE A
687 TAHOE CIR
GRAND JUNCTION CO 81505-3401

SWENSON BRADLEY G
SWENSON CAMILLE K
2570 GALLEY LN
GRAND JUNCTION CO 81505-1412

THE ESTATES
LARRY BULLARD
701 ESTATES BLVD
GRAND JUNCTION CO 81506-9599

THOMPSON AMY LEE
THOMPSON GRANT FOX
680 KAPOTA ST
GRAND JUNCTION CO 81505-3400

TOOLEN DIANE M
PO BOX 1791
GRAND JUNCTION CO 81502-1791

TREGILGAS NEIL
TREGILGAS KIMBERLY TAGE
685 TAHOE CIR
GRAND JUNCTION CO 81505-3401

TROMBETTA DEREK
2588 GALLEY LN
GRAND JUNCTION CO 81505-1412

TROMBETTA-TICE SHARON A
GOLDEN JUDY L
775 26 RD
GRAND JUNCTION CO 81506-1432

TROWBRIDGE BARBARA M
678 TAHOE CIR
GRAND JUNCTION CO 81505-3401

TRZECIAK MARTIN G
TRZECIAK PHYLLIS J
2579 FOX RUN
GRAND JUNCTION CO 81505-8679

VALLEY MEADOWS HOA
SUE SHEA - PRESIDENT
2535 WESTWOOD DR
GRAND JUNCTION CO 81505-1047

VARDIMAN STEVEN
664 KAPOTA ST
GRAND JUNCTION CO 81505-1056

VELARDE RONALD D
VELARDE MARIAN C
2558 MCCOOK AVE
GRAND JUNCTION CO 81505-1052

WELLING MELINDA A
705 ESTATES BLVD
GRAND JUNCTION CO 81506-9599

WILKENS RANDALL
WILKENS SHAWN
662 KAPOTA ST
GRAND JUNCTION CO 81505-1056

WILLIAMS JAY A
CULLITON RHONDA L
2586 G RD
GRAND JUNCTION CO 81505-9537

WILLIAMS MARK N
WILLIAMS SUZANNE E
692 26 RD
GRAND JUNCTION CO 81506-1405

WILSON NATHANIEL B
WILSON LORI S
678 KAPOTA ST
GRAND JUNCTION CO 81505-3400

WOODBURY PETER D
WOODBURY SUSAN C
2582 GALLEY LN
GRAND JUNCTION CO 81505-1412

WOOLSEY WILLIAM
WOOLSEY JEANNE
677 TAHOE CIR
GRAND JUNCTION CO 81505-3401

WREN CASEY
WREN TONYA
677 26 RD
GRAND JUNCTION CO 81506-1409

SIGN IN SHEET
REZONE OF ROOTED GYPSY FARMS SUBDIVISION
TO R-2 ZONING

NAME	SIGNATURE	ADDRESS
Melanie Storter		687 Tahoe Cir.
Cathy Hulse		675 ~~Pe~~ Kapota St.

Exhibit D

SIGN IN SHEET
REZONE OF ROOTED GYPSY FARMS SUBDIVISION
TO R-2 ZONING

NAME	SIGNATURE	ADDRESS
Lloyd Quesenberry		2588 G Road
Lora Quesenberry		2588 G Rd
Sandra Adcox		682 Kapota St GJ
Martin Essman		684 Kapota St.
Charles D. Guenther		688 26 Rd 81506
Burgus		2576 Tahoe Dr. 81505
Mast		686 Kapota St
Mark Becknor		P.O. Box 2185, Co. 81502

City of Grand Junction
Fire Department New Development Fire Flow

Instructions: To process the application, the developer/applicant's engineer should first fill out all items in Section A, and then deliver/mail this form to the appropriate water purveyor.[1] Once the water supplier has signed and given the required information, deliver/mail the completed and fully signed form to the City or County Planning Department.[2]

SECTION A

Date: 8/23/2019
Project Name:
Project Street Address: 2591 G Road, Grand Junction, Colorado 81506
Assessor's Tax Parcel Number: 2945-031-00-014; 2945-031-072-001; 2945-031-072-002; 2945-031-00-201
Project Owner Name: Mark Beckner
City or County project file #: 2019-365

1. If the project includes one or more one or two-family dwelling(s):
   a. The maximum fire area [1] for each one or two family dwelling will be 4300 square feet.
   b. All dwelling units will [ ] will not [X] include an approved automatic sprinkler system.
   Comments:
   Two residences are constructed. One additional single residence will be built.
2. If the project includes a building other than one and two-family dwelling(s):
   a. List the fire area and type of construction for all buildings used to determine the minimum fire flow requirements:
   b. List each building that will be provided with an approved fire sprinkler system:
3. List the minimum fire flow required for this project (based on Appendix B and C):
   1000 g.p.m.
   Comments:

Note: Fire Flow Rule: The City's Fire Code[3] sets minimum fire flows for all structures and new development. In general, for single family dwellings, at least 1000 g.p.m. at 20 p.s.i. residual pressure must be continuously available at each structure. Duplex, other residential and all non-residential uses must have more fire flows in order to fight fires. Inadequate fire flows are normally due to water supply pipes that are too small or too little water pressure, or a combination of both.

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

[End of Section A. Section B continues on the reverse side of this page]

[1] Fire flow calculation area, 2012 IFC, B104.1 p 445.

City of Grand Junction
Fire Flow Form

SECTION B
[To be completed by the Water Supplier]

1. Circle the name of the water supplier: Ute Clifton Grand Junction

2. List the approximate location, type and size of supply lines for this project, or attach a map with the same information:

_____

3. List the g.p.m. at 20 p.s.i. residual pressure at the point that the development/project will be connected to the existing water system:

_____

4. Attach fire flow test data for the fire hydrants nearest to the development/project that must be used to determine available fire flow: _____
[Or: **1.)** attach a map or diagram with the same information, or **2.)** attach a map/diagram with flow modeling information.]

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

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

_____ Date: _____

****

Note: Based on the facts and circumstances, the Fire Chief may require the applicant/developer to engage an engineer[4] to verify/certify that the proposed water system improvements, as reflected in the approved utility plans submitted in support of the application/development, will provide the minimum fire flows to all structures in this project. If so, the engineer's signature below means that the City's Fire Flow requirements will be met by this development, if constructed as approved.

Print Name and License No. of P.E.: _____

Signature of P.E.: _____

Dated: _____

---

[1] There are three drinking water suppliers: Ute Water, Clifton Water and City water.
[2] Address: City – 333 West Ave, Bldg A, Grand Junction, CO 81501; County – PO Box 20000, Grand Junction, CO 81502
[3] International Fire Code, 2012 Edition
[4] City Code defines engineer as one who is licensed as a P.E. by the state of Colorado.

785559

GENERAL PROJECT DESCRIPTION
Lot Line Adjustment – 2575 G Road
Applicants: Mark Beckner & Kyle Berger
Representative: Larry Beckner

A. Project Description:

Location: The project is generally located at 2576 Tahoe Drive and 2591 G Road. The properties subject to this project are four tax parcels identified as 2945-031-00-014 (the residence of Mark and Sara Beckner ("Beckner Residence"), 2945-031-00-201 (a small triangular parcel owned by Augustine Blue Holdings, LLC, a company owned by Mark and Sara Beckner ("Augustine Parcel"), 2945-031-72-001 (Lot 1 Burnell Subdivision owned by Kyle and Hadassa Berger ("Lot 1 Burnell"), and 2945-031-72-002 (Lot 2 Burnell Subdivision owned by Mark Beckner ("Lot 2 Burnell"). The project calls for a change in the boundary lines of these four parcels to create four new parcels. The existing parcels are currently zoned R-R, R-E, R-1 and R-2. As a part of the boundary line adjustments all parcels are to be rezoned R-2.

Acreage: Total size of the project is 23.7acres. The existing four parcels will be configured into Lots 1 – 4 Augustine Blue Subdivision as described on the attached Plat identified as **Exhibit A**.

Proposed Use. The four reconfigured parcels are identified on the Plat as Lots 1 – 4 of Augustine Blue Subdivision. The size of each parcel is shown on the Plat. Attached is a rough drawing of the location of the 4 Lots. Lot 1 will be the location of the existing Berger residence and will continue to be used as a single family residence. Lot 2 will remain as farm land, will include the existing greenhouse in the NW corner and will be sold to the Bergers for the continued operations of Rooted Gypsy Farms. Lot 3 is one acre in size and will be sold to a third party for the construction of a single family residence. Lot 4 is the location of the existing Beckner residence and will continue to be used as a single family residence.

Public Facilities. Access to Lots 1, 2 and 3 will be via Tahoe Drive (Lot 2 will also continue to have access onto G Road). Lot4 (the Beckner residence) will continue to have its access directly from G Road. The public and community facilities are adequate to serve the type and scope of the land use proposed. The surrounding community will not be adversely impacted by this application and the change in zoning to R-2 will be compatible with the surrounding properties.

B. Public Benefit: There will be no change in the current use or density of the four new lots and the zoning change affects only the four properties subject to the lot line adjustment. All lots except for the Beckner Residence will have access through Tahoe Drive. The existing

Augustine Parcel is currently landlocked with no public access. Adjusting the boundaries will result in public access to all four parcels.

C. Neighborhood Meeting: The applicant held the Neighborhood Meeting on Tuesday, September 17 at 5:30 in the evening pursuant to notice provided to all neighbors. Attached as **Exhibit B** is a copy of the Neighborhood Meeting Notice that was mailed to all affected property owners and postmarked at least 10 days before the meeting date. **Exhibit C** is a copy of the mailing list as compiled by the City. Proper notice was provided and attached as **Exhibit D** is a copy of the sign-in list showing all people who attended the meeting.

D. Project Compliance, Compatibility and Impact.

1. *Compatible with existing policies.* The applicants seek to change all four parcels to an R-2 zone which will be compatible with the surrounding properties. This change complies with the City Master Plan for this property. Changes in the sizes and configurations of the various parcels will not adversely affect the surrounding properties and will allow for street and utility access to all four parcels.

2. *Surrounding Land Use.* The properties surrounding the subject parcels are single family residences on parcels ranging from approximately 0.26 acres to 5 acres. The surrounding properties are described in more detail as follows.

The property immediately to the north of Lot 1 Burnell is a single family residence on 2.80 acres (Mahoney Trust); the property immediately northwest of Lot 1, Burnell is a single family residence on 5 acres (Earl & Nancy Ritter); the property north of Lot 2 Burnell is a single family residence on 2.17 acres (Robert and Nancy Hackett) west of Lot 1 Burnell is a single family residence on 4.62 acres (James Grisier); property east of Lot 2 Burnell is a single family residence on 5.57 acres (Judy Golden); south of the Beckner Residence is a single family residence on 1.00 acre (Jay and Cindy Stanfield); southeast of the Beckner Residence is a single family residence on 2 acres (Jamie Mahoney); and property east of the Beckner Residence is a single family residence on 1.09 Michael Christensen). Adjoining Lot 2 of Burnell Subdivision to the west is Valley Meadows North Subdivision consisting of 36 subdivided lots with each lot containing approximately 0.26 acres.

3. *Site access and traffic patterns.* Access to the Beckner Residence on Lot 4 Augustine Blue Subdivision will continue to be from G Road. Access to Lots 1, 2 and 3 will be from Tahoe Drive. Tahoe Drive currently services Lots 1 and 2 of Burnell Subdivision.

