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**CITY COUNCIL AGENDA  
WEDNESDAY, SEPTEMBER 2, 2020  
250 NORTH 5<sup>TH</sup> STREET  
5:00 PM – DINNER  
5:20 PM – PRE-MEETING – CITY HALL AUDITORIUM  
5:30 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

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

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

**Citizen Comments**

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

*Citizen Comments may also be submitted by phone message at 1-970-244-1504 **by Noon on September 2, 2020**; these will be played back at the City Council meeting.*

**Proclamations**

Proclaiming September 17 - 23, 2020 as Constitution Week in the City of Grand Junction

**Certificates of Appointment**

To the One Riverfront Commission

**City Manager Report**

**Council Reports**

## **CONSENT AGENDA**

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

### **1. Approval of Minutes**

- a. Summary of the August 6, 2020 Joint DDA Workshop
- b. Summary of the August 17, 2020 Workshop
- c. Minutes of the August 19, 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. Quasi-judicial
  - i. Introduction of an Ordinance for a Comprehensive Plan Amendment from Residential High Mixed Use (16 – 24 du/ac) to Residential Medium (4 – 8 du/ac) and Village Center and a Rezone from R-E (Residential – Estate) to R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) on a Total of 17.84-Acres, Located at 785 24 Road and Set a Public Hearing for September 16, 2020

### **3. Contracts**

- a. Contract for 2020 Chipseal Thermoplastic Pavement Markings
- b. Memorandum of Understanding between the City of Grand Junction and Mesa County for the Construction of E Road Between 31 Road and 32 Road

### **4. Resolutions**

- a. A Resolution Authorizing the City Manager to Sign and Submit a Grant Agreement and related Co-Sponsorship Agreement to the Federal Aviation Administration (FAA) for Improvements to the Grand Junction Regional Airport
- b. Assignment of the City's 2020 Private Activity Bond Allocation to Colorado Housing and Finance Authority

## 5. Other Action Items

- a. 2020 Alley Improvement District No. ST-20 Proposed Resolution Approving and Accepting Improvements and the Introduction of an Ordinance Approving the Assessable Cost of the Improvements to the Real Property and Set a Public Hearing for October 7, 2020

## REGULAR AGENDA

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

## 6. Public Hearings

- a. Quasi-judicial
  - i. A Resolution Accepting the Petition for Annexation of 19.020 Acres of Land and Ordinances Annexing and Zoning the Fairview Glen Annexation to R-8 (Residential - 8 du/ac), Located at 2767 C Road and Vacant Properties Located North of B 1/2 Road between Allyce Avenue and Nashua Lane/Court - [Applicant Presentation](#) and [Staff Presentation](#)
  - ii. A Resolution Accepting the Petition for Annexation and an Ordinance Annexing the Proposed Airport North Boundary Annexation of 187.69 Acres Located at 2828 Walker Field Drive and Including Parcels 2705-154-00-003 and 2701-113-00-002 - [Staff Presentation](#)
- b. Legislative

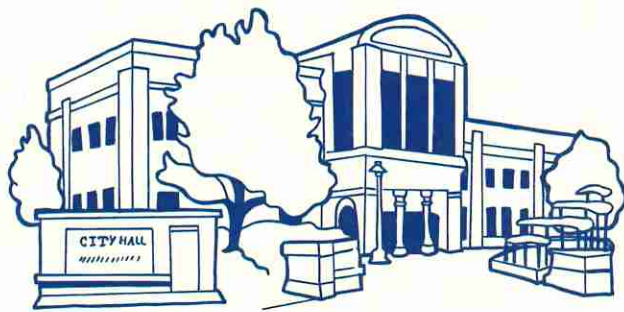
- i. An Ordinance to Amend Chapter 8.20 and Chapter 9.04 of the Grand Junction Municipal Code by Increasing the Distance Requirements for Smoking in Entryways from 15 Feet to 25 Feet, Prohibiting Smoking in Hotels and Motels and Changing the Regulation of Tobacco Products by Amending the Term "Minor" to "Minimum Legal Sale Age", Increasing the Minimum Age for Purchase/Sale of Tobacco from 18 to 21, and Removal of the Provision that Punishes the Purchase, Use, or Possession of Tobacco Products by Persons Under the Minimum Legal Sale Age
- ii. An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code, to Revise Sections Related to Mini-Warehouse Uses and Use Standards - [Staff Presentation](#)

## **7. Non-Scheduled Citizens & Visitors**

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

## **8. Other Business**

## **9. Adjournment**



*City of Grand Junction, State of Colorado*

# Proclamation

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

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

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

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

**NOW, THEREFORE,** I, C.E. Duke Wortmann, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim September 17 - 23, 2020 as

## *“Constitution Week”*

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 2<sup>nd</sup> day of September 2020.





Mayor



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** September 2, 2020

**Presented By:** City Clerk's Office

**Department:** City Clerk

**Submitted By:** Selestina Sandoval, Deputy City Clerk

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**Information**

**SUBJECT:**

To the One Riverfront Commission

**RECOMMENDATION:**

To recognize the members appointed to One Riverfront.

**EXECUTIVE SUMMARY:**

The appointments were made to One Riverfront at a previous City Council meeting.

**BACKGROUND OR DETAILED INFORMATION:**

J. Fred Barbero and Rondo Buecheler were reappointed and Joel Sholtes and Jennifer Reyes were appointed to three-year terms ending July 31, 2023.

**FISCAL IMPACT:**

n/a

**SUGGESTED MOTION:**

To recognize the appointed members.

**Attachments**

None

# GRAND JUNCTION CITY COUNCIL - DOWNTOWN DEVELOPMENT AUTHORITY

## WORKSHOP SUMMARY

August 6, 2020

**Meeting Convened:** 7:36 a.m. via Zoom virtual meeting

**Meeting Adjourned:** 8:39 a.m.

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

**DDA Board members present:** Josh Niernberg, Tom LaCroix, Libby Olson, Dan Meyer, Maria Rainsdon, Duncan Rowley, and Board Chair Doug Simons Jr.

**City Staff present:** City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Welch, General Services Director Jay Valentine, Public Works Director Trent Prall, Director of Community Development Tamra Allen, and City Clerk Wanda Winkelmann.

**Downtown Development Authority (DDA) Staff present:** DDA Executive Director Brandon Stam, Administrative Specialist Vonda Bauer, Marketing and Communications Specialist David Goe, and Event Coordinator Rykel Manor.

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### **Agenda Topic 1. Discussion Topics**

#### **a. Plan of Development - Update**

DDA Chair Simons introduced the topic of the update of the Plan of Development.

Downtown Plaza: Consultant Ted Ciavonne presented renderings of downtown Grand Junction that included the use of shipping containers for businesses, new fencing, and a stage area for performances. Via chat Jeremy Nelson suggested the addition of several shade structures for participant use.

Support was expressed for the ideas presented in the renderings and next steps were discussed including developing cost estimates and doing a formal presentation to City Council and the development of a use agreement between both parties.

4<sup>th</sup> and 5<sup>th</sup> Streets (Two-way review) RFP: Director Stam noted a Request for Proposal (RFP) has been issued to explore the possibility of turning 4<sup>th</sup> Street and 5<sup>th</sup> Street from one-way streets to two-way streets.

#### **b. Project Updates**

Los Colonias: City Manager Caton noted the infrastructure is being installed in Los Colonias and the grass has started to grow. Work continues on the plaza.

Dos Rios: MA Concrete was awarded the bid for \$8.5 million for work at Dos Rios. The bicycle playground has been installed. Discussion ensued about the property to the east of Dos Rios and the unsuccessful attempt to purchase it.

Convention Center Promenade: the former pawn shop is being dismantled. Decorative fencing will be installed to enclose the courtyard between the Convention Center and the Fairfield Inn.

**c. Downtown in a COVID-19 Environment**

Expanded Seating Implementation: the DDA is exploring options to provide expanded seating for downtown restaurants to accommodate social distancing requirements and allow for increased capacity. It was noted that the State of Colorado has changed certain rules regarding liquor licensing to support additional options.

Events in Downtown: Mr. Stam noted there have been challenges with the hot weather, social distancing requirements, and the number of vendors who wish to participate. Some events will be at fifty-percent capacity. New options will need to be explored for the Parade of Lights and the Tree Lighting ceremony, such as breaking them down into smaller events.

Avalon and Amphitheater: DDA Board Member Rainsdon and General Services Manager Valentine reported on this item. The Avalon Theatre will receive a new rooftop unit and improved duct work with adjustable events. A bid has been issued for the lobby HVAC unit.

The bathroom addition to the Amphitheatre is nearing completion and a marquee will soon be installed.

**2. Other Business**

Mr. Stam discussed the funding for murals and encouraged everyone to view the new mural by Mesa Jewelers. He also provided an update on housing in downtown and answered an inquiry about the property at 7<sup>th</sup> Street and Main.

**Adjournment**

The workshop adjourned at 8:39 a.m.



**CITY COUNCIL WORKSHOP SUMMARY**  
**August 17, 2020**

**Meeting Convened:** 5:30 p.m. in the City Hall Auditorium

**Meeting Adjourned:** 6:35 p.m.

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

**Staff present:** City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Welch, Senior Assistant to the City Manager Greg LeBlanc, Management Analyst Johnny McFarland, Parks and Recreation Director Ken Sherbenou, and City Clerk Wanda Winkelmann.

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Mayor Wortmann called the meeting to order.

**Agenda Topic 1. Discussion Topics**

**a. Tobacco and Vaping Discussion**

City Manager Caton stated that there have been several discussions with City Council regarding a possible tax on tobacco and vaping products. He noted that the Agenda Review Committee requested this item be brought back for discussion as additional information is available regarding the possible amount collected in taxes, which was included in the agenda materials.

Tax on tobacco/nicotine products has been used as a measure to reduce youth smoking. Municipalities along the I-70 corridor have passed a \$4/per pack tax for this purpose. Also, past discussions included the idea that the revenue from this tax could be used to fund Parks and Recreation. The modeling for revenue estimates included a \$2/pack tax and 30% for other nicotine products. Communities that have adopted a tobacco tax struggled to come up with projected revenues. Mr. Caton noted he received a suggestion that a cap be put in place because certain products, such as cigars, can be very expensive.

Discussion ensued about the reason this item was coming forward so soon after the workshop on August 3 with the same topic, the new information that was provided in the agenda materials, a possible review of the policy regarding the role of the Agenda Committee, the timing of bringing this forward as it will penalize consumers and businesses, partnering with the County so that an area-wide tax could be considered, the need to wait until the Parks and Rec Open Space study is complete to determine the community's needs, consideration of starting at \$1/pack and increasing to \$2/pack over three years, and consideration to include other items to tax such as marijuana, alcohol, etc.

Support was expressed to bring this topic forward in time for a possible ballot question in April 2021.

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

Councilmember McDaniel discussed the policy that describes how the agenda is set and the ability for the Agenda Committee to bring back items for reconsideration. It was suggested that the policy, which was set this year, may need time to be enacted and future changes can be made as the need arises.

Councilmember McDaniel noted he and Mayor Pro Tem Andrews and Councilmember Stout interviewed nine candidates for the Planning Commission and have one additional interview yet to be scheduled. Discussion ensued about ways to keep applicants engaged by perhaps using the orientation given to new members to all candidates so that next time they might be better prepared. Gratitude was expressed to the current alternates who have done a lot of work this past year. How can additional seats or alternate positions be added to the Planning Commission to keep individuals participating and engaged?

Councilmember McDaniel addressed the email sent by citizen Brian Masters, who conveyed his disappointment that he wasn't allowed into City Hall to speak with Council at the August 5 meeting. Attorney Shaver advised Mr. Masters of the law and Mr. Masters has a different interpretation.

Because the Auditorium and overflow rooms have limited seating capacity due to social distancing requirements, conversation was held about the need to inform the public how they can participate. Mr. Caton stated that the City is responsible for the health and safety of meeting attendees. The doors for the meeting will open at 5 p.m. and staff will establish six-foot queuing for folks outside. Flyers will be available to announce how citizens can still participate when the building has reached capacity. Citadel security will help with the overflow areas and will assist the Police Officers at the door. A break will be taken after Citizen Comment and those seats freed up will be offered to those waiting outside. The front row of the Auditorium seats will be reserved for guests, those receiving proclamations, etc.

A future need may arise for a larger venue to accommodate larger crowds. Could this expense be covered as an eligible expense under the CARES Act?

Councilmember Stout noted it would be helpful for those senior citizens and members of the public who feel vulnerable due to the pandemic be allowed to leave a comment by voicemail for City Council, rather than attend the meeting in person. This option will be included on the September 2 agenda.

Councilmember Taggart stated the pre-meeting could start earlier and Citizen Comment could be moved forward also. Discussion ensued about the options and support was expressed to start the pre-meeting at 5:20 p.m. and the Regular meeting at 5:30 p.m. Citizen Comment will be the first item on the agenda after the Pledge of Allegiance.

**Agenda Topic 3. Next Workshop Topics**

This item was not discussed.

**Agenda Topic 4. Other Business**

This item was not discussed.

**Adjournment**

The Workshop adjourned at 6:35 p.m.

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

**August 19, 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 19<sup>th</sup> day of August 2020 at 6:00 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Rick Taggart and Council President Duke Wortmann.

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

Council President Wortmann called the meeting to order. West Middle School student Lia Bunell led the Pledge of Allegiance which was followed by a moment of silence.

**Appointments**

**To the One Riverfront Commission**

Councilmember Taggart moved to reappoint J. Fred Barbero and Rondo Buecheler and appoint Joel Sholtes and Jennifer Reyes for three-year terms ending July 2023 to the One Riverfront Commission. Councilmember Norris seconded the motion. Motion carried by unanimous voice vote.

**Ratify Appointments to the Mesa County Building Code Board of Appeals**

Councilmember Andrews moved to ratify David Reinertsen, Ray Rickard and Thomas Cronk to the Mesa County Building Code Board of Appeals for three-year terms ending July 27, 2023. Councilmember Norris seconded the motion. Motion carried by unanimous voice vote.

**Certificates of Appointment**

**To the Parks and Recreation Advisory Board**

Councilmember Pe'a recognized recently appointed members Byron Wiehe and Lisa Whalin to the Parks and Recreation Advisory Board.

**To the Grand Junction Downtown Development Authority/Business Improvement District Boards**

Councilmember Stout recognized recently appointed members Vance Wagner and Cole Hanson to the Grand Junction Downtown Development Authority/Business Improvement District Boards.

**Citizen Comments**

Bruce Lohmiller reminded everyone about 241-STOP and M1 Holds and spoke about sex education classes and alternative fuel vehicles.

Bob Jackson asked to be contacted about City and County plans on keeping property safe.

Eric Niederkruger expressed concerns about the lack of services available to the homeless at night.

Tonya Wren said biases can be expressed unconsciously and encouraged self-awareness.

Liz Sinclair expressed concerns regarding an incident from the previous Council meeting.

Rickie Howie talked about construction issues with the Lofts on Grand Avenue project.

Beverly Hart said the United States Postal Service is a vital service for rural America.

Stephania Vasconez thanked Council and citizens for working toward making the community more inclusive and encouraged everyone to listen to each other.

Andy Sweet spoke on behalf of the National Association of Mental Illness and encouraged improved research and education.

Dennis Simpson thanked Council on how workshops are currently being held and suggested they be broadcast.

Nick Allan encouraged Council to listen to community concerns.

Mathias Mulumba thanked Council and the Police Department for their work and relayed his positive experiences and opportunities while living in Grand Junction.

Jay Freeman expressed safety concerns.

Council took a break at 6:41 p.m.

The meeting resumed at 6:50 p.m.

**Council Reports**

Councilmember Taggart said One Riverfront requested annual meetings with Council to provide status updates.

Councilmember Stout noted the Downtown Development Authority/Business Improvement District Board’s (DDA/BID) last meeting provided updates to Council, the Arts Commission is developing a new Cultural Plan and the (yet to be named) Task Force is continuing their foundational work.

Councilmember Andrews spoke at the August 7<sup>th</sup> Fire Academy Graduation which added 17 new recruits to the Fire Department.

Councilmember Norris thanked Councilmember Andrews and Council President Wortmann for their presentations at the Fire Academy Graduation and the Dos Rios Groundbreaking Ceremony and noted the DDA/BID meeting was very informative and helped all entities work together.

Council President Wortmann said the Grand Junction Economic Partnership is making progress and they estimate over 400 new jobs will be realized in the Grand Valley over the coming year. He also attended the Peace Road 2020 event which encouraged a good conversation with his grandson and said local student Andrew Thomas is collecting boxes of crayons and markers for every school in the Valley so each color can be represented.

**CONSENT AGENDA**

Councilmember Pe’a moved to adopt Consent Agenda items #1 - #3. Councilmember Norris seconded the motion. Motion carried by unanimous voice vote.

**1. Approval of Minutes**

- a. Summary of the August 3, 2020 Workshop
- b. Minutes of the August 5, 2020 Regular Meeting

**2. Set Public Hearings**

- a. Legislative
  - i. Introduction of an Ordinance to Amend Chapter 8.20 and Chapter 9.04 of the Grand Junction Municipal Code by Increasing the Distance

Requirements for Smoking in Entryways from 15 Feet to 25 Feet, Prohibiting Smoking in Hotels and Motels and Changing the Regulation of Tobacco Products by Amending the Term "Minor" to "Minimum Legal Sale Age", Increasing the Minimum Age for Purchase/Sale of Tobacco from 18 to 21, and Removal of the Provision that Punishes the Purchase, Use, or Possession of Tobacco Products by Persons Under the Minimum Legal Sale Age and Set a Public Hearing for September 2, 2020

- ii. Introduction of an Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code, to Revise Sections Related to Mini-Warehouses and Set a Public Hearing for September 2, 2020

- b. Quasi-judicial

- i. Introduction of an Ordinance Zoning the Fairview Glen Annexation R-8 (Residential - 8 du/ac), Located at 2767 C Road and Vacant Properties Located North of B ½ Road between Allyce Avenue and Nashua Lane/Court and Set a Public Hearing for September 2, 2020

### 3. Contracts

- a. Contract Extension for OVG Facilities d.b.a. Pinnacle Venue Services for the Management of the Grand Junction Convention Center, Avalon Theatre and the Las Colonias Amphitheater
- b. Deed of Conservation Easement - Jurassic Flats Property

## **REGULAR AGENDA**

### **A Resolution Adopting the 2020 Program Year Annual Action Plan as a Part of the Grand Junction Five-Year Consolidated Plan for the Community Development Block Grant (CDBG) Program**

The City will receive \$469,134 in CDBG funding for the 2020 Program Year which will begin once the Annual Action Plan is approved and funds are released by the Department of Housing and Urban Development (HUD). The purpose of this hearing is to adopt the 2020 Annual Action Plan which includes allocation for 16 projects as part of the Five-Year Consolidated Plan.

Principal Planner/CDBG Administrator Kris Ashbeck presented this item.

The public hearing opened at 7:04 p.m.

There were no public comments.

The public hearing closed at 7:04 p.m.

Councilmember Andrews moved to adopt Resolution No. 51-20, a resolution adopting the 2020 Program Year Annual Action Plan as a part of the Grand Junction Five-Year Consolidated Plan for the Community Development Block Grant Program. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

**Resolution to Vacate Public Utility and Irrigation Easements and Ordinance to Vacate the Platted Public Right-of-Way of West Cliff Drive as Identified on the 2<sup>nd</sup> Addition to O'Nan Subdivision Located by Horizon Drive, N. 12<sup>th</sup> Street, Midway Avenue and Budlong Street**

Applicant Church of Jesus Christ of Latter-Day Saints requested vacation of the platted public right-of-way of West Cliff Drive and public utility and irrigation easements in anticipation of future site development. The right-of-way and easements were originally platted as part of the 2<sup>nd</sup> addition to the O'Nan Subdivision, however the subdivision was not developed, and the land remains vacant. The requested vacations are consistent with the City's Comprehensive Plan and Circulation Plan.

Senior Planner Scott Peterson presented this item.

Discussion included that this item is in anticipation of future development by the applicant.

The public hearing opened at 7:10 p.m.

There were no public comments.

The public hearing closed at 7:10 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 4950, an ordinance vacating West Cliff Drive right-of-way as identified within 2<sup>nd</sup> addition to O'Nan Subdivision as recorded within reception number 764963, located between Horizon Drive and Midway Avenue on final passage and ordered final publication in pamphlet form and Resolution No. 52-20, a resolution vacating all public utility and irrigation easements as identified within 2<sup>nd</sup> addition to O'Nan Subdivision as recorded within reception number 764963, located by Horizon Drive, N. 12<sup>th</sup> Street, Midway Avenue and Budlong Street. Councilmember Taggart seconded the motion. Motion carried by unanimous roll call vote.



**A Resolution Setting a Title and Submitting to the Electorate on November 3, 2020 a Measure to Allow the City to Collect, Retain and Spend Revenues as a Voter Approved Revenue Change as Provided for and Defined by Article X, Section 20 of the Colorado Constitution**

The purpose of this item is to place a question on the November ballot concerning permanent de-Brucing.

City Manager Greg Caton, City Attorney John Shaver and Finance Director Jodi Welch presented this item.

Discussion included that in 2017 voters approved a TABOR (Taxpayer Bill of Rights) override for road construction/repair/improvement projects through 2022, the City also budgeted \$2.8 million as “maintenance of effort” funds for road improvements, in 2019 voters approved a TABOR override from 2023 through 2037 for transportation improvements, City debt has been issued for projects listed in the 2019 question (\$50 million), this item would ask voters to allow these funds to be available in perpetuity (removing limit on both revenue and expenditures), the question would not amend/modify/repeal any prior voter approvals and is consistent with constitutional authority/requirements, what information the TABOR Notice will contain including how the funds will be used, how the City would determine the amount of funds to be used toward the outlined purposes (Council policy), amount/effects of the City’s 2016 budget cuts, that this item would be on the ballot for City residents only, concerns regarding that the question may go to the ballot too soon and that there is no sunset clause.

Citizen comments opened at 7:42 p.m.

Dennis Simpson said the City is using COVID-19 to seek permanent de-Brucing since any reduced revenue due to COVID will not impact the City’s budget until 2021.

Adrienne Cascarella requested a simpler explanation of what de-Brucing would entail.

Mathias Mulumbo asked if voter approved, who would be affected.

Citizen comments closed at 7:48 p.m.

Councilmember Pe’a moved to adopt Resolution No. 53-20, a resolution setting a title and submitting to the electorate on November 3, 2020 a measure to allow the City to collect, retain and spend revenues as a voter approved revenue change as provided for and defined by Article X, Section 20 of the Colorado Constitution. Councilmember Andrews seconded the motion. Motion carried by roll call vote with Councilmember Stout voting NO

**A Resolution Calling a Special Election in the City of Grand Junction, Colorado Concerning and Providing for the Submission to the Electorate on November 3, 2020 a Measure to Allow the City to Collect, Retain and Spend Revenues as a Voter Approved Revenue Change Provided for and Defined by Article X, Section 20 of the Colorado Constitution and Other Details Relating Thereto**

The purpose of this item is to call a Special Municipal Election to be held in conjunction with the November 3, 2020 Mesa County Coordinated Election.

City Clerk Wanda Winkelmann presented this item.

Citizen comments opened at 7:59 p.m.

There were no citizen comments.

Citizen comments closed at 7:59 p.m.

Councilmember Andrews moved to adopt Resolution No. 54-20, a resolution calling a Special Election in the City of Grand Junction, Colorado concerning and providing for the submission to the electorate on November 3, 2020 a measure to allow the City to collect, retain and spend revenues as a voter approved revenue change provided for and defined by Article X, Section 20 of the Colorado Constitution and other details relating thereto. Councilmember Pe'a seconded the motion. Motion carried by roll call vote with Councilmember Stout voting NO.

**Non-Scheduled Citizens & Visitors**

Caleb Ferganchick thanked Council for allowing citizens to express their concerns and encouraged them to continue.

**Other Business**

There was none.

**Adjournment**

The meeting adjourned at 8:04 p.m.

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Wanda Winkelmann, MMC  
City Clerk



## Grand Junction City Council

### Regular Session

Item #2.a.i.

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**Meeting Date:** September 2, 2020  
**Presented By:** Scott D. Peterson, Senior Planner  
**Department:** Community Development  
**Submitted By:** Scott D. Peterson, Senior Planner

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance for a Comprehensive Plan Amendment from Residential High Mixed Use (16 – 24 du/ac) to Residential Medium (4 – 8 du/ac) and Village Center and a Rezone from R-E (Residential – Estate) to R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) on a Total of 17.84-Acres, Located at 785 24 Road and Set a Public Hearing for September 16, 2020

#### **RECOMMENDATION:**

The Planning Commission heard this item at its August 11, 2020 meeting and recommended approval (5 - 0).

#### **EXECUTIVE SUMMARY:**

The Applicant, Mallard View LLC, is requesting a Comprehensive Plan Amendment from Residential High Mixed Use (16 – 24 du/ac) to Residential Medium (4 – 8 du/ac) and Village Center and a rezone from R-E (Residential – Estate) to R-8 (Residential – 8 du/ac – 14.90-acres) and C-1 (Light Commercial – 3.16-acres), in anticipation of future development. The requested R-8 and C-1 zone districts would be consistent with the Comprehensive Plan Future Land Use Map designations of Residential Medium (4 – 8 du/ac) and Village Center, if approved.

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

##### **BACKGROUND**

The subject property is situated west of 24 Road, north of I-70 and south of H Road. Fellowship Church is located further to the south. The property currently contains a single-family detached home along with various accessory structures and is 17.84-

acres in size.

The Applicant previously requested a Comprehensive Plan Amendment from Residential High Mixed Use (16 – 24 du/ac) and Residential Medium (4 – 8 du/ac) to Village Center and a rezone from R-E (Residential – Estate) to C-1 (Light Commercial) for the entire 17.84-acres, however that request was denied by the Planning Commission at their May 12, 2020 meeting (City file #'s RZN-2020-100 & CPA-2020-101). The Applicant chose to withdraw their request prior to being heard by City Council. The Applicant is now requesting to rezone 3.16-acres as C-1 for the area adjacent to 24 Road with the remaining 14.90-acres requested to be rezoned as R-8, which is more in keeping with the residential densities as envisioned with the existing Comprehensive Plan Future Land Use Map designations of Residential High Mixed Use (16 – 24 du/ac), Residential Medium (4 – 8 du/ac) and Village Center.

**Comprehensive Plan Future Land Use Map Amendment:**

Presently, the property contains three (3) Comprehensive Plan Future Land Use designations including Residential High Mixed Use (16 – 24 du/ac) (approx. 12 acres), Residential Medium (4 – 8 du/ac) (approx. 3.5 acres) and Village Center (approx. 2 acres) and is zoned R-E (Residential Estate). The Applicant is requesting to change the Future Land Use Map to only have two (2) designations on the property, Residential Medium (4 – 8 du/ac) for 14.90-acres of the site and Village Center for the remaining 3.16-acres. In conjunction with the Comprehensive Plan Amendments, the Applicant is also requesting a corresponding rezone of the property to R-8 (Residential – 8 du/ac) for the property requested to become designated Residential Medium and C-1 (Light Commercial) for the property requested to become Village Center.

A small portion of the Applicant's property is designated as Village Center on the Comprehensive Plan Future Land Use Map (approx. 2 acres) in the northeast corner of the property closest to intersection of 24 Road and H Road. The Applicant proposes to modify the Comprehensive Plan by designating the Village Center along the property's 24 Road frontage in a width of 228 feet, for a total of approximately 3.16 acres. This area would correspond to the request to zone the Village Center designated property to C-1. Currently all property flanking H Road between 24 Road and 23 7/10 is designated Village Center as well as all property on the east side of 24 Road between Interstate 70 and H Road. The property located directly across the road on the east side of 24 Road is presently zoned C-1 and contains a distillery and lavender farm.

**Rezone Request:**

The Applicant is interested in preparing the property for future development that would be consistent with the scope and type of development envisioned by the Comprehensive Plan with a Residential Medium (4 – 8 du/ac) density and Village Center as currently identified on portions of the property. The Applicant seeks the C-1 zone district for only 3.16-acres of the site; the frontage along 24 Road. Allowable land

uses within the C-1 zone district could include medical clinics, hotels, office buildings and a variety of retail sales and services. Multi-Family residential development is also allowed within the proposed C-1 district with a density range of 12 – 24 dwelling units an acre. The Applicant also seeks the R-8 zone district for the remainder of the property, 14.90-acres, in anticipation of future residential subdivision development with a density range between 5.5 – 8 dwelling units an acre.

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 dwelling 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.

In addition to the R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) zoning requested by the petitioner, the following zone districts would also be consistent with the Comprehensive Plan designations of Residential Medium (4 – 8 du/ac) and Village Center for the subject property.

Residential Medium (4 – 8 du/ac)

R-4 (Residential – 4 du/ac)

R-5 (Residential – 5 du/ac)

Village Center

R-8 (Residential – 8 du/ac)

R-12 (Residential – 12 du/ac)

R-16 (Residential – 16 du/ac)

R-24 (Residential – 24 du/ac)

R-O (Residential Office)

B-1 (Neighborhood Business)

M-U (Mixed Use)

Should the Residential High Mixed Use (16 – 24 du/ac) designation be preserved (or for a means of comparison) the following zone districts work to implement this designation:

R-16 (Residential – 16 du/ac)

R-24 (Residential – 24 du/ac)

R-O (Residential Office)

B-1 (Neighborhood Business)

In reviewing the other zoning district options for the proposed Residential Medium (4 –

8 du/ac) category, all applicable zoning districts allow single-family detached and two-family development with the R-5 zone district allowing for additional multi-family development. For the Village Center designations, all zoning districts allow multi-family residential as an allowed land use. The remaining commercial zones of R-O, B-1, and M-U would allow some type of general office and/or retail land use. The requested zone district of C-1 for 3.16-acres of the site provides for allowable uses, such as medical clinics, hotels, office buildings and a variety of retail sales and services.

The purpose of the C-1 (Light Commercial) zone district is to provide indoor retail, service and office uses requiring direct or indirect arterial street access, and business and commercial development along arterials. The C-1 district should accommodate well-designed development on sites that provide excellent transportation access, make the most efficient use of existing infrastructure and provide for orderly transitions and buffers between uses. 24 Road is currently classified as a Minor Arterial north of I-70.

Properties adjacent to the subject property to the east, across 24 Road are zoned C-1 (Light Commercial) and County RSF-R (Residential Single Family – Rural). Also, to the east, west and south is County RSF-R (Residential Single Family – Rural). Directly to the north is County residential Planned Unit Development (PUD) with a City B-1 (Neighborhood Business) to the northeast located at the intersection of 24 Road and H Road, which contains Beehive Homes, an assisted living facility. Further to the south is Fellowship Church that is zoned R-R (Residential - Rural).

## **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed Rezone and Comprehensive Plan Amendment requests were held on February 4, 2020 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's Representative and City staff were in attendance along with over twelve citizens. Main comments and concerns expressed by the attendees centered on what was going to be developed on the property and what the impacts of the proposed zoning would have on the existing residential properties in the area. Since the February 2020 Neighborhood Meeting, the Applicant has modified their plan amendment and rezone request.

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 a new application sign on June 12, 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 July 31, 2020. The notice of the Planning Commission public hearing was published August 4, 2020 in the Grand Junction Daily Sentinel.

## **ANALYSIS**

## **Comprehensive Plan Amendment**

The criteria for review are set forth in Section 21.02.130 (c) (1). The criteria provide that the City may amend the Comprehensive Plan, neighborhood plans, corridor plans and area plans if the proposed change is consistent with the vision (intent), goals and policies of the Comprehensive Plan and at least one of the criteria outlined below;

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

The 2010 Comprehensive Plan includes a Future Land Use Map which identifies this property as having three designations; Village Center, Residential High Mixed Use (16 – 24 du/ac) and Residential Medium (4 – 8 du/ac). With this request, the Applicant is requesting to remove any area designated as Residential High Mixed Use and to designate the majority of the site as Residential Medium (4 – 8 du/ac), an area proposed as 14.90-acres. The remaining 3.16 acres would become classified as Village Center. Land use designations do not always follow property lines and it is not unusual for a single parcel of land to have more than one land use classification, especially larger acreage such as this. The intent of the Future Land Use Map designations would suggest that the property would develop with more of an emphasis on higher density residential with a smaller percentage remaining for commercial development.

Staff has been unable to identify any event subsequent to the existing designation that would invalidate the current three designations, and therefore staff finds this criterion has not been met.

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

The condition of the surrounding area has changed within the area since the adoption of the 2010 Comprehensive Plan. This includes the area known as the Proietti Annexation (782 24 Road) which was zoned C-1 (Light Commercial) in 2014. In addition, the Taurus Park Plaza Annexation (789 23 Road) zoned PD (Planned Development – contemplates a mix of both residential and commercial land uses ranging in densities between 6 – 32 du/ac. The City reviewed and approved the South Twenty Annexation (2335 H Road) which was zoned R-4 (Residential – 4 du/ac) and R-8 (Residential – 8 du/ac) in 2019 and finally the Maverick Estates Annexation (2428 H Road) that was zoned R-1 (Residential – 1 du/ac) in 2019. Also, Beehive Homes Assisted Living facility located at 2395 H Road has recently expanded their facilities with the construction of a second building. These changes in existing conditions lend support to the request for the elimination of the Residential High Mixed Use (16 -24 du/ac) designation and realignment of the Village Center and Residential Medium designations in that a medium dense residential designation could be seen as more compatible with the new conditions and associated zone district designations.

The existing Residential High Mixed-Use (16 – 24 du/ac) land use category is not conducive to the area to have a density range this high as the properties located on the west side of 24 Road remain single-family residential located on large lot/acreage and relatively rural in nature at this time. The recent annexations and zoning of properties from R-1 to R-8 in this area as provided are evidence of the increasing demand for single-family detached and attached residential markets rather than higher density attached single-family or multi-family as prescribed by the Residential High Mixed-Use category.

The requested Comprehensive Plan Amendments and Rezoning are consistent with the recent trend of annexation and developing properties in the Appleton Neighborhood area and therefore, 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 either the Residential Medium (4 – 8 du/ac) or the Village Center categories. Ute Water and City sanitary sewer are presently available within 24 Road. Property is also currently being served by Xcel Energy electric and natural gas. A short distance away to the south is Community Hospital located on G Road. Further to the south on 24 Road is the Mesa Mall area which includes restaurants, retail and service centers, banks and a grocery store, etc. Appleton Elementary School is located less than a mile from the property on H Road.

In general, staff has found public and community facilities are adequate to serve the type and scope of the Residential Medium (4 – 8 du/ac) and Village Center designations as 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

The property is currently comprised of three designations. The Applicant proposes eliminating the Residential High Mixed-Use designation and replacing it with mostly Residential Medium (4 – 8 du/ac) and a small portion of Village Center designations. Both the Residential Medium designation and the Village Center comprise large areas of largely undeveloped land in the proximate area (42-acres adjacent to the applicant's property) and thus, Staff finds that the criterion has not been met.

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



The property currently contains three Future Land Use categories, Village Center, Residential High Mixed Use (16 – 24 du/ac) and Residential Medium (4 – 8 du/ac). With this request, the Applicant is requesting future land use designations of Residential Medium (4 – 8 du/ac), proposed as 14.90-acres and Village Center, proposed as 3.16-acres with proposed zoning designations of R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) respectfully. The community and area can benefit from the proposed Comprehensive Plan Amendments as the applicant is requesting Future Land Use and Zoning designations in keeping with the current designations already identified on the property with the Village Center designation for only a small portion along the 24 Road Corridor, while keeping and modifying the Residential Medium (4 – 8 du/ac) category for the remaining portion of the property, which would allow the property to develop as a mixed use development of both light commercial and residential, thus meeting the general intent and proposed uses of the 2010 Comprehensive Plan Future Land Use Map for this area of the community. The proposed Future Land Use Map amendment would simplify the development of this property by eliminating one of the three Future Land Use categories identified on this property while still providing development opportunities for both residential and commercial, in keeping with the existing Future Land Use map.

The existing Residential High Mixed-Use (16 – 24 du/ac) land use category is not conducive to the area to have a density range this high as the properties located on the west side of 24 Road remain single-family residential located on large lot/acreage and relatively rural in nature at this time. The recent annexations and zoning of properties from R-1 to R-8 in this area are evidence of the increasing demand for single-family detached and attached residential markets rather than multi-family as prescribed by the Residential High Mixed-Use category. Therefore, Staff finds that the community or area will derive benefits from the proposed amendment.

Further, the proposed Future Land Use Map Amendment to Residential Medium (4 – 8 du/ac) and Village Center implement's the following guiding principles, goals and policies of the Comprehensive Plan:

**Goal 1:** To implement the Comprehensive Plan in a consistent manner between the City, Mesa County and other service providers.

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

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

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

**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.

### **Rezone**

The criteria for review are 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 as identified:

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

The property is currently zoned R-E (Residential Estate) and was annexed into the City limits in 2006 (Arbogast Annexation # 1 & # 2). The Applicant is requesting a zoning change to R-8 (Residential – 8 du/ac – 14.90-acres) and C-1 (Light Commercial – 3.16-acres) in conjunction with a proposed Comprehensive Plan Future Land Use Map amendment to Residential Medium (4 – 8 du/ac) and Village Center. The existing zoning of R-E is currently not in conformance with any of the current Future Land Use Map designations on the property (Village Center, Residential High Mixed Use (16-24 du/ac) and Residential Medium (4-8 du/ac)). Any future development of the property would require a rezone to an appropriate zone district as allowed under the current Future Land Use Map categories as identified on the property.

The original 2010 Future Land Use Map premise for the existing three designations was that the property would follow a more residential medium to residential high overall density designation (R-8 to R-24) with a limited commercial portion. With the proposed request, the applicant is providing a mixture of both residential and commercial zonings which are still in conformance with the Comprehensive Plan's vision for this area of the community, just not to the overall density as allowed under the Residential High Mixed-Use category at 16 – 24 du/ac.

If the Comprehensive Plan Future Land Use Map requested changes are approved, the request to rezone the majority of the subject property to R-8 maintains the focus primarily on residential development which is consistent with the Comprehensive Plan. The Village Center land use classification is assigned to a smaller portion of the property, also consistent with the Future Land Use Map with a proposed zoning designation of C-1. With the adoption of the 2010 Comprehensive Plan as well as consideration of approval of the proposed amendments as included in this request, each action(s) have invalidated the R-E zone designation and therefore, 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 surrounding area has changed within the last 10-years as defined by the Proietti Annexation (782 24 Road) which was zoned C-1 (Light Commercial) in 2014. South Twenty Annexation (2335 H Road) zoned R-4 (Residential – 4 du/ac) & R-8 (Residential – 8 du/ac) in 2019 and finally the Maverick Estates Annexation (2428 H Road) zoned R-1 (Residential – 1 du/ac) in 2019. Also, Beehive Homes Assisted Living facility located at 2395 H Road has recently expanded their facilities with the construction of a second building. Therefore, there is a market and interest in both residential and nonresidential uses in this area of 24 Road and H Road.

The properties located on the west side of 24 Road remain single-family residential located on large lot/acreage and relatively rural in nature at this time. The recent annexations and zoning of properties from R-1 to R-8 in this area as defined are evidence of the increasing demand for residential markets.

The requested rezoning's are consistent with the recent trend of annexation and developing properties in the Appleton Neighborhood area and is consistent with the growth envisioned by the Comprehensive Plan. Therefore, 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 both the R-8 and C-1 zone districts. Ute Water and City sanitary sewer are presently available within 24 Road. Property is also currently being served by Xcel Energy electric and natural gas. A short distance away to the south is Community Hospital located on G Road. Further to the south on 24 Road is the Mesa Mall area which includes restaurants, retail and service centers, banks and a grocery store, etc. Appleton Elementary School is also located less than a mile from the property on H Road.

In general, staff has found public and community facilities are adequate to serve the type and scope of the R-8 and C-1 zone districts as 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

The proposed R-8 and C-1 zone districts could allow for a mixture of both commercial

and residential development. The property currently has a small amount of acreage designated as Village Center which would permit the proposed C-1 zone district. Also, a portion of the property is also designated as Residential Medium (4 – 8 du/ac). The applicant is proposing to change the current zoning of R-E (Residential Estate) to allow the property to develop as a mixed use development of both light commercial and residential zoning, thus meeting the intent of the 2010 Comprehensive Plan Future Land Use Map for this area of the community. Therefore, staff has not found there is an inadequate supply of suitably designated commercial or R-8 zoned land available either in the community or the immediate surrounding area since nearby is already vacant C-1 zone properties near I-70 and the R-8 zone district comprises the largest amount of residential zoned properties within the City.

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

The property is currently zoned as R-E (Residential Estate). The purpose of the R-E zone district is to provide low density (1 du/ac), estate-type single-family residential development on lots of at least one acre in size. The proposed R-8 zone district would allow a density range of 5.5 to 8 dwelling units an acre with a minimum 3,000 sq. ft. lot size. With this request, the Applicant is requesting future land use designations of Residential Medium (4 – 8 du/ac), proposed as 14.90-acres and Village Center, proposed as 3.16-acres with proposed zoning designations of R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) respectfully. The community and area can benefit from the proposed requests as the applicant is requesting zoning designations in keeping with the current designations already identified on the property with the Village Center designation for only a small portion along the 24 Road Corridor, while keeping and modifying the Residential Medium (4 – 8 du/ac) category for the remaining portion of the property, which would allow the property to develop as a mixed use development of both light commercial and residential, thus meeting the general intent of the 2010 Comprehensive Plan Future Land Use Map for this area of the community.

Recent annexations and zoning of properties from R-1 to R-8 in this area are evidence of the increasing demand for single-family detached and attached residential markets rather than multi-family as prescribed by the Residential High Mixed-Use category. Therefore, Staff finds that the community or area will derive benefits from the proposed rezones by providing development opportunities as allowed under the Future Land Use Map for the area.

Further, the proposed rezone to R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) implement's the following guiding principles, goals and policies of the Comprehensive Plan:

**Goal 1:** To implement the Comprehensive Plan in a consistent manner between the

City, Mesa County and other service providers.

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

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

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

**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 Mallard View Comprehensive Plan Amendment & Rezone requests, for a Comprehensive Plan Amendment from Residential High Mixed Use (16 – 24 du/ac) to Residential Medium (4 – 8 du/ac) and Village Center and a rezone from R-E (Residential – Estate) to R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) for the property located at 785 24 Road, the following findings of facts and condition have been made:

On the request for an amendment to the Comprehensive Plan, the following findings of fact have been made:

- 1) The request has met one or more of the criteria in Section 21.02.130(c)(1) of the Zoning and Development Code.
- 2) The request is consistent with the vision, goals and policies of the Comprehensive Plan.

On the request for rezoning, the following findings of fact have been made:

- 1) The request has met one or more of the criteria in Section 21.02.140 of the Zoning and Development Code.
- 2) The request is consistent with the vision (intent), goals and policies of the Comprehensive Plan.

Therefore, the Planning Commission recommends approval of the requested Comprehensive Plan Amendment and Rezone requests.

**FISCAL IMPACT:**

This land use request does not have direct fiscal impact.

**SUGGESTED MOTION:**

I move to introduce an ordinance for a Comprehensive Plan Amendment from Residential High Mixed Use (16 – 24 du/ac) to Residential Medium (4 – 8 du/ac) and Village Center and a rezone from R-E (Residential – Estate) to R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) on a total of 17.84-acres, located at 785 24 Road and set a public hearing for September 16, 2020.

**Attachments**

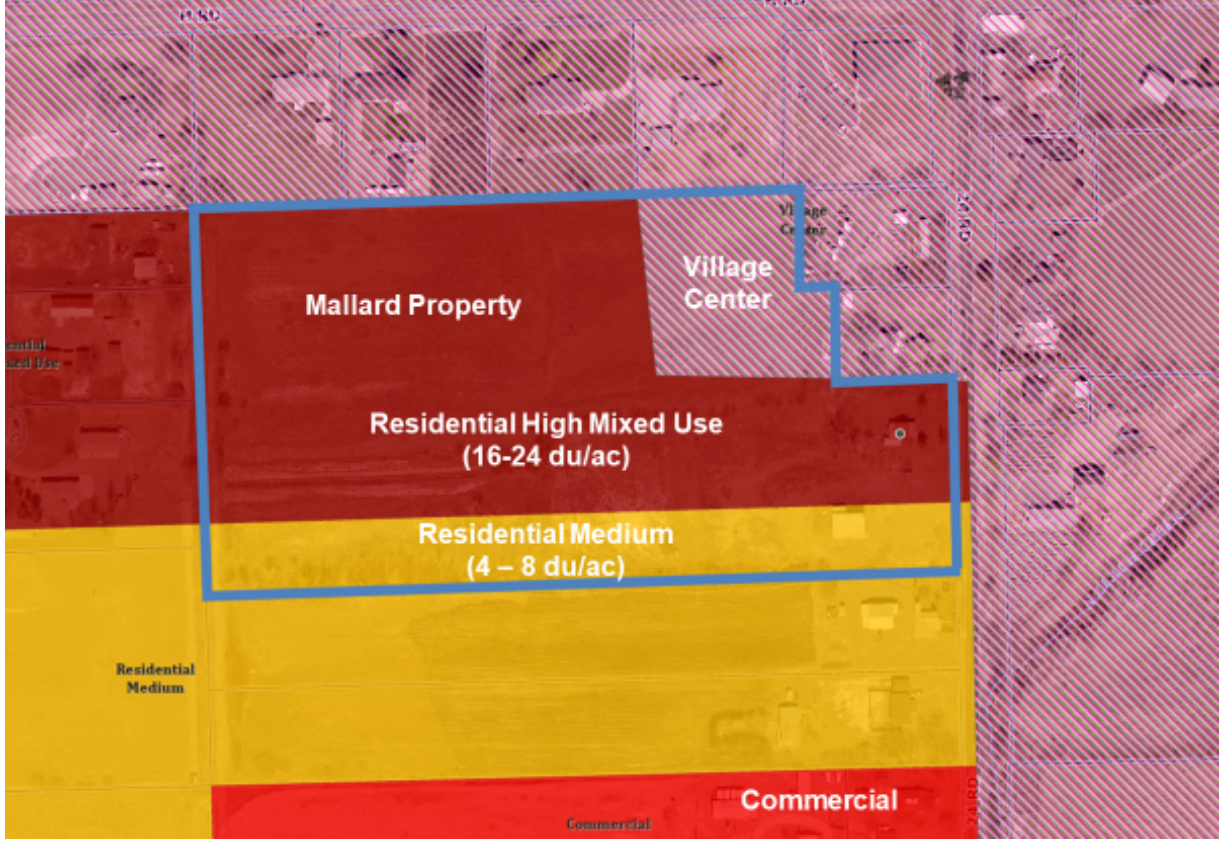
1. Site Location, Aerial, Future Land Use & Zoning Maps, etc
2. Development Application Dated June 3, 2020
3. Public Correspondence Recieved
4. PC Minutes - DRAFT - August 11,2020
5. Combined CPA and Zoning Ordinance



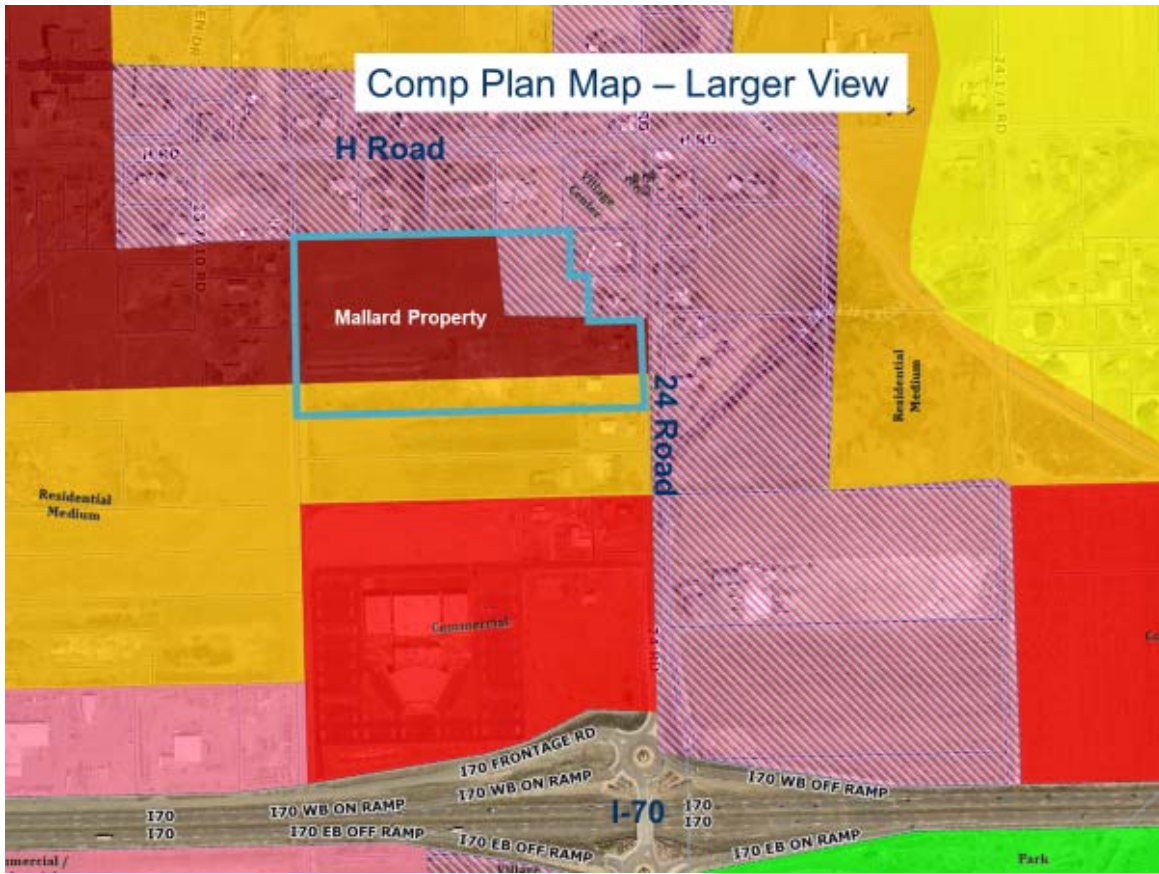


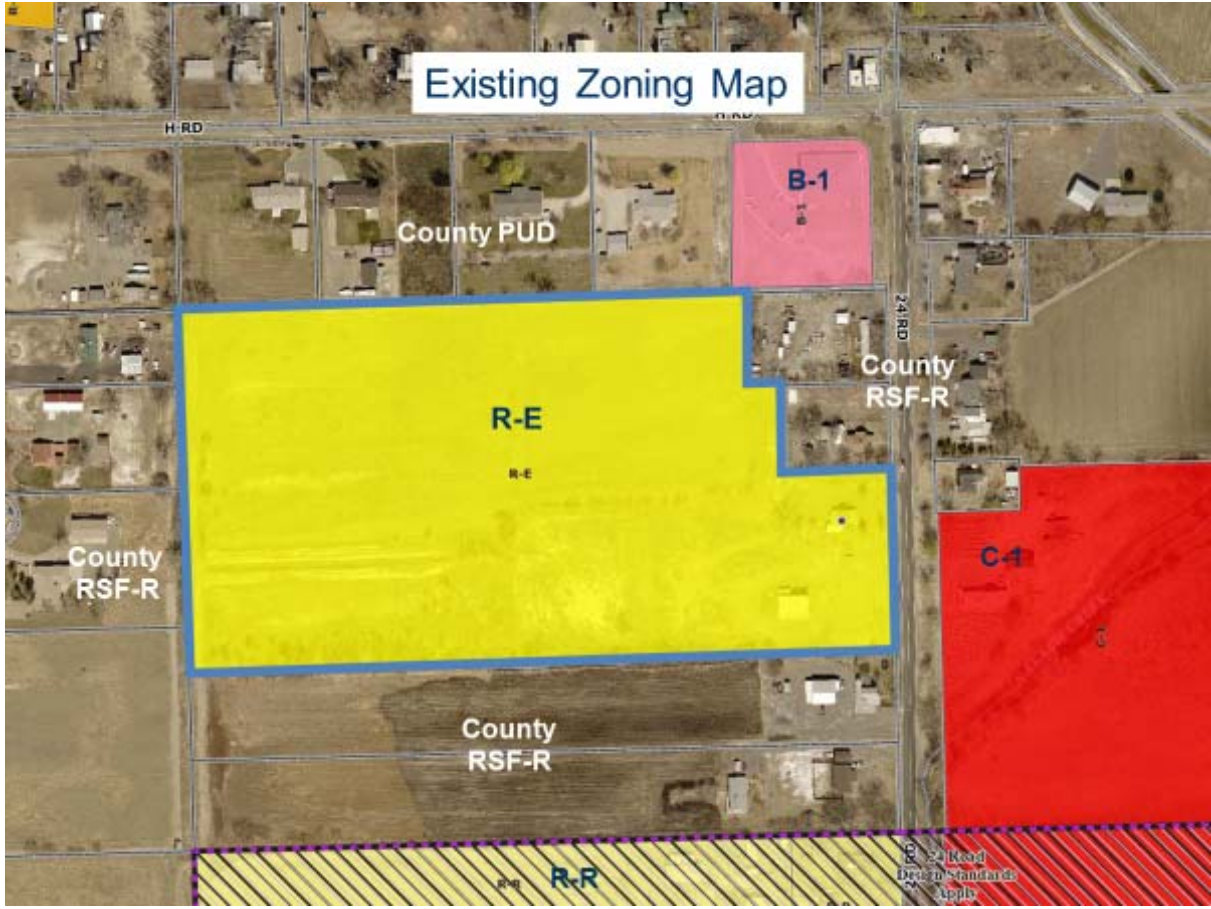


# Comprehensive Plan Future Land Use Map



# Comp Plan Map – Larger View







**Google Maps Street view of property from 24 Road, looking northwest – July 2019**

## Development Application

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

Petition For:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

### Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

### Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Date

Signature of Legal Property Owner

Date

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Mallard View, LLC ("Entity") is the owner of the following property:

(b) 785 24 Road, Grand Junction, CO 81505

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

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

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

- The Entity is the sole owner of the property.
- The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Rezone

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

(e) N/A

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

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

Signature of Entity representative: *[Signature]*

Printed name of person signing: John Davis

State of Colorado )

County of Mesa ) ss.

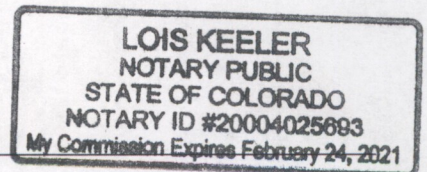
Subscribed and sworn to before me on this 11 day of February, 2020

by John Davis

Witness my hand and seal.

My Notary Commission expires on 2.24.21

Lois Keeler  
Notary Public Signature



## Instructions

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

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

2/3

WARRANTY DEED

Grantor(s):  
Steve V. Arbogast

2321584 BK 4176 PG 93  
06/08/2006 01:42 PM

Janice Ward CLK&REC Mesa County, CO  
RecFee \$5.00 SurChgs \$1.00  
DocFee \$79.99

whose address is , ,

\*County of \_\_\_\_\_, and State of \_\_\_\_\_

SEVEN HUNDRED NINETY NINE THOUSAND NINE HUNDRED AND NO/100-----  
-----dollars, in hand paid, hereby sell(s)

and convey(s) to:

Mallard View, LLC

whose address is P.O. Box 2867, Grand Junction, Colorado 81505

\*County of Mesa, and State of Colorado, the following real

property, in the \*County of Mesa, and State of Colorado, to wit:

TAX SCHEDULE NUMBER: 2701-321-00-027

A parcel of land situate in the Northeast Quarter of the Northeast Quarter of Section 32, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado, as described in Book 2990 at Page 652 of the records of said Mesa County, being more particularly described as follows:

The North Half of the South Half of the Northeast Quarter of the Northeast Quarter and the South Half of the North Half of the Northeast Quarter of the Northeast Quarter of said Section 32;

EXCEPT:

Commencing at the Northeast Corner of said Section 32, being a found Mesa County survey marker, the basis of bearing being S00°02'59"W to the North 1/16 corner of said Section 32, being another found Mesa County survey marker;

thence S00°02'59"W a distance of 330.22 feet to the Point of Beginning;  
thence S00°02'59"W a distance of 330.22 feet;  
thence N89°58'07"W a distance of 222.75 feet;  
thence N00°02'59"E a distance of 160.21 feet;  
thence N89°58'17"W a distance of 61.00 feet;  
thence N00°02'29"E a distance of 170.00 feet;  
thence S89°58'17"E a distance of 283.75 feet to the Point of Beginning.

also known by the street and number as 785 24 Road, Grand Junction, Colorado 81505

with all its appurtenances, and warrant(s) the title to the same, subject to:

general taxes for the year and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8a (Title Review) of the Contract to Buy & Sell Real Estate relating to the above described property; distribution utility easements (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8b (Matters Not Shown by the Public Records) and Section 8c (Survey Review) of the Contract to Buy & Sell Real Estate relating to the above described real property; inclusion of the Property within any special tax district; and, the benefit and burdens of any declaration and party wall agreements, if any.

Signed this 26 th day of May, 2006

*Steve V. Arbogast*

Steve V. Arbogast

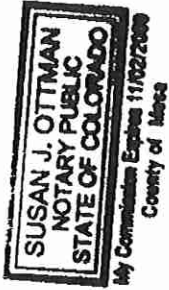
STATE OF COLORADO

\*County of MESA

} ss.

The foregoing instrument was acknowledged before me this 26 th day of May 2006

BY: Steve V. Arbogast



My Commission expires

Witness my hand and official seal.

*[Signature]*  
Notary Public

\*If in Denver, insert "City and"



**Project Report  
for  
Mallard Rezone Request -  
RE (Residential Estate) to  
R8 (Residential 4-8 du/ac) and C1 (Light Commercial)**

Date: June 1, 2020

Prepared by: Robert W. Jones II, P.E.  
Vortex Engineering and Architecture, Inc.  
861 Rood Avenue  
Grand Junction, CO 81501  
(970) 245-9051  
VEI# F10-050

Submitted to: City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Type of Design: Rezone Request from RE to C1 and R8

Property Owner: Mallard View, LLC  
637 25 Road  
Grand Junction, CO 81505

Property Address: 785 24 Road  
Grand Junction, CO 81505

Tax Parcel No: 2701-321-00-027

## 1. Project Intent

This application is made to request a rezone from RE (Residential Estate) zone district to the R8 (Residential, 5.5-8 du/ac) zone district and to the C1 (Light Commercial) zone district which supports the Comprehensive Plan's goal for residential development and a Village Center in the Appleton Neighborhood area of the community. The owner's intent is to prepare the subject property for future development that will be consistent with development as envisioned by the Comprehensive Plan.

## 2. Project Description

The subject property is located at 785 24 Road and is approximately 18.06 acres. The property is located in an area of the City that has seen recent annexations and development of properties with residential and non-residential development. As the City moves forward with their efforts to update the existing Comprehensive Plan, the Appleton Neighborhood has been identified as an area likely to see increased interest in development. The applicant would like to prepare the subject property for future development that is consistent with the type of development envisioned by the Comprehensive Plan which includes residential development and a Village Center.

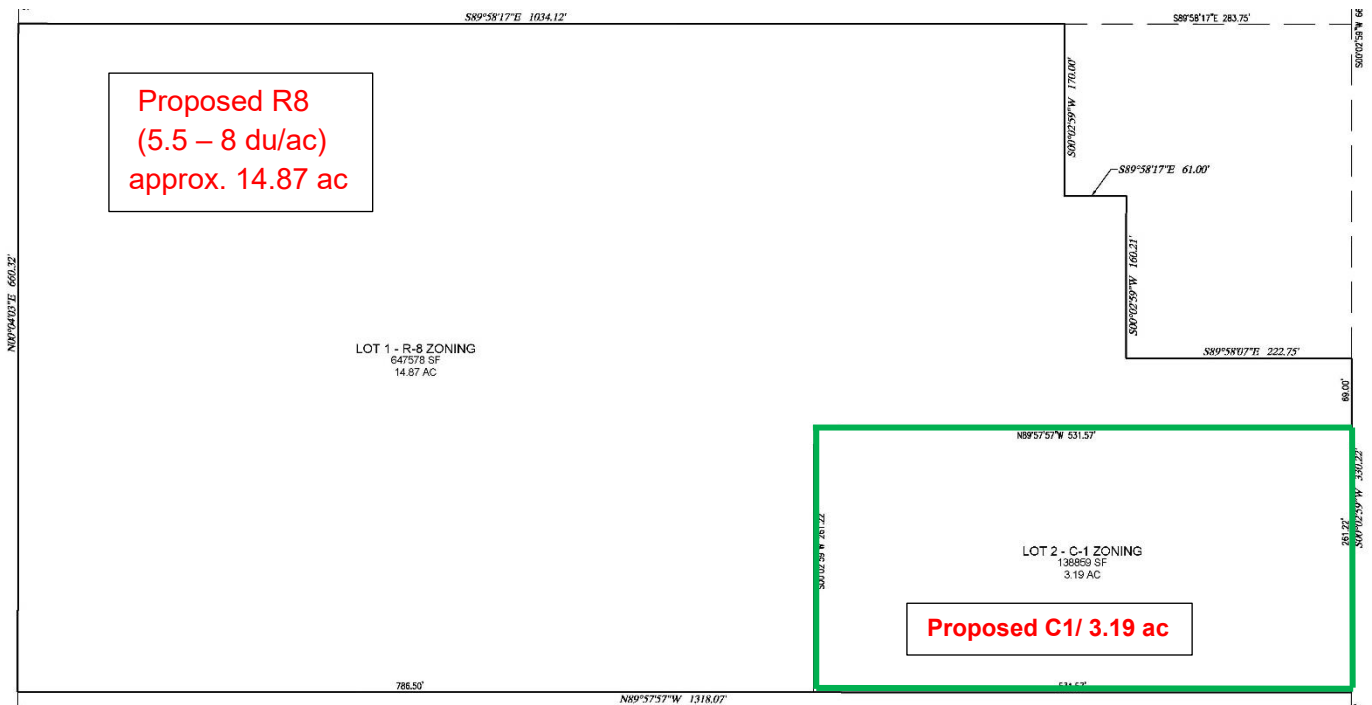
The property is ideally located to provide residential and commercial development that will support the Appleton Neighborhood. There is a demonstrated demand for housing in the Appleton Neighborhood as well as commercial. The R8 zone district provides an opportunity for a variety of housing types through the bulk standards of the zone district while the C1 zone district allows uses that include high density multi-family housing such as apartments, medical clinics, hotels, office buildings, health club and a variety of retail sales and services, as well as indoor and outdoor recreational and entertainment uses.

The applicant is requesting a rezone from the RE (Residential Estate) zone district to the R8 zone district (Residential 4-8 du/ac with a minimum density of 5.5 du/ac) for approximately 14.87 acres of the property and to the C1 zone district (Light Commercial) for approximately 3.19 acres for the small area on 24 Road. The residential area will allow the provision of a variety of housing of types to serve the community utilizing the majority of the subject property. The proposed split zoning will also allow a small commercial site sufficient in size to develop for services as allowed by the C1 zone district that takes advantage of the I-70 exit ramp and the Appleton Neighborhood community.

The current zoning of the subject property is Residential Estate which is not consistent with the Comprehensive Plan. The property must be rezoned to enable development to occur in accordance with the Comprehensive Plan.



## Rezone Request



## Legal Description

The legal description of this site is:

N2S2NE4NE4 + S2N2NE4NE4 SEC 32 1N 1W EXC BEG 322.5FT S OF NE COR SEC 32 W 258.75FT S 170FT E 36FT S 160FT E 222.75FT N TO BEG

### **3. Neighborhood Meeting**

A Neighborhood Meeting was held on Tuesday, February 4, 2020, from 5:30 to 6:30 pm at the Canyon View Vineyard Church, located at 736 24 ½ Road, Grand Junction. The owner's representative provided an overview of the applicant's rezone request and answered questions from area residents. Scott Peterson, Senior Planner with the City of Grand Junction Community Development Department, also attended the meeting to answer questions about the review and approval process.

The meeting was well attended by approximately eighteen citizens, although not all citizens signed the attendance sheet. A list of all those attending the meeting has been included with this application, as well as the primary issues of concern that were discussed during the meeting. Most comments raised during the meeting concerned what the proposed use will be, the maximum height and possible uses allowed in the C1 district, truck traffic on 24 Road and availability of utilities such as sewer and water.

Public notice for this application will be provided in accordance with Sec. 21.02.080(g) of the Grand Junction Municipal Code, including posting the subject property on the public right-of-way.

### **4. Comprehensive Plan**

The Comprehensive Plan's Future Land Use Map shows the subject property with three different land use classifications: Village Center Mixed Use (VCMU, 7 du/ac), Residential High Mixed Use (RMH, 16-24 du/ac) and Residential Medium (RM, 4-8 du/ac).

Because land use classifications do not always follow property lines, it's not unusual for a single parcel of land to have more than one land use classification. When a parcel has more than one land use classification, it allows greater flexibility for the specific zoning of the property and the future development.

The proposed rezone meets a number of the goals and policies of the Comprehensive Plan:

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

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

**Goal 3, Policy A:** To create large and small “centers” throughout the community that provide services and commercial areas.

**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.

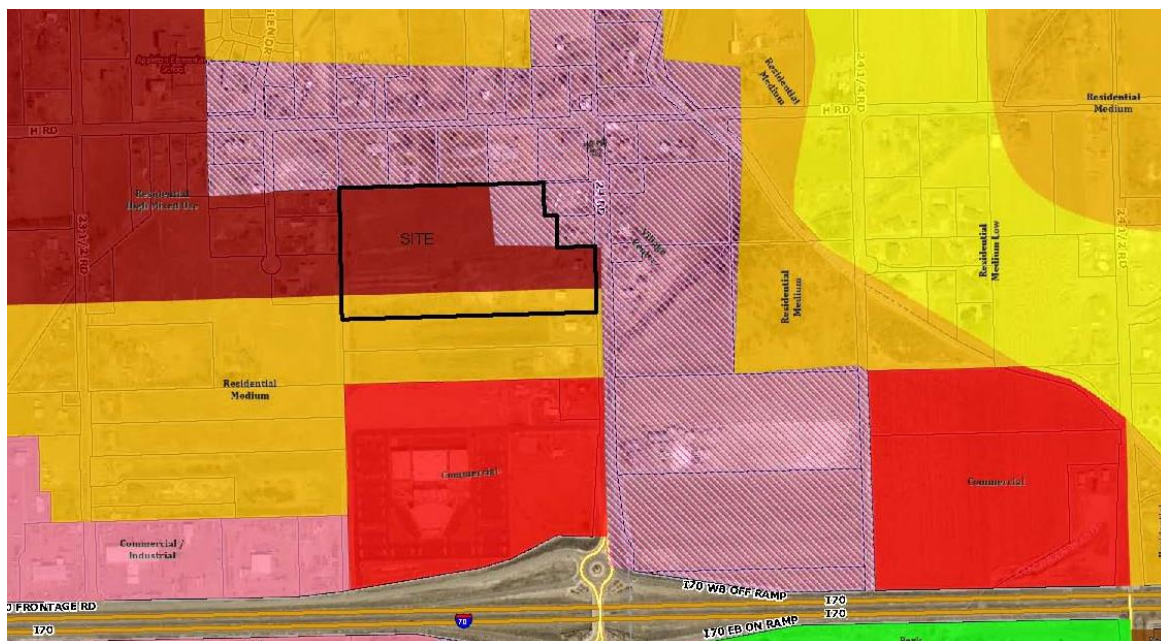
**Goal 5, Policy C:** Increasing the capacity of housing developers to meet housing demand.

In addition to the goals and policies, the proposed development also meets the following Guiding Principles of the Comprehensive Plan:

**Guiding Principle 1:** Concentrated Centers – The Plan calls for three types of centers: The City Center, Village Centers and Neighborhood Centers. The Plan establishes “Mixed Use Opportunity Corridors” along some major corridors.

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

**Guiding Principle 3:** Allow, encourage more variety in housing types (more than just large lot single family homes) that will better meet the needs of our diverse population – singles, couples, families, those just starting out, children who have left home, retirees, etc.



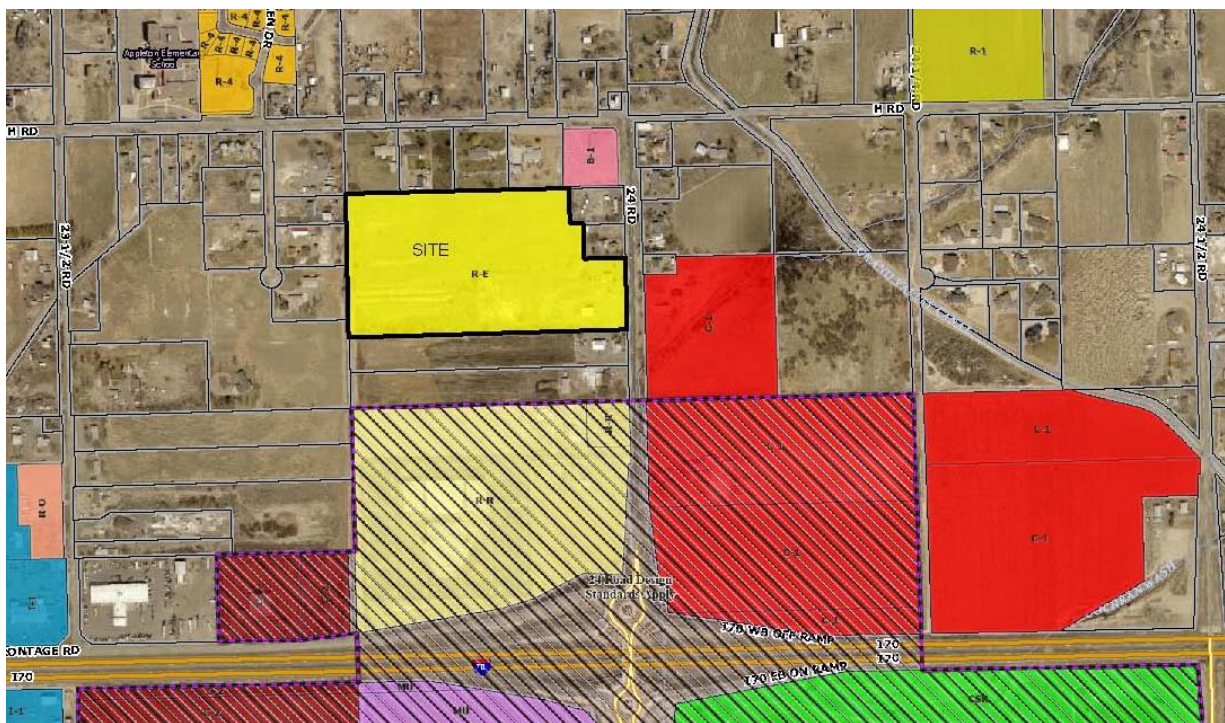
## 5. Zoning and Surrounding Areas

The applicant is requesting a rezone from the existing Residential Estate (RE, 1 du/ac) zone district to the R8 (Residential, 5.5-8 du/ac) zone district and C1 (Light Commercial) zone district to better prepare the subject property for future residential and limited commercial development.

The Residential Estate zone district does not implement any of the assigned land use classifications of the Comprehensive Plan and is therefore not consistent with the Plan. The request to rezone approximately 14.87 acres to the R8 zone district will preserve the City's desire for residential housing on the majority of the subject property. Only a small portion of the southeast corner of the property (approximately 3.19 acres) is requested to be rezoned to C1. Both the R8 and C1 zone districts are consistent with the Future Land Use Map of the Comprehensive Plan.

Surrounding area zoning and land uses include:

- North – Mesa County Planned Unit Development (PUD) with single family land uses
- South – Mesa County RSF-R with single family and agricultural land uses
- West – Mesa County RSF-R with single family land uses
- East – Mesa County RSF-R with single family land uses



The subject property is not located within any Neighborhood Area plans; the Appleton Area plan was sunset with adoption of the 2010 Grand Junction Comprehensive Plan and the 24 Road Corridor Plan does not extend north to include this property.

## 6. Utility Providers

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

Utility providers for the site are as follows:

- Sewer: City of Grand Junction/Persigo Wastewater Treatment Plant
- Water: Ute Water Conservation District
- Gas/Electric: Xcel Energy and Grand Valley Power
- Drainage: Grand Valley Drainage District
- Irrigation: Grand Valley Irrigation Company

All utilities shall be constructed to the design specifications and standards of the utility providers.

## 7. Drainage

The subject property has a gentle slope from east to west with an elevation of 4590 feet sloping to 4576 on the western side of the site. Stormwater and water quality for the site will be addressed at the time of actual development. It is anticipated that drainage will be detained onsite and discharged to an appropriate facility off-site at the time of development.

## 8. Wetlands and Floodplain

The subject property is located in Zone X – outside the 0.2% annual chance floodplain on FEMA Panel #0801G. There are no wetlands on the subject property that are identified on the City and Mesa County's GIS website maps.



## 9. Approval Criteria

The approval criteria for Plan Amendments and Rezone requests are the same in Chapter 21 of the Grand Junction Municipal Code and have therefore been addressed concurrently.

Section 21.02.130(c), Criteria for Plan Amendments, states that the City may amend the Comprehensive Plan, neighborhood plans, corridor plans and area plans if the proposed change is consistent with the vision (intent), goals and policies of the Comprehensive Plan the following criteria are met; Section 21.02.140(a), Approval Criteria, states that “In order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if”:

(1) Subsequent events have invalidated the original premises and findings; and/or  
**Response:** There are three land use classifications assigned to the subject property as shown on the 2010 Comprehensive Plan Future Land Use Map: Village Center Mixed Use (approximately 2.1 acres); Residential High Mixed Use (16 – 24 du/ac) approximately (12.1 acres); and Residential Medium (4 – 8 du/ac) for approximately 3.5 acres. The intent of the Future Land Use Map designations would suggest that the property would develop with an emphasis on residential rather than commercial development.

The request to rezone the majority of the subject property to R8 maintains the focus primarily on residential development which is consistent with the Comprehensive Plan. The Village Center land use classification is assigned to a smaller portion of the property. The request to rezone only 3.19 acres to Commercial is also consistent with the land use classification and intent of the Comprehensive Plan.

**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

**Response:** The character of the area has changed with the Proietti Annexation (2014), Taurus Park Plaza Annexation (2018), South Twenty Annexation (2019) and the Maverick Estates Annexation (2019) as well as the recently developed Apple Glen Subdivision (2018), a new subdivision under review for 73 lots located at 2335 H Road and the Phase II expansion of the Beehive Homes Assisted Living facility. Clearly there is a market and interest in both residential and nonresidential uses in this area.

The properties located on the west side of 24 Road remain single-family residential located on large lot/acreage and relatively rural in nature at this time. The recent annexation and zoning of properties from R1 to R8 in this area are evidence of the residential market. The South Twenty Annexation was annexed in 2019 and zoned R4 and R8 with the same land use classifications as the subject property.

The requested rezone to R8 and C1 is consistent with the recent trend of annexation and developing properties in the Appleton Neighborhood area and is consistent with the growth envisioned by the 2010 Comprehensive Plan.