4. *Utilities.* Lot 4 (the Beckner Residence) is serviced currently by all utilities and no additional utility extensions will be needed. Valley Meadows North has stubbed in utilities to the east end of Tahoe Drive. Fire hydrants are also located in Valley Meadows North. No new utility extensions will be needed to provide service to Lots 1, 2 and 3.

5. *Unusual Utility Demands.* The only new anticipated construction will be on Lot 3, Augustine Blue Subdivision. It is designated to be a single family residence.

6. *Effects on public facilities.* The only new public facilities, including access from Tahoe Drive, will be for the development of Lot 3 at the far south end of the project with the construction of one single family residence.

7. *Hours of Operation.* The reconfigured parcels will be for farming and single family residential use. No business, except for farming operations, will be conducted.

8. *Employees.* The business of Rooted Gypsy Farms is currently operated from the Berger residence and that business will continue. No additional business operations will occur as a result of this Petition.

9. *Signage.* None.

10. *Site Soils.* No soils studies will be done under this application.

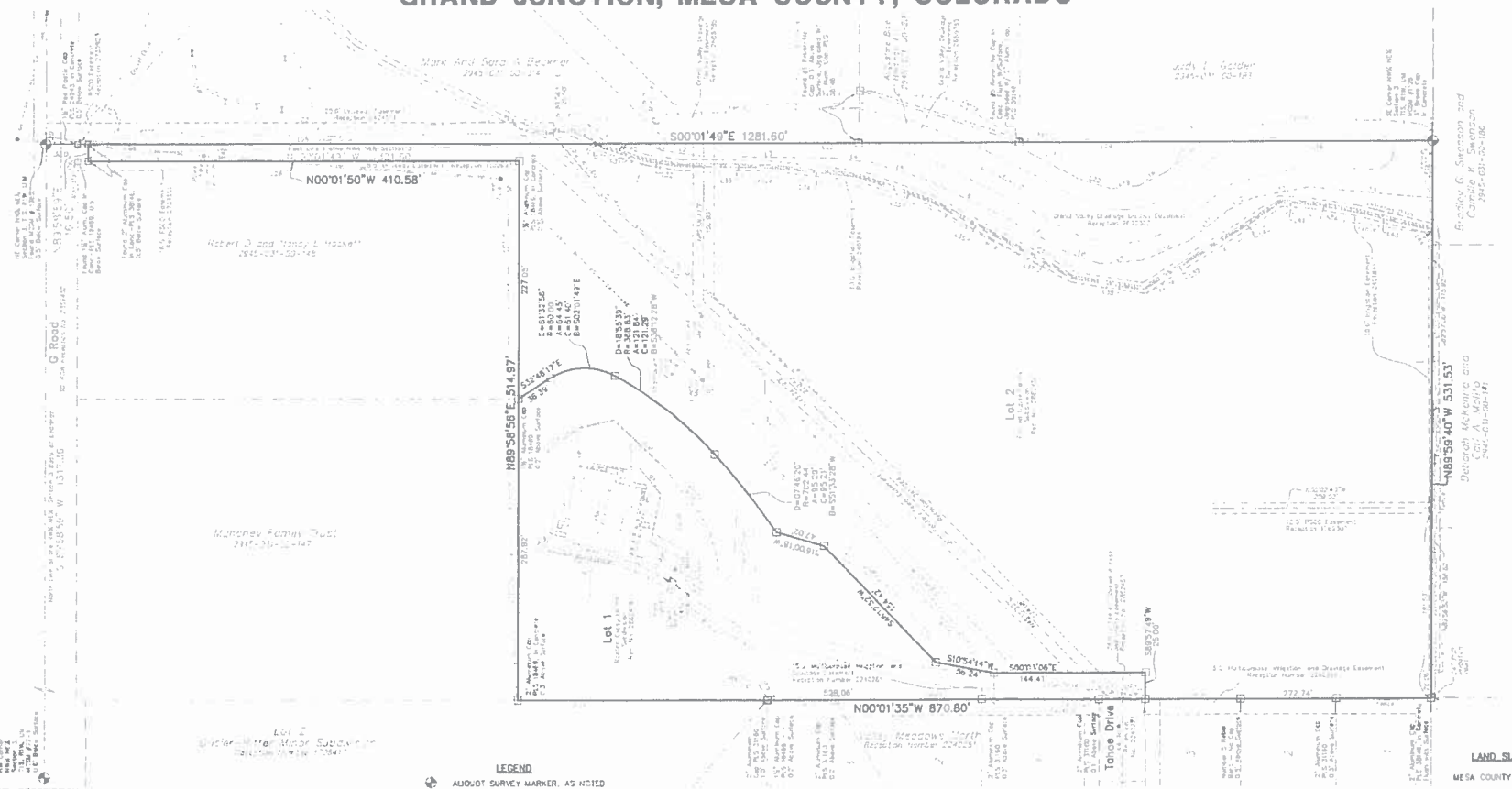
11. *Impact of Project on geology.* None.

Review Criteria:

The applicants have held the required neighborhood meeting. With the filing of this Application the project will be sent out for comments and a public hearing on the rezone will be held before the Planning Commission. The Planning Commission will make recommendations to the City Council which will make a final determination at a public hearing.

IMPROVEMENT SURVEY

LOTS 1 AND 2, ROOTED GYPSY FARMS SUBDIVISION, LOCATED IN NW1/4 NE1/4 SECTION 3, T1S, R1W, UTE MERIDIAN GRAND JUNCTION, MESA COUNTY, COLORADO



PROPERTY DESCRIPTION

That property located in the Northeast Quarter of the Northeast Quarter (NW¼ NE¼) Section 3, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

Lots 1 and 2, Rooted Gypsy Farms Subdivision, as shown at Reception Number 2862456 in the official records of the Clerk and Recorders Office, County of Mesa, State of Colorado.

GENERAL NOTES

Easement and Title information provided by Colorado Title & Closing Services, LLC, Order No. MS21902846 dated August 19, 2019 at 5:00 pm for Lot 1, Order No. MS21902491, dated August 8, 2019 at 5:00 pm for Lot 2 Rooted Gypsy Farms Subdivision.

Basis of bearings is the North Line of the NW¼ NE¼ Section 3 which bears South 89°58'56" West, a distance of 1317.36 feet, established by observation of the MCGPS control network, which is based on the NAD 83 datum for horizontal and NAD 88 datum (both monuments on this line are Aliquot Survey Markers as shown on the face of this plat.

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

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

LEGEND

- AQUOT SURVEY MARKER, AS NOTED
- FOUND 2" ALUMINUM CAP, PLS 38148, FLUSH UNLESS OTHERWISE NOTED
- SET 2" ALUMINUM CAP ON 24" No. 5 REBAR, PLS 38148 FLUSH WITH SURFACE UNLESS OTHERWISE NOTED

10' WC SE 10' = Distance WC = Witness Corner – SE = Direction

Rec RECEPTION NUMBER

Esmt EASEMENT

- OHE OVERHEAD ELECTRIC LINE
- GUY WIRE(S)
- FENCE (4' BARBED WIRE UNLESS OTHERWISE NOTED)
- POWER POLE
- WATER METER
- WATER VALVE
- CONCRETE
- ELECTRIC PEDESTAL OR BOX
- TELEPHONE PEDESTAL

SCALE: 1"=50'

0 25 50 100

SURVEYOR'S CERTIFICATION

I hereby certify that this plat represents a field survey completed under my direct supervision during August, 2018, and that both have been prepared under my direct supervision and represents a field survey of same. To the best of my knowledge and belief, this plat conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either expressed or implied.

J. Ben Elliott
COLORADO PROFESSIONAL LAND SURVEYOR
P.L.S. No. 38148

LAND SURVEY DEPOSITS

MESA COUNTY SURVEYOR'S OFFICE

BOOK _____ PAGE _____

DATE _____

DEPOSIT NO. _____

Prepared for:
Mark Beckner

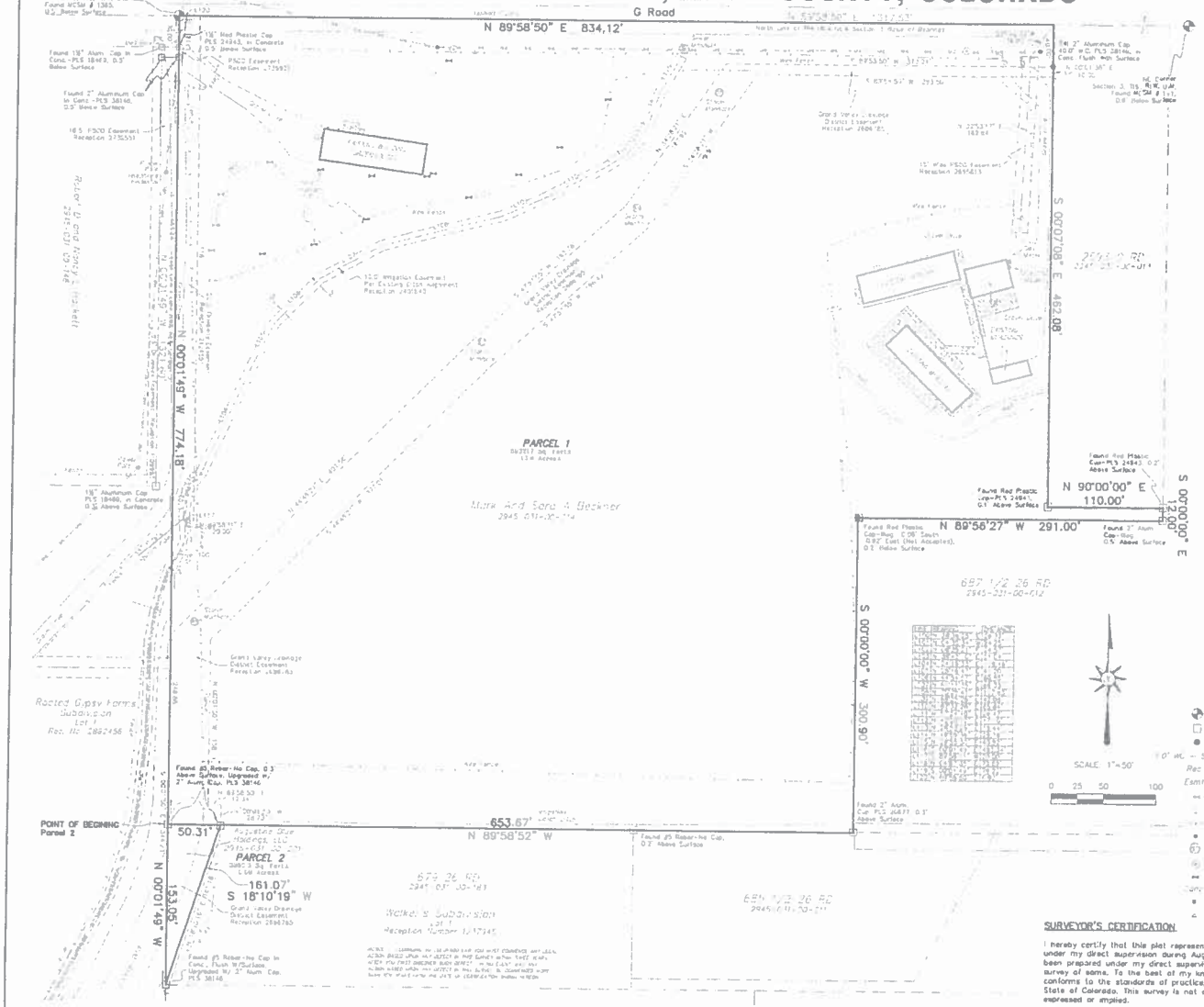
IMPROVEMENT SURVEY
NW¼ NE¼ SECTION 3
T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

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

PROJ NO. 18-86	SURVEYED	DRAWN	CHK'D	SHEET	OF
DATE: August, 2018	BO	MEW	BE	1	1

IMPROVEMENT SURVEY

PARCELS LOCATED IN THE
NE1/4 NE1/4 SECTION 3, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO



PROPERTY DESCRIPTION
PARCEL 1-2501 G RD

PER DEED RECEPTION #2834954

The North 1173 links of the NE¼NE¼ of Section 3, Township 1 South, Range 1 West of the Ute Meridian.