**This criterion has been MET.**



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

**Response:** Public and community facilities providing services in medical, education, recreational, retail, sales and personal services are available within 2 miles of the subject property. Ute Water and City sanitary sewer are presently available within 24 Road; Xcel Energy provides electric and natural gas to this community. Community Hospital located on G Road to the south and further south on 24 Road is the Mesa Mall area which includes restaurants, retail and service centers, banks and a grocery store, etc. All utilities have the willingness and capacity to serve the site when it develops.

**This criterion has been MET.**

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

**Response:** The request to rezone approximately 14.87 acres to R8 is consistent with the Comprehensive Plan's goal of providing more varied housing in this area of the community found in **Goal 5, Goal 5, Policy C** and **Guiding Principle 3** of the Comprehensive Plan. The small portion of the property requested for C1 zoning will also support the Appleton Neighborhood and is consistent with the Village Center land use classification. The applicant feels that the rezone request is consistent with the proportion of residential to commercial zoning and development as envisioned by the 2010 Comprehensive Plan.

**This criterion has been MET.**

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

**Response:** Future development of the subject property will provide jobs during the construction phase of development and services with new businesses to the area. Development of the site will also encourage infill development in the Appleton Neighborhood area, resulting in more compact development and less urban sprawl. The provision of housing, services and potential employment within the commercial area (3.19 acres) will provide benefit to the local community and overall City. Development of approximately 14.87 acres in new housing will help achieve the goals of the Comprehensive Plan for a variety of housing in this area of the community as noted earlier in this report by meeting a number of the goals, policies and Guiding Principles of the 2010 Comprehensive Plan.

**This criterion has been MET.**

## **10. Conclusion**

After demonstrating how the proposed rezone request meets the goals and policies of the Comprehensive Plan and the approval criteria from Sections 21.02.130(c) and 21.02.140(a) of the Grand Junction Municipal Code, the applicant respectfully requests approval of the request to

rezone from Residential Estate zone district to the R8 (Residential, 5.5-8 du/ac) zone district and the C1, Light Commercial zone district.

## **11. Limitations/Restrictions**

This report is a site-specific report and is applicable only for the client for whom our work was performed. The review and use of this report by City of Grand Junction, affiliates, and review agencies is fully permitted and requires no other form of authorization. Use of this report under other circumstances is not an appropriate application of this document. This report is a product of Vortex Engineering, Inc. and is to be taken in its entirety. Excerpts from this report when taken out of context may not convey the true intent of the report. It is the owner's and owner's agent's responsibility to read this report and become familiar with recommendations and findings contained herein. Should any discrepancies be found, they must be reported to the preparing engineer within 5 days.

The recommendations and findings outlined in this report are based on: 1) The site visit and discussion with the owner, 2) the site conditions disclosed at the specific time of the site investigation of reference, 3) various conversations with planners and utility companies, and 4) a general review of the zoning and transportation manuals. Vortex Engineering, Inc. assumes no liability for the accuracy or completeness of information furnished by the client or municipality/agency personnel. Site conditions are subject to external environmental effects and may change over time. Use of this report under different site conditions is inappropriate. If it becomes apparent that current site conditions vary from those reported, the design engineering should be contacted to develop any required report modifications. Vortex Engineering, Inc. is not responsible and accepts no liability for any variation of assumed information.

Vortex Engineering, Inc. represents this report has been prepared within the limits prescribed by the owner and in accordance with the current accepted practice of the civil engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or in any of our contracts.

February 10, 2020

City of Grand Junction  
Community Development Department  
Attn: Scott Peterson, Senior Planner  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

RE: Mallard Rezone Neighborhood Meeting  
Date: Tuesday, February 4, 2020  
Time: 5:30 – 6:30 PM  
Location: Canyon View Vineyard Church

Dear Mr. Peterson:

On Tuesday, February 4, 2020, a Neighborhood Meeting was held from 5:30 – 6:30 pm at the Canyon View Vineyard Church for the proposed Mallard Rezone. An overview of the proposed rezone request from the RE, Residential Estate zone, to the C1, Light Commercial zone was presented by Lisa Cox of Vortex Engineering, Inc., followed by questions from the neighborhood residents.

The meeting was well attended with approximately eighteen citizens, Scott Peterson from the City of Grand Junction, and Lisa Cox, Robert Jones and Jennifer Christensen from Vortex Engineering, Inc. Comments, questions and concerns were voiced during the meeting.

Lisa Cox, with Vortex Engineering, Inc., provided an overview of the requested rezone from RE, Residential Estate, to the C1, Light Commercial zone district, as well as a list of allowed uses in the C1 zone. Ms. Cox stated that the C1 zone district supports the Comprehensive Plan's goal of creating a Village Center in the Appleton area of 24 Road and H Road. The current zoning of property in the Appleton area was also reviewed, including the six parcels to the east that are currently zoned C1.

Ms. Cox stated that the current zoning does not implement the Future Land Use Map of the Comprehensive Plan and that the property will have to be rezoned to be developed. Ms. Cox reviewed the other possible zone districts that implement the City's Future Land Use Map for the property that support the Village Center concept.

The following is a synopsis of the questions posed by the neighborhood residents:

- What was the maximum height allowed in the C1 zone district?
- What was going to be developed on the property?
- Does C1 support warehousing like FedEx and UPS?
- Will citizens get a handout from the City of allowed uses in the C1?

- Where are utilities coming from?
- Why isn't the church zoned C1?

Ms. Cox reviewed the ways that citizens will receive notice of the application when it has been received by the City and that the application will be processed with two public hearings through the Planning Commission and City Council. There would be multiple opportunities for public input during the review process.

At 6:25 p.m. Lisa Cox thanked those who attended the neighborhood meeting and shared their concerns. The meeting was then closed.

Upon review of the meeting notes, please do not hesitate to contact me by phone at 970-245-9051 or by email at [rjones@vortexeng.us](mailto:rjones@vortexeng.us) should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Robert W. Jones II". The signature is written in a cursive, flowing style.

Robert W. Jones II, P.E.  
Vortex Engineering & Architecture, Inc.

Cc: File

**Mallard Rezone  
Neighborhood Meeting Sign-In Sheet  
Tuesday, February 4, 2020**

	Full Name (Printed)	Address	City	Zip
1	Jennifer Christensen	8161 Road Ave.	GJ	81501
2	LISA Cox	8161 Road Ave.	GJ	81501
3	Alan Pruitt	782-23 1/10 Rd	GJ	81505
4	Deek Pennington	780-23 1/10 Rd	GJ	81505
5	Wendell Gates	2395 H Road	GJ	81505
6	Janet Abraham	2387 H Road	GJ	81505
7	James Abraham	"	"	"
8	Kimberly V Cloud	2391 H Rd	GJ	81505
9	Allen Etcheverry	777 24 rd	GJ	81505
10	Shellie Etcheverry	1779 24 Rd	GJ	81505
11	SCOTT PETERSON	CITY PLANNERS		81501
12	Scott Love	786 24 rd	CO	81505
13	Ron Gray	2364 H Rd	GJ	81605
14	Barbara Justice + Scott Ryden	792 237/10 Rd	GJ	81505
15	Robert W. Jones, II	8161 Road Avenue	GJ	81501
16				

# City of Grand Junction Review Comments

**Date:** June 26, 2020      **Comment Round No.** 1      **Page No.** 1 of 4  
Mallard View Rezone & Comp Plan      RZN-2020-288  
**Project Name:** Amendment      **File No:** CPA-2020-289  
**Project Location:** 785 24 Road

Check appropriate  if comments were mailed, emailed, and/or picked up.

**Property Owner(s):** Mallard View LLC – Attn: John Davis  
 **Mailing Address:** 637 25 Road, Grand Junction, CO 81505  
 **Email:** [jdavis@bluestarindustries.com](mailto:jdavis@bluestarindustries.com)      **Telephone:** (970) 640-4320  
 **Date Picked Up:** \_\_\_\_\_      **Signature:** \_\_\_\_\_

**Representative(s):** Vortex Engineering Inc. – Attn: Robert Jones II  
 **Mailing Address:** 861 Rood Avenue, Grand Junction, CO 81501  
 **Email:** [rjones@vortexeng.us](mailto:rjones@vortexeng.us)      **Telephone:** (970) 245-9051  
 **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](mailto:scottp@gjcity.org)      **Telephone:** (970) 244-1447  
**Dev. Engineer:** Jarrod Whelan  
**Email:** [jarrodw@gjcity.org](mailto:jarrodw@gjcity.org)      **Telephone:** (970) 244-1443

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

## CITY PLANNING

1. Application is to request a Rezone from R-E (Residential Estate) to C-1 (Light Commercial – (3.19 +/- acres)) and R-8 (Residential – 8 du/ac – (14.87 +/- acres)) along with a Comprehensive Plan Future Land Use Map Amendment from Residential High Mixed Use (16 - 24 du/ac) to Residential Medium (4 - 8 du/ac) and Village Center, in anticipation of future commercial and residential development. Existing property is 17.84 +/- acres in size. The proposed R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) Zone Districts are applicable zone districts within the Residential Medium and Village Center categories respectfully.

**Applicant's Response:**

**Document Reference:**

2. Legal Description of Areas:

- a. According to the applicant's submitted map exhibit for the proposed zoning areas, there is a 69' foot wide gap adjacent to 24 Road in anticipation of a future right-of-way that would serve the anticipated residential and commercial developments. FYI. A standard commercial street section would be a 52' wide right-of-way. Does applicant still want to provide a 69' wide frontage adjacent to 24 Road? If that is the case, it would be assumed that the remaining 17' of land area would be utilized as an HOA landscaping strip entrance feature for the future residential development along with a screen and buffer for the property located at 789 24 Road. Please address further.
- b. City Project Manager is supportive of the applicant's requests to change the Comprehensive Plan Future Land Use Map and Rezone the property as identified within this application to R-8 (14.87 +/- acres) and C-1 (3.19 +/- acres). Therefore, please submit a metes/bounds legal description and map exhibit prepared by a Licensed Land Surveyor for the requested R-8 and C-1 zone districts in preparation for City Ordinance.

Applicant's Response:

Document Reference:

3. Planning Commission and City Council Public Hearings:

Once proposed legal descriptions and map exhibits have been reviewed and approved by City Surveyor, City Project Manager will schedule applications for the next available Planning Commission and City Council meetings.

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

Applicant's Response:

Document Reference:

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**CITY DEVELOPMENT ENGINEER**

No Exceptions Taken.

Applicant's Response:

Document Reference:

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

The Grand Junction Fire Department's Fire Prevention Bureau has no comments or objections.

Applicant's Response:

Document Reference:

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**CITY ADDRESSING – Pat Dunlap – [patd@gjcity.org](mailto: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](mailto:Darrell.bay@mesacounty.us) (970) 244-1651**

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MCBD has no objections to this project.

**Applicant's Response:**

**Review Agency: Ute Water Conservancy District**

**Contact Name: Jim Daugherty**

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

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No objections to CPA & re-zone only.

**Applicant's Response:**

**Review Agency: Grand Valley Drainage District**

**Contact Name: Tim Ryan**

**Email / Telephone Number: [tim.admin@gvdd.org](mailto:tim.admin@gvdd.org) (970) 242-4343**

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GVDD has no comment or objection to the rezoning, but the District requests that our easement, R#2552880, be shown on the plat and other maps.

**Applicant's Response:**

**Review Agency: Grand Valley Power**

**Contact Name: Perry Rupp**

**Email / Telephone Number: [prupp@gvp.org](mailto:prupp@gvp.org) (970) 242-0040**

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1. The project is not in the Grand Valley Power (GVP) service area.
2. Thanks for the opportunity to review the project.

**Applicant's Response:**

## REVIEW AGENCIES

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

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

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1. Xcel Energy
2. Grand Valley Irrigation Company

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

1. **Please follow-up with City Planning as necessary.**



Date due: **September 26, 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**

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**Date**

July 6, 2020

**TO:** City of Grand Junction – Planning Department  
Attn: Scott Peterson, Senior Planner  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**RE:** Mallard Rezone R8-C1  
Response to Comments – Round 1  
785 24 Road  
Grand Junction, CO 81505

**FILE #:** RZ-2020-288 and CPA-2020-289

**VEAI #:** F10-050

The following Response to Comments is provided in response to Round 1 Review Comments dated June 26, 2020, from various City Departments and outside agencies.

## CITY PLANNING

### Comments:

1. Application is to request a Rezone from R-E (Residential Estate) to C-1 (Light Commercial – (3.19 +/- acres)) and R-8 (Residential – 8 du/ac – (14.87 +/- acres)) along with a Comprehensive Plan Future Land Use Map Amendment from Residential High Mixed Use (16 - 24 du/ac) to Residential Medium (4 - 8 du/ac) and Village Center, in anticipation of future commercial and residential development. Existing property is 17.84 +/- acres in size. The proposed R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) Zone Districts are applicable zone districts within the Residential Medium and Village Center categories respectfully.

**Response:** Comment acknowledged.

2. Legal Description of Areas:

a. According to the applicant's submitted map exhibit for the proposed zoning areas, there is a 69' foot wide gap adjacent to 24 Road in anticipation of a future right-of-way that would serve the anticipated residential and commercial developments. FYI. A standard commercial street section would be a 52' wide right-of-way. Does applicant still want to provide a 69' wide frontage adjacent to 24 Road? If that is the case, it would be assumed that the remaining 17' of land area would be utilized as an HOA landscaping strip entrance feature for the future residential development along with a screen and buffer for the property located at 789 24 Road. Please address further.

**Response:** Comment acknowledged. The applicant's intent is to construct the 52' (right-of-way) commercial street at the entrance to 24 Road and will utilize the extra right-of-way as additional buffer and screening for the property to the north located at 789 24 Road. The area located between the entrance street (with 52' ROW) is a result of the required chamfer at 24 Road and results in a strip that will be used for landscaping and buffering that exceeds the City's standard requirements between the C1 property and 789 24 Road which is currently zoned RSF-R in unincorporated Mesa County.

b. City Project Manager is supportive of the applicant's requests to change the Comprehensive Plan Future Land Use Map and Rezone the property as identified within this application to R-8 (14.87 +/- acres) and C-1 (3.19 +/- acres). Therefore, please submit a metes/bounds legal description and map

exhibit prepared by a Licensed Land Surveyor for the requested R-8 and C-1 zone districts in preparation for City Ordinance.

**Response:** Comment acknowledged. See the metes/bounds legal description for each portion to be rezoned R8 and C1 included with this Response to Comments.

3. Planning Commission and City Council Public Hearings:

Once proposed legal descriptions and map exhibits have been reviewed and approved by City Surveyor, City Project Manager will schedule applications for the next available Planning Commission and City Council meetings. Code Reference: Sections 21.02.140 of the Zoning and Development Code.

**Response:** Comment acknowledged.

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**CITY DEVELOPMENT ENGINEER**

No exceptions taken.

**Response:** Comment acknowledged.

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**CITY FIRE DEPARTMENT – Matt Sewalson – [mattse@gjcity.org](mailto:mattse@gjcity.org) (970) 256-4030**

The Grand Junction Fire Department's Fire Prevention Bureau has no comments or objections.

**Response:** Comment acknowledged.

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

No comments.

**Response:** Comment acknowledged.

**OUTSIDE REVIEW AGENCY COMMENTS**  
(Non-City Agencies)

**Review Agency: Mesa County Building Department**

**Contact Name: Darrell Bay**

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

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MCBD has no objections to this project.

**Response:** Comment acknowledged.

**Review Agency: Ute Water Conservancy District**

**Contact Name: Jim Daugherty**

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

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No objections to CPA & re-zone only.

**Response:** Comment acknowledged.

**Review Agency: Grand Valley Drainage District**

**Contact Name: Tim Ryan**

**Email / Telephone Number:** tim.admin@gvdd.org (970) 242-4343

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GVDD has no comment or objection to the rezoning, but the District requests that our easement, R#2552880, be shown on the plat and other maps.

**Response:** Comment acknowledged. The easement will be shown on the plat with the future application for a Simple Subdivision to formally subdivide the property.

**Review Agency: Grand Valley Power**

**Contact Name: Perry Rupp**

**Email / Telephone Number:** prupp@gvp.org (970) 242-0040

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1. The project is not in the Grand Valley Power (GVP) service area.

**Response:** Comment acknowledged.

2. Thanks for the opportunity to review the project.

**Response:** Comment acknowledged.

## **REVIEW AGENCIES**

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

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

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1. Xcel Energy
2. Grand Valley Irrigation Company

Upon your review of this information, should you have any questions or require additional information, please do not hesitate to contact me at 970-245-9051 or by email at rjones@vortexeng.us. Thank you.

Sincerely,


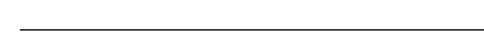

**Vortex Engineering, Inc.**



**Robert W. Jones, II, P.E.**

cc: File

**LEGEND**

-  PROPERTY BOUNDARY
-  LOT LINE
-  SECTION LINE

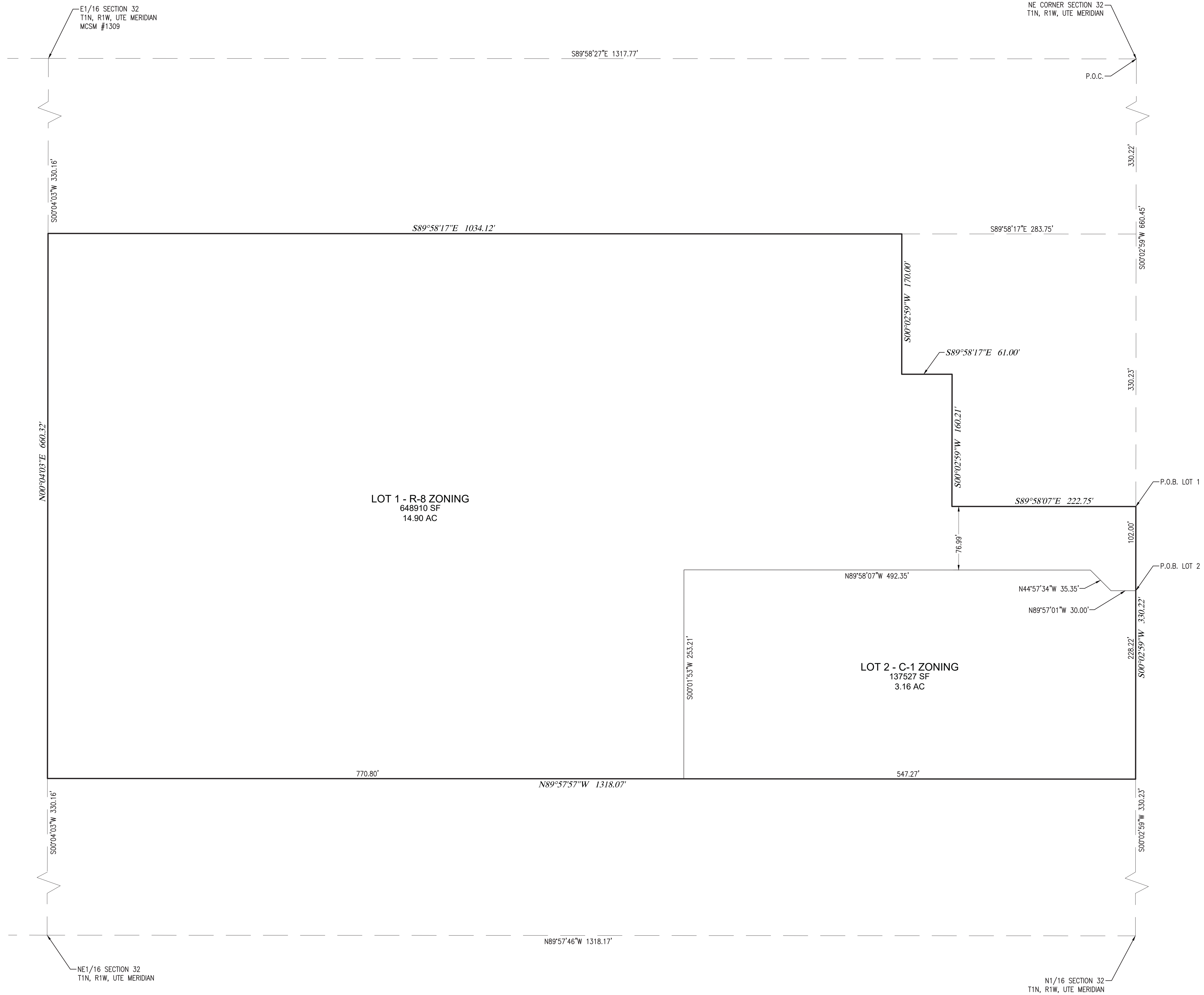
**AREA SUMMARY:**

PROPOSED R-8 ZONING:	14.90 AC.	82.5%
PROPOSED C-1 ZONING:	3.16 AC.	17.5%
TOTAL:	18.05 AC.	100%

TOTAL AREA IS BASED ON THE SUM OF SQUARE FOOTAGE OF THE INDIVIDUAL LOTS.

**TABLE OF ABBREVIATIONS**

- MCSM - MESA COUNTY SURVEY MONUMENT
- N - NORTH
- S - SOUTH
- E - EAST
- W - WEST
- T - TOWNSHIP
- R - RANGE
- SF - SQUARE FEET
- AC - ACRES
- P.O.B - POINT OF BEGINNING
- P.O.C - POINT OF COMMENCEMENT.



SCALE IN FEET



1" = 60'  
LINEAL UNITS = U.S. SURVEY FEET

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

**VORTEX ENGINEERING, INC.**  
 CONSTRUCTION MANAGERS & SITE PLANNERS  
 PROJECT MANAGERS  
 CIVIL & CONSULTING ENGINEERS  
 861 Rood Avenue  
 Grand Junction, CO 81501  
 Phone: (970) 245-9051  
 Fax: (970) 245-7639

**ALEXANDRE B. LHERITIER**  
 PROFESSIONAL LAND SURVEYOR  
 COLORADO LICENSE No. 38464



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REV	DATE	DESCRIPTION
1	07/21/20	CITY COMMENTS DATED 7/21/2020

**BOUNDARY DESCRIPTIONS EXHIBIT**  
**MALLARD REZONE**  
 785 24 ROAD  
 GRAND JUNCTION, CO

PROJECT NO: F10-050  
 DATE: 07-06-2020  
 SCALE: 1"=60'  
 mallard rezone boundary.dwg

#### Lot 1 for R-8 Zoning

A parcel of land located in the NE1/4NE1/4 Section 32, Township 1 North, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado, more particularly described as:

Commencing at the NE corner of Section 32, from which the N1/16 corner on the east line of Section 32 bears S00°02'59"W 1320.90 feet, running thence along said east line S00°02'59"W 660.45 feet to the Point of Beginning.

Running thence along said east line S00°02'59"W 102.00 feet; thence N89°57'01"W 30.00 feet; thence N44°57'34"W 35.35 feet; thence N89°58'07"W 492.35 feet; thence S00°01'53"W 253.21 feet; thence N89°57'57"W 770.80 feet to the E1/16 line of Section 32; thence along said E1/16 line N00°04'03"E 660.32 feet; thence S89°58'17"E 1034.12 feet; thence S00°02'59"W 170.00 feet; thence S89°58'17"E 61.00 feet; thence S00°02'59"W 160.21 feet; thence S89°58'07"E 222.75 feet to the east line of Section 32 and the Point of Beginning.

Parcel contains 14.90 acres.

#### Lot 2 for C-1 Zoning

A parcel of land located in the NE1/4NE1/4 Section 32, Township 1 North, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado, more particularly described as:

Commencing at the NE corner of Section 32, from which the N1/16 corner on the east line of Section 32 bears S00°02'59"W 1320.90 feet, running thence along said east line S00°02'59"W 762.45 feet to the Point of Beginning.

Running thence along said east line S00°02'59"W 228.22 feet; thence N89°57'57"W 547.27 feet; thence N00°01'53"E 253.21 feet; thence S89°58'07"E 492.35 feet; thence S44°57'34"E 35.35 feet; thence S89°57'01"E 30.00 feet to the east line of Section 32 and the Point of Beginning.

Parcel contains 3.16 acres.

Boundary description written by:

Alex Lheritier, PLS 38464

Vortex Engineering

861 Rood Ave.

Grand Junction, CO 81501

TO: Scott Peterson and the entire Planning Commission

RE: Mallard View Rezoning Hearing

We wish to oppose the proposed zoning change of approximately 14.9 acres at 785 24 Road to an R-8 Designation for the following reasons:

- 1) **Traffic Issues:** Both 24 Road and H Road in that area remain 2-lane country roads. Traffic is already heavy at times, and additional vehicles (possibly as many as 240+ more) would overwhelm the already crowded roads. In addition, there are no sidewalks or bike lanes on either road, making it even more dangerous for walkers and bikers (including, and especially, Appleton School pupils).
- 2) **Loss of Animal and Bird Habitat:** If trees and grasses are replaced by homes and sidewalks, their habitat is lost forever. In the past (and to a lesser extent today), there have been numerous species of both animals and birds (including game birds).
- 3) **Existing Neighborhood:** The surrounding neighborhood is made up of mostly single-family homes on 1-2+ acres and small farms and ranches. Many of us moved here (some from large cities) because of the rural atmosphere. An adjacent area with houses (and apparently rental dwellings such as apartment buildings) closely-spaced would be totally out of keeping a rural setting. Just because a request meets the *requirement* for the Comprehensive Plan, doesn't mean that it is *appropriate* for the area.
- 4) **Strain on Schools and Existing Infrastructure:** This includes not only Appleton School, but police, fire, gas, electric, sewer, water (including irrigation water) and internet.
- 5) **Property Values:** It has been seen in some other neighborhoods that as more property is developed, taxes increase on existing properties, but property values on these decrease.

Please let us keep our agricultural and low-density residential neighborhood just that --- agricultural and low-density residential.

Thank you.

Sarah S. Abraham  
James H. Abraham  
2387 H Road  
Grand Junction, CO 81505

## Scott Peterson

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**From:** Don Fry <donfry@bresnan.net>  
**Sent:** Monday, August 10, 2020 9:21 PM  
**To:** Scott Peterson  
**Subject:** Mallard View Subdivision....

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

I live on the north boundary of the proposed subdivision , been here for 25 years. The traffic here is a mess, at school times the people that bring their children here the traffic is non stop, sometimes I can hardly get out of my driveway. Sense the new Apple Glen Subdivision started , the crime has gone way up, I have had the sheriffs officers spend the night in my driveway watching for thieves. Until lately I rarely locked my garage, but not anymore. I don't know where this my all lead. I am opposed to the R8 platform, 1 per acre sounds fairly dense to me , as for commercial there is lots of empty buildings available all over town, no need for more just sitting empty Don Fry

Sent from [Mail](#) for Windows 10



To: Scott Peterson and the Grand Junction Planning Commission

From: David Lacy, 2379 H Road

Re: Proposed Mallard View Development

Dear Sirs/Madam:

I wish to express a few concerns about the above Development.

First is the impact this would have on traffic. With 24 Road being only 2 lane without curbs, sidewalks, or gutters, or turn lanes, and with the recent development (Apple Glen) on H Road, it is a very dangerous road. The intersection at 24 and H has had multiple accidents even before Apple Glen. If Mallard View is approved with 4 to 8 homes per acre, the impact could reach up to 128 homes on 14 acres (not counting the 3 acres for businesses). This is unacceptable.

Next, the roundabout at I-70 and 24 Road is already a dangerous intersection with the church traffic and traffic to and from the North area. Cars can be seen backed up for a mile or two at times. And remember: no turn lanes on 24 Road which is where the traffic from Mallard View would be solely from.

School impact is next. Appleton Elementary here on H Road is built for 14 kids per room. It is already at 17 now and will undoubtedly see another increase when Apple Glen is fully completed. It is only half finished. The traffic on H Road has increased (as has the total disregard for the speed limit) and I would not walk a dog or ride a bike here now, unlike just a year ago for fear of being run over.

I must also add that the very name, "Mallard View" will soon be a misnomer since there will no longer be a view of a duck of any kind, let alone a Mallard. This also goes for any kind of wildlife that we currently enjoy. Too many people crammed into a tiny space.

May I please appeal to all of you? This is a development that will strangle this area in every way. Maybe 1 house per acre, but not 8!

Thank you very much.

8/10/20

Dear Scott Peterson,

My husband and I purchased our home in Appleton in 1980, right across from Appleton school. We liked the semi-rural feel of Appleton and still do even though it has grown. I know many of my neighbors also enjoy that feeling of space and many of them have their long-term permanent homes here in Appleton. Appleton is still predominately larger single home properties. I am writing to express my concerns about the proposed Mallard View subdivision on 24 Road that could include multi-story condos/apartments along with some commercial area.

Please do not think that Appleton opposes all development, but please consider doing that in a more gradual manner. Dropping up to 120 homes, with the plan for some to be multistory, and a number of commercial businesses into the middle of Appleton is not a reasonable way to develop this property so that it will fit in with the current character of our community. The 2010 comprehensive plan favors gradual growth. Examples of positive gradual growth are the Graystone Estates(RSF-E), Apple Glen(R-4) subdivision, and the current proposed plan for Valley Grown Nursery to move to 24 ½ and H Rd. All of these had community input; we want to be involved!

My first area of concern is in relation to Mallard View plan is that the 2020 Comprehensive Plan, which is still not available to the public, is referenced in reports saying that this development plan meets the guidelines set forth in the 2020 Comprehensive Plan. Uninformed citizens cannot contribute to a plan that is not available.

I would like to express my concerns about infrastructure in this area.

- Yes, we have 3 commercial properties on 24 road.
  - a CBD farm business with 2 greenhouses and a family home
  - a small distillery/lavender farm and a family home (See photos 1 and 2)
  - Beehive Homes which is a small assisted living facility for elderly residents.
  
- There are no sidewalks in Appleton except for Apple Glen subdivision, not even in front of Appleton School.
- There is currently no sewer line to the subject property; sewer lines are in place around Appleton school area from 24 Road to 23 ½ Road. If this new Mallard View development goes in the sewer will be required to subject property and will likely become available to additional residents on 24 Road, but at what cost to those private homes?
- See photos (3, 4, 5 and 6) In the 2010 comprehensive plan 24 & H Road was labeled as a village center. Today this corner, with the exception of Beehive Home, looks as it did for the last 30 years, family residences, with narrow roads with no sidewalks at all at this corner. On 24 Road, north of I-70 and on H Road,

the streets are narrow and without turn lanes and have rough shoulders with no designated parking areas. 24 & H Road is very busy on school days. There is sidewalk on the 1-70 roundabout, but no safe and easy way to cross the roundabout to get to Canyon View park on foot or bicycle.

- It seems as though the City Council and Planners have their minds set on getting high density housing in Appleton. I find it disconcerting to listen to the City Council discuss what “we” (the City Council) have planned for Appleton area. I feel like the City Council wants to plop down a high-density development right in the middle of our semi-rural environment. A plan for very high residential development was defeated just last year after similar concerns were raised. (Reference Maverick subdivision plan at 24 ¼ and H Road 2019.)
- Consider how large of a change this is for central Appleton.
  - In a 1 square mile area of 24 & H Rd there are
    - 154 residential properties
    - Approximately 354 residents (based on 2.3 people/household national average)
    - This includes the remaining lots in Apple Glen which is only about 50% completed.
  - If Mallard View proceeds
    - 120 residences could be added
    - 276 people could be added
    - **A 78% increase in homes**
    - **A 74% increase in residents**

This kind of dramatic increase in population and density is not in tune with a plan for reasonable growth. It is like plopping down a small dense neighborhood within a surrounding neighborhood of large, long term family properties. I urge you to consider a 1-2 units/acre as a more reasonable way to maintain neighborhood cohesion and character of the Appleton area.

\*\*Scott I have included some photos of the central Appleton area to add a visual my comments. Photos 1-3 show current commercial businesses on 24 road. Photos 4-7 show the 4 corners of 24 & H Rd which is “central Appleton.” I would appreciate your comments on the photos. thanks



Photo #1 Desert Hemp business



Photo #2 Desert Hemp business



Photo #3 Highlands Distillery/Lavender Farm



Photo #4 N.W corner 24 & H



Photo #5 N. E corner 24 & H



Photo #6. S.E corner 24 & H



Photo #7. S.W corner 24 & H. Beehive Homes

# Grand Junction Speaks

## Published Comments for August 11, 2020 Planning Commission Meeting

### Mallard View Rezone and Comprehensive Plan Amendment

CPA-2020-289; RZN-2020-288 Mallard Rezone and Comprehensive Plan Amendment

Everyone is entitled to their personal opinion. The NGJN initial goal was to help save the rural character of the North area. We also discussed discouraging urban sprawl. On the link provided above, you'll hear and see Mallard View, LLC's proposed re-zone map, including the proposed Village Center on 24 & H Road.

- Did you know the applicant's request for C-1 zoning can allow for hotels North of I-70? That would create too much traffic for roads provided.

- Is it premature to amend the NEW Grand Junction Comprehensive Plan (gj.org) before the city has released the Plan to the public yet?

- How can the public make an informed decision to "amend" the GJ Comprehensive Plan when we have not had an opportunity to review the Comprehensive Plan?

In addition Covid19 is still active, is expanding C-1 (hotels, retail, businesses) North of I-70 premature while established local businesses are struggling and going out of business in town and on Main Street? How many established businesses will go out of business through this difficult time? Again, is Mallard View, LLC's requests premature?

08/06/2020 10:20 am

**Robert W Carlson**  
776 24 1/4 RD  
GRAND JUNCTION, 815051365

I agree with Mr. Carlson in everything he said about this proposed "plan". It's very obvious that the city of Grand Junction only has dollar signs in their eyes when it comes to planning what's to be done with the Grand Valley for our future.

How come the 24 Road Corridor that is south of I-70 isn't being developed first before slapping up a hotel and/or retail stores here in our rural area? If the "need" for C1 zoning is so critical you would think 24 Road would now be buzzing with construction. Once again it's all about the money, the greed of the city is horribly amazing.

People who live here in the Appleton area have bought property around here in order to live in a rural setting, not downtown or next to the mall.

08/06/2020 4:57 pm

**Sandra Holloway**  
813 24 1/4 Road  
Grand Junction, 81505

Yet again our rural way of living is coming under attack under the guise of "development".



Those of us that live in the Appleton community chose this setting due to the rural lifestyle that it affords. We understand that development is necessary but some of us object to the type of development being proposed. Your site states part of the objective is to maintain the rural feel of the area....this proposed plan does not promote that objective. I understood that 24 Road was primarily going to be developed commercially...imagine my surprise when I found out that commercial 1 zoning actually allows for high density housing which judging from the last City Council meeting I watched online the city is strongly pushing for. I have a feeling none of your City Council members live in this area. Looking at the surrounding neighborhood you will be hard pressed to find a residential property that sits on under one acre..this is the appeal of this area for most of us that live here. We would not object to housing development that would put no more than 2 houses per acre but putting anywhere from 4-24 units on an acre completely decimates any rural feel. This developer keeps asking for a rezone yet not submitting any firm plan for us to consider..so a rezone gives them a blank slate to do as they please. High density housing will put a massive strain on the local roads that are already heavily congested at times..especially during church services and then before and after school at Appleton Elementary. The roundabouts at 24 and I-70 are backed up before and after church services. The school will only provide bus transportation to students living 2 miles or more from the school. None of these students in this subdivision would qualify therefore more private cars would be clogging the roads OR those parents that are unable to drive their children would have to trust their children to walk along H Road...heavily trafficked with NO sidewalks. I used to ride my bike along this road and no longer do due to feeling unsafe with so many cars on a narrow road not to mention the dangerous intersection of 24 and H Road. We have watched 24 Road develop commercially....the church, lavender farm and the assisted living facility... except for the appearance of the church they are small and not massive commercial developments therefor they actually do fit in with the rural setting of this neighborhood. This is what I believe most of us were hoping for in terms of future development..not some massive subdivision to further strain our resources and ruin our country way of life. 24 Road corridor south of I-70 is open and available for development with no surrounding homes on acreage...where is your urgency to develop that area? You could put thousands of homes out there without bothering ANY homeowners as there are hardly any residential sites along the vast majority of that stretch of 24 Road and residents would have easier access to Canyon View Park. Now lets discuss transparency.I feel like the city does not promote their true intentions in a transparent manner . The city mails out cards to property owners within 500 ft but given that most homes are on acreage that really minimizes how many people get notified. No definition of zoning uses is provided. We are required to dig thru the internet hoping to get a clearly defined definition...I have researched and am still unaware of what all some of these zones actually allow. I have been unable to find out what Village Center allows for. Almost all of our surrounding neighbors and ourselves are over 60 years old..some are not computer literate and cannot decipher your zones. Your notice of public hearing cards indicate that the only way to submit comments is via online..requiring people to be computer literate and have access to online OR attend a meeting during Covid-19 which many of us are unwilling to risk our health for! Also the developer MUST have a plan as to what they actually want to construct here but none has been provided. How can we be expected to okay a plan when there really is no plan? The developer obviously wants to build something....build what??? Again...we are not opposed to future development as we recognize that it is a necessity. What we are opposed to is development that shows

absolutely no regard to preserving our way of life and the feel of our neighborhood.

08/09/2020 9:09 am

**Melanie Jane Jackson**

782 23 7/10 Rd  
Grand Junction, 81505

Once again we have received a rezone request for Mallard View. There has yet to be a plan presented to the public as to the specific intentions of the developer. We are losing our rural way of life if high density housing and/or large commercial projects are approved here. I believe the Appleton Elementary school cannot handle the additional influx of children if the land is developed at the rate of 24 units per acre over the 17 acre parcel. I do believe the developer has stated that only 3 acres would be commercially used with the remaining 14 being developed for housing? 14 acres with density of 24 units would be 336 homes or even at low end of 4 homes per acre would be 56 homes...this in a rural setting where the vast majority of homes are on at least one acre. We strongly believe this area's rural integrity should be maintained with homes limited to no more than 1 or 2 per acre. We have purchased our properties in Appleton due to the rural feel that we feel now is under attack with the city having absolutely no regard for the current residents that have worked hard for our lifestyle here. As for commercial development we would like to see the development fall in line with what has already been developed on this stretch commercially. Beehive Assisted Living and the Lavender Farm are excellent commercial ventures for this location as they do not destroy the still rural feel of this area nor do they contribute greatly to noise and/or light pollution. The city states that it's objective is to maintain the rural feel yet how is that possible with large commercial development allowed or massive home subdivisions going up? The intersection at 24 and H is already a dangerous one and H Road leading to/from Appleton Elementary has no sidewalks for the children to walk to or from school from homes on 24 road. Seeing as how the city foresees 24 Road as a main arterial road for future development surely they can see that having elementary age children walking to school does not fit into this scenario. Also I feel the city and developer should have some moral obligation to actually present a firm plan to the residents before asking us to approve something unknown. Sort of like me presenting you with a blank piece of paper asking for your signature but stating I will write the letter later. Regardless of what gets developed here I would like to propose my feelings in regard to the irrigation ditch that runs along this property. We have had a small grassroots group of volunteers that have spent many years and much of our own money to make improvements and maintain the ditches for piping irrigation water to our properties. We would like the developer to pipe the exposed section of the irrigation ditch South along 24 Road and West to the drainage ditch. We would also like the developer to be held to xeriscaping as we feel there is insufficient water to support a lush landscape that is not consistent with our natural habitat. If these developed properties are gaining access to the Grand Valley Irrigation canal we ask that the developer upgrade the pipe from the headgate to all properties currently on the canal to ensure adequate water access. This is imperative as some of these properties are agricultural and rely on the availability of water for their livelihood. Please take these matters into consideration as you approve developments....many people have worked all their lives to enjoy this rural area of town and it would be devastating to suddenly be surrounded by urban sprawl. I would also like to note that due to the aging population that lives in this area we feel that during the

Covid 19 pandemic this was not the time to insist that replies to the public hearing be allowed only by internet or attendance of the meeting. Many elderly are not computer savvy and struggle with communicating in this manner and the pandemic has many of us not wishing to congregate regardless if masks are required. More information on your hearing notices would be greatly appreciated and would make more people feel knowledgeable in regard to the zoning requests. What exactly does C-1 include? What is the city's definition of Village Center? Again we are left having to do a lot of research in the hopes of finding out what these zonings require and permit...this burden should be on the city to provide all necessary information to residents in a manner that is easily and readily understood by all involved,,,not just the city and the developers.

08/09/2020 12:33 pm

**RICHARD A PENNINGTON**

782 23 7/10 ROAD  
Grand Junction, 81505

CPA-2020-289; RZN-2020-288 Mallard Rezone and Comprehensive Plan Amendment

I am opposed to the above proposed rezone and amendment for a C1 Village Center on 24 Rd. &

H Road. I am against urban sprawl, high density housing, and strip malls North of I-70 on 24 and H Road when there is land available to infill South of I-70. Grand Junction is known for Nature's beauty. Appleton is known for its rural character. Grand Junction will grow, however, with Covid19 affecting us all, we have yet to see how many housing foreclosures there will be and how many businesses will close, for example Mesa Street Cafe Downtown on Main St., Dillard's at Mesa Mall halted production, and many other businesses are struggling. This proposal is premature in this current economy. We are still wearing masks due to Covid19. Can we please slow this process down until we see the damage?

H Rd. and 24 Rd. are narrow two-lane rural roads with no sidewalks or bicycle lanes for adults walking dogs or children walking to school. Accidents will likely increase. Even with the 4-way blinking stop signs, Safety at the 24 & H Rd. Intersection continues to be a grave concern.

According to Saen Yates, P.E., Mesa County Traffic Engineer, analysis software program collects data for safety analysis to compare 24 & H Rd. intersection and 24 ½ Rd. and H Rd. intersection safety concerns. These intersections are also referred to as "rural 4-legged intersections" and were given a grade of a "D" and "F" (prior to the 4-way blinking stop signs) because they have more crash incidences than any other 4-legged rural intersection "ACROSS THE COUNTRY".

Again prior to the blinking 4-way stop signs, Mesa County's analytical data reported between 2007-2017 that 24 Road & H Road had 28 crashes; 20 occurred at the intersection of 24 & H Road; 21 were broadsided; 11 people were injured and needed medical treatment; 19 crashes involved 2 vehicles; 22 occurred during daylight hours; 23 accidents occurred during dry road conditions; alcohol was suspected for one driver out of the 28 accidents (Mesa County Public Works Department DIExSys Roadway Safety Systems Detailed Summary of Crashes Report Job# 20190320111854).

In addition, between 2007-2017, further down on 24 ½ Road & H Rd., Mesa County's

analytical data reported 18 accidents occurred, 15 of these accidents were at 24 ½ & H Road intersection, 14 of those were in daylight, 14 involved 2 vehicles, 14 were broadsided, 22 people were injured and needed medical treatment, 16 accidents occurred during dry road conditions, none involved alcohol

(Mesa County Public Works Department DIExSys Roadway Safety Systems Detailed Summary of Crashes Report Job# 20190318094533). I, personally, am one of these statistics, when my Taxi was broadsided at the intersection sending me to the hospital. I am visually impaired and cannot drive.

What is the data now with the 4-way blinking stop signs? I see people running these 4-way stop signs. It's scary.

I spoke with CDOT who said there is talk with the City of Grand Junction about possibly building a pedestrian-only bridge on 24 Rd. going over I-70. Fantastic! Does the city have the money for this? Have you ever tried to navigate the 24 Rd. double round-a-bout by foot or bicycle heading to the Mall? It's terrifying. The proposed high density housing and Village Center will most likely increase this safety and economic problem.

High density housing would likely push Appleton Elementary into overcrowding. Families and children are currently struggling with Covid19 and school re-opening or closures, sports, and they are unable to resume normal daily activities, I feel this proposal is premature. Even after Covid19 is behind us all- How will Appleton be funded? How will you get enough teachers? How will you pay the teachers? Will families be allowed to participate in school of choice? Do you have the funding for sidewalks and bike lanes so children can get to school safely.

It is presently a difficult time in our valley and in the world emotionally and economically. I do feel this proposed project is premature until we know the harm our neighbors in the Grand Valley have endured and Covid19 is behind us. This is not the time to race forward because maybe the city can say "yes" to developers. What is public input from the Appleton area telling the city? Our voice counts too. Sadly many people do not use the internet. Can there be more design public collaboration with Appleton citizens? Does the 2020 Comprehensive Plan focus strongly on Appleton? Again, can a compromise be established with ordinances to keep the rural character and history of Appleton?

Can you put this proposed project on hold until we see the 2020 Grand Junction Comprehensive Plan and have the opportunity to see the greater design and respond to that? This seems reasonable.

The Lavender farm and the Beehive Home are subtle changes. A proposed three story apartment building and Village Center is not.

Thank you for your kind considerations.

Sincerely,  
Cynthia Komlo

08/10/2020 5:21 pm

**Cynthia W. Komlo**  
852 24 1/2 Road  
Grand Junction, 81505

## **Mallard View Rezone and Comprehensive Plan Amendment**

**File # RZN-2020-288; CPA-2020-289 | [Agenda item can be viewed at 29:25](#)**

Consider a request by Mallard View LLC, for a Comprehensive Plan Amendment from Residential High Mixed Use (16 – 24 du/ac) to Residential Medium (4 – 8 du/ac) and Village Center and a rezone from R-E (Residential – Estate) to R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) on a total of 17.84-acres, located at 785 24 Road.

### **Staff Presentation**

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

### **Questions for Staff**

None.

### **Applicant's Presentation**

The Applicant's representative, Stephen Swindell, Vortex Engineering, was present and was available for questions.

### **Questions for Applicant**

Commissioner Wade asked a question regarding the request.

Commissioner Teske asked a question regarding the dimension of the proposed C-1 zone.

### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, August 4, 2020 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

Robert W Carlson, Sandra Holloway, Melanie Jane Jackson, Richard A Pennington, and Cynthia W. Komlo made comments in opposition of the request via GJSpeaks.

Additional comments were received from Sarah S. Abraham and James H. Abraham, Don Fry, David Lacy, and Nancy Miller in opposition of the request.

Dick Pennington, 780 27 7/10 Road, and Nancy Miller, 2363 H Road, made comments in opposition of the request.

The public hearing was closed at 6:42 p.m. on August 11, 2020.

### **Applicant's Response**

Mr. Swindell did not provide a response to public comment.

### **Questions for Applicant or Staff**

Commissioner Wade made a comment clarifying the status of the 2020 Comprehensive Plan.

### **Discussion**

Commissioners Ehlers and Wade made comments in support of the request

### **Motion and Vote**

Commissioner Susuras made the following motion, “Mr. Chairman, on the Comprehensive Plan Amendment request for the property located at 785 24 Road, City file number CPA-2020-289, I move 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. The motion carried 5-0.

Commissioner Scissors made the following motion, “Mr. Chairman, on the Rezone request for the property located at 785 24 Road, City file number RZN-2020-288, I move 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 5-0.

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF GRAND JUNCTION FROM RESIDENTIAL HIGH MIXED USE (16-24 DU/ACRE) TO RESIDENTIAL MEDIUM (4-8 DU/ACRE) AND VILLAGE CENTER AND REZONING FROM R-E (RESIDENTIAL ESTATE) TO R-8 (RESIDENTIAL – 8 DU/AC) AND C-1 (LIGHT COMMERCIAL) ZONE DISTRICT**

**LOCATED AT 785 24 ROAD**

Recitals:

The property owner, Mallard View LLC, proposes an amendment to the Comprehensive Plan Future Land Use Map from Residential High Mixed Use (16 – 24 du/ac) to Residential Medium (4 – 8 du/ac) and Village Center and a rezone from R-E (Residential – Estate) to R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) on a total of 17.84-acres, located at 785 24 Road.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of amending the Comprehensive Plan Future Land Use designation for the Property from Residential High Mixed Use (16 – 24 du/ac) to Residential Medium (4 – 8 du/ac) and Village Center and recommended subsequent approval of changing the zoning from R-E (Residential – Estate) to R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) for the property, finding that it conforms to and is consistent with the Future Land Use Map designation of Residential Medium (4 – 8 du/ac) and Village 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 amending the Comprehensive Plan Future Land Use Map from Residential High Mixed Use (16 – 24 du/ac) to Residential Medium (4 – 8 du/ac) and Village Center and rezoning from R-E (Residential – Estate) to R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) for the property, is consistent with the vision, intent, goals and policies of the Comprehensive Plan and has met one or more criteria for a Comprehensive Plan amendment, the City Council also finds that the R-8 (Residential – 8 du/ac) and C-1 (Light Commercial) zone district, are consistent and is in conformance with the Comprehensive Plan and 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 re-designated as Residential Medium (4 – 8 du/ac) on the Future Land Use Map of the Comprehensive Plan and shall be zoned R-8 (Residential – 8 du/ac):

A parcel of land located in the NE1/4NE1/4 Section 32, Township 1 North, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado, more particularly described as:

Commencing at the NE corner of Section 32, from which the N1/16 corner on the east line of Section 32 bears S00°02'59"W 1320.90 feet, running thence along said east line S00°02'59"W 660.45 feet to the Point of Beginning.

Running thence along said east line S00°02'59"W 102.00 feet; thence N89°57'01"W 30.00 feet; thence N44°57'34"W 35.35 feet; thence N89°58'07"W 492.35 feet; thence S00°01'53"W 253.21 feet; thence N89°57'57"W 770.80 feet to the E1/16 line of Section 32; thence along said E1/16 line N00°04'03"E 660.32 feet; thence S89°58'17"E 1034.12 feet; thence S00°02'59"W 170.00 feet; thence S89°58'17"E 61.00 feet; thence S00°02'59"W 160.21 feet; thence S89°58'07"E 222.75 feet to the east line of Section 32 and the Point of Beginning.

Parcel contains 14.90 acres.

Boundary description written by:

Alex Lheritier, PLS 38464

Vortex Engineering

861 Rood Ave.

Grand Junction, CO 81501

The following property shall be re-designated as Village Center on the Future Land Use Map of the Comprehensive Plan and shall be zoned C-1 (Light Commercial):

A parcel of land located in the NE1/4NE1/4 Section 32, Township 1 North, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado, more particularly described as:

Commencing at the NE corner of Section 32, from which the N1/16 corner on the east line of Section 32 bears S00°02'59"W 1320.90 feet, running thence along said east line S00°02'59"W 762.45 feet to the Point of Beginning.

Running thence along said east line S00°02'59"W 228.22 feet; thence N89°57'57"W 547.27 feet; thence N00°01'53"E 253.21 feet; thence S89°58'07"E 492.35 feet; thence S44°57'34"E 35.35 feet; thence S89°57'01"E 30.00 feet to the east line of Section 32 and the Point of Beginning.

Parcel contains 3.16 acres.

Boundary description written by:

Alex Lheritier, PLS 38464

Vortex Engineering

861 Rood Ave.



Grand Junction, CO 81501

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

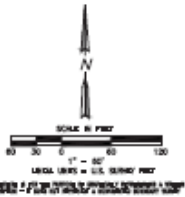
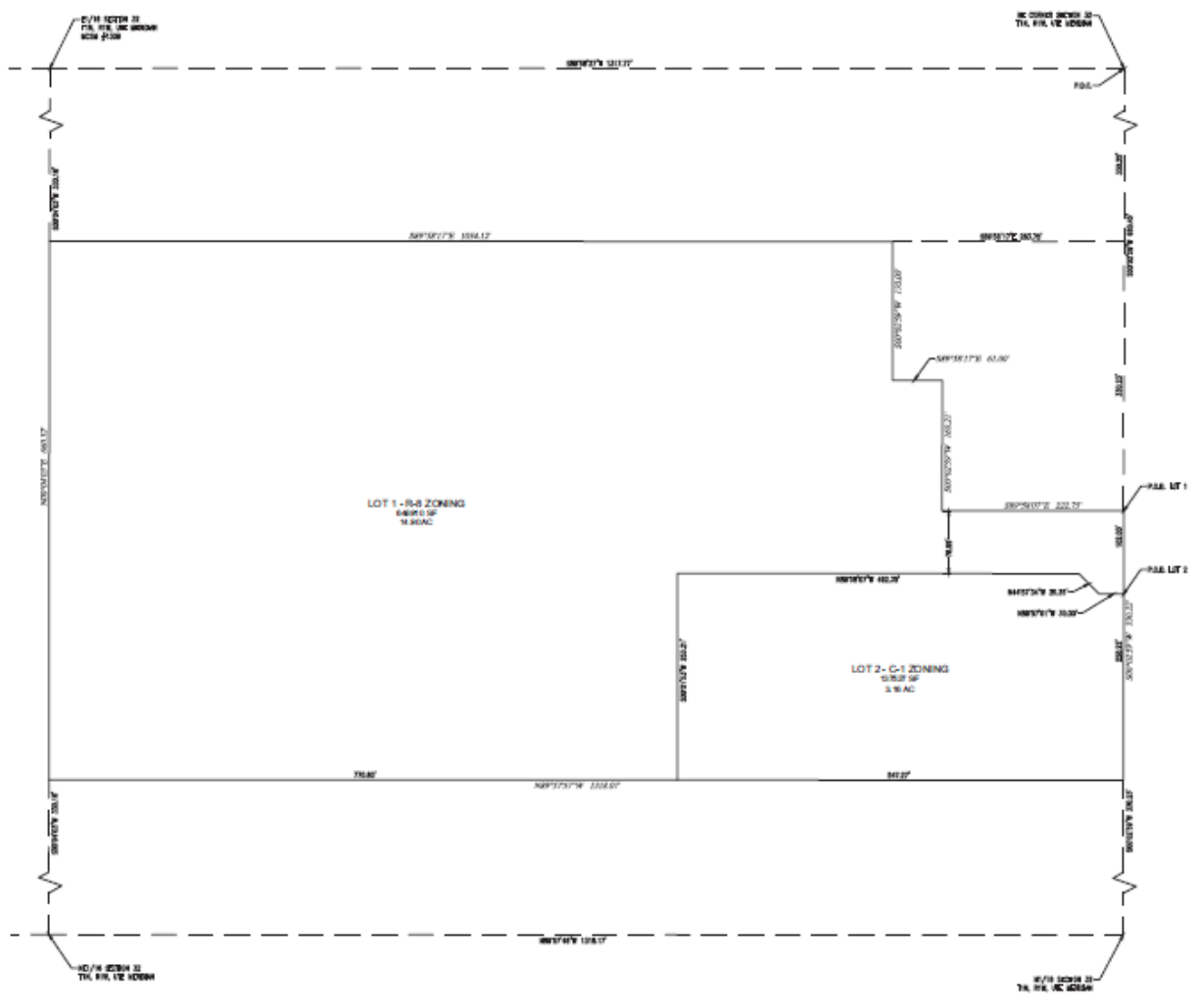
\_\_\_\_\_  
Mayor

LEGEND	
---	PROPERTY BOUNDARY
---	LOT LINE
---	SECTION LINE

**ACRE SUMMARY:**  
 PROPOSED R-3 ZONING 14.86 AC. 82.5%  
 EXISTING R-1 ZONING 1.14 AC. 7.5%  
 TOTAL 16.00 AC. 100%

TOTAL AREA IS BASED ON THE SUM OF SQUARE FOOTAGE OF THE MEASURED LOTS.

TABLE OF ABBREVIATIONS	
R-3	RESIDENTIAL SINGLE-FAMILY
R-1	RESIDENTIAL SINGLE-FAMILY
C-1	COMMERCIAL
T-1	TOWNHOUSE
SF	SQUARE FOOT
AC	ACRE
PLS	POINT OF BEGINNING
PLC	POINT OF COMMENCEMENT



ALEXANDRE B. LHERITIER  
 PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. 100000000



THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE PROPERTY OF VORTEX ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF VORTEX ENGINEERING, INC.

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	11/15/2024
2	FINAL PLAN	

BOUNDARY DESCRIPTIONS EXHIBIT  
**MALLARD REZONE**  
 785 24 ROAD  
 GRAND JUNCTION, CO

PROJECT NO: P1000  
 DATE: 11/15/2024  
 SCALE: 1" = 40'

1 OF 1

Exhibit "A"



## Grand Junction City Council

### Regular Session

Item #3.a.

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**Meeting Date:** September 2, 2020

**Presented By:** Trent Prall, Public Works Director, Jay Valentine, General Services Director

**Department:** Public Works - Streets

**Submitted By:** Eric Mocko, Project Engineer

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### Information

#### **SUBJECT:**

Contract for 2020 Chipseal Thermoplastic Pavement Markings

#### **RECOMMENDATION:**

Authorize the City Purchasing Division to enter into a Contract with Harvey Contractors DBA American Striping Company of Centennial, CO for the 2020 Chipseal Thermoplastic Pavement Markings Project in the amount of \$79,691.00.

#### **EXECUTIVE SUMMARY:**

This construction contract includes the application of thermoplastic pavement markings to chip sealed areas that were completed by city crews in addition to the original scope of chip seal areas. As only one bid was received and the proposed contract was over \$50,000, City Purchasing Policy requires council consideration and approval before proceeding. This contract with American Striping Company, if approved, will apply pavement markings to S. Camp Road, Riverside Parkway, 27 Road, H Road, and 1st Street.

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

This project will include the placement of thermoplastic pavement markings on S. Camp Road from S. Broadway to Rim Rock Road, Riverside Parkway from Bananas Fun Park to the Elam asphalt plant, N. 1st Street from North Avenue to Orchard Avenue, H Road from 26 1/2 Road to 27 Road, and 27 Road from H Road to the I-70 Bridge. It will include the placement of crosswalks, stop bars, turn arrows, and bicycle lane markings.

This contract includes 141 linear feet of stop bar markings, 466 linear feet of crosswalk markings, 55 left turn arrows, 3 right turn arrows, and 58 bike rider markings.

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. One company submitted a formal bid, which was found to be responsive and responsible in the following amount.

<b>Firm</b>	<b>Location</b>	<b>Bid Amount</b>
Harvey contractors DBA American Striping Company	Centennial, CO	\$79,691.00

As only one bid was received and the proposed contract was over \$50,000, City Purchasing Policy requires council consideration and approval before proceeding.

This project is scheduled to begin in early September with an expected final completion of the end of September.

**FISCAL IMPACT:**

The funding for this project was originally budgeted in the 2020 Contract Street Maintenance Budget. A total of \$100,000 was budgeted to cover the anticipated project costs.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with Harvey Contractors DBA American Striping Company of Centennial, CO for the 2020 Chip Seal Thermoplastic Pavement Markings project in the amount of \$79,691.00.

**Attachments**

None



## Grand Junction City Council

### Regular Session

Item #3.b.

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**Meeting Date:** September 2, 2020  
**Presented By:** Trent Prall, Public Works Director  
**Department:** Public Works - Engineering  
**Submitted By:** Trent Prall, Public Works Director

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#### **Information**

##### **SUBJECT:**

Memorandum of Understanding between the City of Grand Junction and Mesa County for the Construction of E Road Between 31 Road and 32 Road

##### **RECOMMENDATION:**

Staff recommends the Mayor sign a Memorandum of Understanding with Mesa County for the construction of E Road between 31 Road and 32 Road.

##### **EXECUTIVE SUMMARY:**

The proposed memorandum defines the partnership between Mesa County and the City of Grand Junction for the construction of E Road between 31 Road and 32 Road.

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

The purpose of this Memorandum of Understanding (MOU) is to establish the lines of communications and responsibility for the various work items necessary to accomplish the reconstruction of E Road between 31 Road and 32 Road. The proposed agreement also establishes the intention of both the City and County to cooperatively fund the construction of the Project.

The construction contract is scheduled to begin in September 2020 and be completed by June 2021.

##### **FISCAL IMPACT:**

The City's portion of the \$5 million project is \$250,000 for a portion of the stormwater facilities. Mesa County is paying for the balance of the project.

This item was original budgeted in the City's 2020 budget, however because of the economic stress from the pandemic, the County approved the City's payment to be postponed to 2021.

**SUGGESTED MOTION:**

I move to (approve/deny) the request for the Mayor to sign the attached Memorandum of Understanding with Mesa County for the construction of E Road between 31 Road and 32 Road.

**Attachments**

1. MOU E Road from 31 Rd to 32 Rd

**MEMORANDUM OF UNDERSTANDING**  
between  
**The City of Grand Junction and Mesa County, Colorado**  
for the  
**CONSTRUCTION OF**  
**E ROAD BETWEEN 31 ROAD AND 32 ROAD**

The parties to this Memorandum of Understanding (“AGREEMENT”) are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of County Commissioners of Mesa County, Colorado (“COUNTY”), and the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado (“CITY”).

I. Introduction

Both the City and the County (“the Parties” or “Parties”) have responsibilities for developing and implementing transportation plans and authorizing capital improvements under their respective jurisdictions. The Parties recognize that transportation related improvement decisions by one party effect similar decisions by the other and that cooperative planning and spending can maximize the community’s resources that are available for improvements. The Parties further recognize the need to make improvements to the E Road Corridor (“the Project”). Portions of the E Road corridor from 31 Road to 32 Road are bounded by the County and the City. It is further recognized that it is in the best interests of the Parties to work cooperatively in the planning and construction for the Project.

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to accomplish the reconstruction of the Project. This AGREEMENT also establishes the intention of both the CITY and COUNTY to cooperatively fund their agreed to share of construction of the Project.

III. Procedure

Now, therefore, it is agreed that the Parties have/will:

- 1) The CITY is responsible for \$250,000 for the project for use towards the storm drainage facilities to be constructed. The COUNTY will pay for the balance of the project. The City of Grand Junction has budgeted \$250,000 in 2020 and will carry those funds forward for payment in 2021. Following approval of an invoice from the COUNTY, the CITY will reimburse the COUNTY for the CITY’S share of the project.

- 2) The Project generally includes completion of final design, right of way acquisition and construction of the Project. All work will be designed and constructed to City/CDOT standards.
- 3) The COUNTY will manage the project from design through bidding and construction. The Project Management Team will consist of the respective Public Works Director for both the CITY and COUNTY. The COUNTY will provide a Project Engineer and Inspector(s). The County will perform public relations through the Project Engineer.
- 4) The COUNTY shall contract with a Consulting Engineer for design services. Design services include design, any permitting required for the Project, coordination with various utilities as well as outreach and coordination with affected interests. The Consultant will prepare all legal descriptions for right-of-way needed for the Project.
- 5) Each party will acquire the right-of-way within its respective jurisdiction at its expense and will not be considered shared Project costs.
- 6) The COUNTY shall contract with a civil contractor to construct the project.
- 7) To minimize the effect of receiving revenue limitations under TABOR, the contract(s) may be written so that payments may be made directly to the contractor(s) by either the CITY or the COUNTY in amounts determined by mutual agreement of the Parties. Following receipt of such a contract and upon approval of an invoice from the contractor(s), the contracting party (CITY or COUNTY) will make payments directly to the contractor(s).
- 8) The Parties agree that the total funding expected by the CITY will not exceed the \$250,000 as described in paragraph III(1) except by mutual, written modification of this AGREEMENT.

#### IV. Administration

- 1) Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY and/or the CITY, or as binding either Party to perform beyond the respective authority of each, or as requiring either Party to assume or expend any sum in the excess of appropriations available.
- 2) This AGREEMENT shall become effective when signed by the Parties hereto. The Parties may amend the AGREEMENT by mutual written attachment as the need arises. Any party may terminate this AGREEMENT after 30 days notice in writing to the other with the



intention to do so and fulfillment of all outstanding obligations of this agreement.

- 3) The COUNTY will advertise, receive bids, and award the bid based on County Purchasing Policy's and recommendation of the Project Management Team. The COUNTY shall include all the terms and conditions regarding bonding, insurance and indemnification provisions as part of the COUNTY'S contract so that the Project is protected.

In Witness whereof, the parties herein have cause this document to be executed as of the date of the last signature shown below.

MESA COUNTY

\_\_\_\_\_  
Scott McInnis Chair  
Mesa County Board of Commissioners

\_\_\_\_\_  
ATTEST: Tina Peters, Clerk  
Date: \_\_\_\_\_

CITY OF GRAND JUNCTION

\_\_\_\_\_  
Duke Wortmann, Mayor  
Grand Junction City Council

\_\_\_\_\_  
ATTEST: Wanda Winkelmann, Clerk  
Date: \_\_\_\_\_



## Grand Junction City Council

### Regular Session

Item #4.a.

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**Meeting Date:** September 2, 2020

**Presented By:** Angela Padalecki

**Department:** City Manager's Office

**Submitted By:** Greg LeBlanc

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### **Information**

#### **SUBJECT:**

A Resolution Authorizing the City Manager to Sign and Submit a Grant Agreement and related Co-Sponsorship Agreement to the Federal Aviation Administration (FAA) for Improvements to the Grand Junction Regional Airport

#### **RECOMMENDATION:**

Approve the resolution adopting the recommendations of the Grand Junction Regional Airport Authority and to authorize the City Manager to sign and submit any and all applications for FAA funds and in support of full implementation of the CIP.

#### **EXECUTIVE SUMMARY:**

The Grand Junction Regional Airport Authority (GJRAA) began a multi-year program to relocate the primary runway in 2016. The relocation is intended to minimize impacts to community air service while modernizing the runway. The Grand Junction Regional Airport Authority has received a grant offer from the Federal Aviation Administration. Mesa County and the City of Grand Junction are required to approve the grant as Co-Sponsors to the Airport. Because the CIP is ambitious and is largely dependent on FAA funding, and when accomplished will address much need improvements to the Airport, the GJRAA is recommending that the City Council authorize the City Manager to sign any and all applications for FAA funds for and in support of full implementation of the CIP.

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

The projects to be accomplished for the Airport Improvement Program (AIP) every year going forward are included on the Airport Capital Improvement Plan are part of

continuing a safe and efficient airfield and overall airport operation. The Airport Improvement Program is continually coordinated with the Federal Aviation Administration (FAA) and CDOT Aeronautics to provide a five-year plan.

In 2016, the Airport began a multi-year program to relocate the primary runway. The relocation is intended to minimize impacts to community air service while modernizing the runway, originally constructed in 1958. The most effective way to meet the current FAA design standards, maintain airport operations during construction, and reduce economic impacts by the project is to build a replacement runway north of the current runway's location. The project is listed on the Authority's approved Airport Layout Plan and Capital Improvement Plan. This project for the construction of the West Terminal Apron and an aircraft engine runup pad.

The FAA is willing to provide \$12,921,483 toward the estimated costs of the projects, provided the City of Grand Junction and Mesa County execute the Grant Agreements as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreements as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreements, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

This grant is for 100% of the project costs instead of the typical 90%, because the CARES Act funds the Airport's 10% match of \$1.3 million.

**FISCAL IMPACT:**

No direct fiscal impact to the City.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 58-20, a resolution authorizing the City Manager to

sign and submit a Grant Agreement and supplemental Co-Sponsorship agreement in support of the West Terminal Apron Construction and related improvement projects at Grand Junction Regional Airport.

**Attachments**

1. Co-Sponsorship Agreement
2. AIP Grant Agreement Combined City
3. Resolution - Grand Junction Regional Airport

## SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

### RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-066-2020 (“Project”).

D. The FAA is willing to provide \$12,921,483 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreements as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreements as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreements, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

## AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreements, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
  - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreements, or the prosecution of the Projects contemplated by the Grant Agreements, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreements ("Assurances"); and
  - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreements, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreements, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

By \_\_\_\_\_  
**Executive Director, Angela Padalecki**  
**Grand Junction Regional Airport**

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
**Greg Caton, City Manager**  
**City of Grand Junction**



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

Date of Offer	<u>{{DateTime_es_signer1:calc(now()):format(date," mmmm d, yyyy")}}</u>
Airport/Planning Area	<u>Grand Junction Regional Airport</u>
AIP Grant Number	<u>3-08-0027-066-2020 (Contract No. DOT-FA20NM-1085)</u>
DUNS Number	<u>156135394</u>

**TO:** County of Mesa and City of Grand Junction, Colorado, and the Grand Junction Regional Airport Authority  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

**FROM:** **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated January 8, 2020 and amended August 19, 2020, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Grand Junction Regional Airport (herein called the "Project") consisting of the following:

**Construct Runway 11/29 (phase 9-construct run-up pad) and  
Rehabilitate Apron (Terminal Apron)**

which is more fully described in the Project Application.

**NOW THEREFORE**, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor's acceptance of this Offer, and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay 100.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

**Assistance Listings Number (Formerly CFDA Number): 20.106**



This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$12,921,483. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
 \$0 for planning  
 \$12,921,483 for airport development or noise program implementation; and,  
 \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.  
 The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).  
 The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 11, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. may not be increased for a planning project;
  - B. may be increased by not more than 15 percent for development projects;
  - C. may be increased by not more than 15 percent for a land project.

- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 20. Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts
- 21. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.
- 22. Exhibit “A” Property Map.** The Exhibit “A” Property Map dated February 2019, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 23. Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;

- iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal office or employee responsible for oversight of a grant program;
    - v. A court or grand jury;
    - vi. A management office of the grantee or subgrantee; or
    - vii. A Federal or State regulatory enforcement agency.
  3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)
  6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
24. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

#### SPECIAL CONDITIONS

25. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 28, 2020, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
26. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the County of Mesa, Colorado, the City of Grand Junction, Colorado, and the Grand Junction Regional Airport Authority. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.

- 27. Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is complete. Completed means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement, (2) The sponsor submits all necessary closeout documentation, and (3) The sponsor receives final payment notification from the ADO.
- 28. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - a. location of all runways, taxiways, and aprons;
      - b. dimensions;
      - c. type of pavement, and;
      - d. year of construction or most recent major rehabilitation.
    2. Inspection Schedule.
      - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  - D. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    1. inspection date;
    2. location;
    3. distress types; and
    4. maintenance scheduled or performed.
  - E. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

- 29. Projects Which Contain Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
    1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
    2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
    3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
    4. Qualifications of engineering supervision and construction inspection personnel;
    5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
    6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
  - B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
  - C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
  - D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

**{Sig\_es\_:signer1: signature}}**

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*(Signature)*

**John P. Bauer**

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*(Typed Name)*

**Manager, Denver Airports District Office**

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*(Title of FAA Official)*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Dated {{DateTime\_es :signer2:calc(now()):format(date," mmmm d, yyyy")}}

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

\_\_\_\_\_  
(Name of Sponsor)

{{Sig\_es :signer2: signature}}

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

By: {{N\_es :signer2: fullname}}

\_\_\_\_\_  
(Printed Name of Sponsor's Authorized Official)

Title: {{\*Ttl\_es :signer2: title}}

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, {{N\_es :signer3: fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated {{DateTime\_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}

By {{Sig\_es :signer3: signature}}

\_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated           {{DateTime\_es\_:signer4:calc(now()):format(date," mmmm d, yyyy")}}          

**CITY OF GRAND JUNCTION, COLORADO**

*(Name of Sponsor)*

          {{Sig\_es\_:signer4:  signature}}          

*(Signature of Sponsor's Authorized Official)*

By:           {{N\_es\_:signer4:  fullname}}          

*(Printed Name of Sponsor's Authorized Official)*

Title:           {{\*Ttl\_es\_:signer4:  title}}          

*(Title of Sponsor's Designated Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I,           {{N\_es\_:signer5:  fullname}}          , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated           {{DateTime\_es\_:signer5:calc(now()):format(date," mmmm d, yyyy")}}          

By           {{Sig\_es\_:signer5:  signature}}          

*(Signature of Sponsor's Attorney)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated {{DateTime\_es\_:signer6:calc(now()):format(date," mmmm d, yyyy")}}

**COUNTY OF MESA, COLORADO**

*(Name of Sponsor)*

{{Sig\_es\_:signer6: signature}}

*(Signature of Sponsor's Authorized Official)*

By: {{N\_es\_:signer6: fullname}}

*(Printed Name of Sponsor's Authorized Official)*

Title: {{\*Ttl\_es\_:signer6: title}}

*(Title of Sponsor's Designated Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, {{N\_es\_:signer7: fullname}}, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated {{DateTime\_es\_:signer7:calc(now()):format(date," mmmm d, yyyy")}}

By {{Sig\_es\_:signer7: signature}}

*(Signature of Sponsor's Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



## **ASSURANCES AIRPORT SPONSORS**

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### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

### **B. Duration and Applicability.**

#### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

#### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

#### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

## FEDERAL REGULATIONS

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- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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#### **FOOTNOTES TO ASSURANCE C.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.



**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. **Applicability**
  - 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.



- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
  - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
  - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

<b>NUMBER</b>	<b>TITLE</b>
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

<b>NUMBER</b>	<b>TITLE</b>
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases



## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

## SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

### RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-066-2020 (“Project”).

D. The FAA is willing to provide \$12,921,483 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreements as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreements as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreements, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

## AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreements, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
  - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreements, or the prosecution of the Projects contemplated by the Grant Agreements, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreements ("Assurances"); and
  - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreements, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreements, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

By \_\_\_\_\_  
**Executive Director, Angela Padalecki**  
**Grand Junction Regional Airport**

CITY OF GRAND JUNCTION

By \_\_\_\_\_  
**Greg Caton, City Manager**  
**City of Grand Junction**

**RESOLUTION \_\_\_-20**

**AUTHORIZING THE CITY MANAGER TO SIGN AND SUBMIT A GRANT AGREEMENT AND SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT IN SUPPORT OF THE WEST TERMINAL APRON CONSTRUCTION AND RELATED IMPROVEMENT PROJECTS AT GRAND JUNCTION REGIONAL AIRPORT**

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA) has a multi-year program to improve the Airport with projects that will continue to develop and provide a safe and efficient airfield and overall airport operation. The Airport Improvement Program is continually coordinated with the Federal Aviation Administration (FAA) and CDOT Aeronautics. This project is included in the approved Airport Budget for 2020 and the Airport Capital Improvement Plan. The project that is the subject of this Resolution is the construction of the West Terminal Apron and an aircraft engine run-up pad (Projects.)

The Projects to be accomplished by this phase of the Airport Improvement Program (AIP) are included on the Airport Capital Improvement Plan, are part of continuing a safe and efficient airfield and overall airport operation. The Airport Improvement Program is continually coordinated with the FAA and CDOT Aeronautics.

The GJRAA has received a grant offer from the FAA in the amount \$12,921,483.00 for the Projects. The grant offer is 100% Federal funds and requires no local match. The City and Mesa County, as co-sponsors of the GJRAA, must execute the Grant Offer. Acceptance of the Grant has no direct fiscal impact or spending requirement on the City.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Offers and Agreement(s) from the Federal Aviation Administration in the amount of \$12,921,483.00 in support of the Projects described generally herein and in more detail in the Grant Offer and Agreement(s).

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) in the amount of \$12,921,483.00 in support of the Grand Junction Regional Airport Authority and the Airport Improvement Program Projects.

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C.E. "Duke" Wortmann  
President of the Council and Mayor

ATTEST: \_\_\_\_\_  
Wanda Winkelmann  
City Clerk



## Grand Junction City Council

### Regular Session

Item #4.b.

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**Meeting Date:** September 2, 2020

**Presented By:** Jodi Welch, Finance Director

**Department:** Finance

**Submitted By:** Jodi Welch, Finance Director

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### **Information**

#### **SUBJECT:**

Assignment of the City's 2020 Private Activity Bond Allocation to Colorado Housing and Finance Authority

#### **RECOMMENDATION:**

Staff recommends adopting Resolution No. XX, authorizing the assignment of the City's 2020 Private Activity Bond Allocation to Colorado Housing and Finance Authority.

#### **EXECUTIVE SUMMARY:**

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

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

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

The City has been receiving a direct allocation of PABs since 1997, and the 2020

allocation is \$3,408,156. Many of the past years the City Council has assigned the allocation to either the Colorado Housing and Finance Authority (CHFA) or the Grand Junction Housing Authority.