LESS AND EXCEPT Beginning at the Northeast Corner of the NE¼ of Section 3, Township 1 South, Range 1 West of the Ute Meridian;

THENCE South 774.18 feet,
- West 663.26 feet;
- North 300.1 feet;
- East 180.04 feet;
- North 474.15 feet;
- East 482.38 feet to the Point of Beginning;

AND LESS AND EXCEPT the South 12 feet of the following described tract:

Beginning at a point 372.38 feet West of the Northeast Corner of Section 3, Township 1 South, Range 1 West of the Ute Meridian;

THENCE South 474.18 feet;
- West 110 feet;
- North 474.18 feet;
- East 110 feet to the Point of Beginning

AS-SURVEYED:

That property located in the Northeast Quarter of the Northeast Quarter (NE¼ NE¼), Section 3, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the NW Corner of said NE¼ NE¼, whence the NE Corner of said NE¼ NE¼ bears North 89°58'50" East, a distance of 1317.53 feet and with all bearings contained herein, relative thereto; thence North 89°58'50" East, along the North line of said NE¼ NE¼, a distance of 834.12 feet; thence South 00°07'08" East, a distance of 462.08 feet; thence North 00°00'00" East, a distance of 110.00 feet; thence South 00°00'00" West, a distance of 12.00 feet; thence North 89°56'27" West, a distance of 291.00 feet; thence South 00°00'00" West, a distance of 300.90 feet, thence North 89°58'52" West, a distance of 653.67 feet, to a point on the West line of said NE¼ NE¼; thence along said West line, North 00°01'49" West, a distance of 774.18 feet to the POINT OF BEGINNING.

County of Mesa, State of Colorado

Containing 583,217 Square Feet, 13.61 Acres as described.

PROPERTY DESCRIPTION
TBD VACANT LAND-PARCEL 2

PER DEED RECEPTION #2698814

The North 4 ⅗ acres of the South 18 ⅗ acres of the NE¼NE¼ of Section 3, Township 1 South, Range 1 West of the Ute Meridian.

LESS AND EXCEPT Beginning at a point along the North boundary of the North 4.60 acres of the South 18.70 acres of the NE¼NE¼ of Section 3, more particularly described as being 774.18 feet South and 529.0 feet West of the Northeast corner of said Section 3, and running;

THENCE West along the said North boundary of a distance of 344.8 feet,
- South 141.8 feet;
- East 269.5 feet;
- North 28' East a distance of 160.6 feet to the point of beginning; AND

LESS AND EXCEPT all of WALKER'S SUBDIVISION recorded October 22, 1980 in Plat Book 12 at Page 327 as Reception No. 1237945.

AS-SURVEYED:

That property located in the Northeast Quarter of the Northeast Quarter (NE¼ NE¼), Section 3, Township 1 South, Range 1 West, of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the NW Corner of said NE¼ NE¼, whence the NE Corner of the said NE¼ NE¼ bears North 89°58'50" East, a distance of 1317.53 feet, with all bearings contained herein, relative thereto; thence South 00°01'49" East along the West line of said NE¼ NE¼, a distance of 774.18 feet, to the POINT OF BEGINNING; thence South 89°58'52" East, a distance of 50.31 feet; thence South 18°10'19" West, a distance of 161.07 feet to a point of the West line of said NE¼ NE¼, thence North 00°01'49" West, along said West line, a distance of 153.05 feet; to the POINT OF BEGINNING.

Containing 3,850 Square Feet, 0.09 Acres as described.

GENERAL NOTES

Easement and Title Information provided by Heritage Title Company, Inc., Policy No. CO-FFAH-IMP-81308-1-17-H0484522, dated March 13, 2017

Basis of bearings is the North Line of the NE¼ NE¼ Section 3, which bears South 89°58'50" East, a distance of 1317.53 feet, established by observation of the NCGPS control network, which is based on the NAD 83 datum. Both monuments on this line are Aliquot Survey Markers as shown on the face of this plat.

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

LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- FOUND EVIDENCE, AS NOTED
- SET 2" ALUMINUM CAP ON 24" No. 5 REBAR, PLS 38148 FLUSH WITH SURFACE UNLESS OTHERWISE NOTED
- 1.0' WC – SE 1.0' = Distance WC = Witness Corner – SE = Direction
- Rec RECEPTION NUMBER
- Esmt EASEMENT
- OVERHEAD ELECTRIC LINE
- GUY WIRE(S)
- FENCE (4' BARBED WIRE UNLESS OTHERWISE NOTED)
- POWER POLE
- STORM MANHOLE
- WATER METER
- WATER VALVE
- CONC CONCRETE
- ELECTRIC PEDESTAL OR BOX
- TELEPHONE PEDESTAL

SURVEYOR'S CERTIFICATION

I hereby certify that this plat represents a field survey completed under my direct supervision during August, 2018, and that both have been prepared under my direct supervision and represents a field survey of same. To the best of my knowledge and belief, this plat conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either expressed or implied.