CHFA is again requesting the assignment of the City's allocation for 2020 for use in its single-family home ownership program known as FirstStep. This allocation will be used by CHFA to fund first-time homebuyers who meet income eligibility requirements and are purchasing their home in the City.

The City does not have a qualifying project for this year's allocation. Grand Junction Housing Authority also has confirmed that they would not be requesting an assignment of the 2020 PABs, and would support the allocation to CHFA.

Attached is the request letter from CHFA as well as information regarding the impact of CHFA's use of the City's PAB allocation potentially in 2020 and historically since 2012.

**FISCAL IMPACT:**

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

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 59-20, a resolution authorizing assignment to the Colorado Housing and Finance Authority of a private activity bond allocation of Grand Junction, Colorado pursuant to the Colorado Private Activity Bond Ceiling Allocation Act.

**Attachments**

1. CHFA 2020 PAB Request
2. GrandJunction\_2020PABFlyer
3. 2020 Assignment of Allocation - City of Grand Junction
4. LTR-2020 City Attorney PAB Certificate
5. 2020 PAB Assignment Resolution



#### denver

1981 Blake Street  
Denver, CO 80202

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

PO Box 60  
Denver, CO 80201

800.659.2656 tdd  
www.chfainfo.com

#### western slope

348 Main Street  
Grand Junction, CO 81501

970.241.2341  
800.877.8450

## **CHFA'S REQUEST FOR ASSIGNMENT OF CITY OF GRAND JUNCTION'S 2020 PRIVATE ACTIVITY BOND (PAB) CAP**

The Colorado Housing and Finance Authority (CHFA) respectfully requests consideration by the City of Grand Junction's City Council for assignment of its 2020 PAB cap, \$3,408,156 to CHFA for use in its single-family homeownership program known as FirstStep.

Private Activity Bonds are used to support single family housing, multifamily housing and small manufacturing projects. Grand Junction assigned its PAB to CHFA in 2019 for the FirstStep program. All funds in the setaside were fully expended. CHFA is requesting a continuation of this partnership to support first-time homebuyers in 2020.

The CHFA program requirements mirror the IRS PAB program requirements:

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

Upon receipt of the PAB assignment, CHFA will create a setaside for 12 months within the FirstStep program equivalent to the 2020 City of Grand Junction's PAB allocation of \$3,408,156. Any homebuyers who meet the above requirements and are purchasing their first home within the City of Grand Junction will have their loans funded from the Grand Junction setaside. At the end of 12 months, any unused funds in the setaside will be incorporated into the general FirstStep program to be used anywhere in the state. CHFA's FirstStep program is supported by PAB cap. All homebuyers will be eligible to receive a 4% downpayment and closing cost grant funded by CHFA.

In 2019:

- 118 households purchased homes in Grand Junction using the FirstStep program.
- \$21,647,244 total mortgage amount
- Median:
  - Income - \$53,725
  - Loan Amount - \$178,286

In 2020 YTD:

- 19 households purchased homes; \$3,738,596 total mortgage amount
- 21 households reserved loans, not yet closed; \$4,268,645 total mortgage amount



Based on 2019 and current 2020 production, CHFA is confident that the full amount of the setaside will be expended in the City within the 12-month setaside period, continuing to serve the new families that will be calling Grand Junction home.

# grand junction



## Private Activity Bonds (PAB)

Grand Junction’s 2020 PAB allocation is \$3,408,156.

Injecting PAB capital into the community has a direct impact on real estate, construction, and financial markets by stimulating economic activity and jobs. The following are examples of potential economic activity that your 2020 PAB allocation may create.

single family	multifamily	manufacturing
\$4.5M in economic activity and 18 jobs	\$5.3M in economic activity and 17 jobs	\$5M in economic activity and 23 jobs

The following table summarizes CHFA’s production with PAB from 2012 to 2019 in Grand Junction.

Single Family MRB Loans or MCCs		
2012 – 2019	Number of Loans or MCCs	Dollar Amount of Loans or MCCs
	672	\$105.3M

**denver**  
 1981 Blake Street  
 Denver, Colorado 80202  
 303.297.chfa (2432)  
 800.877.chfa (2432)  
 www.chfainfo.com

**western slope**  
 348 Main Street  
 Grand Junction, Colorado 81501  
 970.241.2341  
 800.877.8450



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

*financing the places where people live and work*



# assignment of allocation - city

## Multifamily Housing Facility Bonds/Single Family Mortgage Revenue Bonds

This Assignment of Allocation (the "Assignment"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, is between the City of \_\_\_\_\_, Colorado (the "Assignor" or the "Jurisdiction") and Colorado Housing and Finance Authority (the "Assignee").

### WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2020 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2020, (the "2020 Allocation"); and

WHEREAS, the Assignor has determined that, in order to increase the availability of adequate affordable rental housing for low- and moderate-income persons and families within the Jurisdiction, Colorado and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2020 Allocation; and

WHEREAS, the Assignor has determined that the 2020 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds"), and the Assignee has expressed its willingness to attempt to issue Revenue Bonds with respect to the 2020 Allocation assigned herein; and

WHEREAS, the City Council of the Assignor has determined to assign to the Assignee all or a portion of its 2020 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee \$ \_\_\_\_\_ of its 2020 Allocation [the "Assigned Allocation"], subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.

2. The Assignee hereby accepts the assignment to it by the Assignor of the Assigned Allocation, subject to the terms and conditions contained herein. The Assignee agrees to use its best efforts to issue and sell Revenue Bonds in an aggregate principal amount equal to or greater than the Assigned Allocation, in one or more series, and to make proceeds of such Revenue Bonds available from time to time for a period of one (1) year from the date of this Assignment to finance multi-family rental housing projects located in the Jurisdiction, or to issue Revenue Bonds for the purpose of providing single-family mortgage loans to low- and moderate income persons and families in the Jurisdiction.

3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assigned Allocation as an allocation for a project with a carryforward purpose or to make a mortgage credit certificate election, in lieu of issuing Revenue Bonds.

4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.

5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multi-family rental housing project located in the Jurisdiction or elsewhere or to finance single-family mortgage loans in any particular amount or at any particular interest rate or to use any particular percentage of the proceeds of its Revenue Bonds to provide mortgage loans or mortgage credit certificates to finance single-family housing facilities in the Jurisdiction, provided that any Revenue Bond proceeds attributable to the Assigned Allocation shall be subject to paragraph 2 above.

6. This Assignment is effective upon execution and is irrevocable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

City of \_\_\_\_\_, Colorado

By: \_\_\_\_\_

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

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

COLORADO HOUSING AND FINANCE  
AUTHORITY

By: \_\_\_\_\_

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

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

CERTIFICATE OF THE CITY OF GRAND JUNCTION, COLORADO  
CONCERNING ASSIGNMENT OF  
PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION

I, the undersigned, hereby certify that I am a duly chosen, qualified and City Attorney of the City of Grand Junction, Colorado (the “City”), and that:

1. The City is a public body politic and corporate, duly organized and existing under the constitution and laws of the State of Colorado.

2. The City has been previously notified that, pursuant to Section 24-32-1706 of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the “Allocation Act”), it has an allocation of the State ceiling (as defined in the Allocation Act) for 2020 in the amount of \$3,408,156.00 (the “2020 Allocation”).

3. Attached hereto as Exhibit A is a true and correct copy of a resolution and the related minutes thereto (the “Resolution”) authorizing the assignment to the Colorado Housing and Finance Authority (the “Authority”) of all or a portion of the 2020 Allocation in an amount equal to \$3,408,156.00 (the “Assigned Allocation”), and authorizing the execution and delivery of an Assignment of Allocation dated as of [REDACTED], 2020 (the “Assignment of Allocation”) between the City and the Authority in connection therewith, which Resolution was duly adopted by the City Council of the City (the “City Council”) at a meeting thereof held on September 2, 2020, at which meeting a quorum was present and acting throughout and which Resolution has not been revoked, rescinded, repealed, amended or modified and is in full force and effect on the date hereof.

4. The meeting of the City Council at which action has been taken with respect to the Assignment of Allocation was a regular meeting properly called and open to the public at all times.

5. With respect to the Assigned Allocation, the City has not heretofore: (a) issued private activity bonds; (b) assigned the Assigned Allocation to another “issuing authority,” as defined in the Allocation Act; (c) made a mortgage credit certificate election; or (d) treated the Assigned Allocation as an allocation for a project with a carryforward purpose, as defined in the Allocation Act.

6. The Assignment of Allocation, attached hereto as Exhibit B, is in the form presented to and approved by the City Council at the meeting thereof held on September 2, 2020.

7. On or before the date hereof, counterparts of the Assignment of Allocation were officially executed by the Mayor and the City Clerk of the City. On the date of such signing, such persons were the duly sworn, qualified and acting officers of the City authorized to execute the Assignment of Allocation and holding the offices of the Mayor and City Clerk, respectively.

8. The City has authorized the execution, delivery and due performance of the Assignment of Allocation, and the execution and delivery of the Assignment of Allocation and the compliance by the City with the provisions thereof, will not, to the best of my knowledge, conflict with or constitute on the part of the City a breach of or a default under any existing Colorado law, City resolution, court or administrative regulation, decree or order or any agreement or other instrument to which the City is subject or by which it is bound.

9. To the best of my knowledge, there does not exist any action, suit, proceeding or investigation pending, or threatened against the City, contesting (a) the corporate existence of the City, (b) the title of its present officers or any of them to their respective offices, including, without limitation, the members of the City Council, (c) the validity of the Assignment of Allocation or (d) the power of the City to execute, deliver or perform the Assignment of Allocation.

10. No referendum petition has been filed concerning the Resolution; and to the best of my knowledge none is being circulated or planned for circulation.

WITNESS my hand and the seal of the City this      day of September, 2020.

---

John P. Shaver  
City Attorney

(SEAL)

EXHIBIT A  
RESOLUTION



EXHIBIT B  
ASSIGNMENT OF ALLOCATION

RESOLUTION NO. \_\_\_\_-20

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

RECITALS:

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

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

Pursuant to an allocation under §24-32-1706 of the Allocation Act the City has an allocation of the 2020 Ceiling for the issuance of a specified principal amount of Private Activity Bonds (the "2020 Allocation.") The City has determined that, in order to increase the availability of adequate affordable housing for low and moderate-income persons and families it is necessary or desirable to provide for the utilization of all or a portion of the 2020 Allocation before September 15, 2020.

With the Resolution the City has determined that the 2020 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates. By, through and with this Resolution the City Council of the City of Grand Junction, Colorado has determined to assign \$3,408,156.00 of its 2020 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the City and the Authority (the "Assignment of Allocation").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The assignment to the Authority of \$3,408,156.00 of the City's 2020 Allocation is hereby approved.

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

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

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

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

PASSED, ADOPTED AND APPROVED this 2<sup>nd</sup> day of September, 2020.

CITY COUNCIL OF THE CITY OF GRAND JUNCTION

---

Duke Wortman  
Mayor and President of the Council

ATTEST:

---

Wanda Winkelmann  
City Clerk



**Grand Junction City Council**

**Regular Session**

**Item #5.a.**

---

**Meeting Date:** September 2, 2020  
**Presented By:** Trent Prall, Public Works Director  
**Department:** Public Works - Engineering  
**Submitted By:** John Eklund, Project Engineer

---

**Information**

**SUBJECT:**

2020 Alley Improvement District No. ST-20 Proposed Resolution Approving and Accepting Improvements and the Introduction of an Ordinance Approving the Assessable Cost of the Improvements to the Real Property and Set a Public Hearing for October 7, 2020

**RECOMMENDATION:**

Review and Adopt Proposed Resolution, Review and Adopt Proposed Ordinance on First Reading for Alley Improvement District ST-20, and Schedule a Public Hearing for October 7, 2020.

**EXECUTIVE SUMMARY:**

Alley Improvement Districts are formed in partnership with property owners after a majority of owners petition the City for the district and corresponding alley improvements. The cost is then shared between the property owners and the City.

The alley running East to West from 10th to 11th Street, between Pitkin Avenue and Ute Avenue has been improved under this structure. The resolution approves and accepts the improvements, and the ordinance approves the assessable costs to the property owners and real property.

**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 may also establish assessment rates by resolution. Assessment

rates for alleys are based on percentages of total assessable costs the City will contribute for three property uses: 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. A summary of the process that follows submittal of the petition is provided below.

Items preceded by a √ indicate steps already taken with this Improvement District and the item preceded by a ► indicates the step being taken with the current Council action.

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.
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.
3. √ Construction contract is awarded.
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:**

Expenses for this project are shared by the property owners and the City. The total cost of the project was \$102,778, with the owner's share being \$42,719.50 (41.6%) and the City's \$60,058.50 (58.4%) which is in the 2020 Budget for the .75% Sales Tax Capital Improvement Fund.

The assessment of the property owners share can be paid in a lump sum or through annual installments for a ten year period, at 6% simple interest per year which is billed and collected through the Mesa County Treasurer's Office on the property tax notice.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 55-20, a resolution approving and accepting improvements connected with Alley Improvement District No. ST-20 and introduce the proposed Ordinance approving the assessable cost of the improvement to the real property and set a public hearing for October 7, 2020.

**Attachments**

1. 2020 Alley Improvement District Summary
2. 2020 Alley Improvement District Map
3. 2020 Alley Improvement District Resolution and Ordinance

# SUMMARY SHEET

## ALLEY IMPROVEMENT DISTRICT 10TH STREET TO 11TH STREET PITKIN AVENUE TO UTE AVENUE

OWNER	FOOTAGE	COST/FOOT	ASSESSMENT
John O. Spendrup Estate	50	32.12	1,606.00
** Bill J. Sparks	50	19.27	963.50
Carmen Cabrerra	50	32.12	1,606.00
** George E. & Debra L. Preuss	50	64.24	<u>3,212.00</u>
** Todd & Miyoung Taylor	50	32.12	1,606.00
** Joshua J. Ketellapper	50	32.12	1,606.00
** The Ramstetter Family Trust	50	64.24	3,212.00
Emery Telecommunications & Video, Inc.	50	64.24	3,212.00
** George E. & Debra L. Preuss	250	64.24	16,060.00
** The Ramstetter Family Trust	100	64.24	6,424.00
** Desert Auto LLC	50	64.24	<u>3,212.00</u>
<b>ASSESSABLE FOOTAGE</b>	<b>TOTAL</b>	<b>800</b>	<b>42,719.50</b>

\*\* indicates owners in favor of the district are 8/11, or 73%, and comprise 81% of the assessable footage

Cost to Construct	\$ 102,778.00
Absolute Cost to Owners	<u>\$ 42,719.50</u>
Cost to City	\$ 60,058.50

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





**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION APPROVING AND ACCEPTING THE IMPROVEMENTS  
CONNECTED WITH ALLEY IMPROVEMENT DISTRICT NO. ST-20**

WHEREAS, the City Council of the City of Grand Junction, Colorado, has reported the completion of Alley Improvement District No. ST-20; and

WHEREAS, the City Council has caused to be prepared a statement showing the assessable cost of the improvements of Alley Improvement District No. ST-20 and apportioning the same upon each lot or tract of land to be assessed for the same;

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

1. That the improvements connected therewith in said District be, and the same are hereby approved and accepted; that said statement be, and the same is hereby approved and accepted as the statement of the assessable cost of the improvements of said Alley Improvement District No. ST-20;
2. That the same be apportioned on each lot or tract of land to be assessed for the same;
3. That the City Clerk shall immediately advertise for three (3) days in the Daily Sentinel, a newspaper of general circulation published in said City, a Notice to the owners of the real estate to be assessed, and all persons interested generally without naming such owner or owners, which Notice shall be in substantially the form set forth in the attached "NOTICE", that said improvements have been completed and accepted, specifying the assessable cost of the improvements and the share so apportioned to each lot or tract of land; that any complaints or objections that may be made in writing by such owners or persons shall be made to the Council and filed with the City Clerk within thirty (30) days from the first publication of said Notice; that any objections may be heard and determined by the City Council at its first regular meeting after said thirty (30) days and before the passage of the ordinance assessing the cost of the improvements, all being in accordance with the terms and provisions of Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
President of the Council

Attest:

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

## NOTICE

NOTICE IS HEREBY GIVEN that a hearing is scheduled for October 7, 2020, at 7:00 p.m., to hear complaints or objections of the owners of the real estate hereinafter described, said real estate comprising the Districts of lands known as Alley Improvement District No. ST-20, , and all persons interested therein 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.

That the improvements in and for said Alley Improvement District No. ST-20, which are authorized by and in accordance with the terms and provisions of Resolution No. 09-20, passed and adopted on the 19th day of February, 2020, declaring the intention of the City Council of the City of Grand Junction, Colorado, to create a local Alley improvement District to be known as Alley Improvement District No. ST-20, with the terms and provisions of Resolution No. 23-20, passed and adopted on the 6th day of May, 2020, creating and establishing said District, all being in accordance with the terms and provisions of Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, being Ordinance No. 178, as amended, have been completed and have been accepted by the City Council of the City of Grand Junction, Colorado;

The City has inspected and accepted the condition of the improvements installed. The amount to be assessed from those properties benefiting from the improvements is \$102,778.00. Said amount including six percent (6%) for cost of collection and other incidentals; that the part apportioned to and upon each lot or tract of land within said District and assessable for said improvements is hereinafter set forth; that payment may be made to the Finance Director of the City of Grand Junction at any time within thirty (30) days after the final publication of the assessing ordinance assessing the real estate in said District for the cost of said improvements, and that the owner(s) so paying should be entitled to an allowance of six percent (6%) for cost of collection and other incidentals;

That any complaints or objections that may be made in writing by the said owner or owners of land within the said District and assessable for said improvements, or by any person interested, may be made to the City Council and filed in the office of the City Clerk of said City within thirty (30) days from the first publication of this Notice will be heard and determined by the said City Council at a public hearing on Wednesday, October 7, 2020 at 7:00 p.m. in the City Auditorium, 250 N. 5th Street, Grand Junction, Colorado, before the passage of any ordinance assessing the cost of said improvements against the real estate in said District, and against said owners respectively as by law provided;

That the sum of \$102,778.00 for improvements is to be apportioned against the real estate in said District and against the owners respectively as by law provided in the following proportions and amounts severally as follows, to wit:

<b>ALLEY 10TH STREET TO 11TH STREET, PITKIN AVENUE TO UTE AVENUE</b>		
<b>TAX SCHEDULE NO.</b>	<b>LEGAL DESCRIPTION</b>	<b>ASSESSMENT</b>
2945-144-35-001	Lots 1 & 2, Block 134, City of Grand Junction	\$ 1,606.00
2945-144-35-002	Lots 3 & 4, Block 134, City of Grand Junction	\$ 1,606.00
2945-144-35-003	Lots 5 & 6, Block 134, City of Grand Junction	\$ 963.50
2945-144-35-004	Lots 7 & 8, Block 134, City of Grand Junction	\$ 3,212.00
2945-144-35-005	Lots 9 & 10, Block 134, City of Grand Junction	\$ 1,606.00
2945-144-35-006	Lots 11 & 12, Block 134, City of Grand Junction	\$ 1,606.00
2945-144-35-007	Lots 13 & 14, Block 134, City of Grand Junction	\$ 3,212.00
2945-144-35-008	Lots 15 & 16, Block 134, City of Grand Junction	\$ 3,212.00
2945-144-50-001	Lot 1, Preuss Subdivision	\$ 16,060.00
2945-144-35-013	Lots 27 through 30, inclusive, Block 134, City of Grand Junction	\$ 6,424.00
2945-144-35-009	Lots 31 & 32, Block 134, City of Grand Junction	\$ 3,212.00

Dated at Grand Junction, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BY ORDER OF THE CITY COUNCIL,  
CITY OF GRAND JUNCTION, COLORADO

By: \_\_\_\_\_  
City Clerk

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

**AN ORDINANCE APPROVING THE ASSESSABLE COST OF THE IMPROVEMENTS MADE IN AND FOR ALLEY IMPROVEMENT DISTRICT NO. ST-20, IN THE CITY OF GRAND JUNCTION, COLORADO, PURSUANT TO ORDINANCE NO. 178, ADOPTED AND APPROVED THE 11TH DAY OF JUNE, 1910, AS AMENDED; APPROVING THE APPORTIONMENT OF SAID COST TO EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICTS; ASSESSING THE SHARE OF SAID COST AGAINST EACH LOT OR TRACT OF LAND OR OTHER REAL ESTATE IN SAID DISTRICTS; APPROVING THE APPORTIONMENT OF SAID COST AND PRESCRIBING THE MANNER FOR THE COLLECTION AND PAYMENT OF SAID ASSESSMENT.**

WHEREAS, the City Council and the Municipal Officers of the City of Grand Junction, in the State of Colorado, have complied with all the provisions of law relating to certain improvements in Alley Improvement District No. ST-20, in the City of Grand Junction, pursuant to Ordinance No.178 of said City, adopted and approved June 11, 1910, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, and pursuant to the various resolutions, orders and proceedings taken under said Ordinance; and

WHEREAS, the City Council has heretofore caused to be published the Notice of Completion of said local improvements in said Alley Improvement District No. ST-20, and the apportionment of the cost thereof to all persons interested and to the owners of real estate which is described therein, said real estate comprising the district of land known as Alley Improvement District No. ST-20, in the City of Grand Junction, Colorado, which said Notice was caused to be published in The Daily Sentinel, the official newspaper of the City of Grand Junction (the first publication thereof appearing on September 4, 2020, and the last publication thereof appearing on September 6, 2020); and

WHEREAS, said Notice recited the share to be apportioned to and upon each lot or tract of land within said Districts assessable for said improvements, and recited that complaints or objections might be made in writing to the Council and filed with the Clerk within thirty (30) days from the first publication of said Notice, and that such complaints would be heard and determined by the Council at its first regular meeting after the said thirty (30) days and before the passage of any ordinance assessing the cost of said improvements; and

WHEREAS, no written complaints or objections have been made or filed with the City Clerk as set forth in said Notice; and

WHEREAS, the City Council has fully confirmed the statement prepared by the City Engineer and certified by the President of the Council showing the assessable cost of said improvements and the apportionment thereof heretofore made as contained in that certain Notice to property owners in Alley Improvement District No. ST-20, duly

published in the Daily Sentinel, the official newspaper of the City, and has duly ordered that the cost of said improvements in said Alley Improvement District No. ST-20, be assessed and apportioned against all of the real estate in said District in the portions contained in the aforesaid Notice; and

WHEREAS, from the statement made and filed with the City Clerk by the City Engineer, it appears that the assessable cost of the said improvements is \$102,778.00; and

WHEREAS, from said statement it also appears the City Engineer has apportioned a share of the assessable cost to each lot or tract of land in said District in the following proportions and amounts, severally, to wit:

<b>ALLEY 10TH STREET TO 11TH STREET, PITKIN AVENUE TO UTE AVENUE</b>		
<b>TAX SCHEDULE NO.</b>	<b>LEGAL DESCRIPTION</b>	<b>ASSESSMENT</b>
2945-144-35-001	Lots 1 & 2, Block 134, City of Grand Junction	\$ 1,606.00
2945-144-35-002	Lots 3 & 4, Block 134, City of Grand Junction	\$ 1,606.00
2945-144-35-003	Lots 5 & 6, Block 134, City of Grand Junction	\$ 963.50
2945-144-35-004	Lots 7 & 8, Block 134, City of Grand Junction	\$ 3,212.00
2945-144-35-005	Lots 9 & 10, Block 134, City of Grand Junction	\$ 1,606.00
2945-144-35-006	Lots 11 & 12, Block 134, City of Grand Junction	\$ 1,606.00
2945-144-35-007	Lots 13 & 14, Block 134, City of Grand Junction	\$ 3,212.00
2945-144-35-008	Lots 15 & 16, Block 134, City of Grand Junction	\$ 3,212.00
2945-144-50-001	Lot 1, Preuss Subdivision	\$ 16,060.00
2945-144-35-013	Lots 27 through 30, inclusive, Block 134, City of Grand Junction	\$ 6,424.00
2945-144-35-009	Lots 31 & 32, Block 134, City of Grand Junction	\$ 3,212.00

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

Section 1. That the assessable cost and apportionment of the same, as hereinabove set forth, is hereby assessed against all the real estate in said District, and to and upon each lot or tract of land within said District, and against such persons in the portions and amounts which are severally hereinbefore set forth and described.

Section 2. That said assessments, together with all interests and penalties for default in payment thereof, and all cost of collecting the same, shall from the time of final publication of this Ordinance, constitute a perpetual lien against each lot of land herein described, on a parity with the tax lien for general, State, County, City and school taxes, and no sale of such property to enforce any general, State, County, City or school tax or other lien shall extinguish the perpetual lien of such assessment.

Section 3. That said assessment shall be due and payable within thirty (30) days after the final publication of this Ordinance without demand; provided that all such assessments may, at the election of the owner, be paid in installments with interest as hereinafter provided. Failure to pay the whole assessment within the said period of thirty days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in such installments. All persons so electing to pay in installments shall be conclusively considered and held as consenting to said improvements, and such election shall be conclusively considered and held as a waiver of any and all rights to question the power and jurisdiction of the City to construct the improvements, the quality of the work and the regularity or sufficiency of the proceedings, or the validity or correctness of the assessment.

Section 4. That in case of such election to pay in installments, the assessments shall be payable in ten (10) equal annual installments of the principal. The first of said installments of principal 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, along with simple interest which has accrued at the rate of 6 percent per annum on the unpaid principal, payable annually.

Section 5. That the failure to pay any installments, whether of principal or interest, as herein provided, when due, shall cause the whole unpaid principal to become due and payable immediately and the whole amount of the unpaid principal and accrued interest shall thereafter draw interest at the rate of 6 percent per annum until the day of sale, as by law provided; but at any time prior to the date of sale, the owner may pay the amount of such delinquent installment or installments, with interest at 8 percent per annum as aforesaid, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any piece of real estate not in default as to any installments may at any time pay the whole of the unpaid principal with interest accrued.

Section 6. That payment may be made to the City Finance Director at any time within thirty days after the final publication of this Ordinance, and an allowance of the six percent added for cost of collection and other incidentals shall be made on all payments made during said period of thirty days.

Section 7. That the monies remaining in the hands of the City Finance Director as the result of the operation and payments under Alley Improvement District

No. ST-20, shall be retained by the Finance Director and shall be used thereafter for the purpose of further funding of past or subsequent improvement districts which may be or may become in default.

Section 8. That all provisions of Ordinance No. 178 of the City of Grand Junction, as amended, being Chapter 28 of the Code of Ordinances of the City of Grand Junction, Colorado, shall govern and be taken to be a part of this Ordinance with respect to the creation of said Alley Improvement District No. ST-20, the construction of the improvements therein, the apportionment and assessment of the cost thereof and the collection of such assessments.

Section 9. That this Ordinance, after its introduction and first reading shall be published once in full in the Daily Sentinel, the official newspaper of the City, at least ten days before its final passage, and after its final passage, it shall be numbered and recorded in the City ordinance record, and a certificate of such adoption and publication shall be authenticated by the certificate of the publisher and the signature of the President of the Council and the City Clerk, and shall be in full force and effect on and after the date of such final publication, except as otherwise provided by the Charter of the City of Grand Junction.

Introduced on First Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Passed and Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2020

Attest:

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

\_\_\_\_\_  
President of the Council



## Grand Junction City Council

### Regular Session

Item #6.a.i.

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**Meeting Date:** September 2, 2020  
**Presented By:** Scott D. Peterson, Senior Planner  
**Department:** Community Development  
**Submitted By:** Scott D. Peterson, Senior Planner

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### **Information**

#### **SUBJECT:**

A Resolution Accepting the Petition for Annexation of 19.020 Acres of Land and Ordinances Annexing and Zoning the Fairview Glen Annexation to R-8 (Residential - 8 du/ac), Located at 2767 C Road and Vacant Properties Located North of B 1/2 Road between Allyce Avenue and Nashua Lane/Court - [Applicant Presentation](#) and [Staff Presentation](#)

#### **RECOMMENDATION:**

The Planning Commission heard the Zone of Annexation request at their July 28, 2020 meeting and forwarded a recommendation of approval (6 - 0) of the zoning designation of R-8 for the properties to City Council.

City Staff recommends adoption of the Resolution accepting the petition for annexation and the Ordinance annexing territory to the City of Grand Junction.

#### **EXECUTIVE SUMMARY:**

The Applicants, Five Star Homes and Development Inc., are requesting annexation and a zone of annexation to R-8 (Residential – 8 du/ac) for the Fairview Glen Annexation. The approximately 19.020-acre parcels of land are located at 2767 C Road along with additional vacant properties located north of B ½ Road between Allyce Avenue and Nashua Lane and Court in Orchard Mesa. The properties have a Comprehensive Plan Future Land Use Map designation of Residential Medium (4 – 8 du/ac). The subject properties currently contain one single-family detached home along with various accessory structures.

The Applicant is requesting annexation into the City limits per the Persigo Agreement



between Mesa County and the City of Grand Junction in anticipation of future residential subdivision development. The zone district of R-8 is consistent with the Comprehensive Plan.

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

The Applicants, Five Star Homes and Development Inc., have requested annexation of 19.020-acres of land into the City limits, located at 2767 C Road along with additional vacant properties located north of B ½ Road between Allyce Avenue and Nashua Lane & Court in Orchard Mesa, in anticipation of future residential subdivision development. The Fairview Glen Annexation consists of one property of 9.84-acres along with the undeveloped Birks Blue Estates Subdivision which was recorded in 1978. The Birks Blue Estates subdivision contained the platting of 30 residential lots on 10.013-acres, however, the subdivision was never developed nor infrastructure constructed and remains vacant land. At time of future residential development, the applicant would request to vacate the existing, but never developed, platted rights-of-way of Cara Street and Newport Lane along with associated utility easements as identified on the Birks Blue Estates plat which are no longer necessary and re-subdivide the lots in coordination with their new requested lot layout. The Applicant is currently only requesting a zone of annexation for all properties to R-8 (Residential – 8 du/ac).

The Applicant's properties are currently in the County and retains a County zoning of RSF-4 (Residential Single Family – 4 du/ac) and PUD (Planned Urban Development). Surrounding properties are also zoned PUD in the County and R-8 in the City ranging in size from 0.16 to 0.66-acres. The subject properties have a Comprehensive Plan Future Land Use designation of Residential Medium (4 – 8 du/ac). The requested zone district of R-8 is in conformance with the Future Land Use designation for the area.

The surrounding area both within the City limits and County are largely developed with single-family detached homes on each platted lot or parcel. Properties immediately adjacent to the west and north have been annexed into the City and are currently zoned R-8. Further subdivision development and/or lot splits are possible in the future for other properties in the area, specifically to the north of Unawep Avenue that are large enough to accommodate such development.

The proposed annexation includes 1.903-acres of the adjacent Unawep Avenue and the undeveloped Cara Street and Newport Lane Rights-of-Way (82,882-sq. ft.) which contains no pavement, curb, gutter or sidewalk. Upon future subdivision development, the developer would be responsible for the cost and construction improvement cost of all associated rights-of-way, as applicable.

The properties are currently adjacent to existing city limits and are within the Persigo 201 boundary and is "Annexable Development" as defined in the Persigo Agreement. Under the 1998 Persigo Agreement with Mesa County, all proposed development

within the Persigo Wastewater Treatment Facility boundary requires annexation by the City. The property owners have signed a petition for annexation of the properties.

Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Fairview Glen Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

The proposed annexation and zoning schedule with a summary is attached.

#### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on July 2, 2020 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. Public comment was also offered through the GJSpeaks platform. The Applicant, Applicant's Representative and City staff were in attendance along with eleven (11) citizens. No concerns were voiced by the neighbors concerning the proposed annexation and zoning at the Neighborhood Meeting. Questions at the Neighborhood Meeting centered mainly on the proposed future subdivision of the properties. The City has also received three (3) emails concerning the proposed residential development and are attached for reference. An official application for annexation and zoning was submitted to the City of Grand Junction for review on May 4, 2020.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on April 27, 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 July 17, 2020. The notice of this public hearing was published July 21, 2020 in the Grand Junction Daily Sentinel.

## **ANALYSIS**

The criteria for review is set forth in Section 21.02.140 (a) and includes that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

The property owner has petitioned for annexation into the City limits with a requested zoning district of R-8 which is compatible with the existing Comprehensive Plan Future Land Use Map designation of Residential Medium (4 – 8 du/ac). Since the Applicant's properties are currently in the County, the annexation of the properties is a subsequent event that will invalidate the original premise; a county zoning designation. Therefore, Staff has found this criterion has been met.

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

The adoption of the Comprehensive Plan in 2010, designated these properties as Residential Medium (4 – 8 du/ac). The Applicant is requesting an allowable zone district that is consistent with the higher end of the density range allowed by the Residential Medium category. Adjacent properties to the west and north are already annexed and zoned R-8. The character and/or condition of the surrounding area has not changed in recent years as the area continues to be largely developed with single-family detached homes on each lot in a density ranging from approximately 5 to 8.

Because there has been no apparent change of character and/or condition and the area has not significantly changed, Staff finds that this criterion has not been met.

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

Adequate public and community facilities and services are available to the properties and are sufficient to serve land uses associated with the R-8 zone district. City Sanitary Sewer and City Water/Ute Water are presently both available within the Unaweep Avenue, B ½ Road and Milo Drive rights-of-way. Properties can also be

served by Xcel Energy electric and natural gas. A short distance away on Unawep Avenue is Orchard Mesa Middle School and further to the south, across B ½ Road is a City Market grocery store and other associated restaurants and retail/office establishments along with a branch of the Mesa County Library. Further to the south is the Mesa County Fairgrounds, across Highway 50. Staff has found the public and community facilities are adequate to serve the type and scope of the residential land use proposed and therefore has found 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 properties and surrounding area to the north, east and west are designated on the Comprehensive Plan Future Land Use Map as Residential Medium (4 – 8 du/ac) with Neighborhood Center to the south. The proposed zoning designation of R-8 meets the intent of achieving the desired density for the properties, with this request, to develop at the high end of the Residential Medium (4 – 8 du/ac) category. For properties already annexed into the City limits, this area of Orchard Mesa is predominately zoned R-8. The R-8 zone district also comprises the largest amount of residential acreage within the City limits. Because a majority of this area is currently zoned R-8, staff is unable to find that an inadequate supply of R-8 zoning and therefore finds this criterion has not been met.

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

Annexation and zoning of the properties will create consistent land use jurisdiction within the City and is consistent with the City and County Persigo Agreement. The requested zone district will also provide an opportunity for housing within a range of density that is consistent with the Comprehensive Plan in this area to meet the needs of the growing community. This principle is supported and encouraged by the Comprehensive Plan and furthers the plan's goal of promoting a diverse supply of housing types; a key principle in the Comprehensive Plan. Therefore, Staff finds that this criterion has been met.

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code provides that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Though other zone districts could be considered, the R-8 zone district is consistent with the recommendations of the Plan's Future Land Use Map.

In addition to the zoning requested by the petitioner, the following zone districts would also be consistent with the Comprehensive Plan designation of Residential Medium (4 – 8 du/ac) for the subject properties.

R-4 (Residential – 4 du/ac)

R-5 (Residential – 5 du/ac)

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

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

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

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

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

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

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

After reviewing the Fairview Glen Annexation, for a Zone of Annexation from County RSF-4 (Residential Single Family – 4 du/ac) and PUD (Planned Unit Development) to a City R-8 (Residential – 8 du/ac), the following findings of fact have been made:

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

In accordance with Section 21.02.160 (f) of the Zoning and Development Code, the application is consistent with the adopted Comprehensive Plan.

Therefore, the Planning Commission and City Staff recommends approval of the requested Zone of Annexation.

Also, City Staff recommends adoption of the Resolution accepting the petition for annexation and the Ordinance annexing territory to the City of Grand Junction.

### **FISCAL IMPACT:**

#### **GENERAL**

If annexed, the current fire protection district mill levies will be removed, and the City's 8 mills will be assessed. Property tax will need to pay for not only fire and emergency

medical services, but also other City services provided to the area. Based on the service plan of the development provided by the developer, and a build-out of 154 dwelling units at an average of \$300,000 each estimates a total actual value of \$46.2 million in residential property. At the current residential assessment rate of 7.15%, an assessed value of \$3.3 million at the City's 8 mills would generate a total of \$26,426 in annual property tax revenue. One time sales or use tax revenues would also be generated on the materials used in construction.

### **Water**

This property is within the Ute Water District service area. An 18-inch water line runs along B ½ Road on the southern property boundary and a 6-inch water line is stubbed out at Milo Drive at the eastern property boundary.

### **Wastewater**

The property is currently within the Persigo 201 Sewer Service Area. The northern parcel (2945-251-00-081) has an existing sewer tap while the southern parcel does not have a sewer connection. Based on the proposed zoning designation and proposal for 154 dwelling units, the maximum anticipated additional flow associated with 154 equivalent units (EQUs) is about 43,120 gallons per day. The Persigo wastewater treatment plant has sufficient capacity to accommodate this development. The current capacity of the wastewater treatment plant is 12,500,000 gallons per day. The plant currently only receives approximately 8 million gallons per day. Therefore, the plant has ample capacity to accommodate this additional flow. The property would be assessed the current plant investment fee (PIF) of \$4,919 per equivalent unit (2020 rate) or \$757,526. This fee is intended to pay the equivalent share of the payments due on bonds for the existing wastewater treatment plant and infrastructure. Monthly sewer service rates for single family units are \$22.62. These rates have been determined sufficient to cover the cost of service.

### **Public Works/Streets**

This annexation takes in a 331 foot long portion of Unawep Ave encompassing approximately 6200 SF of asphalt and 331 feet of seven foot wide curb, gutter, and sidewalk. Unawep was improved to a full collector in the late 1990's so no new infrastructure is needed. An overlay of Unawep Ave is proposed in 2021. Including this area to the overlay area will add an estimated \$11,370. There is one street light that will be added to the system at an annual cost of \$210/year. Storm drain maintenance, striping, and street sweeping are each estimated at less than \$25/year.