J. Bee Elliott
COLORADO PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 38148

LAND SURVEY DEPOSITS

MESA COUNTY SURVEYOR'S OFFICE

BOOK _____ PAGE _____

DATE _____

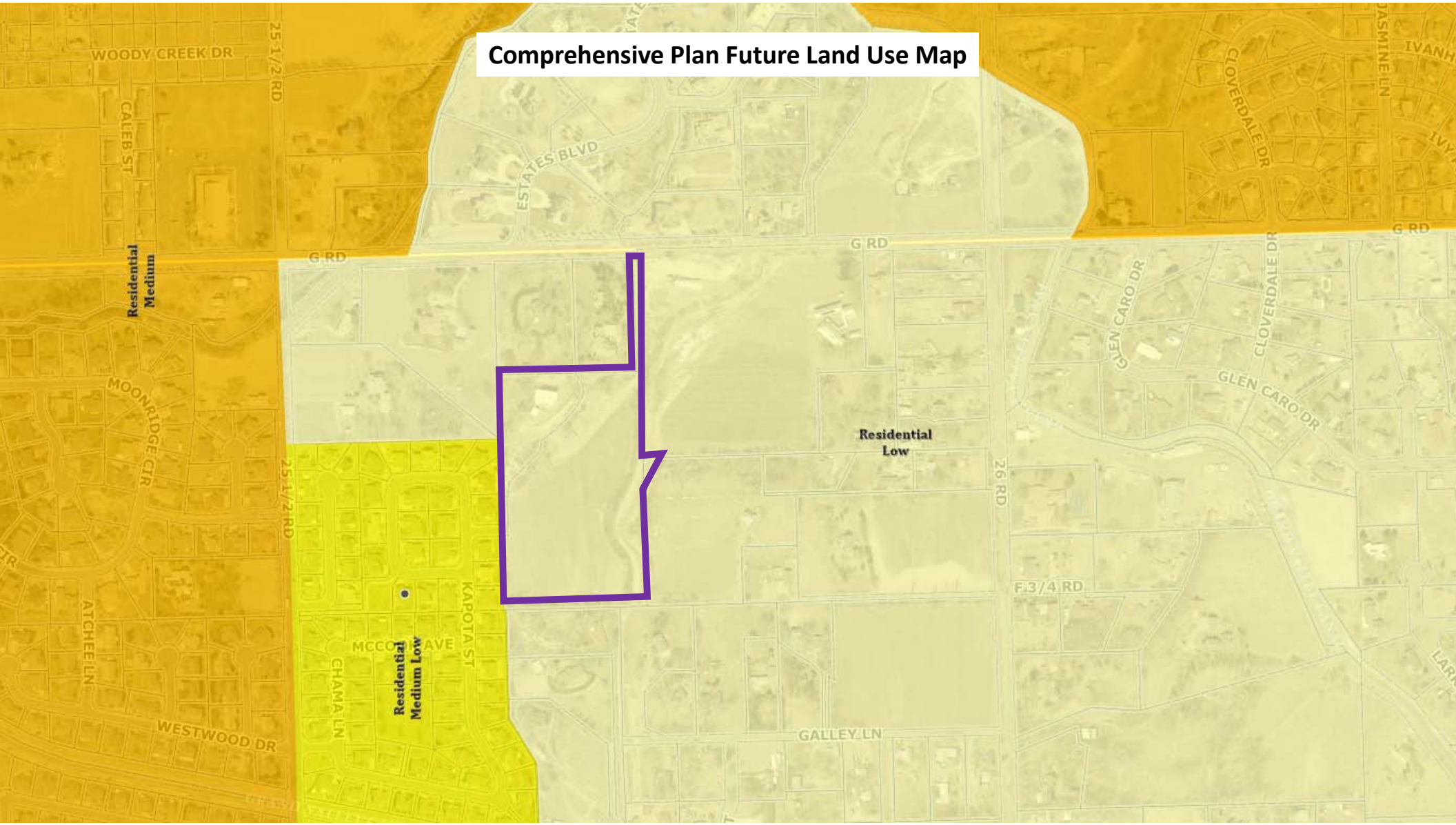
DEPOSIT NO. _____

Prepared for: Mark Beckner

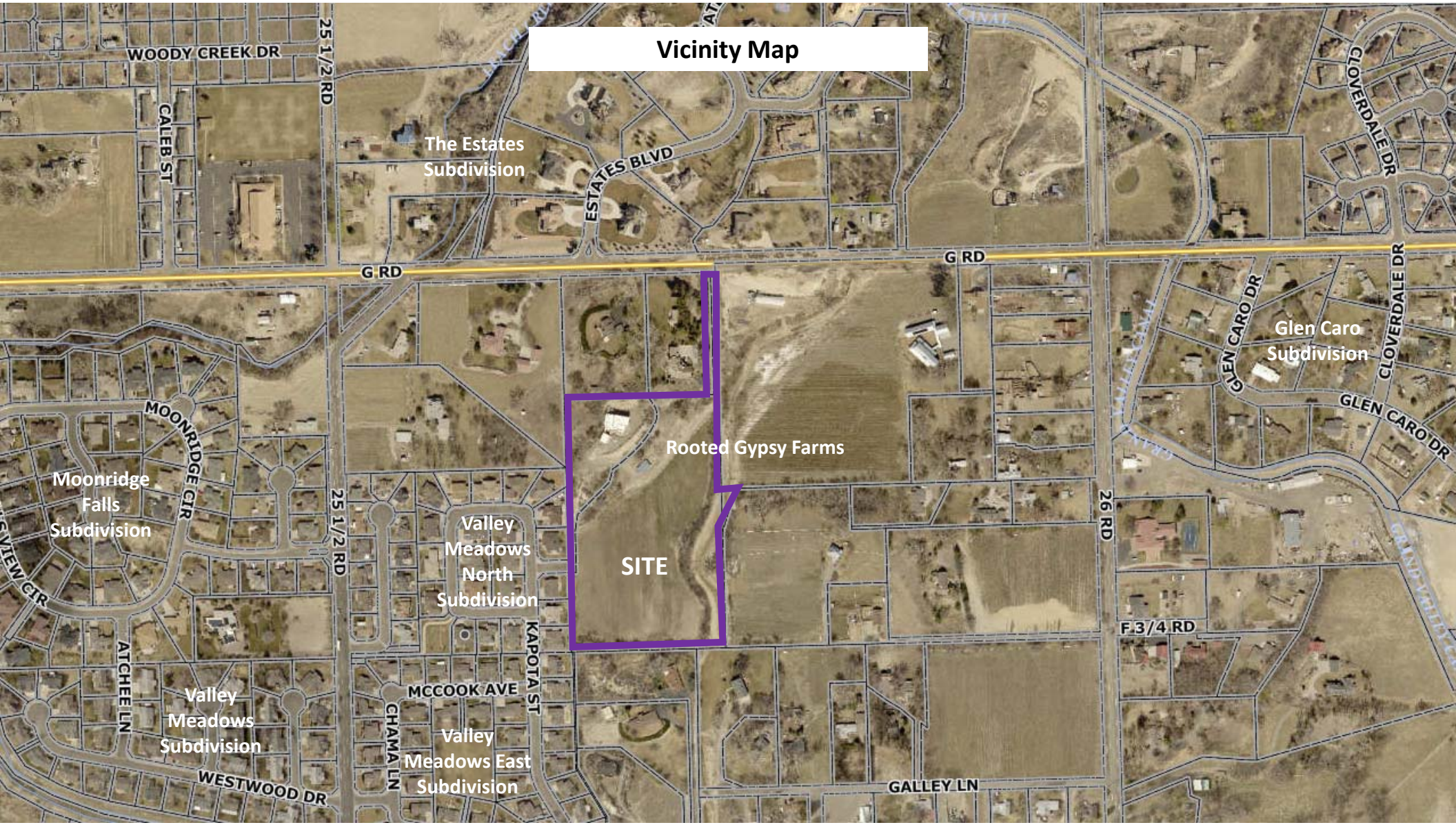
IMPROVEMENT SURVEY
NE¼ NE¼ SECTION 3,
T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC
1673 Highway 50, Unit C
Grand Junction, Colorado 81503
Telephone: 970-254-8849 Fax 970-241-0451

PROJ NO 19-88	SURVEYED	DRAWN	CHKD	SHEET	OF
DATE AUG31, 2018	BO	MDM	BE	1	1


Comprehensive Plan Future Land Use Map
WOODY CREEK DR
25 1/2 RD
CALEB ST
Residential Medium
ESTATES BLVD
G RD
CLOVERDALE DR
IVANH
JASMINE LN
GLEN CARO DR
MOONRIDGE CIR
Residential Low
26 RD
F 3/4 RD
ATCHEE LN
WESTWOOD DR
CHAMA LN
Residential Medium Low
KAPOTA ST
GALLEY LN

Existing City Zoning Map


Vicinity Map
WOODY CREEK DR
25 1/2 RD
CALEB ST
The Estates Subdivision
ESTATES BLVD
G RD
G RD
CLOVERDALE DR
GLEN CARO DR
Glen Caro Subdivision
CLOVERDALE DR
GLEN CARO DR
MOONRIDGE CIR
Moonridge Falls Subdivision
Rooted Gypsy Farms
SITE
25 1/2 RD
Valley Meadows North Subdivision
26 RD
F 3/4 RD
VIEW CIR
ATCHEE LN
Valley Meadows Subdivision
MCCOOK AVE
CHAMA LN
KAPOTA ST
Valley Meadows East Subdivision
WESTWOOD DR
GALLEY LN

Lance Gloss

From: Sandra Adcox <skadcox@msn.com>
Sent: Monday, April 13, 2020 11:58 PM
To: Lance Gloss
Subject: Augustine Blue Rezone

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

I believe the public hearing is scheduled for April 14?

I do have one question…. is Rooted Gypsy considered part of the “rural" block of land? Has it been zoned as a commercial property? The new construction taking place behind the existing Rooted Gypsy building seems to indicate that there may be more commercial activities taking place in the future.

Traffic has been heavy, as has been dirt and dust from the road. I have a motion camera, and on some days there are more than 20 vehicles that drive in or out of the property on the road by my fence. You stated that the distribution center was relocated… but the traffic is still heavy. There has been a lot of large construction trucks going to the vegetable stand, as well a many other personal vehicles. It appears some vehicles do leave by the old road that connects to G Road, but it seems that the majority drive on Tahoe.

As stated before, I do have concern about the increasing commercial traffic going through our neighborhood, which ultimately goes behind my fence, a few feet from my patio. As mentioned, the traffic causes a great amount of airborne dust, and because of that, the furniture and patio are not usable until they are hosed off.

I am also concerned about the open ditch behind my fence, which is the perfect environment for a tall weeds and grasses. I have tried to keep them pulled up and cut down on my side of the ditch, but simply can’t keep up with it. The moisture in the dirt from the ditch caused my fence to lean in last year, and cost me $1500 to have it stabilized and road base pounded in. (Also, somehow during the process of the removal of the old barbed wire fence on the property line, my vinyl fence suffered a hole.)

I realize my comments and concerns will not make a difference — I’m just one person. However, my property has been impacted by the changes in Rooted Gypsy and the Berger residence. Others in the neighborhood are not aware what goes on behind my fence.

I’ve never understood why a residence would not access their private property from G Road, as all other residences on G Road do, or why it had to snake through a neighborhood. I’m also not clear on why a commercial entity would have a route through a neighborhood.

You know my concerns - and thanks for listening again.

Sandra Adcox
682 Kapota St

Lance Gloss

From: Sandra Adcox <skadcox@msn.com>
Sent: Tuesday, April 14, 2020 10:32 AM
To: Lance Gloss
Subject: Augustine Blue..

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

Thanks again for your kind response, and tolerating my frustration. I do appreciate you.

I may have to back-pedal on my statement about the construction that is taking place behind the Rooted Gypsy site since I can only see it from my yard, and I am honestly unsure what is happening there. However, due to the kind of trucks (see pics below for some examples, including one of a USIC truck which locates underground utilities), and the number of vehicles at the location, it "appears" that something is being built, and requires a lot of people on site. Based on their website, Rooted Gypsy appears to be a commercial business, whether or not the main distribution is at this location. The number of personal vehicles on a daily basis lead me to assume there is a business operation at this site. I will stand corrected if I have assumed too much.

The traffic from Rooted Gypsy trucks is less, altho they do still use the road, as well as G Road it seems.

This letter has the same theme as my last letter to you — I am just very frustrated with the amount of traffic that is on the dirt road behind my fence — The traffic is not what I would consider typical residential traffic, and there is usually significant activity and vehicles at Rooted Gypsy. (Ironically, today there are not as many vehicles at the site, but one of my pictures below shows the traffic that is often there.)

The pictures below show some of the traffic behind my house. Bergers recently did a burn, and a GJ Fire Department truck, which entered from G Road, exited on the road behind my house, with great caution. I have seen FedEx and Waste Management trucks back down that hill to try to leave the property. Turning the corner onto Tahoe is tricky for a big truck. I don't believe the answer is to make the road larger to accommodate larger vehicles— it seems logical that they should not be using a neighborhood to access that property. OK - enough said, since you said it is a "done deal"..

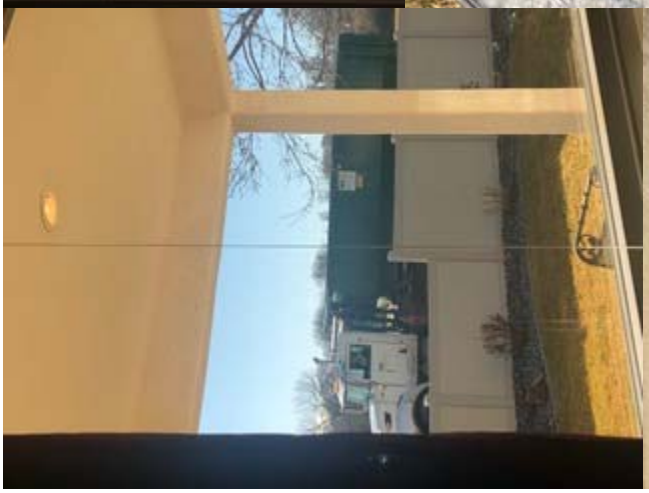
And thanks in advance for listening to me repeat myself regarding the G Road entrance (and I do acknowledge your explanation, but just don't understand it). As you know, all other residences on G Road use it as their entrance. Just not sure why one house's entrance is suddenly considered more unsafe than any other (unless it was for Rooted Gypsy deliveries and a planned subdivision?), and why the Berger residence had to create another entrance through a neighborhood while all other homes up and down G road still use it as their entrance.

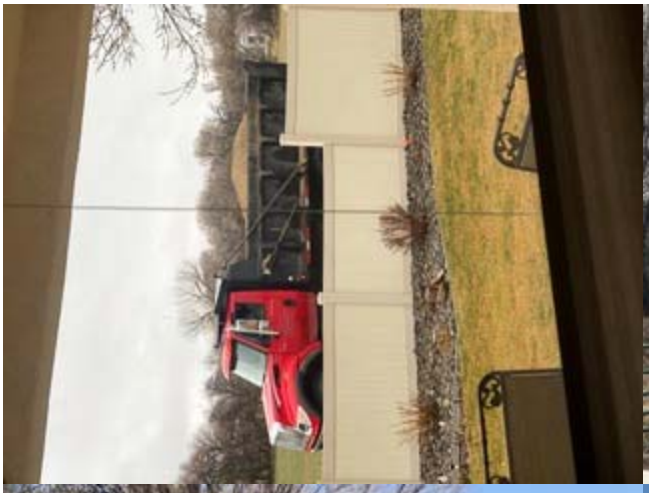
I do understand that the new building sites on the Berger land need to have an access, but not sure why their subdivision plan didn't allow for building roads into their land without going through a neighborhood. As the subdivision continues to grow, will the water/sewer tap into our neighborhoods lines? Or will they have well and septic? I was told when I purchased my property that, in the future, if the open land were to be developed, it would have it's own infrastructure, independent of ours in this neighborhood. In fact, I was also advised that is one reason the land had not been developed because an investor would have to pay for the infrastructure — water, sewer, roads, electricity, and it would be an expensive endeavor…. However, it appears this may have been accomplished by just developing a lot or two at a time, and avoiding having to do more planning and cause more expense.

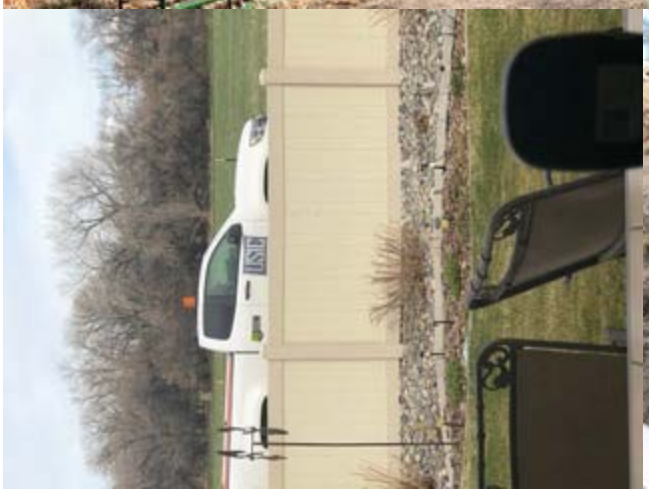
Bergers are landscaping the hill behind Essman's house, — I have no issue with that, as it will likely look better than the brush on the hillside that was there.. The picture of the load of rocks has gone into that project.