### **Fire Department**

This property is in the Grand Junction Rural Fire Protection District (rural fire district), which is served by the Grand Junction Fire Department through a contract with the rural fire district. The rural fire district collects mill levies of 5.223 generating a total of \$323.83 per year in property taxes that are then passed on to the City of Grand

Junction per the contract. If annexed, the rural fire district mill will be removed and the City's 8 mill property tax will be assessed. With an estimated build out of 154 housing units, the fire department will see a minimal increase in calls for service to this area. Primary fire and EMS response to this area is from Fire Station 4 at 2884 B ½ Road, which is approximately 1 mile to the east and within National Fire Protection Association response time guidelines.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 56-20, a resolution accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, making certain findings, and determining that property known as the Fairview Glen Annexation, located at 2767 C Road and vacant properties north of B 1/2 Road between Allyce Avenue and Nashua Lane/Court is eligible for annexation, Ordinance No. 4951, an ordinance annexing territory to the City of Grand Junction, Colorado, Fairview Glen Annexation, approximately 19.020-acres, located at 2767 C Road and vacant properties north of B 1/2 Road between Allyce Avenue and Nashua Lane/Court on final passage and order final publication in pamphlet form and Ordinance No. 4952, an ordinance zoning the Fairview Glen Annexation to R-8 (Residential - 8 du/ac) Zone District, located at 2767 C Road and vacant properties north of B 1/2 Road between Allyce Avenue and Nashua Lane/Court, on final passage and order final publication in pamphlet form.

**Attachments**

1. Fairview Glen Annexation Schedule & Summary
2. Site Location, Zoning, Annexation Maps, etc
3. Development Application Review Documents Dated 3-10-20
4. Planning Commission Minutes - 2020 - July 28
5. Neighborhood Meeting Notes & Sign-In Sheets
6. Public Correspondence Received
7. Resolution Accepting Petition for Annexation
8. Annexation Ordinance - Fairview Glen Annexation
9. Zone of Annexation Ordinance

## ***FAIRVIEW GLEN ANNEXATION SCHEDULE***

<b>July 1, 2020</b>	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
<b>July 28, 2020</b>	Planning Commission considers Zone of Annexation
<b>August 19, 2020</b>	Introduction of a Proposed Ordinance on Zoning by City Council
<b>September 2, 2020</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>October 4, 2020</b>	Effective date of Annexation

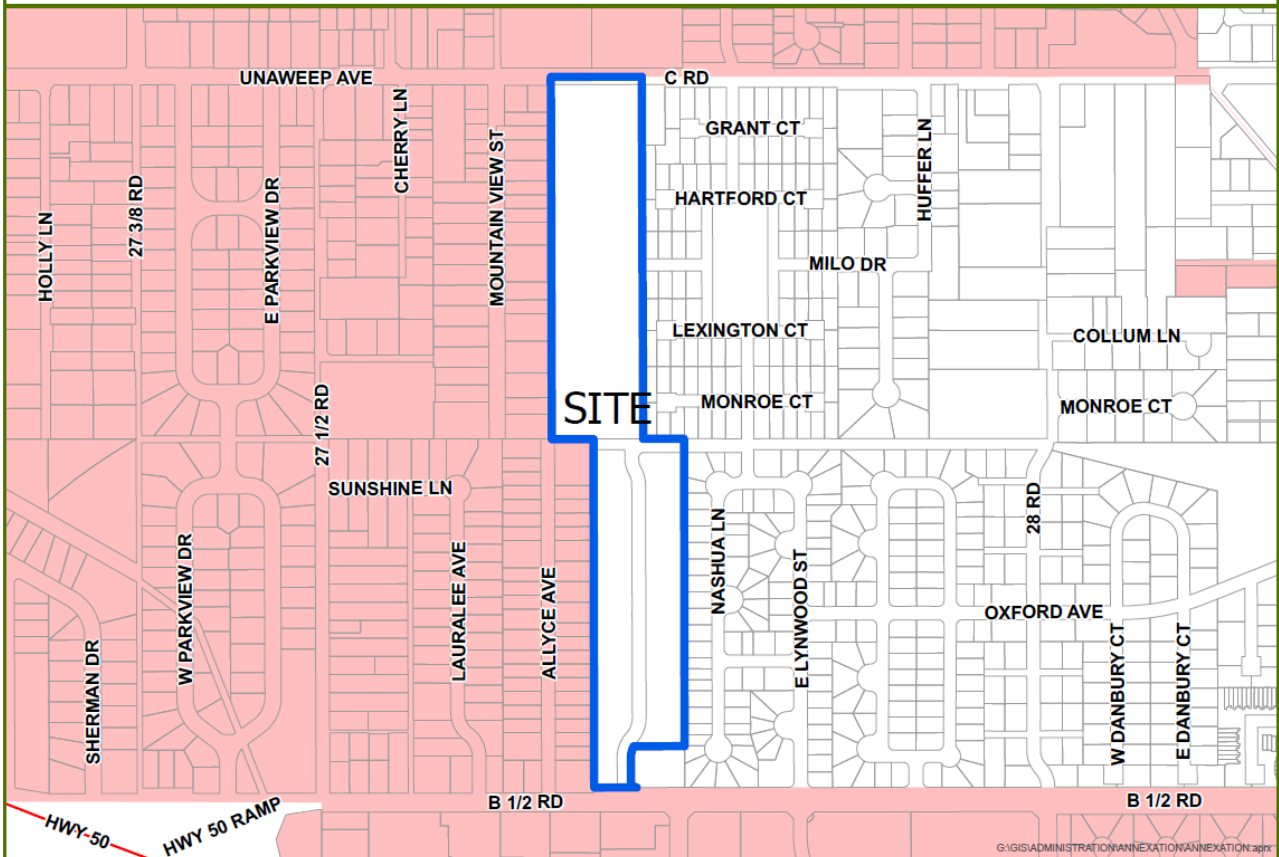
### **ANNEXATION SUMMARY**

<b>File Number:</b>		ANX-2020-222
<b>Location:</b>		2767 C Road
<b>Tax ID Numbers:</b>		2945-251-00-081, 2945-251-26-031 & 2945-251-26-032
<b># of Parcels:</b>		3
<b>Existing Population:</b>		2
<b># of Parcels (owner occupied):</b>		0
<b># of Dwelling Units:</b>		1
<b>Acres land annexed:</b>		19.020
<b>Developable Acres Remaining:</b>		17.117
<b>Right-of-way in Annexation:</b>		1.903 acres
<b>Previous County Zoning:</b>		RSF-4 (Residential Single Family – 4 du/ac) & PUD (Planned Unit Development)
<b>Proposed City Zoning:</b>		R-8 (Residential – 8 du/ac)
<b>Current Land Use:</b>		Single-family residence & vacant land
<b>Future Land Use:</b>		Residential Medium (4 – 8 du/ac)
<b>Values:</b>	<b>Assessed:</b>	\$62,000
	<b>Actual:</b>	\$413,270
<b>Address Ranges:</b>		2072 B 1/2 Road and 2765, 2767, 2769 and 2771 Unawep Avenue (C Road)
<b>Special Districts:</b>	<b>Water:</b>	Ute Water Conservancy District
	<b>Sewer:</b>	City of Grand Junction
	<b>Fire:</b>	Grand Junction Rural Fire District
	<b>Irrigation/Drainage:</b>	Orchard Mesa Irrigation District
	<b>School:</b>	Grand Junction HS / Orchard Mesa Middle / Lincoln OM Elementary
	<b>Pest:</b>	Grand River Mosquito Control District

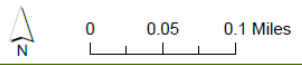





# FAIRVIEW GLEN ANNEXATION



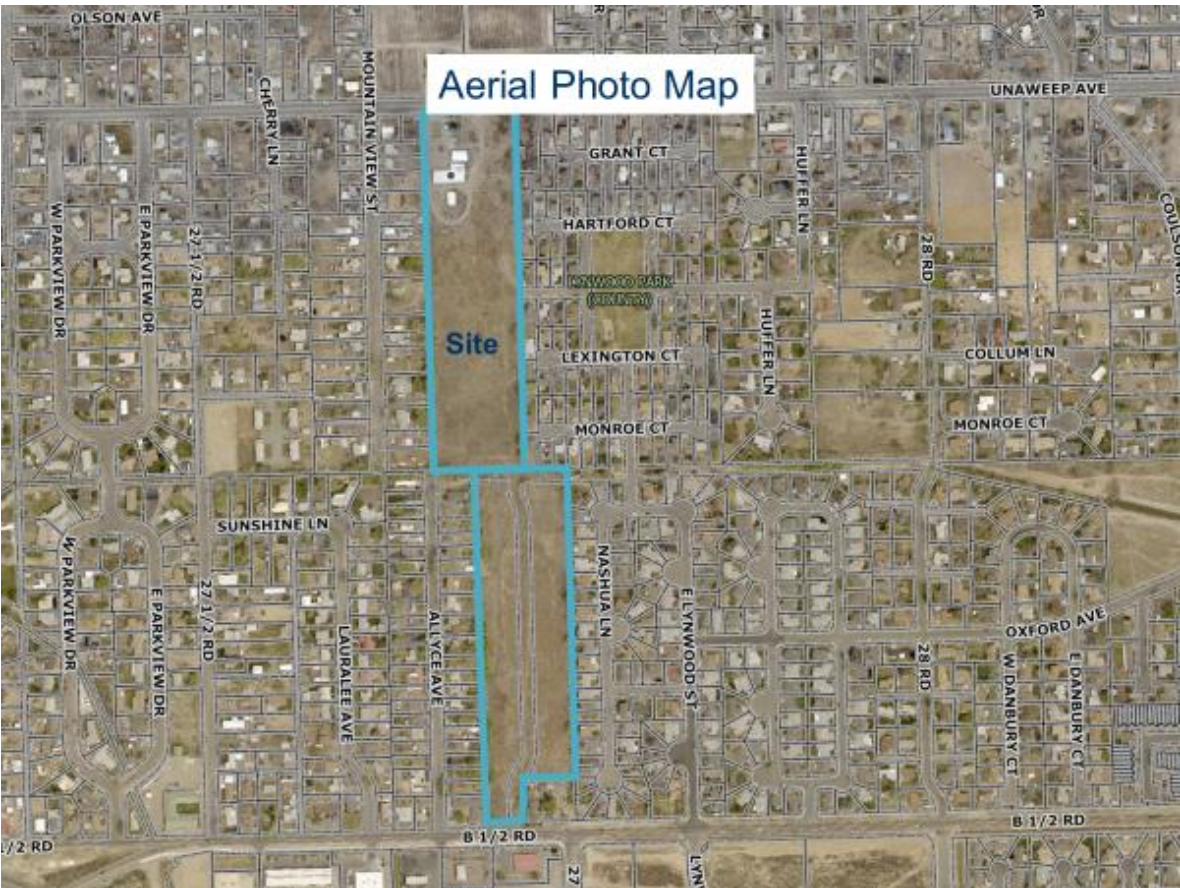
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 Annexation     City Limits

Date Created: 8/11/2020

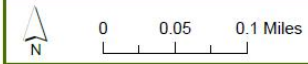




# FAIRVIEW GLEN ANNEXATION



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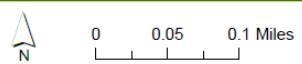
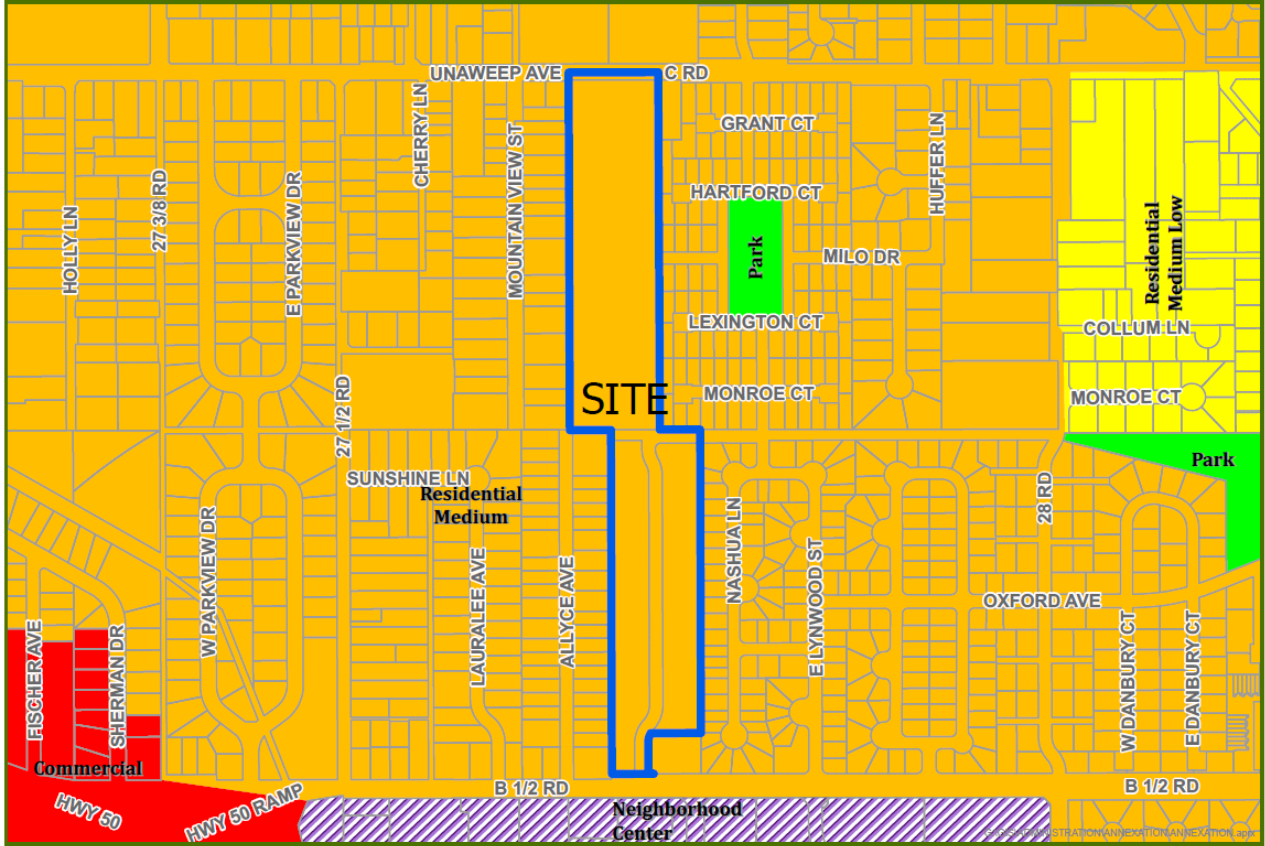


 Annexation  City Limits

Date Created: 8/11/2020

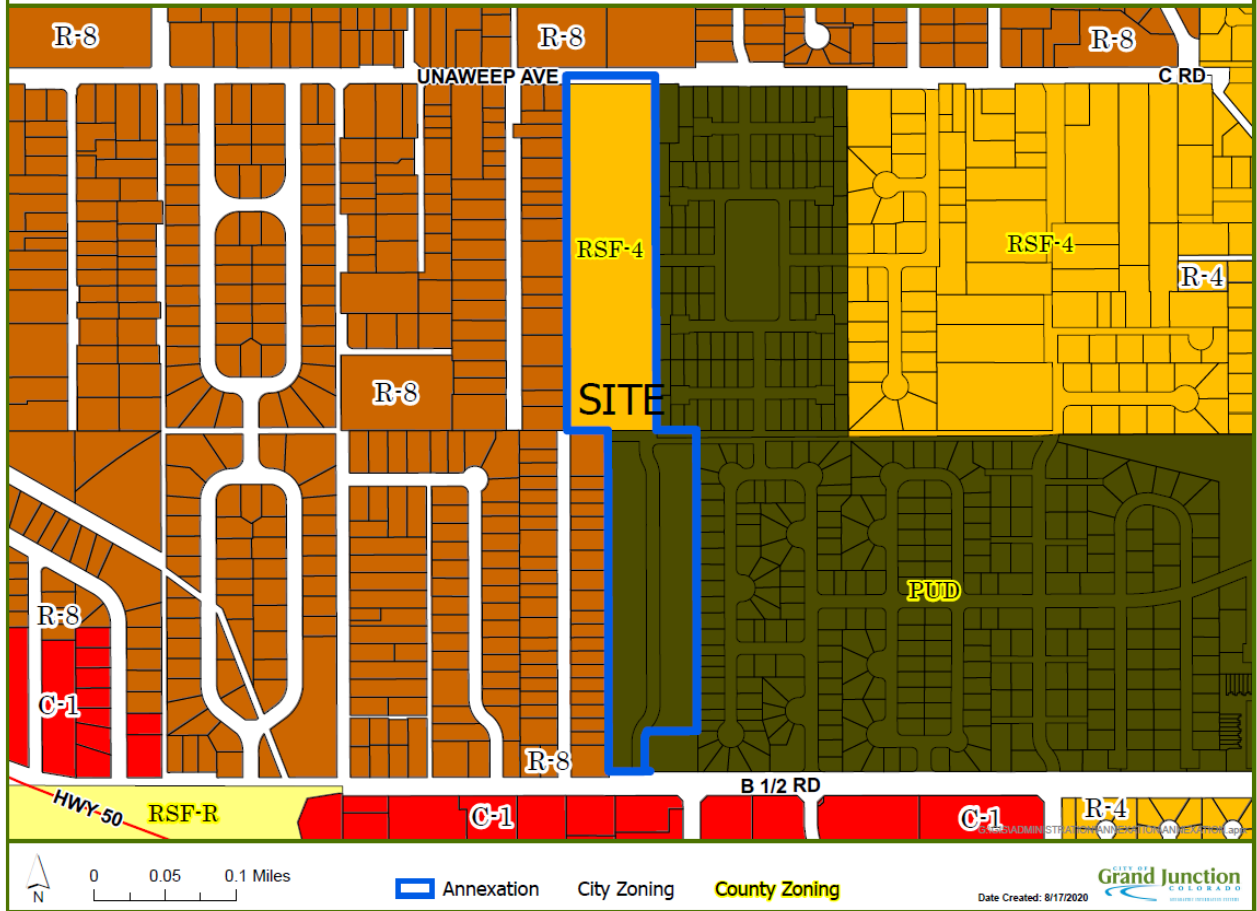


# FAIRVIEW GLEN ANNEXATION - FUTURE LAND USE

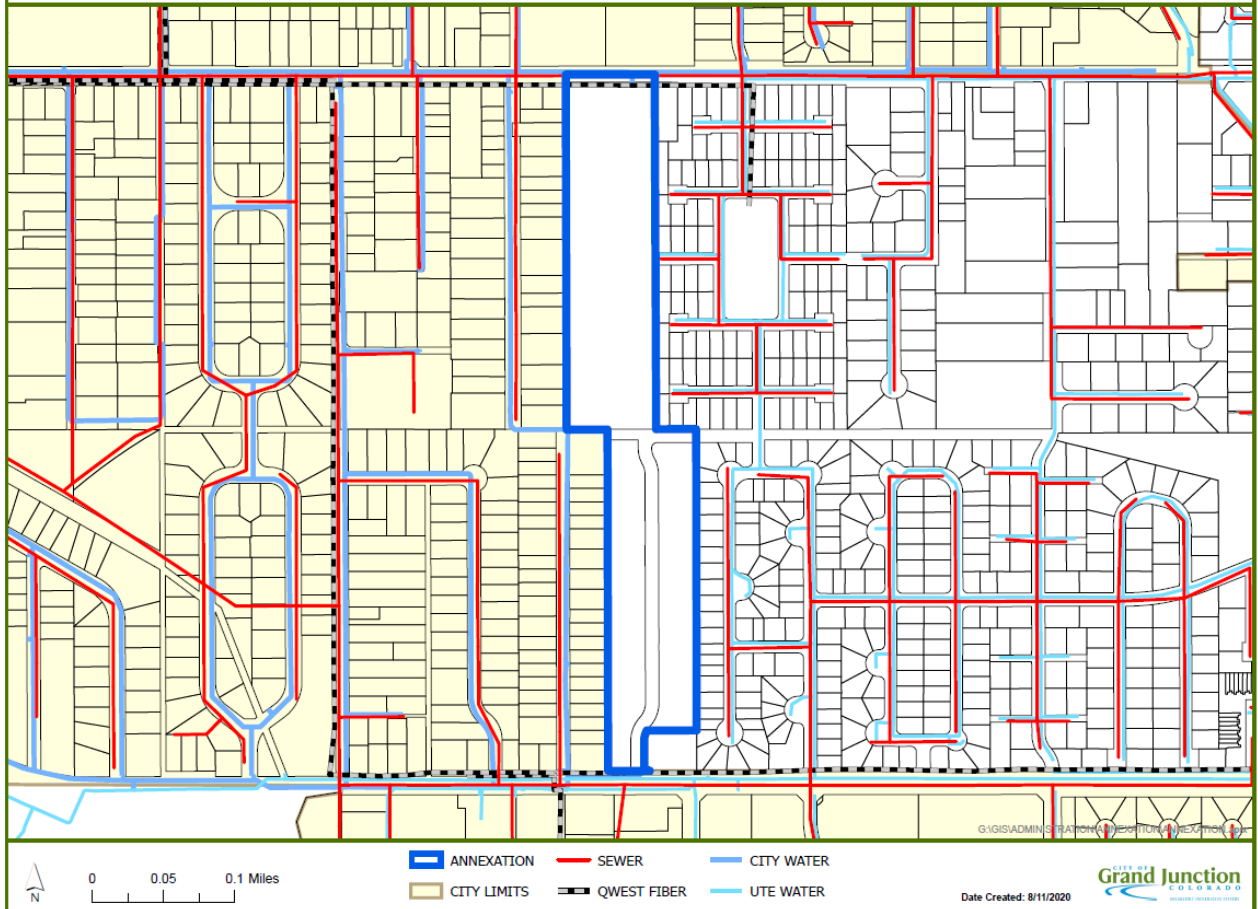


Annexation Boundary

# FAIRVIEW GLEN ANNEXATION - ZONING



# FAIRVIEW GLEN ANNEXATION - UTILITIES





Google Street View of Property looking south from C Road/Unawep Avenue (July 2019).



Google Street View of Property looking north from B 1/2 Road (August 2012)



Fairview Glen ANNEXATION  
PETITION FOR ANNEXATION

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described parcels to the said City:

GENERAL LOCATION: 2767 C Road & Properties adjacent to B ½ Road  
Tax ID # 2945-251-00-081, 2945-251-26-031 & 2945-251-26-032

This foregoing description describes the parcel; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, Fairview Glen Annexation."

As grounds therefore, the petitioner respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limit lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of the signer and the date of signature are set forth hereafter opposite the name of the signer, and that the legal description of the property owned by the signer of said petition is attached hereto.

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

---

Karie Padilla  
President  
Five Star Homes & Development Inc.

**1635 N. 1<sup>st</sup> Street**

Karie Padilla  
SIGNATURE

3-23-2020  
DATE

Fairview  
Glen Annexation Petition)

STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

Karie Padilla, President, Five Star Homes & Development Inc., of lawful age, being first duly sworn, upon oath, deposes and says:

That he/she is the circulator of the forgoing petition:

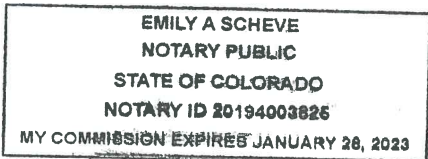
That each signature on the said petition is the signature of the person whose name it purports to be.

Karie Padilla

SIGNATURE

Subscribed and sworn to before me this 23<sup>rd</sup> day of March, 2020.

Witness my hand and official seal.



[Signature]  
 Notary Public

1635 N. 1st St  
 Address

My commission expires: 1/26/23

# FAIRVIEW GLEN ANNEXATION

It is my professional belief; based on my review of the petition, pursuant to C.R.S. 31-12-104, that the Fairview Glen Annexation is eligible to be annexed.

It complies with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.



Scott D. Peterson, Senior Planner

7-10-20

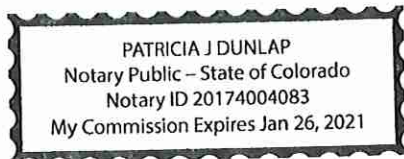
Date

STATE OF COLORADO

SS:

COUNTY OF MESA)

Subscribed and sworn to before me this 10<sup>th</sup> day of July, 2020, by Scott D. Peterson, Senior Planner.  
Witness my hand and official seal.

  
Notary Public

My Commission expires: Jan. 26, 2021

(eligible)



July 8, 2020

Mesa County Board of Commissioners  
PO Box 20,000  
544 Rood Avenue  
Grand Junction, CO 81501

RE: Annexation Impact Report

Dear Commissioners:

Enclosed is a copy of the Annexation Impact Report for the Fairview Glen Annexation. This report is required by CRS 31-12-108.5 for proposed annexations in excess of 10 acres. If you have any questions regarding this material, please contact me at (970-244-1450).

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Thornton". The signature is fluid and cursive.

David Thornton  
Principal Planner  
Community Development Department

FAIRVIEW GLEN ANNEXATION  
Annexation Impact Report  
File #ANX-2020-222

The City Clerk's copy of the Impact Report for the Fairview Glen Annexation does not include a copy of the annexation petition. The Impact Report filed with Mesa County does have a copy of the petition. To review the petition, please refer to the Fairview Glen Annexation petition that has been deposited with the City Clerk. In an effort to conserve space and not be repetitive, the City Clerk's copy of the impact report will be kept with the annexation petition allowing a person to review both at the same time and as a complete file.

## FAIRVIEW GLEN ANNEXATION IMPACT REPORT

Section 31-12-108.5, C.R.S. provides:

The municipality shall prepare an impact report concerning the proposed annexation at least twenty-five days before the date of the hearing established pursuant to section 31-12-108 and shall file one copy with the board of county commissioners governing the area proposed to be annexed within five days thereafter. Such report shall not be required for annexations of ten acres or less in total area or when the municipality and the board of county commissioners governing the area proposed to be annexed agree that the report may be waived. Such report shall include, as a minimum:

(a) a map or maps of the municipality and adjacent territory to show the following information:

(I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

See enclosed map titled – Fairview Glen Annexation, which show the property and its proximity to the current city limits.

(II) the present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and

The property is accessed from B ½ Road and UnawEEP Avenue (C Road). Sanitary sewer is available in the UnawEEP Avenue (C Road) ROW and B ½ Road ROW adjacent to the annexed property and will be required to be extended into the property when urban development occurs by the developer of the property. An 18-inch Ute Water Conservancy water line exists in B ½ Road right-of-way, available for water service to the property and any future development.

See enclosed map titled – Fairview Glen Annexation - Utilities

(III) The existing and proposed land use pattern in the area to be annexed.

- The existing land use pattern is vacant land with one existing residence. The surrounding properties are all developed as residential subdivisions.
- The future land use pattern as established in the 2010 Comprehensive Plan adopted by both the City of Grand Junction and Mesa County identifies this property as Residential Medium (RM) with urban densities of 4 to 8 dwelling units per acre. The proposed City zoning is Residential 8 dwelling units per acre.

See enclosed maps titled – Fairview Glen Annexation and Fairview Glen Annexation - Zoning, which map shows the current City and County

zoning in the area; and Fairview Glen Annexation – Future Land Use which shows the urban land uses planned for the future on this property and neighborhood.

(b) A copy of any draft or final pre-annexation agreement, if available;

No annexation agreements are contemplated for this annexation.

(c) A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

Electric, gas, telephone, and cable television are provided by public utility companies through franchise agreements with the City of Grand Junction. Xcel Energy will provide gas and electric service to areas within the annexation. The utilities companies have represented to the City during the City's comprehensive planning process that they have adequate capacity to serve the urbanizing areas of Grand Junction which includes the area proposed to be annexed.

No development entitlements are being proposed concurrent with this annexation. Infrastructure, land use and annexation of property are currently being discussed. Any new development is reviewed at the time of development application to ensure that adequate utilities, water, sewer, drainage, street access, and public safety are provided to the development and that the provision of these services does not adversely affect existing uses.

Sewer service will continue to be provided by Persigo sewer service. In the annexed area potable water is and will continue to be provided by the Ute Water Conservancy District. Other municipal services provided to the annexed area include City Police (patrol, investigation, and response) which begin following the effective date of the annexation. Services performed by Grand Junction Rural Fire will transition to the City Fire Department upon annexation resulting in no change in Fire and Emergency Medical Service when annexations occur.

(d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Methods of financing extension of municipal services may vary with developed and undeveloped tracts. For undeveloped tracts, the developer will pay to extend services. Other financing mechanisms may be available. For this annexation, infrastructure improvements, such as, sewer service is available at the property line. Existing water infrastructure is available adjacent to the annexation.

(e) A statement identifying existing districts within the area to be annexed; and

The following districts are within the area to be annexed:

1. **Mesa County Valley School District 51**
2. **Ute Water Conservancy District**
3. **Grand River Mosquito District**
4. **Mesa County Public Library District**
5. **Colorado River Water Conservancy**
6. **Grand Junction Rural Fire District**
7. **Orchard Mesa Irrigation District**

(f) A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

School District 51 serves both incorporated and unincorporated areas in the Grand Valley. Current and historical development patterns in this area have shown that housing density is not affected by whether a residential development occurs in the County or City. School space needs are the responsibility of the School District as they look at funding initiatives for the entire District in their mission to serve the entire community. New development currently pays a fixed rate of \$920 per dwelling unit in lieu of land dedication for future school site needs.



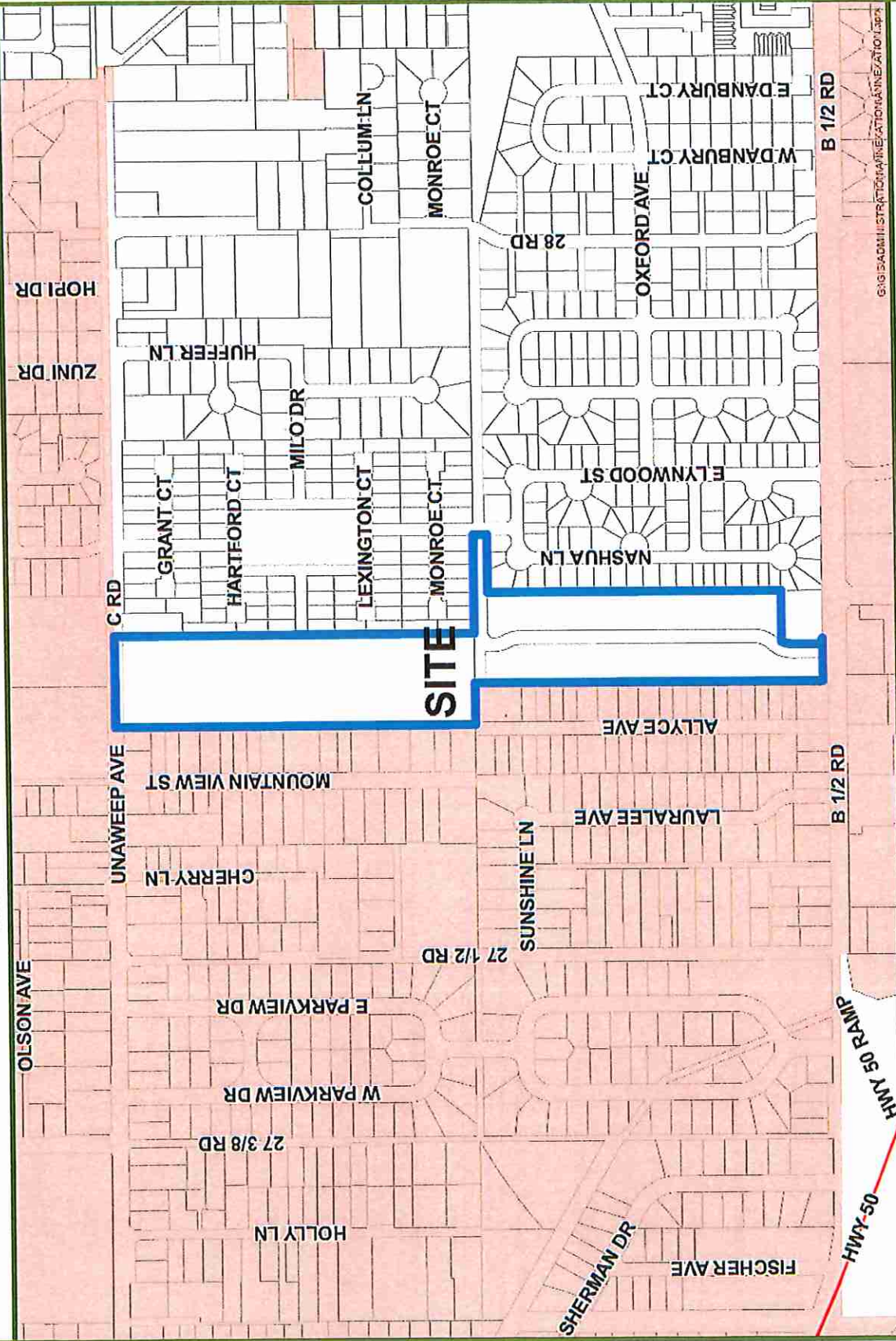
## FAIRVIEW GLEN ANNEXATION SCHEDULE

July 1, 2020	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
July 28, 2020	Planning Commission considers Zone of Annexation
August 19, 2020	Introduction of a Proposed Ordinance on Zoning by City Council
September 2, 2020	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
October 4, 2020	Effective date of Annexation

### ANNEXATION SUMMARY

<b>File Number:</b>		ANX-2020-222
<b>Location:</b>		2767 C Road
<b>Tax ID Numbers:</b>		2945-251-00-081, 2945-251-26-031 & 2945-251-26-032
<b># of Parcels:</b>		3
<b>Existing Population:</b>		2
<b># of Parcels (owner occupied):</b>		0
<b># of Dwelling Units:</b>		1
<b>Acres land annexed:</b>		19.259
<b>Developable Acres Remaining:</b>		17.117
<b>Right-of-way in Annexation:</b>		2.142 acres
<b>Previous County Zoning:</b>		RSF-4 (Residential Single Family – 4 du/ac) & PUD (Planned Unit Development)
<b>Proposed City Zoning:</b>		R-8 (Residential – 8 du/ac)
<b>Current Land Use:</b>		Single-family residence & vacant land
<b>Future Land Use:</b>		Residential Medium (4 – 8 du/ac)
<b>Values:</b>	<b>Assessed:</b>	\$62,000
	<b>Actual:</b>	\$413,270
<b>Address Ranges:</b>		2072 B 1/2 Road and 2765, 2767, 2769 and 2771 Unawep Avenue (C Road)
<b>Special Districts:</b>	<b>Water:</b>	Ute Water Conservancy District
	<b>Sewer:</b>	City of Grand Junction
	<b>Fire:</b>	Grand Junction Rural Fire District
	<b>Irrigation/Drainage:</b>	Orchard Mesa Irrigation District
	<b>School:</b>	Grand Junction HS / Orchard Mesa Middle / Lincoln OM Elementary
	<b>Pest:</b>	Grand River Mosquito Control District