Thanks again for your response, and hopefully I don't appear to be a grumpy, critical neighbor. That is not my intention. I do have concerns for safety in/out of the Berger/RG site through a neighborhood, and now for a subdivision. And as stated many times, the dirt and dust from the road, and open ditch (shown in last picture) cause frustration. I will contact Mike Ferguson regarding the dust. If you have a contact name regarding the open ditch, that will be helpful as well. Note - I am not financially able to pursue an action to address this situation.

Have a good day - stay safe.
Sandra Adcox







GRAND JUNCTION PLANNING COMMISSION
April 14, 2020 MINUTES
6:00 p.m.

The meeting of the Planning Commission was called to order at 6:00 p.m. by Chairman Christian Reece.

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

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Kristen Ashbeck (Principal Planner), Scott Peterson (Senior Planner), Landon Hawes (Senior Planner), Lance Gloss (Associate Planner), and Isabella Vaz (Planning Technician).

This meeting was conducted virtually and is available via livestream video.

REGULAR AGENDA

1. **Minutes of Previous Meeting(s)**

The Planning Commission reviewed the meeting minutes from the February 25, 2020 and the April 9, 2020 meeting.

Commissioner Wade moved to approve the minutes as presented. Commissioner Susuras seconded the motion.

The motion carried unanimously 7-0.

2. **27 ½ Road Right-of-Way Vacation File # ZCA-2019-459**

Consider a request by Eddy at Grand JCT, LLC to Vacate a 25-foot-wide by 400 lineal foot Portion of the undeveloped 27 ½ Road Public Right-of-Way (ROW) abutting the eastern property line of the property located at approximately 347 27 ½ Road.

Staff Presentation

Landon Hawes, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org

Questions for Staff

There was discussion regarding access to the Colorado River and pedestrian and utility easements.

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Applicant's Presentation
The Applicant's representative, Ted Ciavonne, was virtually present in the meeting. Mr. Ciavonne did not supply a presentation but was available for questions.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No public comment was received.

The public hearing was closed at 6:31 p.m. on April 14, 2020.

Discussion
Commissioner Ehlers asked for clarification regarding the pedestrian easements.

Ms. Jamie Beard suggested adding a second condition that with the vacation of the right-of-way, a pedestrian access easement is retained comparable to the pedestrian access easement that already exists on the abutting properties and comparable in size and location

Motion and Vote
Commissioner Wade made the following motion, "Madam Chair, on the request for right of way vacation for an approximate 25 foot by 400 lineal foot portion of the undeveloped 27 ½ Road abutting the eastern property line of that property located at 347 27 ½ Road, City file number VAC-2019-459, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact and conditions as listed in the staff report."

Commissioner Susuras seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Chairman Reece YES

The motion carried 7-0.

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3. Pinnacle Ridge Extension Request SUB-2015-120; SUB-2017-273

Consider a request by Two R & D LLC, to extend for two additional years the approved Preliminary Plan and Filing 2 Plat for the Pinnacle Ridge Subdivision located East of Mariposa Drive near W. Ridges Blvd.

Staff Presentation

Scott Peterson, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff

There was discussion regarding the extension process as described in the Code and the timeline for this general type of request/project.

Applicant's Presentation

The Applicant's representative, Robert Jones II, Vortex Engineering, was virtually present in the meeting. Mr. Jones did not supply a presentation but was available for questions.

Questions for Applicant

Commissioner Wade asked a question regarding the applicant's intention to complete filings 1 and 2. Mr. Jones responded.

Commissioner Susuras asked a question regarding the reason for the projects being put on hold and if it has to do with the economic insecurity the pandemic has caused. Mr. Jones responded.

Public Comment

The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

Public comment was received from Mark Gardner, Mary Orn, and Bradley Brian. One additional comment that was received by Richard Wihera at 5:59 p.m. and was read into the record by Tamra Allen at 6:50 p.m.

Mr. Jones responded to the public comment that was received.

The public hearing was closed at 6:54 p.m. on April 14, 2020.

Questions for Applicant

None.

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Questions for Staff
None.

Discussion
Commissioner Wade made a comment regarding the request.

Commissioners Gatseos made a comment regarding the request and asked Ms. Beard about a clause asking the developer report back in 12 months. Ms. Beard responded.

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

Ms. Allen clarified that the Planning Commission is the final decision maker on this item and it is not a recommendation to City Council.

Motion and Vote
Commissioner Gatseos made the following motion, "Madam Chairman, on the Pinnacle Ridge Subdivision request to amend the expiration dates of the approved Preliminary Plan and Filing 2 recording date, City file numbers SUB-2015-120 and SUB-2017-273, I move that the Planning Commission approve the requested two year extension for the Preliminary Plan until April 19, 2022 and a two year extension for Filing 2 until December 11, 2022."

Commissioner Susuras seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

4. Augustine Blue Rezone File # RZN-2020-110

Consider a Request by Kyle Berger and Mark Beckner to Rezone Three Properties of a Total of 10.86 acres Currently in R-1 (Residential - 1 du/ac), R-E (Residential - Estate), and R-R (Residential - Rural) Zone Districts to an R-2 (Residential - 2 du/ac) Zone District located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property.

Commissioner Teske recused himself from this item.

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Staff Presentation
Lance Gloss, Associate Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Chairman Reece asked a question regarding access to the property.

Commissioner Wade asked a question regarding the business Rooted Gypsy.

Applicant's Presentation
The Applicant, Mark Beckner, did not submit a presentation but was present and available for questions.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

Public comment was received from Sandra Adcox. No additional comment was submitted.

The public hearing was closed at 7:17 p.m. on April 14, 2020.

Discussion
Commissioner Gatseos asked a question regarding the rezone criteria that have been met.

Commissioner Ehlers asked a question regarding the rezone application versus the subdivision application. Commissioner Ehlers made a comment on the administrative subdivision process.

Motion and Vote
Commissioner Scissors made the following motion, "Madam Chairman, on the Rezone request RZN-2019-585, I move that the Planning Commission forward a recommendation of approval for the rezone of three parcels at 2576 Tahoe Drive, 2574 Tahoe Drive, and an adjacent unaddressed parcel from a R-E (Residential – Estate), R-R (Residential – Rural), and R-1 (Residential – 1 du/ac) zone district to a R-2 (Residential, 2 du/ac) zone district, with the findings of fact listed in the staff report."

Commissioner Susuras seconded the motion. Chairman Reece called a roll call vote:

Commissioner Ehlers YES

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Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Wade YES
Chairman Reece YES

The motion carried 6-0.

5. The Riverfront at Dos Rios Rezone to PD and ODP File # PLD-2020-121

Consider a request by the City of Grand Junction for a Rezone/Amendment to the Planned Development (PD) zone district and Outline Development Plan (ODP) for the Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue.

Staff Presentation

Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff

Commissioner Reece asked a question regarding the location's relationship to the railyard.

Commissioner Ehlers asked a question regarding the original plan.

Commissioner Reece asked a question regarding access.

Public Comment

The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

Public comment was received from Mary Morfin. No additional public comment was received.

The public hearing was closed at 7:29 p.m. on April 14, 2020.

Discussion

None.

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Motion and Vote
Commissioner Wade made the following motion, "Madam Chairman, on the Rezone and Amendment to Planned Development (PD) with a BP (Business Park) default zone district and an Outline Development Plan for a mixed use development known as the Riverfront at Dos Rios, file number PLD-2020-121, 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 Gatseos seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

6. Goose Down Right-of-Way Vacation File # VAC-2020-51

Consider a request by Terry DeHerrera to Vacate an approximate 30-foot wide by 675-feet long portion of 29 5/8 Road abutting the Northeastern Property Line of the Property Located at 359 29 5/8 Road.

Staff Presentation
Scott Peterson, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff
Commissioner Scissors asked a question regarding Item 4 in the Analysis, especially as it pertains to the safety aspect and the public comments that were received.

Chairman Reece asked a question regarding the 30-foot right-of-way and the plans for it in the future.

Commissioner Gatseos asked a question about the access to 29 ½ Road.

Applicant's Presentation
The Applicant's representative, Ted Ciavonne, was virtually present in the meeting. Mr. Ciavonne did not supply a presentation but was available for questions.

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Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

Public comment was received from Mark Gardner, Ed Gardner, Bruce Queen, and Brianne Leota. No additional public comment was received.

The public hearing was closed at 7:43 p.m. on April 14, 2020.

Discussion
None.

Motion and Vote
Commissioner Gatseos made the following motion, "Madam Chairman, on the request to Vacate an approximate 675 lineal foot portion of 29 5/8 Road, located at 359 29 5/8 Road, City file number VAC-2020-51, 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 Ehlers seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

7. Zoning Code Amendment – Planned Developments File # ZCA-2020-121
Consider a Request by the City of Grand Junction to Amend Title 21 of the Grand Junction Municipal Code to modify and clarify provisions governing the Planned Development (PD) Zone District.

Staff Presentation
Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

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Questions for Staff
None.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

Public comment was received by Ted Ciavonne.

The public hearing was closed at 7:50 p.m. on April 14, 2020.

Discussion
Chairman Reece and Commissioners Ehlers and Scissors stated their support for the proposed amendments

Motion and Vote
Commissioner Scissors made the following motion, "Madam Chair, on the Zoning and Development Code Amendments, ZCA-2020-121, I move that the Planning Commission forward a recommendation of approval with the findings of fact as listed in the staff report."

Commissioner Wade seconded the motion. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

8. Zoning Code Amendment – B-1 Setback Reduction File # ZCA-2020-172
Consider a request by the City of Grand Junction to amend Title 21 of the Grand Junction Municipal Code regarding setbacks in the B-1: Neighborhood Business Zone District.

Staff Presentation
Landon Hawes, Senior Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

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Questions for Staff
Chairman Reece stated that this is an item the Planning Commission has workshopped and reviewed for the past few weeks.

Public Comment
The public hearing was opened at 8 a.m. on Friday, April 10, 2020 via www.GJSpeaks.org and was available until the close of this public comment portion of the hearing. Option for public comment via voicemail was also available starting Friday, April 10, 2020 as described on the meeting notice as well as the agenda.

No public comment was received.

The public hearing was closed at 7:56 p.m. on April 14, 2020.

Discussion
None.

Motion and Vote
Commissioner Wade made the following motion, "Madam Chair, on the B-1 setback reduction, City file number ZCA-2020-172, 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. Chairman Reece took a roll call vote:

Commissioner Ehlers YES
Commissioner Gatseos YES
Commissioner Scissors YES
Commissioner Susuras YES
Commissioner Teske YES
Commissioner Wade YES
Commissioner Reece YES

The motion carried 7-0.