# FAIRVIEW GLEN ANNEXATION



G:\GIS\ADMINISTRATION\ANNEXATION\FAIRVIEW\Map7

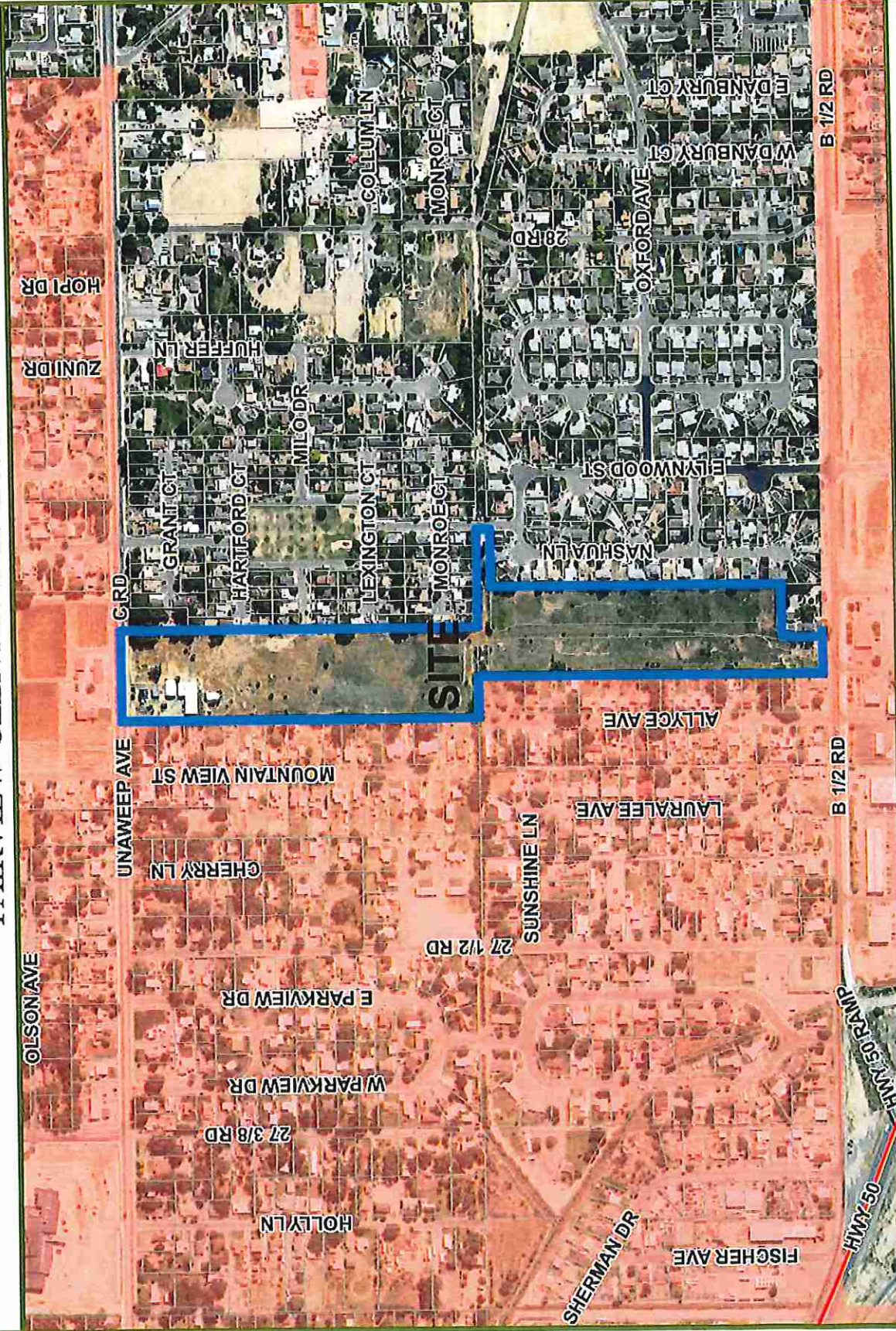


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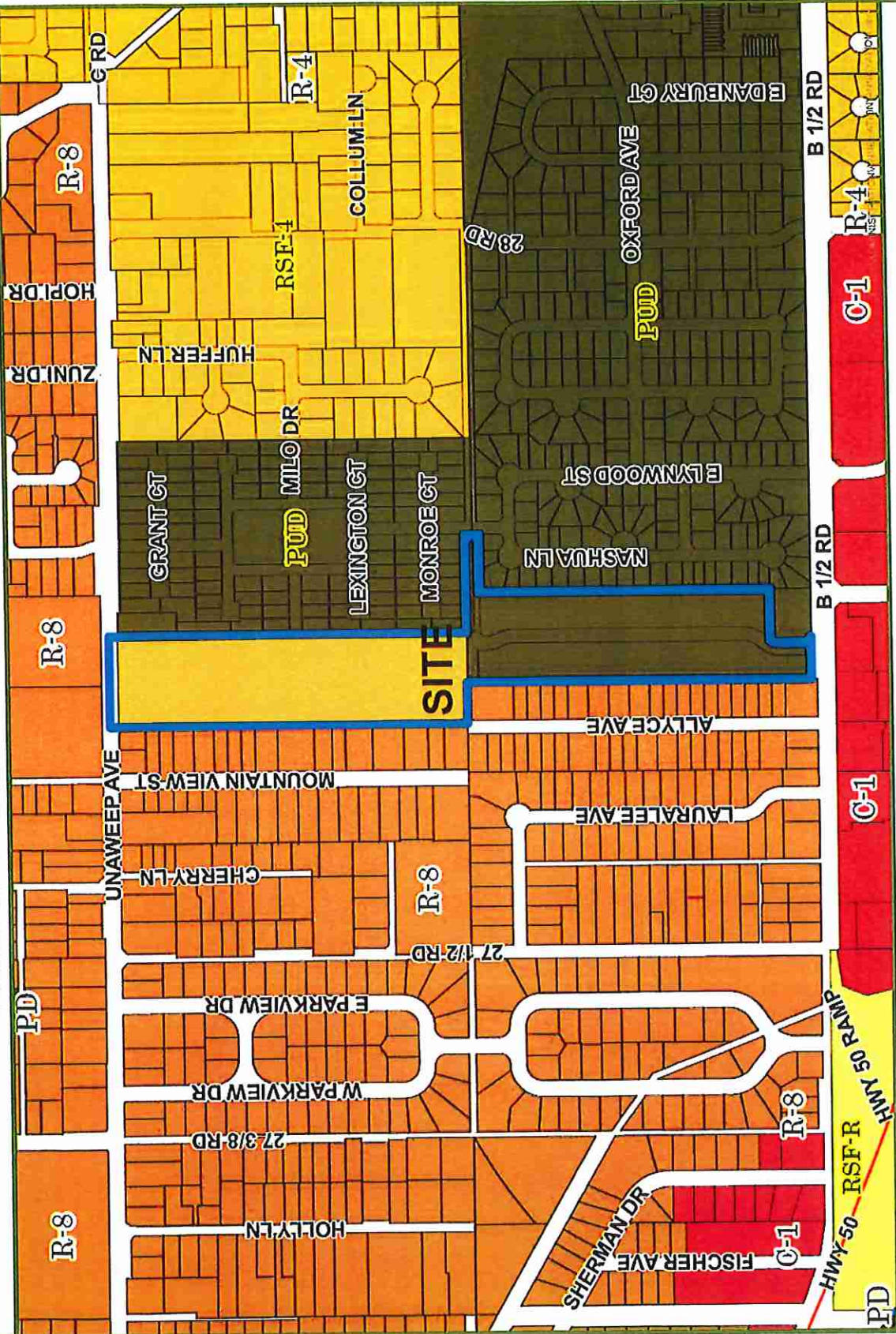
Annexation City Limits



# FAIRVIEW GLEN ANNEXATION



# FAIRVIEW GLEN ANNEXATION - ZONING

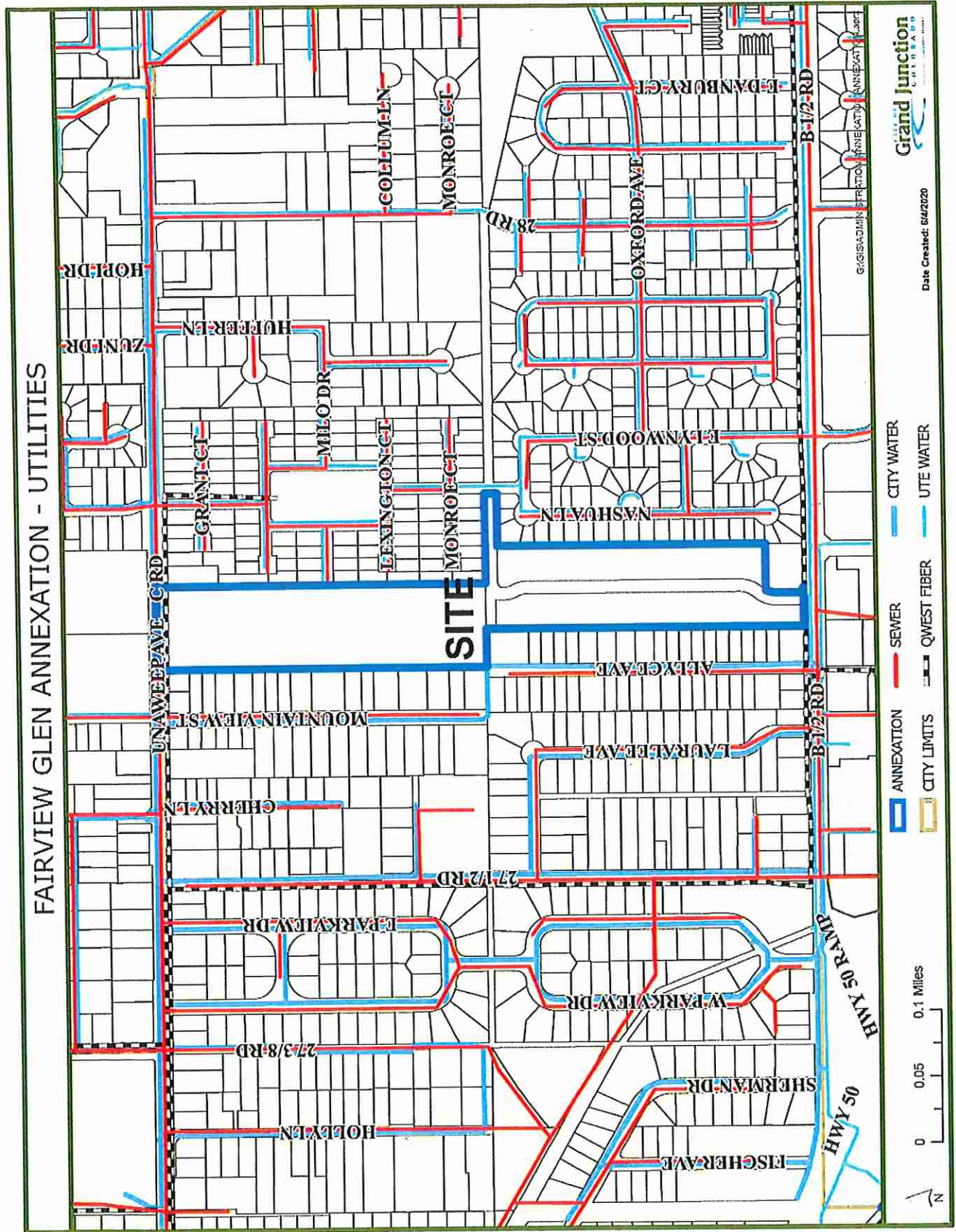


0 0.05 0.1 Miles

Annexation
 City Zoning
County Zoning

City of Grand Junction
  
CLH MAPS
  
Date Created: 6/1/2020

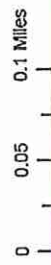
# FAIRVIEW GLEN ANNEXATION - UTILITIES



Grand Junction  
City of Grand Junction

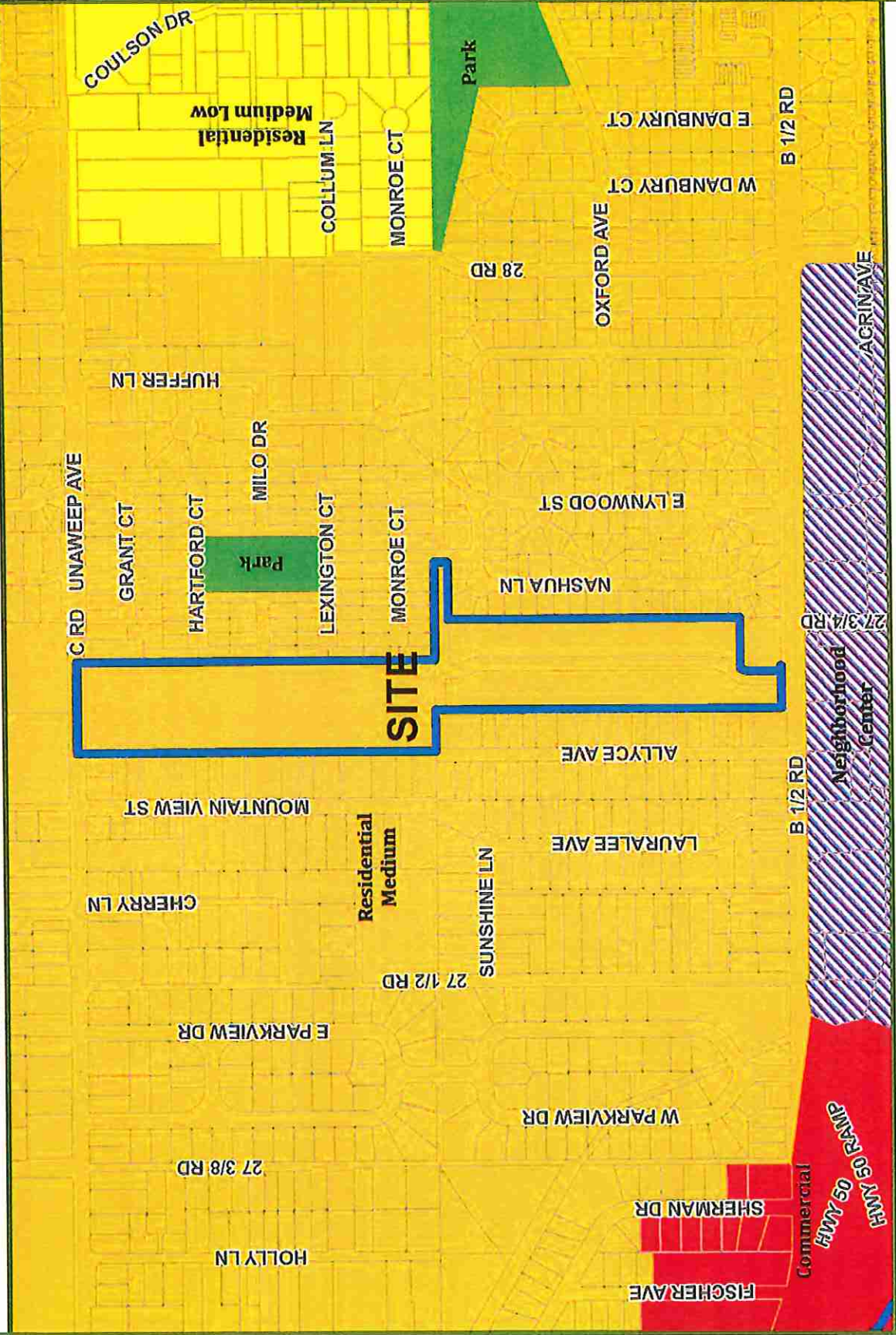
Date Created: 6/4/2020

- ANNEXATION
- SEWER
- CITY WATER
- UTE WATER
- - - CITY LIMITS
- - - QWEST FIBER



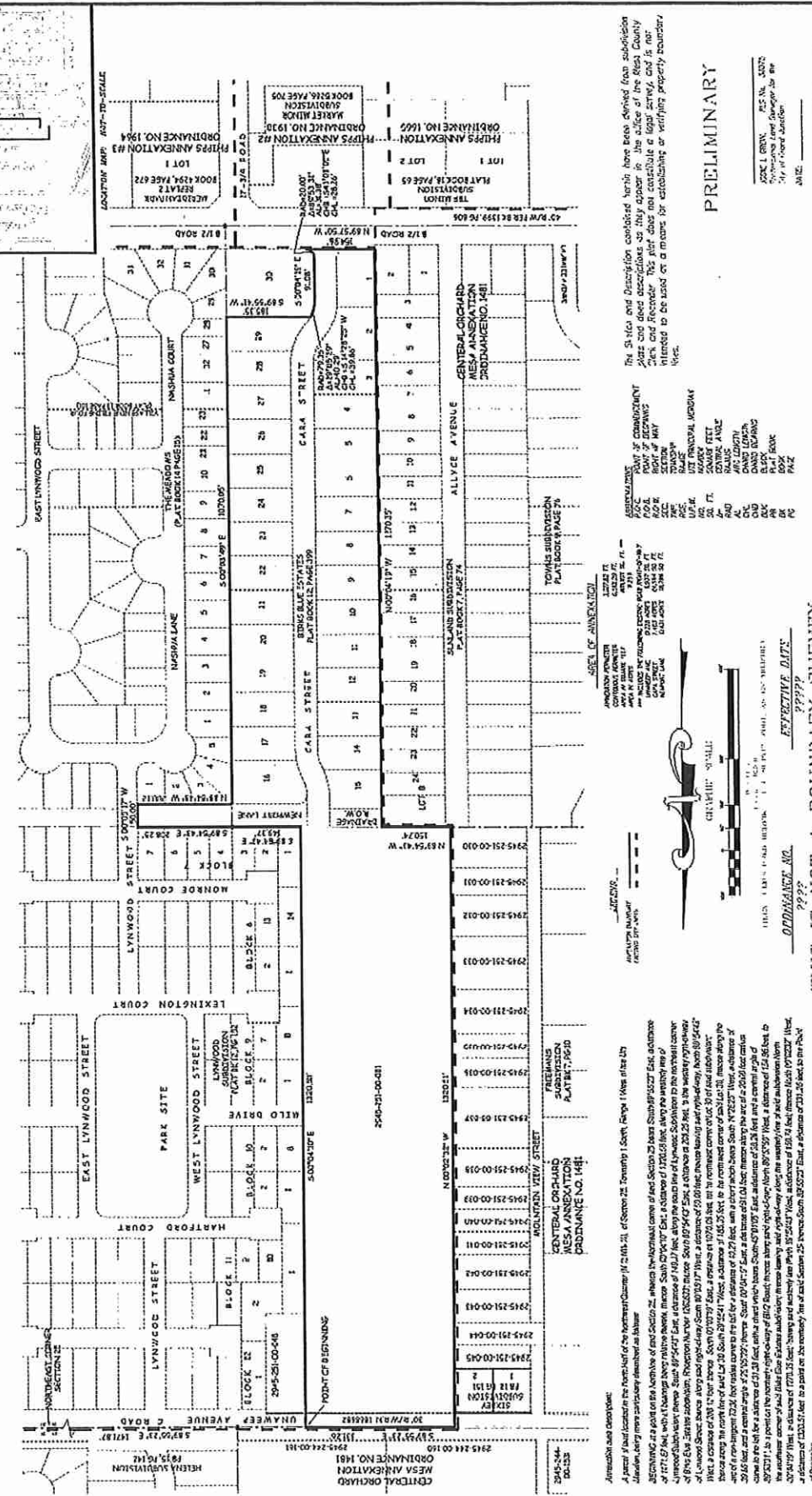
GIS ADMINISTRATION

# FAIRVIEW GLEN ANNEXATION - FUTURE LAND USE



# FAIRVIEW GLEN ANNEXATION

LYING IN THE N 1/2, NE 1/4 OF SECTION 25, TWP 1 SOUTH, RGE 1 WEST, UTE PRINCIPAL MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



The State and Description contained herein have been derived from subdivision maps and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used on a basis for establishing or verifying property boundaries.

**PRELIMINARY**

JOSE L. GLEN, P.E. No. 15075  
Professional Land Surveyor for the State of Colorado  
By: \_\_\_\_\_  
DATE: \_\_\_\_\_

**THIS IS NOT A BOUNDARY SURVEY**

SCALE: 1" = 100'

DATE: \_\_\_\_\_

DESIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**FAIRVIEW GLEN ANNEXATION**  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

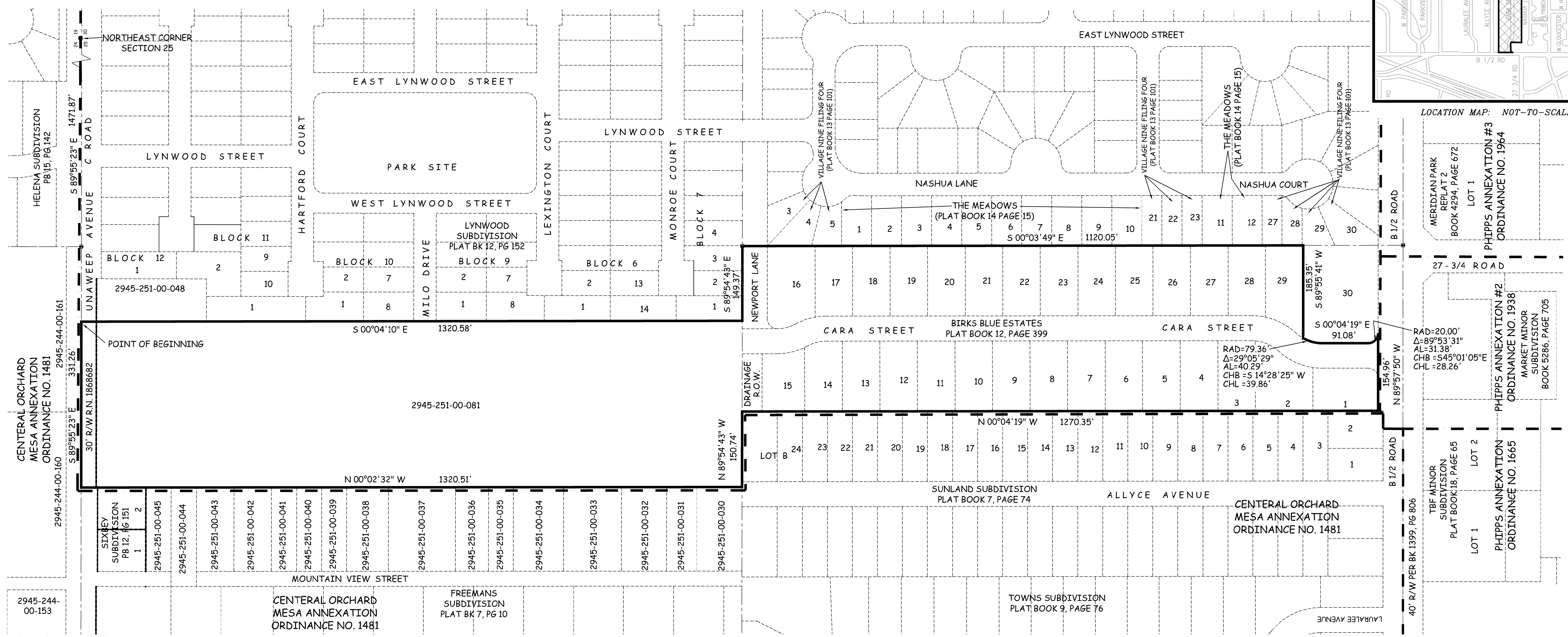
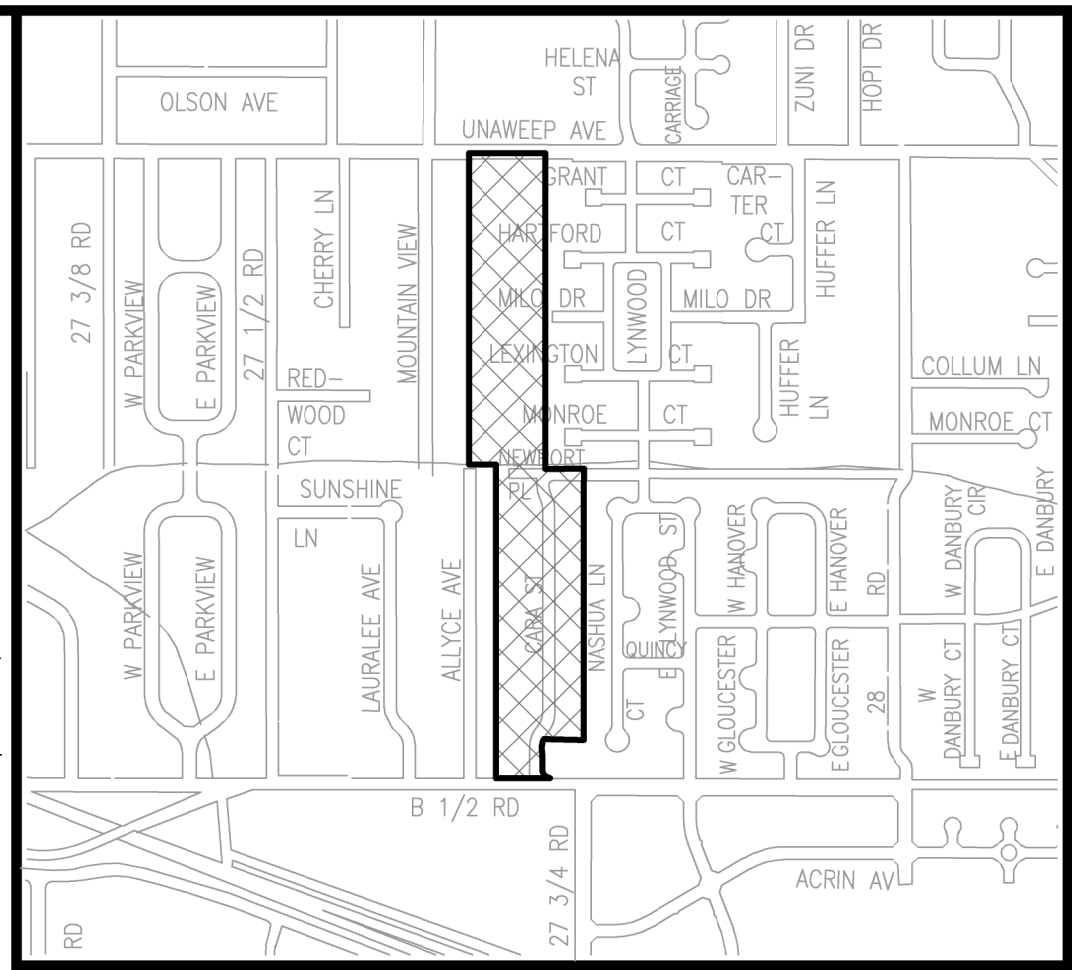
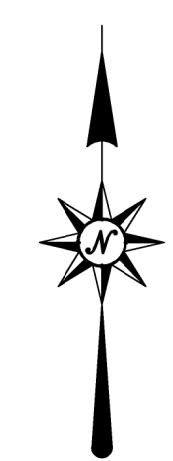
**FAIRVIEW GLEN ANNEXATION**

**THIS IS NOT A BOUNDARY SURVEY**

NO. 15075  
JOSE L. GLEN, P.E.  
Professional Land Surveyor for the State of Colorado

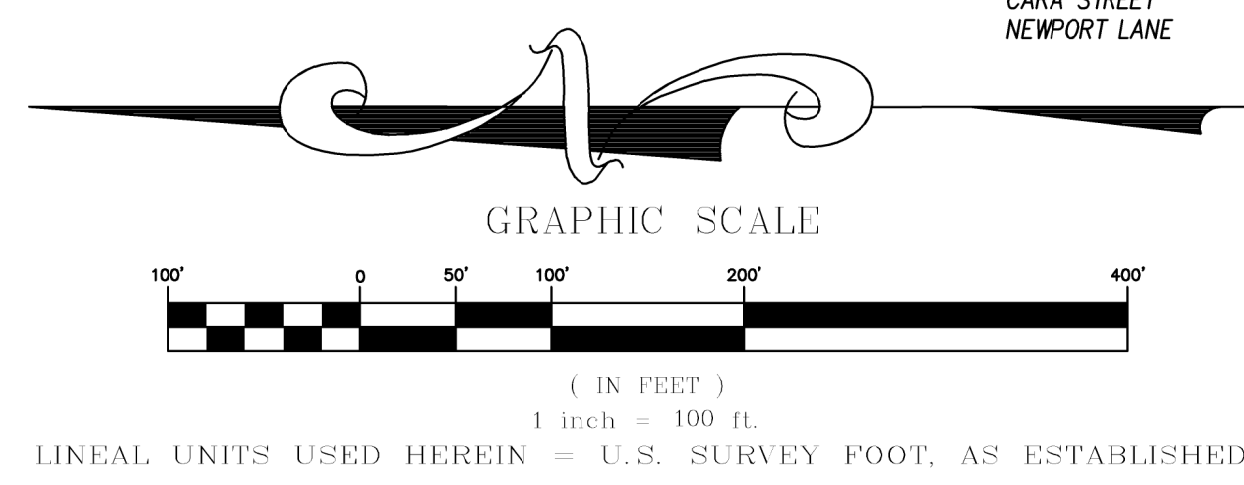
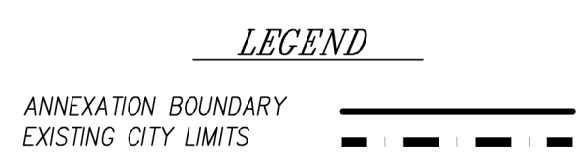
# FAIRVIEW GLEN ANNEXATION

LYING IN THE NE 1/4 OF SECTION 25, TWP. 1 SOUTH, RGE. 1 WEST, UTE PRINCIPAL MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



**Annexation area description;**  
A parcel of land being Lots 1 through 29 inclusive, the right-of-way of Cara Street, the right-of-way of Newport Lane, and the 40 foot drainage right-of-way, all within Birks Blue Estates subdivision (Reception Number 1263633), together with Parcel 2945-251-00-081, and a portion of the Unaweep Ave. right-of-way, located in the of the NE 1/4, of Section 25, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows;

**BEGINNING** at a point on the North line of said Section 25, whence the Northeast corner of said Section 25 bears South 89°55'23" East, a distance of 1471.87 feet, with all bearings being relative thereto, thence South 00°04'10" East, a distance of 1320.58 feet, along the westerly line of Lynwood Subdivision, to the northerly boundary of said Birks Blue Estates subdivision; thence along said northerly boundary, South 89°54'43" East, a distance of 149.37 feet, to the northeast corner of said Birks Blue Estates subdivision, thence along the easterly line of Birks Blue Estates subdivision South 00°03'49" East, a distance of 1120.05 feet, to the northeast corner of Lot 30 of said subdivision; thence along the north line of said Lot 30 South 89°55'41" West, a distance of 185.35 feet, to the northwest corner of said Lot 30; thence along the arc of a non-tangent 79.36 foot radius curve to the left for a distance of 40.29 feet, with a chord which bears South 14°28'25" West, a distance of 39.86 feet, and a central angle of 29°05'29"; thence South 00°04'19" East, a distance of 91.08 feet; thence along the arc of a 20.00 foot radius curve to the left for a distance of 31.38 feet, with a chord which bears South 45°01'05" East, a distance of 28.26 feet, and a central angle of 89°53'31", to a point on the northerly right-of-way of B1/2 Road; thence along said right-of-way North 89°57'50" West, a distance of 154.96 feet, to the southwest corner of Lot 1 of said Birks Blue Estates subdivision; thence leaving said right-of-way along the westerly line of said subdivision North 00°04'19" West, a distance of 1270.35 feet, to the northwest corner of said subdivision; thence, leaving said westerly line, North 89°54'43" West, a distance of 150.74 feet; thence North 00°02'32" West, a distance of 1320.51 feet, to a point on the northerly line of said Section 25; thence South 89°55'23" East, a distance of 331.26 feet, to the Point of Beginning.



**AREA OF ANNEXATION**

ANNEXATION PERIMETER	6,165.92 FT.
PERIMETER LENGTH COINCIDENTAL WITH CURRENT CITY BOUNDARY	3,227.82 FT.
AREA IN SQUARE FEET	828,512 SQ. FT. ***
AREA IN ACRES	19.020

\*\*\* INCLUDES THE FOLLOWING EXISTING ROAD RIGHT-OF-WAY

UNAWEEP AVE.	0.228 ACRES	9,937 SQ. FT.
CARA STREET	1.483 ACRES	64,594 SQ. FT.
NEWPORT LANE	0.192 ACRES	8,351 SQ. FT.

**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
NO.	NUMBER
SQ. FT.	SQUARE FEET
Δ	CENTRAL ANGLE
RAD	RADIUS
AL	ARC LENGTH
CHL	CHORD LENGTH
CHB	CHORD BEARING
BLK	BLOCK
PB	PLAT BOOK
BK	BOOK
PG	PAGE

The Sketch and Description contained herein have been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

ORDINANCE NO. ????      EFFECTIVE DATE ?????  
**THIS IS NOT A BOUNDARY SURVEY**

PRELIMINARY

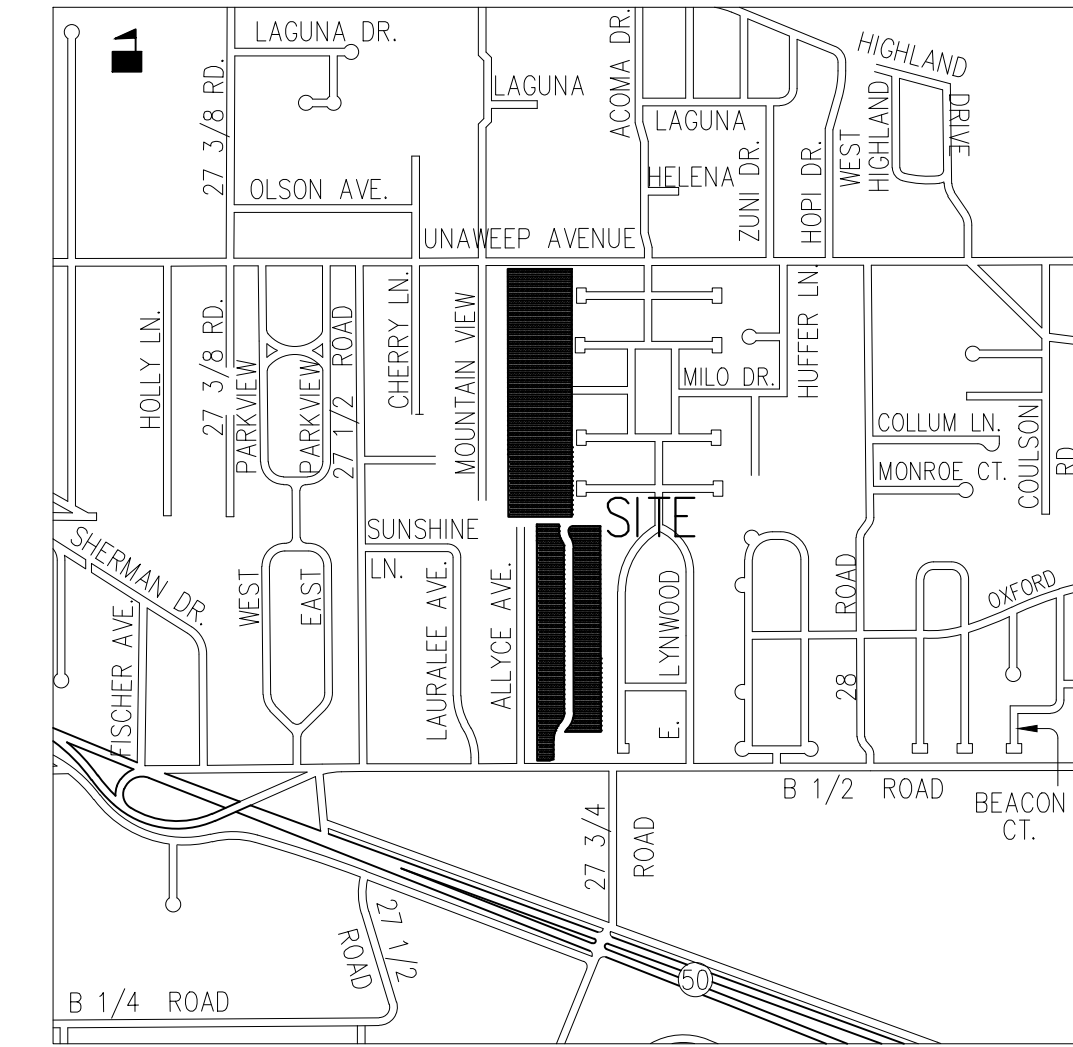
JODIE L. GREIN, PLS No. 38075  
Professional Land Surveyor for the City of Grand Junction  
DATE: \_\_\_\_\_

<p><b>Notice:</b> 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 herein.</p>	<p>DRAWN BY <u>JLG</u>      DATE <u>8/18/20</u> DESIGNED BY _____      DATE _____ CHECKED BY <u>JAM</u>      DATE <u>8/18/20</u> APPROVED BY _____      DATE _____</p>	<p>SCALE <u>1" = 100'</u></p>	 PUBLIC WORKS & PLANNING	<p>PUBLIC WORKS ENGINEERING DIVISION SURVEY DEPARTMENT</p>	<p>FAIRVIEW GLEN ANNEXATION</p>	<p>1 OF 1</p>
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# IMPROVEMENT SURVEY PLAT

SITUATED IN THE NW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> AND THE SW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> SECTION 25  
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



CONTROL SKETCH:

LEGAL DESCRIPTION: Warranty Deed Reception Number 2862032

Parcel A:  
Lots 1 through and including 15, Birks Blue Estates  
County of Mesa, State of Colorado

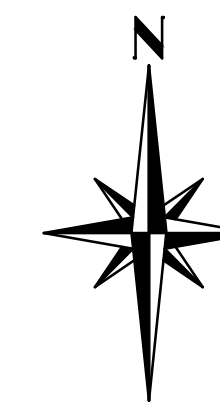
Parcel B:  
Lots 16 through and including 29, Birks Blue Estates  
County of Mesa, State of Colorado

Parcel C:  
Beginning at a point on the North line of Section 25, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, 1470.06 feet West of the Northeast Corner of Section 25, thence West along the North line of said Section 25, 330.1 feet to a point; thence South parallel with the East line of said Section 25, 1319.84 feet more or less to the South line of the N1/2 NE1/4 of said Section 25; thence East along the South line of said N1/2 NE1/4 of said Section 25, 330.1 feet; thence North parallel with the East line of said Section 25, 1319.5 feet to the beginning,  
County of Mesa, State of Colorado

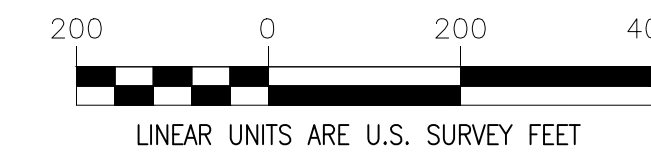
LESS AND EXCEPT the North 30.00 feet thereof as conveyed in Deed recorded October 13, 1998 at Reception No. 1868682.

NOTES

1. OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE USING A CURRENT TITLE POLICY FROM HERITAGE TITLE COMPANY, FILE NUMBER 460-H0546104-097-T89.
2. BEARINGS ARE BASED ON THE NORTH LINE OF NE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN. THE VALUE USED N89°55'28"W, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. MESA COUNTY SURVEY MARKERS WERE FOUND AT THE EAST AND WEST ENDS OF SAID LINE AS SHOWN HEREON.
3. 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.
4. THIS SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 2862032, OF THE MESA COUNTY RECORDS.



GRAPHIC SCALE:  
1"=200'



LEGEND:

FOUND SURVEY MARKER AS DESCRIBED  
SET No. 6 REBAR WITH 3-1/4 INCH ALUMINUM CAP PLS 37904



SURVEYOR'S CERTIFICATION:

I, Patrick W. Click, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat represents a field survey completed by me and / or under my direct supervision. Both conform to the standards of practice, statutes and laws of the State of Colorado to the best of my knowledge and belief. This statement is not a guaranty or warranty, either expressed or implied.