9. Other Business
None.

10. Adjournment
The meeting was adjourned at 8:00 p.m.

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CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING AUGUSTINE BLUE, BECKNER, AND BERGER PROPERTIES FROM R-E (RESIDENTIAL – ESTATE), R-R (RESIDENTIAL – RURAL), AND R-1 (RESIDENTIAL – 1 DU/AC) TO R-2 (RESIDENTIAL – 2 DU/AC)

LOCATED AT 2574 TAHOE DRIVE, 2576 TAHOE DRIVE, AND AN ADJACENT UNNADDRESSED PARCEL

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 Augustine Blue Holdings, LLC, Mark Beckner, and Kyle and Hadassa Berger properties to the R-2 (Residential – 2 du/ac) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Residential Low (0.5 – 2 du/ac) of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-2 (Residential – 2 du/ac) zone district 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 properties legally described as and listed below shall be zoned R-2 (Residential – 2 du/ac):

LOT 1 ROOTED GYPSY FARMS SUB LOCATED IN SEC 3 1S 1W UM RECORDED AT RECPT NO 2862456 MESA CO RECDS - 2.03 AC

AND

LOT 2 ROOTED GYPSY FARMS SUB LOCATED IN SEC 3 1S 1W UM RECORDED AT RECPT NO 2862456 MESA CO RECDS - 8.75 AC

AND

N 4.60AC OF S 16.60AC 0F NE4NE4 SEC 3 1S 1W EXC BEG 774.18FT S & 529FT W OF NE COR SD SEC 3 W 344.9FT S 141.8FT E 269.5FT N 28DEG E 160.6FT TO BEG & ALSO EXC WALKER'S SUBDIVISION-0.09AC

Introduced on first reading this 20th day of November, 2019 and ordered published in pamphlet form.

Adopted on second reading this 4th day of May 2020 and ordered published in pamphlet form.

ATTEST:

_____ _____

City Clerk Mayor

Grand Junction City Council

Regular Session

Item #5.b.ii.

Meeting Date: May 6, 2020

Presented By: Trent Prall, Public Works Director

Department: Public Works - Engineering

Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

A Resolution to Create Alley Improvement District No. ST-20

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~~ May 6, 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~~ May 7, 2020	3.	City Manager 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 $105,000 and the property owners portion is $43,640.63. This project is in the 2020 Adopted Budget for the .75% Sales Tax Capital Improvement Plan.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 23-20, 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.

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 17th day of February, 1997, and as established by City Resolution No. 57-99, passed and adopted on the 21st day of April, 1999, and as established by City Ordinance No. 4280, passed and adopted on the 20th 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 19th 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 May, 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	32.813	1,640.63
Carmen Cabrerra	50	19.688	984.38
** Bill J. Sparks	50	32.813	1,640.63
** George E. & Debra L. Preuss	50	65.625	3,281.25
** Todd & Miyoung Taylor	50	32.813	1,640.63
** Joshua J. Ketellapper	50	32.813	1,640.63
** The Ramstetter Family Trust	50	65.625	3,281.25
Emery Telecommunications & Video, Inc.	50	65.625	3,281.25
** George E. & Debra L. Preuss	250	65.625	16,406.25
** The Ramstetter Family Trust	100	65.625	6,562.50
** Desert Auto LLC	50	65.625	3,281.25
ASSESSABLE FOOTAGE TOTAL	800		43,640.63

** indicates owners in favor of the district are 8/11, or 73%, and comprise 81% of the assessable footage

Estimated Cost to Construct	$ 105,000.00
Absolute Cost to Owners	$ 43,650.63
Estimated Cost to City	$ 61,359.38

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

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 4th, 2020 @ 11:01am

Full Name	CYNTHIA CATANESE
Phone Number - Please include if you would like to receive a call back regarding your comments.	(970)424-5299
Citizen Comments	The vaccine is in the beginning stages of development for the COVID-19. The Airforce flew over the college that is working on this so I am sure they got what is necessary to proceed. These people are in quarantine under a physician with there lives on the line to see if this works, these are adults that signed agreements as to press to charges should something happen that it does not work for them, there could be other conditions, so until they prove this is safe for the public will it be released to the public. This last year there were 4 strands of the flu in the vaccine shot. I encourage those who are adults to get vaccinated before the Christmas rush. I also encourage people to contact there physicians when there is problems and stay at home if your getting a cold and feel ill. Primary infections need to be cleared up to prevent major infections from developing. So if your feeling ill or someone in your house is feeling ill, make a doctors appointment if it does not clear up in a day or two. Go for a follow up. Treating small infections is another way we prevent epidemics. Do what you have to do and get home and take care of yourselves and your families. Listen to the Governor as not all states and cities have the same rate of infections. Businesses will be opening soon. Stay blessed and take care. I ask that vaccine records be submitted into school records for admittance. This prevents much with the risk of diseases with our children. Go with you Health Departments recommendations concerning vaccine recommendations. Pediatricians, physicians and CDC also has scheduled times when vaccines should be given. If you do not agree with vaccinating your children I ask that you study in the way that this helps to prevent diseases. Thank you kindly. Stay well and blessed. Much thanks to all that serve. Be patient as the community returns to normal. Thanks again. This is all I have to say.
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	
An Ordinance to Renew the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications	
A. An Emergency Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado OR IF NOT APPROVED B. An Ordinance to Make a	

Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado

An Ordinance Making Supplemental Appropriations for the 2020 Budget for the City of Grand Junction

An Ordinance to Make a Supplemental Appropriation of $387,000 from the City General Fund Reserve to Support the HomewardBound Homeless Shelter and the #GJStrong Fund in the City of Grand Junction, Colorado

An Emergency Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications

An Ordinance Rezoning Three Properties of a Total of 10.86 Acres Currently in R1 (Residential 1 du/ac), RE (Residential Estate), and RR (Residential Rural) Zone Districts to an R2 (Residential 2 du/ac) Zone District Located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property

A Resolution to Create Alley Improvement District No. ST20

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 4th, 2020 @ 7:29pm

Full Name	Jane Grace
Phone Number - Please include if you would like to receive a call back regarding your comments.	9702162774
Citizen Comments	Hello. Why does Walmart not limit customers in their store? Churches with memberships of 1500 still can only allow 50 people Home Depot is abiding by the rule. You can see people lined up waiting to get in . Walmart City Market Loews all need to set good examples Theo are over 100 cars at all these places today And more than 1/2 are not wearing masks. Common on. Do what is right !!
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	
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An Ordinance to Make a Supplemental Appropriation of $387,000 from the City General Fund Reserve to Support the HomewardBound Homeless	

Shelter and the #GJStrong Fund in the City of Grand Junction, Colorado

An Emergency Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications

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A Resolution to Create Alley Improvement District No. ST20

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 5th, 2020 @ 12:48pm

Full Name	Colleen Welch
Phone Number - Please include if you would like to receive a call back regarding your comments.	5056603165
Citizen Comments	After living at 27 3/8 and Laguna (off of Unaweep) for two years, dealing with being in a construction zone (OMMS and now the field work behind the pool, and the worst being the car racing on 27 3/8 between Unaweep and Eagle Rim Park I am wondering just how long or what it will take for GJ to install speed bumps on 27 3/8. Perhaps a death? A pedestrian or cyclist killed by speeding idiots? In the winter there is not an issue since these people don't go out. But from March through the fall they speed on this road and gun their extremely loud engines. This is a highly public area with the middle school, the pool the park and the neighborhood. Isn't it your responsibility to help provide for safe neighborhoods? The cops don't do anything. I've already contacted them. There is an elementary school bus stop on this road also, but a softer, wide speed bump could accommodate the bus. A few of these bumps could go a long way in making this road safe which it is NOT at this time. We also have the school construction trucks driving too fast at this time as well. I've called D-51 on that issue, but the trucks still go over posted 25 mph.
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	
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A Resolution to Create Alley Improvement District No. ST20

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 6th, 2020 @ 10:22am

Full Name	Trisa Mannion
Phone Number - Please include if you would like to receive a call back regarding your comments.	
Citizen Comments	I am speaking to you tonight to convince you that it is time for you to lift the onerous restrictions placed on public participation at your meetings. I am unable to understand your logic. You allow citizens to attend your meetings but require that anything they might have to say has to be submitted in advance. It may be that you fear that the virus might be transmitted from speaker to speaker through the microphone they speak into. There are a number of ways that this perceived problem can be addressed. The simplest way is to station an employee near the microphone whose job would be to sanitize the microphone after each person speaks. Another solution would be to provide the public with two hand-held microphones. When the first speaker finishes, the second microphone can be used by the second speaker while a staff member sanitizes the first one or simply use a plastic cover. While your system for general citizen comments is awkward and stifling, the bigger problem is how you handle public hearings. Historically, the public has been able to listen to staff explanations and Council discussion before speaking to the Council. Under the new policy, citizens are required to comment before they hear the whole story. The most valuable public comment would obviously be made after hearing what the Council is hearing. There may very well be members in the audience tonight who would like to speak on public hearings items. They may or may not have submitted written comments to read by the City Clerk. Please consider asking audience members to speak after hearing what staff and Council have to say. This policy may have made sense several weeks ago, but things have changed. Does it make sense that up to 50 people can attend and participate in church services? Mesa County allows direct participation by the public. At the May 4 Commissioner meeting, Public Health Director Jeff Kuhr used the same podium and microphone that was used by a number of other people. If there was any real danger of sharing a microphone, wouldn't he be the first person to raise alarm? Thank you for listening to my concerns about allowing in-person comments.
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	
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A Resolution to Create Alley Improvement District No. ST20

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 6th, 2020 @ 12:03pm

Full Name	Scott Bellfuss
Phone Number - Please include if you would like to receive a call back regarding your comments.	9702502838
Citizen Comments	
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	I'm not sure what this is going to cover, but the ticket system the city requires to buy a beer at street events is archaic. Good grief, cut the lines and let people have some fun instead of standing in lines to buy tickets. Stop trying to over manage people trying to have a little fun!
An Ordinance to Renew the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications	Wth no discussion, input or RFP, out Spectrum broadband monopoly will be approved for the next 10 years. Not long ago, we had a major discussion about the shortcomings of our broadband service and the need for improving it to make GJ more competitive. As nothing was resolved during that discussion, here we sit with an aging system that we all rely on even more now as we shelter and work from home. To commit us to another 10 years with substandard service without lifting so much as a finger to explore other options is strange to your citizens. As a former senior property marketing manager, Spectrum was our number one service problem. At the least we would hope some elevated broadband speed goals, service standards and performance standards would be included. Instead, the main contract change is the remittance fee Spectrum must pay the city. As broadband is our most critical form of communication today, we must push for improvements in our lagging system. I encourage the City Council to take a second look at what we are signing before it is too late. I believe we can improve our service.
A. An Emergency Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado OR IF NOT APPROVED B. An Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado	
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An Ordinance to Make a Supplemental Appropriation of $387,000 from the City General Fund Reserve to Support the HomewardBound Homeless Shelter and the #GJStrong Fund in the City of Grand Junction, Colorado	Strongly support..please expedite the appropriation. We may also see a spike in homelessness due to the pandemic..we need to explore safe shelter options as the weather heats up. Women and children should be given immediate attention.
An Emergency Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications	
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A Resolution to Create Alley Improvement District No. ST20	

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 6th, 2020 @ 8:50am

Full Name	John Lee
Phone Number - Please include if you would like to receive a call back regarding your comments.	
Citizen Comments	
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	
An Ordinance to Renew the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications	On behalf of myself and Charter/Spectrum, a quick thank you to city attorney Shaver and city manager Caton for all of the thoughtful work that went into getting this renewal completed. We look forward to continuing to serve the Grand Junction community in the highly competitive video entertainment marketplace.
A. An Emergency Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado OR IF NOT APPROVED B. An Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado	
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An Emergency Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications

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A Resolution to Create Alley Improvement District No. ST20

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 6th, 2020 @ 1:29pm

Full Name	Randy Spydell
Phone Number - Please include if you would like to receive a call back regarding your comments.	
Citizen Comments	
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	
An Ordinance to Renew the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications	I am contacting you to request that you amend the ordinance that grants a renewal of the franchise to Spectrum, Pacific West LLC, locally known as Charter Communications. Specifically, I believe section 5.5 regarding late payments should be amended so late payments by the "Grantee" be required at the same rate that Grand Junction citizens who are customers of the company must pay when their payments are "not made on or before the dates" required by their account with Charter Communications. As an example, I am a resident of the City of Grand Junction and a customer of Charter Communications. I obtain Internet connection services from Charter and that rate is $69.99 per month. Should I be 1 day late making the required payment (or any portion thereof), they assess and require payment of an $8.95 late fee. This is a monthly percentage of 12.79%, roughly translated to an annual rate of 153.55%. I strongly believe that one of the City Council's highest moral obligations is to the residents of the City of Grand Junction, and therefore they should require a late fee from the franchise grantee that is equivalent to the late fee that franchise grantee requires of any city residents. Please amend section 5.5 of the Ordinance before approving it to raise the late fee they are required to pay to be equivalent to the late fee they charge citizens under the services granted by this franchise. Or alternatively, require the grantee conduct business in the city, under the terms of this franchise, that has late fees on citizen and local company customers that are no larger than those it is willing or able to pay as the grantee. (As specified by the current draft's Section 5.5)
A. An Emergency Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado OR IF NOT APPROVED B. An Ordinance to Make a Supplemental Appropriation of $540,000 from the City General	

Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado

An Ordinance Making Supplemental Appropriations for the 2020 Budget for the City of Grand Junction

An Ordinance to Make a Supplemental Appropriation of $387,000 from the City General Fund Reserve to Support the HomewardBound Homeless Shelter and the #GJStrong Fund in the City of Grand Junction, Colorado

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A Resolution to Create Alley Improvement District No. ST20

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 6th, 2020 @ 12:38pm

Full Name	Dennis Simpson
Phone Number - Please include if you would like to receive a call back regarding your comments.	970-640-2714
Citizen Comments	
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	
An Ordinance to Renew the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications	
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An Ordinance Making Supplemental Appropriations for the 2020 Budget for the City of Grand Junction	Except for providing funding for any projects currently in process, this ordinance is premature. To date, staff has presented only a very high- level projection of the financial impact of the coronavirus. This projection is based on a best-case scenario of a 25% reduction in sales tax revenue which results in no significant reduction in City services, layoffs. or other reductions in compensation of current employees. Other cities have taken this issue more seriously than Grand Junction. For example, the City of Durango last night approved a 20% reduction in pay for all employees including the City Manager, the City Attorney, and the Council itself. Included in this ordinance is $2.8 million of funding for projects at Las Colonias and at Del Rio. When the 2019 budget was approved, we lived in a different world. These projects should be put on hold until a more thorough analysis of the drain on fund balances is reviewed by Council.

This money is proposed to come for the .75% capital fund. Please keep in mind that the restrictions that are put on the money is this fund were not directed by voters when the tax was approved. If the Council chooses, this money can legally be used to avoid the reduction of yet to be discussed services that have traditionally been provided by the General Fund.

It is not only the carryover projects that should be put on hold until the community more thoroughly understands financial projections based on assumptions that are more realistic Staff should also be instructed to review projects included in the 2020 budget and fairly report the ramifications of delaying each project until the old economy returns.

If one of the carryover projects not currently in process has a compelling need to start in the next 30 days, it may need to be approved tonight. But projects with start dates later in the year should be put on hold until more information is available.

An Ordinance to Make a Supplemental Appropriation of $387,000 from the City General Fund Reserve to Support the HomewardBound Homeless Shelter and the #GJStrong Fund in the City of Grand Junction, Colorado

An Emergency Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications

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A Resolution to Create Alley Improvement District No. ST20

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 6th, 2020 @ 12:41pm

Full Name	William Voss
Phone Number - Please include if you would like to receive a call back regarding your comments.	970 241-7686
Citizen Comments	I would like to address the $1,000,000 General Fund supplemental appropriation for the carryover of the Las Colonias development incentive. The documentation accompanying the proposed ordinance does not explain why this item is included. It is not a project that was included in the 2019 budget and it is not a project that began n 2019. In fact, it is not a project at all. The only business incentive funding that has been discussed by City Council is the subsidy for Bonsai Design. While this subsidy was not included in the 2019 budget, an agreement was executed in 2018 that promised Bonsai $1,000,000 if they met a number of conditions defined in the agreement. It is a known fact that Bonsai is now in financial difficulty and is embroiled in a lawsuit filed by a woman who was seriously injured while riding a Bonsai designed zipline at Vail resorts. Rather than appropriating money for this troubled company, Council should be instructing staff to get the City out of this ill-advised agreement. The supplemental ordinance is intended only for carryover commitments made in 2019. The Bonsai incentive does not qualify for carryover, period. The agreement with Bonsai was made in 2018. The fact that this ordinance does not specifically mention Bonsai as the recipient is a cause for concern. The ordinance should be amended and the incentive withheld until a viable business can be identified for the City's subsidy.
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	
An Ordinance to Renew the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications	
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Colorado OR IF NOT APPROVED B. An Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado

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A Resolution to Create Alley Improvement District No. ST20

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 4th, 2020 @ 3:23pm

Full Name	Cheryl Ungar
Phone Number - Please include if you would like to receive a call back regarding your comments.	303-885-1814
Citizen Comments	
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	
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An Emergency Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications	I think it is important for community/neighborhood input for land use applications. Anything you can do to facilitate that during this time would be greatly appreciated.
An Ordinance Rezoning Three Properties of a Total of 10.86 Acres Currently in R1 (Residential 1 du/ac), RE (Residential Estate), and RR (Residential Rural) Zone Districts to an R2 (Residential 2 du/ac) Zone District Located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property	
A Resolution to Create Alley Improvement District No. ST20	

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 6th, 2020 @ 11:27am

Full Name	DAN and CHERYL WENZINGER
Phone Number - Please include if you would like to receive a call back regarding your comments.	9706284049
Citizen Comments	
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	
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An Emergency Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications	We appreciate the City's attempt to continue necessary decision making during the COVID virus crisis, while at the same time ensuring public health and safety. With respect to this agenda Item 5.a.vi., we strongly encourage Counsel to consider postponement or denial of this Emergency Ordinance. In certain circumstances such alternative means of participation in Neighborhood Meetings could prove to be an ineffective method for homeowners to voice their concerns or obtain answers when the outcome could be consequential. A specific example would involve submittal #2020-195, Redlands Mesa Second Amended ODP. Such amendment could possibly affect hundreds of homeowners in the Redlands Mesa and Ridges Communities. The proposed virtual and/or alternative hearing procedures would not be practical to accommodate such a large number of homeowners who will be significantly impacted by the requested zoning and density adjustments. Such a change to Neighborhood Meetings procedures would discourage participation and not provide many of the affected homeowners the opportunity to voice their concerns on an amendment which will have significant impacts on traffic and noise. These issues deserve, and would be best addressed, with an in-person opportunity to share concerns and discuss options. As the county and state are moving in the direction of reopening, we encourage Council to consider postponing this Emergency Ordinance for at least 60 days in the hope gatherings can resume with certain modifications.
An Ordinance Rezoning Three Properties of a Total of 10.86 Acres Currently in R1 (Residential 1 du/ac), RE (Residential Estate), and RR (Residential Rural) Zone Districts to an R2 (Residential 2 du/ac) Zone District Located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property	
A Resolution to Create Alley Improvement District No. ST20	

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 6th, 2020 @ 1:43pm

Full Name	Richard Inman
Phone Number - Please include if you would like to receive a call back regarding your comments.	9702174186
Citizen Comments	
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	
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An Ordinance to Make a Supplemental Appropriation of $387,000 from the City General Fund Reserve to Support the HomewardBound Homeless Shelter and the #GJStrong Fund in the City of Grand Junction, Colorado	

An Emergency Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications

Thank you for providing a forum to allow for comments during these times. The proposed emergency ordinance 5.a.vi. was brought to our attention due to our interest in a land use proposal recently submitted for our neighborhood, #2020-195. Both my wife and I are providers at St. Mary's Hospital, so our attention and time has been focused on other aspects of navigating the COVID-19 pandemic, and we truly understand, and appreciate, the difficulties in trying to keep our city operational and moving forward, while at the same time protecting the health of our citizens. However, we do also have concerns regarding moving significant changes forward without allowing community members to have input on them, especially when this would be standard procedure in non-pandemic times.

As mentioned above land use proposal #2020-195 has been submitted which affects our neighborhood, including proposed changes for a parcel directly across the street from our residence. Finding information on what is being proposed has not been a straight forward task in my opinion, it is very difficult to find on the city website (you cannot just search for the proposal number), and navigating the land use proposal documents in my opinion would be akin to me asking you to interpret a medical chart. Fortunately Pat in development office helped walk me through how to locate the information, but ultimately had to email me the proposal because it is so large that even the website makes it hard to find/interpret, even with her help it is not entirely clear what is being proposed. However, from my review, and some discussion with neighbors, it seems the proposal could significantly increase the number of units in our neighborhood, which could have a very significant impact on us as residents. Also confusing, is in the proposal body itself it already states:

C. Neighborhood Meeting.

A neighborhood meeting was required; however, due to COVID 19 and limitations on the size of gatherings, none was held. This requirement was waived by the City Council at their March 23, 2020, meeting.

This implies to me that there is no neighborhood meeting required for this proposal, which significantly impacts our neighborhood as a whole, and specifically me as a community member, since this proposal includes a proposed 9 units directly across the street from my home.

Again, I do believe that we have to find way to move forward during this pandemic, but I do not believe we can just circumnavigate the ability to allow community members to ask questions, get answers, and have input regarding issues which impact us. Thank you for your time.

An Ordinance Rezoning Three Properties of a Total of 10.86 Acres Currently in R1 (Residential 1 du/ac), RE (Residential Estate), and RR (Residential Rural) Zone Districts to an R2 (Residential 2 du/ac) Zone District Located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property

A Resolution to Create Alley Improvement District No. ST20

Citizen Comment Form - May 6

City of Grand Junction

Submitted On:
May 5th, 2020 @ 1:40pm

ull Name	George & Debra Preuss
Phone Number - Please include if you would like to receive a call back regarding your comments.	9702457700
Citizen Comments	We have been waiting for this alley improvement since 2008. It was on the alley improvement schedule to be done in 2013. It is a very big problem for us with drainage, dust and maintaining the pot holes. I really would like to see it finally happen. Thanks, George & Debra Preuss
An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code to Revise Sections Related to Drinking Establishments and Other Similar Uses	
An Ordinance to Renew the Cable Franchise Agreement with Spectrum, Pacific West, LLC, Locally Known as Charter Communications	
.. An Emergency Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado OR IF NOT APPROVED B. An Ordinance to Make a Supplemental Appropriation of $540,000 from the City General Fund Reserve to Support the City's Business Stabilization and Recovery Fund in the City of Grand Junction, Colorado	
An Ordinance Making Supplemental Appropriations for the 2020 Budget for the City of Grand Junction	
An Ordinance to Make a pplemental Appropriation of 387,000 from the City General Fund Reserve to Support the HomewardBound Homeless Shelter and the #GJStrong Fund in the City of Grand Junction,	

Colorado

An Emergency Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications

An Ordinance Rezoning Three Properties of a Total of 10.86 Acres Currently in R1 (Residential 1 du/ac), RE (Residential Estate), and RR (Residential Rural) Zone Districts to an R2 (Residential 2 du/ac) Zone District Located at 2574 and 2576 Tahoe Drive and an Adjacent Unaddressed Property

A Resolution to Create Alley Improvement District No. ST20

HOMEWARDBOUND of the grand valley

May 6, 2020

Mr. Greg Caton ICMA-CM
City Manager
City of Grand Junction

Dear Mr. Caton,

On behalf of the Board of Directors and Staff of HomewardBound, let me first offer our thanks for the support you and the Council have given us as we have developed our response to the Covid-19 crisis. The initial grant funding we received from the GJStrong fund enabled us to begin the necessary preparations to be ready for whatever might happen within our most vulnerable population segments.

To properly prepare shelter operations for social distancing and to create isolation facilities for symptomatic individuals we have undertaken the expenses listed on the spreadsheet included with this letter. The spreadsheet also lists the revenues we have applied for and had committed to the project. As of today we are $86,435 short of our funding goal. I know the Council intends to consider fulfilling that funding need at their regular meeting of May 6th and we look forward to their decision. If our funding request is approved, HomewardBound will have all the funding needed to provide 90 days of social distancing, meals and isolation space to the homeless community in the Grand Valley.

As the Council considers our request, I also wanted to add an important update on the status of the construction of the Pathways Family Shelter. The City has been most generous in assisting with funding for that project which is 75% complete and should be ready for the community by mid-July. When that facility is operational it will provide Grand Junction with a complete family wellness facility containing examination space and up to 12 quarantine beds as well as the flexibility to provide an addition 65 beds on the third floor for isolation and social distancing. The Pathway's Family Shelter will provide part of the long term solution should we have a resurgence of Covid-19 or need this flexibility in the future.

On behalf of HomewardBound, I thank the Council and you and your staff for your continue support for our response to Covid-19 and for our long term efforts to assist the homeless population.

Very Truly Yours'

William N. Wade
Chairman of the Board
HomewardBound of the Grand Valley

Expenses	Budgeted	Notes
Capital/Equipment/Fixed Costs		
Expansion of space to provide for guests' social distancing and isolating	$ 86,100	canopy for Isolation shelter ($6,100), isolation pods ($42,000), temporary/permanent electric/heat ($24,000), temporary fencing ($4,000), temporary sanitation ($10,000)
Cleaning equipment and supplies	14,060	Industrial Equipment at $12,110 (Sprayers, Floor, Pressure Washer);+ supplies at $150/week x 13 weeks = 1,950
Anticipated Variable Costs		
Motel rooms for guest quarantine	**13,125**	**15 guests x 25 nights x $35/night -**
Meals	27,300	150 meals/day x 91 days x $2.00/meal
Personnel		
Supervision of guests in Overflow & Day Shelter area and isolation pods	46,800	6 staff x 40 hours/week x 13 weeks x $15/hour - new employees
Kitchen staffing	31,200	4 staff x 40 hours/week x 13 weeks x $15/hour - new employees
Cleaning staff	20,475	3 staff x 35 hours/week x 13 weeks x $15/hour - new employees
TOTAL EXPENSES	$ 239,060	

REVENUES RAISED TO DATE - 5/5/2020	**REQUESTED**	**COMMITTED**		
The Colorado Trust	5,000	0		
State of CO Emergency Response	$ 25,000	25,000		
End Hunger Colorado	25,000	12,500		
Next50	25,000	25,000		
#GJStongFund (City/WCCF)	50,000	50,000		
Kaiser Permanente	50,000	0		
CO Women's Foundation	10,000	0		
Western Colorado Community Foundation	27,000	27,000		

TOTAL	**217,000**	**139,500**		
BALANCE	**99,560**			
Potential need for Motel Space	$ (13,125)			
Requested Funding	**86,435**			

DOWNTOWN
GRAND JUNCTION, COLORADO
Life Happens Here

May 6, 2020

RE: Letter of Support for Amendment to Grand Junction Municipal Code Title 21

Downtown Grand Junction (DDA/BID) supports the proposed amendment to Municipal Code Title 21, as it pertains to drinking establishments and other similar uses. The proposed changes will streamline the approval process for establishments such as breweries and distilleries that are located in certain zone districts that are compatible with these uses such as Downtown. The proposed changes also help modernize the code and make it more compatible with current market conditions. Downtown supports the proposed changes and appreciates the work that the City Planning Department has put into developing them.

Sincerely,

Brandon Stam

Brandon Stam
Executive Director
Downtown Grand Junction

437 COLORADO AVENUE GRAND JUNCTION, COLORADO 81501 TEL 970 245-9697 FAX 970 243-1865
downtowngj.org

DOWNTOWN
GRAND JUNCTION, COLORADO
Life Happens Here

May 6, 2020

RE: Letter of Support for Small Business Stabilization Fund

Downtown Grand Junction (DDA/BID) wholeheartedly support the creation of a Small Business Stabilization Fund to help provide these crucial businesses with financial assistance. Many of the small businesses Downtown continue to have fixed costs associated with keeping their businesses afloat during this difficult period and this fund would provide much needed relief. While the dollar amount proposed is small, it nonetheless could allow many of our small businesses Downtown to survive long enough to weather this crisis. The feedback from our small and independent businesses Downtown has been supportive of this initiative as many have struggled to receive other financial assistance such as those being offered through the SBA. The involvement from the Economic Development partners on this program has led to a well thought out and vetted concept that will have an immediate economic impact. Downtown looks forward to helping many of our Downtown businesses utilize this additional resource and appreciates City Council's consideration on this matter.

Sincerely,

Brandon Stam

Brandon Stam
Executive Director
Downtown Grand Junction

DOWNTOWN DEVELOPMENT AUTHORITY | BUSINESS IMPROVEMENT DISTRICT | ART ON THE CORNER

437 COLORADO AVENUE GRAND JUNCTION, COLORADO 81501 TEL 970 245-9697 FAX 970 243-1865
downtowngj.org

WESTERN COLORADO COMMUNITY FOUNDATION

#GJStrong Fund: May 6, 2020 Preliminary Reports

Organization	Amount Funded	Funding Purpose	Grand Junction Clients Served	Impact Summary	Funder's Assessment of Needs in May
Community Food Bank	$50,000	Expand capacity to feed families and individuals	743 individuals representing 403 households have been served with this funding.	Funding allowed for expanded staff, food storage and food purchases to cover increased need.	Not at this time.
Grand Valley Catholic Outreach	$50,000	Rent and utility assistance for families who have lost jobs	Up to 60 households will be served with this funding.	Several applications now in process but they are just starting to see the need due to a number of factors: Eviction moratorium; stimulus checks.	Not at this time.
Grand Valley Peace & Justice	$ 5,000	Food and personal hygiene products for homeless individuals not staying in shelters	54 unduplicated persons have been served with this funding.	Funding covered expanded food supplies and hygiene products for increased need.	Not at this time.
HomewardBound of the Grand Valley	$50,000	Reorganize and expand capacity to separate and isolate clients at the North Avenue Shelter	20 additional beds at off-site and 11 outside privacy cubicles for up to 22 beds	Funding has allowed for moving forward with the 13-week plan for pandemic response including resources to distance and isolate.	If homeless clients contract virus they will need to be quarantined off-site in hotels.
Kids Aid	$50,000	Expand delivery and partnerships to feed children and families with weekend meals	2,626 client bags have been served with this funding.	Funding has helped purchase more food and expand staff to cover increased need.	Not at this time.
Meals on Wheels Mesa County	$50,000	Expand capacity to feed more seniors in their homes	40 seniors additional receiving 400 meals with this funding (for a total of 16,000 meals)	This funding has helped MOW respond to the 40% increase in requests for services from seniors for home meal delivery.	Anticipate numbers will continue to grow through May.
Nisley Elementary PTO	$ 2,500	Food for low income families in this school area	94 families have received food with this funding.	Funding has helped purchase food for low-income Nisley School families.	Not at this time.
District 51 Foundation	$25,000	Supporting the Emergency Meals Program since children are not being fed at school	46,706 meals (2 meals per day) to 23,353 youth in Grand Junction were served with this funding.	Funding has helped with food and labor. D51 is extending the emergency meal program to July 2020.	This program could use more funding.
Doors 2 Success	$20,000	Rent assistance for non-federally subsidized client families to help avoid debt	A minimum 32 non-HUD subsidized households will receive rent assistance with this funding.	D2S has developed a plan and application to target highest need households based on loss of employment between April and May.	Not at this time.

Foster Alumni Mentors	$ 3,000	Rent and food assistance for former foster care families and individuals who have lost jobs	7 families for a total of 18 individuals were served with this funding.	This funding helps former foster care clients who do not access many services from other organizations.	Not at this time.
Habitat For Humanity of Mesa County	$10,000	Mortgage assistance for HFH families in Grand Junction who have lost employment	Anticipate 10 families totaling 42 women and children will be served with this funding.	Expect to use funds starting in May and going through the summer.	Not at this time.
Hilltop Community Resources	$30,000	Rent and utility assistance for families who have lost jobs.	152 clients received assistance with this funding.	Funds helped Latimer House clients fleeing domestic violence and Resource Center families needing assistance with food, gas and rent.	Not at this time.
Karis, Inc.	$25,000	Reorganize and expand capacity to respond to increased needs for homeless youth and young adults	18 youth received meals and food assistance and 8 high-risk youth were quarantined as a result of this funding.	Funding has helped feed homeless youth and isolate those that needed isolation based on risk.	Not at this time.
Karis, Inc./Homeless Camp Coalition	$20,000	Temporary restroom facilities and hand washing stations for homeless camps	3 porto-potties have been placed at 3 camps serving an estimated 175 individuals with this funding.	3 hand-washing stations are being built and volunteers will supply water and monitor the stations for proper use and supplies.	Not at this time.
Mesa Developmental Services dba STRiVE	$10,000	Rent and food assistance for client families.	40 developmentally challenged clients have been helped with rent and utility assistance through this funding.	Through this support, STRiVE is continuing to provide assistance to clients with IDD who are experiencing job loss/reduced hours.	Not at this time.
Riverside Educational Center	$25,000	Food delivery for client families	55 families with an average household size of 4 person per family were delivered food boxes with this funding.	This funding has allowed for a quick and effective partnership with the Community Food Bank to meet the emergency food needs for REC families.	Not at this time.
SummitWest Care	$25,000	Expand capacity to feed homebound, high risk seniors	20 new low-income senior clients are receiving food and other services as a result of this funding.	Funding has helped cover costs of increased staffing to serve more clients with food assistance and meal preparation.	Not at this time.
The Joseph Center	$24,500	Meet the increased need for rent and utility assistance	16 new families have been served with this funding.	Funding helps with rental assistance, utilities, car repairs, food and gas and deposits for new tenants.	Not at this time.
The Salvation Army Grand Junction Corps	$25,000	Meet the increased need for rent, utility assistance and food needs	Funding purchased over 1,000 food boxes and 11 rent/mortgage assistance cases.	Biggest continuing need is rent and mortgage assistance. SA has expended all funds available for this assistance.	Not at this time.