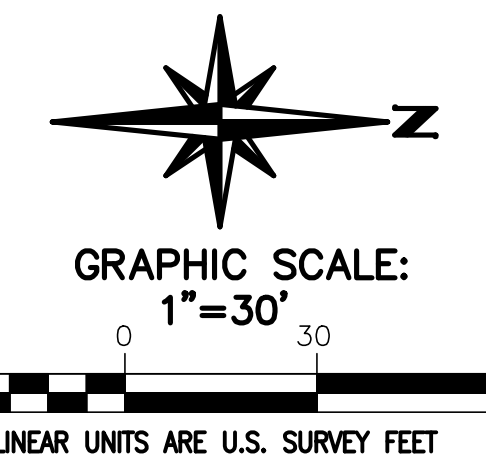
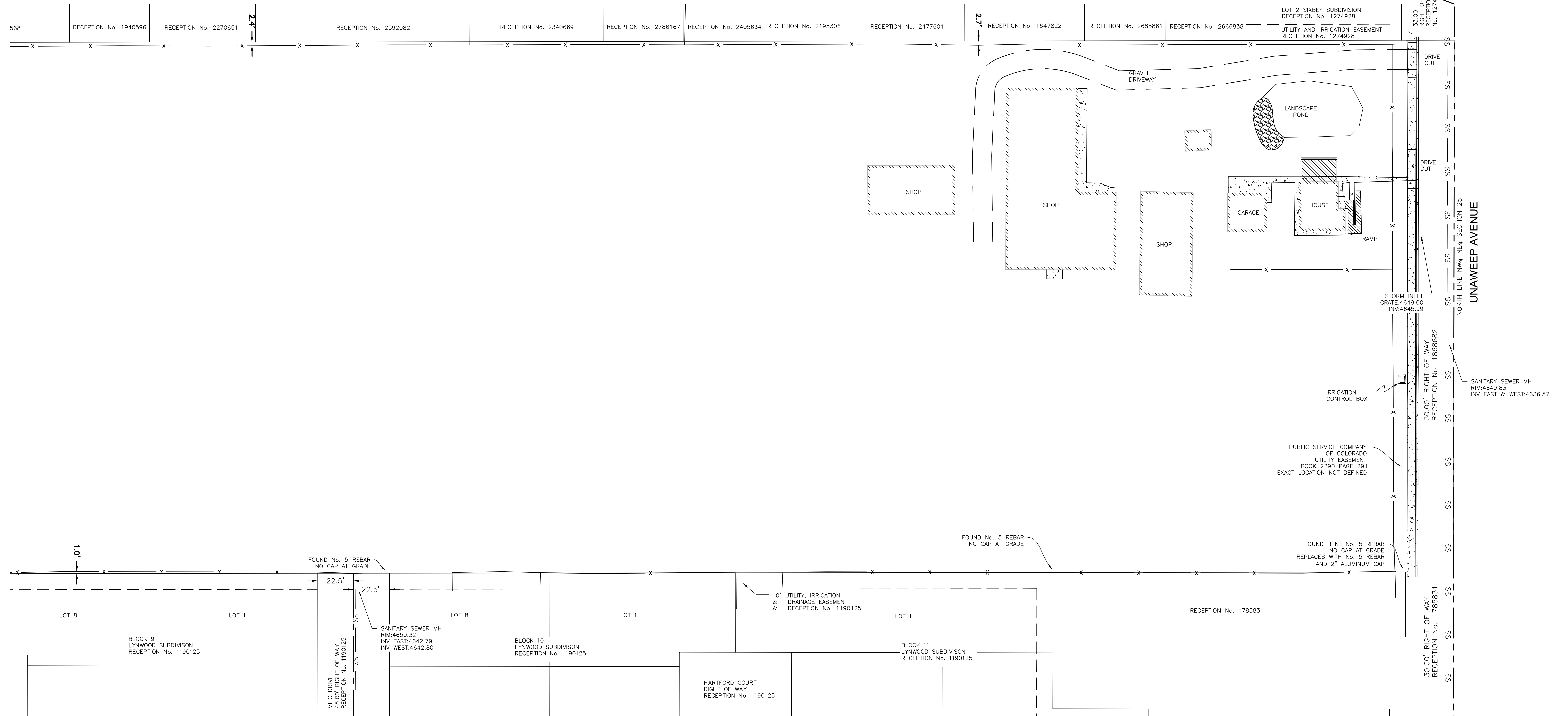
COLORADO REGISTERED LAND SURVEYOR PLS #37904

<b>IMPROVEMENT SURVEY PLAT</b> FIVE STAR HOMES AND DEVELOPMENT, INC. SITUATED IN THE NW <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> AND THE SW <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> SECTION 25 TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN COUNTY OF MESA, STATE OF COLORADO	
JOB #: 2019033	FIELD WORK: MM/SL
DATE: 4/3/19	DRAWING NAME: 2019033 ISP DRAWN BY: PC
<b>POLARIS SURVEYING</b> PATRICK W. CLICK P.L.S.	
3194 MESA AVE. #B GRAND JUNCTION, CO 81504 PHONE (970)434-7038	

# IMPROVEMENT SURVEY PLAT

SITUATED IN THE NW¼ NE¼ AND THE SW¼ NE¼ SECTION 25  
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO

MCSM No. 512-3  
NORTH ¼ CORNER SECTION 25  
T1S, R1E, UTE MERIDIAN  
FOUND 3" BRASS CAP  
MONUMENT BOX  
0.5' BELOW GRADE



**LEGEND:**

FOUND SURVEY MARKER AS DESCRIBED

FOUND PROPERTY CORNER AS DESCRIBED

SET No. 6 REBAR WITH 3-1/4 INCH ALUMINUM CAP PLS 37904

SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904

- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- EXISTING SIGN
- EXISTING UTILITY PEDESTAL
- EXISTING ELECTRIC TRANSFORMER
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING STORM MANHOLE
- EXISTING WATER METER
- EXISTING LIGHT POLE
- EXISTING IRRIGATION FEATURE
- EXISTING FENCE LINE
- EXISTING SANITARY SEWER LINE

MCSM No. 528-2  
EAST ¼ CORNER SECTION 25  
T1S, R1E, UTE MERIDIAN  
FOUND 3" BRASS CAP  
IN MONUMENT BOX  
0.5' BELOW GRADE

**IMPROVEMENT SURVEY PLAT**  
FIVE STAR HOMES AND DEVELOPMENT, INC.  
SITUATED IN THE NW¼ NE¼ AND THE SW¼ NE¼ SECTION 25  
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO

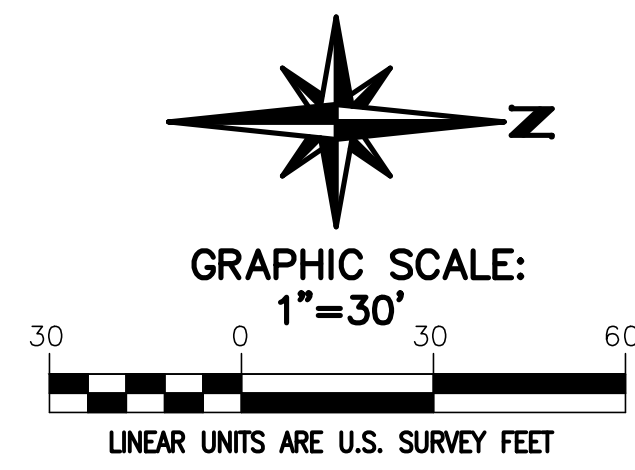
JOB #: 2019033 FIELD WORK: MM/SL  
DATE: 4/3/19 DRAWING NAME: 2019033 ISP DRAWN BY: PC

**POLARIS SURVEYING**  
PATRICK W. CLICK P.L.S.

3194 MESA AVE. #B  
GRAND JUNCTION, CO 81504  
PHONE (970)434-7038

# IMPROVEMENT SURVEY PLAT

SITUATED IN THE NW¼ NE¼ AND THE SW¼ NE¼ SECTION 25  
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO

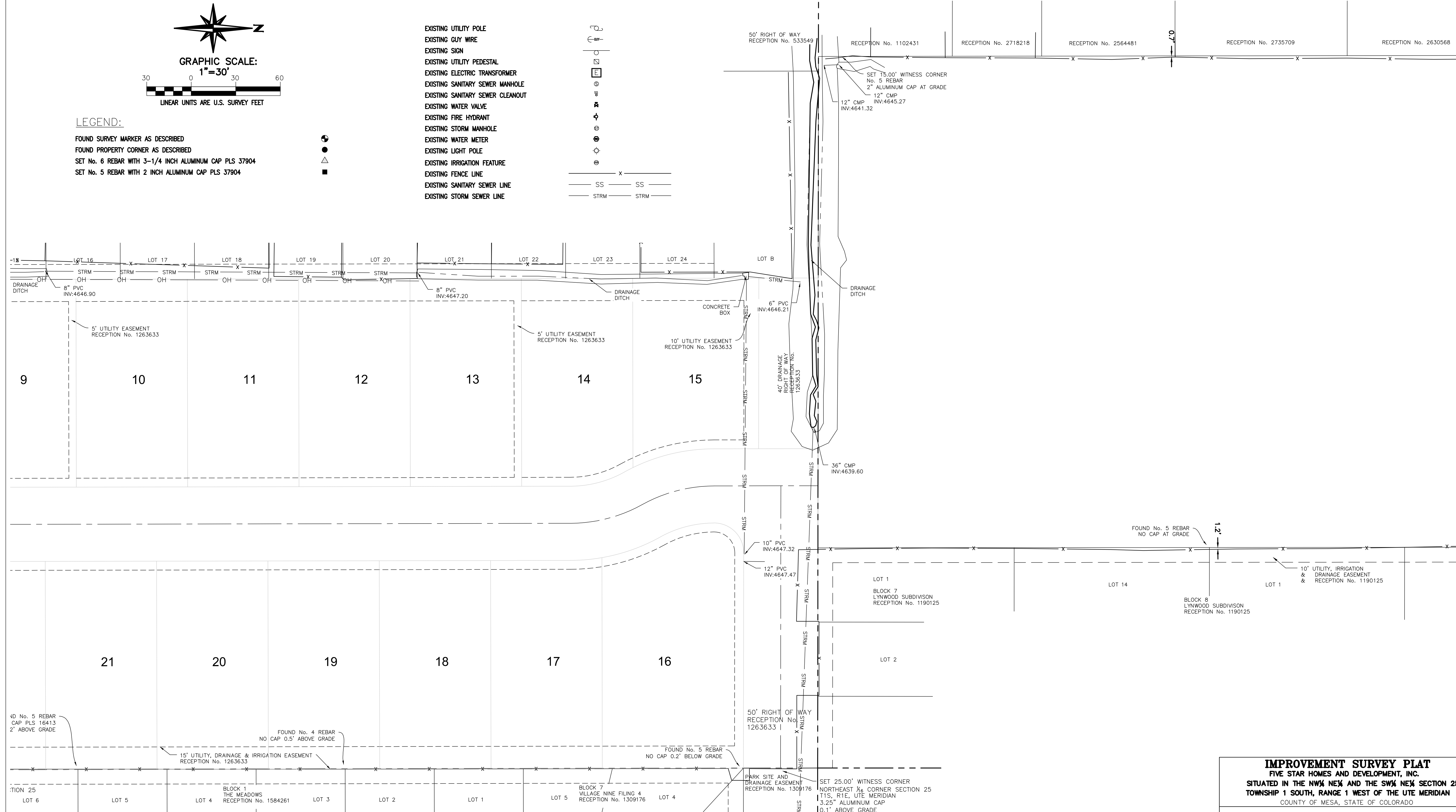
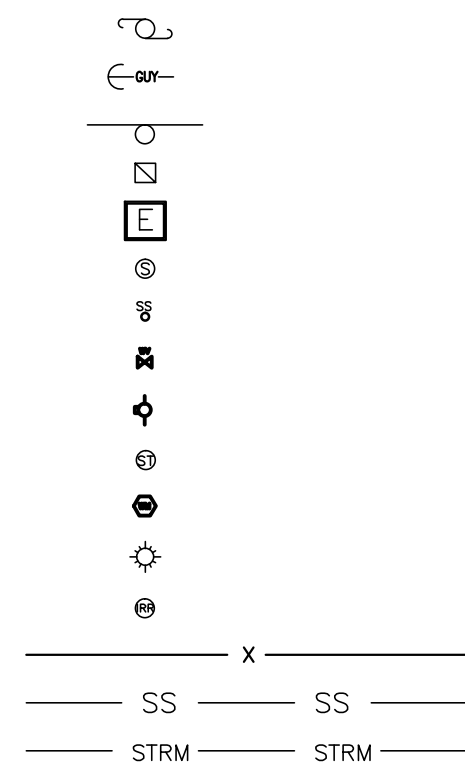


## LEGEND:

- FOUND SURVEY MARKER AS DESCRIBED
- FOUND PROPERTY CORNER AS DESCRIBED
- SET No. 6 REBAR WITH 3-1/4 INCH ALUMINUM CAP PLS 37904
- SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904



- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- EXISTING SIGN
- EXISTING UTILITY PEDESTAL
- EXISTING ELECTRIC TRANSFORMER
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING STORM MANHOLE
- EXISTING WATER METER
- EXISTING LIGHT POLE
- EXISTING IRRIGATION FEATURE
- EXISTING FENCE LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE



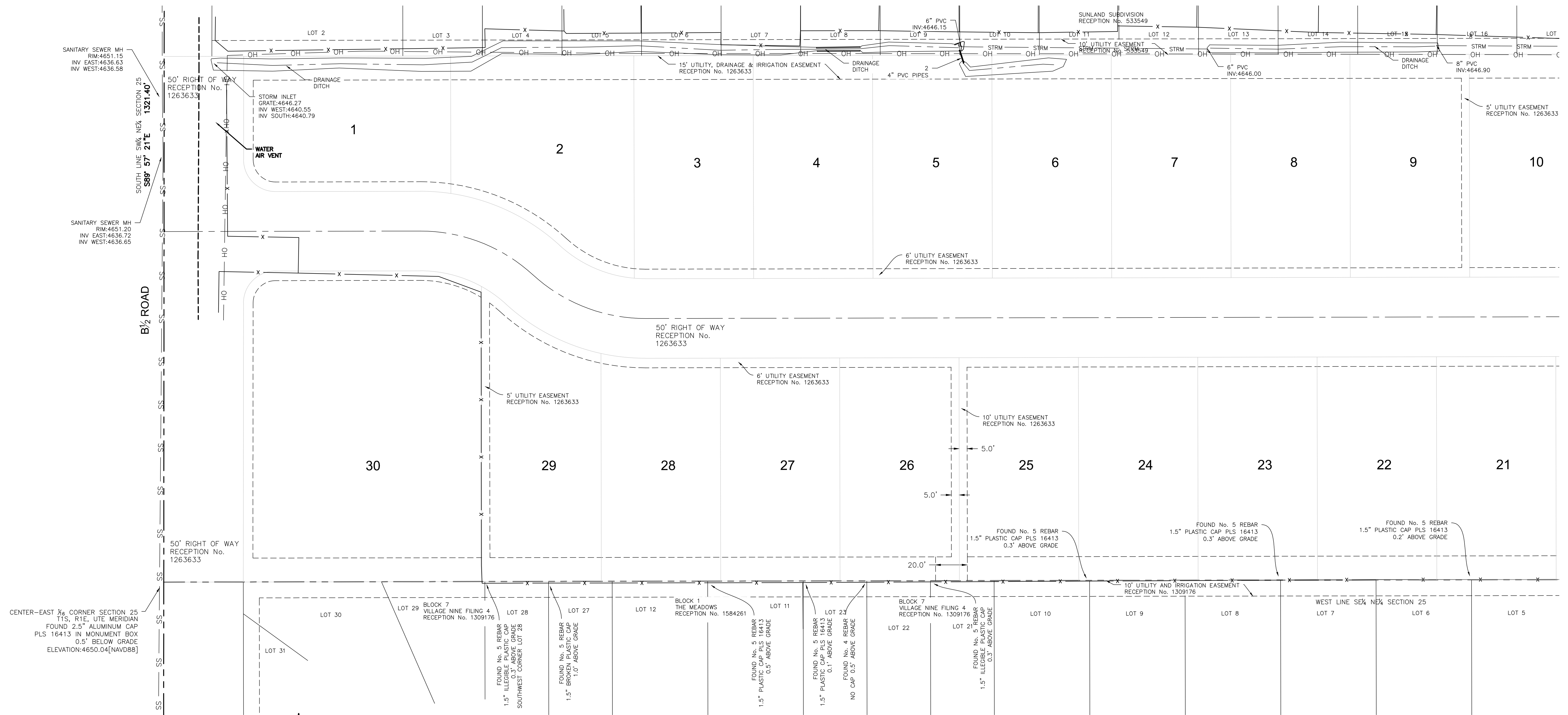
**IMPROVEMENT SURVEY PLAT**  
**FIVE STAR HOMES AND DEVELOPMENT, INC.**  
 SITUATED IN THE NW¼ NE¼ AND THE SW¼ NE¼ SECTION 25  
 TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
 COUNTY OF MESA, STATE OF COLORADO

JOB #: 2019033 FIELD WORK: MM  
 DATE: 4/3/19 DRAWING NAME: 2019033 ISP DRAWN BY: PC

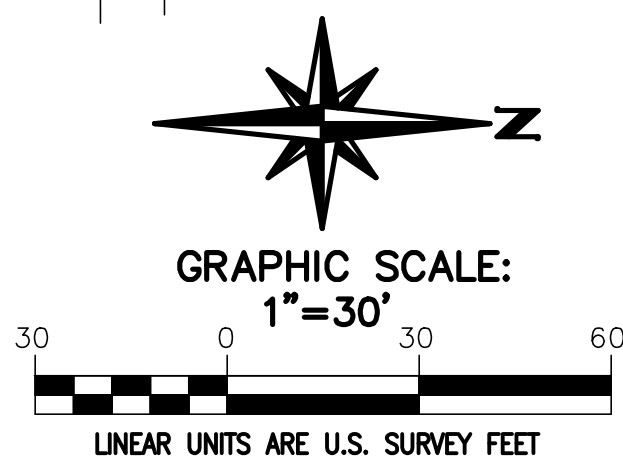
**POLARIS SURVEYING**  
 PATRICK W. CLICK P.L.S.  
 3194 MESA AVE. #B  
 GRAND JUNCTION, CO 815  
 PHONE (970)434-7038

# IMPROVEMENT SURVEY PLAT

SITUATED IN THE NW¼ NE¼ AND THE SW¼ NE¼ SECTION 25  
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



CENTER-EAST 1/8 CORNER SECTION 25  
T1S, R1E, UTE MERIDIAN  
FOUND 2.5" ALUMINUM CAP  
PLS 16413 IN MONUMENT BOX  
0.5' BELOW GRADE  
ELEVATION:4650.04[NAVD88]



- LEGEND:**
- FOUND SURVEY MARKER AS DESCRIBED
  - ▲ FOUND PROPERTY CORNER AS DESCRIBED
  - SET No. 6 REBAR WITH 3-1/4 INCH ALUMINUM CAP PLS 37904
  - SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904

- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- EXISTING SIGN
- EXISTING UTILITY PEDESTAL
- EXISTING WATER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING STORM MANHOLE
- EXISTING WATER METER
- EXISTING LIGHT POLE
- EXISTING IRRIGATION FEATURE
- EXISTING FENCE LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE

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**IMPROVEMENT SURVEY PLAT**  
FIVE STAR HOMES AND DEVELOPMENT, INC.  
SITUATED IN THE NW¼ NE¼ AND THE SW¼ NE¼ SECTION 25  
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO

JOB #: 2019033      FIELD WORK: MM/SL  
DATE: 4/3/19      DRAWING NAME: 2019033 ISP      DRAWN BY: PC

**POLARIS SURVEYING**  
PATRICK W. CLICK P.L.S.      3194 MESA AVE. #B  
GRAND JUNCTION, CO 81504  
PHONE (970)434-7038

## 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: Annexation

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

Existing Land Use Designation: vacant Land Existing Zoning: RSF-4 & PUD  
 Proposed Land Use Designation: Single family Residential detached Proposed Zoning: R-8

**Property Information**

(3 PARCELS)  
 Site Location: 2767 C Road; 2945-251-26-031; 2945-251-26-032 Site Acreage: 9.8; 3.6; 3.5

Site Tax No(s): 2945-251-00-081; 2945-251-26-031; 2945-251-26-032 Site Zoning: RSF-4; PUD; PUD

Project Description: Annex three parcels currently in the County, into the City to a zone of R-8.

Property Owner Information	Applicant Information	Representative Information
Name: <u>Five Star Homes AND Development Inc.</u>	Name: <u>Five Star Homes and Development Inc.</u>	Name: <u>Ciavonne Roberts + Associat</u>
Street Address: <u>1635 N<sup>th</sup> 1<sup>st</sup> St</u>	Street Address: <u>1635 N<sup>th</sup> 1<sup>st</sup> St.</u>	Street Address: <u>222 N<sup>th</sup> 7<sup>th</sup> St</u>
City/State/Zip: <u>G.J. CO, 81501</u>	City/State/Zip: <u>G.J. CO 81501</u>	City/State/Zip: <u>G.J. CO 81501</u>
Business Phone #: <u>970-270-6128</u>	Business Phone #: <u>970-234-7995</u>	Business Phone #: <u>970-241-0745</u>
E-Mail: <u>Kpadilla@purecountrygg.com</u>	E-Mail: <u>darren5515@aol.com</u>	E-Mail: <u>ted@ciavonne.com</u>
Fax #: <u>N/A</u>	Fax #: <u>N/A</u>	Fax #: <u>N/A</u>
Contact Person: <u>Karie Padilla</u>	Contact Person: <u>Darren Davison</u>	Contact Person: <u>Ted Ciavonne</u>
Contact Phone #: <u>970-270-6128</u>	Contact Phone #: <u>970-234-7995</u>	Contact Phone #: <u>970-241-0745</u>

**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: Karie Padilla Date: 3-10-2020  
 Signature of Legal Property Owner: Karie Padilla Date: 3-10-2020

## Legal Description

### Parcel A:

Lots 1 through and including 16, Birks Blue Estates, County of Mesa, State of Colorado

### Parcel B:

Lots 16 through and including 29, Birks Blue Estates, County of Mesa, State of Colorado

### Parcel C:

Beginning at a point on the North line of Section 25, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, 1470.06 feet West of the Northeast Corner of Section 25, thence West along the North line of said Section 25, 1319.84 feet more or less to the South line of the N1/2 NE1/4 of said Section 25; thence East along the South line of said N1/2 NE1/4 of said Section 25, 330.1 feet' thence North parallel with the East line of said Section 25, 1319.5 feet to the beginning, County of Mesa, State of Colorado.

LESS AND EXCEPT the North 30.00 feet thereof as conveyed in Deed recorded October 13, 1998 at Reception No. 1868682.

Also Known as: 2767 C Rd, Grand Junction, CO 81503-2092

**Fairview Glen Subdivision**  
**Annexation/Zoning**  
**March 27, 2020**  
**Project Description**

**Project Overview**

Five Star Homes & Development Inc. presently owns three connecting parcels equaling 16.9 acres (18.9 when including right-of-way that will be going through the vacation process) located at 2767 C Road. One parcel is zoned RSF-4 in the County, while the other two are zoned PUD in the County. We are pursuing annexation with a zone of R-8.

This is an infill project between UnawEEP Ave. (C Road) and B ½ Road. It is adjacent to residential zoning on the west, north, and east, and commercial zoning on the south.

The Future Land Use promotes Residential Medium (4-8 DU/Acre) on this property; and the Blended Land Use is Residential Medium (4-16 DU/Acre). Sequential to this Annexation will be Right-of-Way & Easement Vacations for the two parcels zoned PUD in the County; and sequential to the Annexation / Right-of-Way Vacations will be a Major Subdivision submittal.

**A. Project Description**

Location and Site Features

- The parcel is located between UnawEEP Ave. (C Road) and B ½ Road, in the vicinity of 27¾ Road.
- There is a 12” sewer main in UnawEEP Ave. and B ½ Road. There is a 10” water main in UnawEEP Ave. and a ¾” water extension in B ½ Road.
- Surrounding land use /zoning is R-8 to the west (single family housing); B ½ Road & C-1 to the south; PUD in the county (single family housing) to the east; and UnawEEP Ave./R-8 (single family housing) to the north.
- There are currently two access points to the properties, one from UnawEEP Ave. and the other from B ½ Road. Access from UnawEEP Ave. and B½ Road will remain, as well as a connection east to Milo Drive. These accesses will be apparent during the Major Subdivision process.
- There is an existing single family home and equipment shed on the north end of the north property at 2767 C Road.
- The northern parcel is very flat sloping to the southern property line where there is an “unnamed creek”. The two southern parcels are also very flat sloping west.

Existing Zoning

- One parcel is zoned RSF-4 in the County, while the other two are zoned PUD in the County.
- The proposed plan annexes/rezones to an R-8 in the City. This annexation/rezone meets the Future Land Use Plan requirement of Residential Medium of 4-8 DU/Acre and is adjacent to existing subdivisions zoned R-8.

**B. Public Benefit:**

- Infill development that utilizes existing infrastructure;

- Access and road interconnectivity to the subdivision to the east;
- The efficient development of property adjacent to existing City services;

### **C. Neighborhood Meeting**

This project is being submitted during the COVID-19 Pandemic. City Council passed an emergency ordinance that temporarily suspends the requirement for a neighborhood meeting to be held prior to an application being submitted.

### **D. Project Compliance, Compatibility, and Impact**

#### 1. Adopted Plans and/or Policies

The Future Land Use Plan; the Blended Land Use Policy; the Land Development Code.

#### 2. Surrounding Land Use

Surrounding land use /zoning is R-8 to the west (single family housing); B ½ Road & C-1 to the south; PUD in the county (single family housing) to the east; and Unawep Ave/R-8 (single family housing) to the north.

#### 3. Site Access and Traffic

There are currently two access points to the properties off Unawep Ave and B ½ Road. They will remain access points along with connecting to Milo Drive. These accesses will be apparent during the Major Subdivision process.

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

There is a 12” sewer main in Unawep Ave and B ½ Road. There is a 10” water main in Unawep Ave and a ¾” water extension in B ½ Road.

Storm Sewer: Storm inlets are available on Unawep Ave and B ½ Road

#### 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

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 Yes

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

- TEDs Exception – Approved with conditions Feb-2020
- Alternate Streets Request - Approved with conditions Feb-2020
- Submit Annexation - March 2020
- Submit ROW/Easement Vacations – April 2020
- Submit Major Subdivision - Summer 2020



# City of Grand Junction



Printed: 3/10/2020  
1 inch equals 300 feet  
Scale: 1:3,600



Doc Fee: \$62.50

14 ✓

**WARRANTY DEED**

This Deed, made November 14, 2018, Between The Ray H. Poarch Revocable Trust of the County Mesa, State of Colorado, grantor(s) and Five Star Homes and Development, Inc., a Colorado corporation, whose legal address is P.O. Box 1667, Clifton, CO 81520 County of Mesa, and State of Colorado, grantee. WITNESS, That the grantor, for and in the consideration of the sum of **SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100'S (\$625,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, State of Colorado described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as **2767 C Rd, Grand Junction, CO 81503-2092**

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 (Title Review) of the contract dated October 23, 2018, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

**SELLER:**

The Ray H. Poarch Revocable Trust

Mark Miller  
by: Mark Miller, Successor Trustee

STATE OF CALIFORNIA  
COUNTY OF

}ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me November 14, 2018 by by Mark Miller as Successor Trustee of The Ray H. Poarch Revocable Trust.

Witness my hand and official seal.

*see attached*

\_\_\_\_\_  
Notary Public  
My Commission expires:

**ATTACHED LEGAL DESCRIPTION**

Parcel A:

Lots 1 through and including 15, Birks Blue Estates, County of Mesa, State of Colorado

Parcel B:

Lots 16 through and including 29, Birks Blue Estates, County of Mesa, State of Colorado

Parcel C:

Beginning at a point on the North line of Section 25, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, 1470.06 feet West of the Northeast Corner of Section 25, thence West along the North line of said Section 25, 330.1 feet to a point; thence South parallel with the East line of said Section 25, 1319.84 feet more or less to the South line of the N1/2 NE1/4 of said Section 25; thence East along the South line of said N1/2 NE1/4 of said Section 25, 330.1 feet; thence North parallel with the East line of said

Section 25, 1319.5 feet to the beginning, County of Mesa, State of Colorado

LESS AND EXCEPT the North 30.00 feet thereof as conveyed in Deed recorded October 13, 1998 at Reception No. 1868682.

Also Known as: **2767 C Rd, Grand Junction, CO 81503-2092**

# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Luis Obispo }

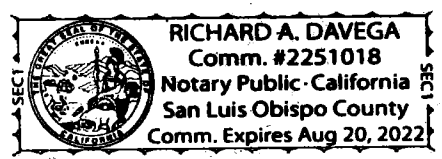
On 11/14/2018 before me, Richard A. Davega, Notary Public  
(Here insert name and title of the officer)

personally appeared Mark Miller  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Richard A. Davega  
Notary Public Signature (Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
Warranty Deed  
(Title or description of attached document)  
(Title or description of attached document continued)  
Number of Pages 1 Document Date 11/14/2018

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.

CAPACITY CLAIMED BY THE SIGNER  
 Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s) Successor  
 Other \_\_\_\_\_

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity<sup>1</sup> named **Five Star Homes and Development, Inc** and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

2. The type of entity is a:

- corporation
- nonprofit corporation
- limited liability company
- general partnership
- limited partnership
- other:
- registered limited liability partnership
- registered limited liability limited partnership
- limited partnership association
- government or governmental subdivision or agency
- trust (Section 38-30-108.5, C.R.S.)

3. The entity is formed under the laws of: **Colorado**

4. The mailing address for the entity is: **Post Office Box 630, Clifton, Colorado 81520-0630**

5. The  name  position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: **Karie Padilla, President.**

6.<sup>2</sup> The authority of the foregoing person(s) to bind the entity is  not limited  limited as follows:

7. Other matters concerning the manner in which the entity deals with interests in real property: **NONE**

Executed this 24<sup>th</sup> day of August, 2018.

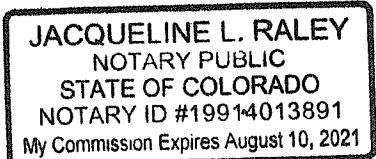
Karie Padilla  
**Karie Padilla, President**

STATE OF COLORADO )  
 ) ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2018, by **Karie Padilla, President.**

Witness my hand and official seal.

My commission expires: 8.10.21



Jackie Raley  
Notary Public

<sup>1</sup>This form should not be used unless the entity is capable of holding title to real property.  
<sup>2</sup>The absence of any limitation shall be prima facie evidence that no such limitation exists.  
<sup>3</sup>The statement of authority must be recorded to obtain the benefits of the statute.

# City of Grand Junction Review Comments

**Date:** June 3, 2020      **Comment Round No.** 1      **Page No.** 1 of 4  
**Project Name:** Fairview Glen Annexation      **File No:** ANX-2020-222  
**Project Location:** 2767 C Road, etc.

Check appropriate  if comments were mailed, emailed, and/or picked up.  
**Property Owner(s):** Five Star Homes and Development Inc. – Darren Davidson  
 **Mailing Address:** 1635 N. 1<sup>st</sup> Street, Grand Junction, CO 81501  
 **Email:** [Darren5515@aol.com](mailto:Darren5515@aol.com)      **Telephone:** (970) 234-7995  
 **Date Picked Up:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

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

**Developer(s):**  
 **Mailing Address:**  
 **Email:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
 **Date Picked Up:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

## CITY CONTACTS

**Project Manager:** Scott D. Peterson, Senior Planner  
**Email:** [scottp@qjcity.org](mailto:scottp@qjcity.org)      **Telephone:** (970) 244-1447  
**Dev. Engineer:** Rick Dorris  
**Email:** [rickdo@qjcity.org](mailto:rickdo@qjcity.org)      **Telephone:** (970) 256-4034

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

## CITY PLANNING

1. Application is for Annexation into the City limits with a proposed zoning designation of R-8 (Residential – 8 du/ac) for 19.25 +/- acres in anticipation of future residential subdivision development. Comprehensive Plan Future Land Use Map identifies the property as Residential Medium (4 – 8 du/ac). No additional response required.

**Applicant's Response:**

**Document Reference:**

2. Neighborhood Meeting:

Conduct Neighborhood Meeting for proposed Annexation and Zone of Annexation prior to Planning Commission review. Please coordinate with City Project Manager for available dates. Applicant conducts meeting with City Project Manager in attendance to answer procedural questions. Code Reference: Section 21.02.080 (e) of the Zoning & Development Code.

**Applicant's Response:**

**Document Reference:**

3. Planning Commission and City Council Public Hearings:

a. Planning Commission and City Council review and approval required for proposed Annexation and Zoning designation requests. City Project Manager will **tentatively** schedule application(s) for the following public hearing schedule:

- a. City Council Referral of Petition, Land Use Jurisdiction and 1<sup>st</sup> Reading of Annexation: **July 1, 2020** (Consent Agenda – no need to attend meeting).
- b. Planning Commission review of zoning designation to R-8 (Residential – 8 du/ac): **July 28, 2020** (Please plan on attending meeting in case the Planning Commission has any questions).
- c. City Council review of zoning designation to R-8 (Residential – 8 du/ac) (1<sup>st</sup> Reading): **August 19, 2020** (Consent Agenda – no need to attend meeting).
- d. City Council review of Annexation and R-8 zoning designations (2<sup>nd</sup> Reading): **September 2, 2020** (Please plan on attending meeting in case the City Council has any questions).

Please plan on attending the July 28<sup>th</sup> Planning Commission meeting and the September 2<sup>nd</sup> City Council meeting. The Consent Agenda meetings 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 Planning Commission and City Council meetings begin at 6:00 PM at City Hall in the City Council Chambers.

If applicant cannot make the above scheduled public hearing dates, please notify City Project Manager and we can reschedule for later meeting dates.

Code Reference: Sections 21.02.140 and 160 of the Zoning & Development Code.

**Applicant's Response:**

**Document Reference:**

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**CITY FIRE DEPARTMENT – Steve Kollar – [stevenk@gjcity.org](mailto:stevenk@gjcity.org) (970) 549-5852**

GJFD has no objections to the proposed annexation.

Call Steve Kollar at the Grand Junction Fire Department (970-549-5800) if you have any questions.

**Applicant's Response:**

**Document Reference:**

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

No comments on the annexation.

Just FYI:

Fairview Glen Subdivision is an acceptable subdivision name.

The plat for Birks Blue Estates shows Newport as Lane but the plat for Village Nine Filing 3 calls it Newport Place. Either will be fine.

And, Cara Street had been reserved for Birks Blue Estates and is still available if you should choose to use it.

**Applicant's Response:**

**Document Reference:**



# OUTSIDE REVIEW AGENCY COMMENTS

(Non-City Agencies)

**Review Agency: Mesa County Building Department**

**Contact Name: Darrell Bay**

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

---

MCBD has no objections to this project.

The following must be provided to our office in paper form

The city approved Soil report, Drainage plan & TOF tabulation sheet

A copy of the recorded site plan provided to building official.

**Applicant's Response:**

**Review Agency: Xcel Energy**

**Contact Name: Brenda Boes**

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

---

Xcel has no objections, however the Developer needs to be aware that at the 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 affecting the cost of subdivision lots averaging less than 60'. They will have a standard cost per lot.

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

**Applicant's Response:**

**Review Agency: Ute Water Conservancy District**

**Contact Name: Jim Daugherty**

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

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- The District currently has an 18-inch DI transmission main in B ½ Rd. on the north side of B ½, there is also an 8-inch C900 service main on the south side of B ½ Rd.
- The District currently has no water main in Unawoop.
- No objection to the rezone only.
- 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 AGENCIES

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

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

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1. City Development Engineer
2. Interim City Surveyor

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

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1. Orchard Mesa Irrigation District
2. Mesa County Engineering
3. Mesa County Planning
4. Mesa County Valley School District #51

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

1. **N/A. No further response required. See City Planning review comments for proposed public hearing schedule.**

Date due: **N/A.**

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.**

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**Applicant's Signature**

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**Date**

## Scott Peterson

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**From:** Tamra Allen  
**Sent:** Monday, August 3, 2020 2:39 PM  
**To:** Scott Peterson  
**Cc:** David Thornton  
**Subject:** FW: Fairview Glen Annexation

FYI.

Tamra Allen, AICP  
Community Development Director  
City of Grand Junction, Colorado  
[tamraa@gjcity.org](mailto:tamraa@gjcity.org)  
970-256-4023

**City Hall is currently closed to the public on Tuesdays and Thursdays. City Hall will be open on Mondays, Wednesdays, and Fridays, however, we encourage you to conduct business online, by phone or by appointment as possible. I will be available by email and phone during regular work hours.**



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**From:** Mort, Eddie <eddie.mort@d51schools.org>  
**Sent:** Monday, August 3, 2020 2:16 PM  
**To:** Tamra Allen <tamraa@gjcity.org>  
**Subject:** Fairview Glen Annexation

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Tamra,  
Mesa County Valley School District 51 have no issues or concerns with the Fairview Glen Annexation. This will no doubt lead to a subdivision filing and rezoning of that property. We look forward to those in the future and will address any issues or concerns at that time.  
Our schools in that attendance area can accommodate future development at this time.

Thank you,  
Eddie

--  
Eddie Mort  
Assistant Director of Maintenance, Grounds and Operations  
[Eddie.Mort@d51schools.org](mailto:Eddie.Mort@d51schools.org)

970-254-5100 ext 11194

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

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

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

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

There were approximately 24 members of the public in attendance.

**CONSENT AGENDA**

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Commissioner Susuras moved to adopt Consent Agenda Items #1-2. Commissioner Wade seconded the motion. The motion carried 6-0.

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

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The Planning Commission reviewed the meeting minutes from the June 23, 2020 meeting.

**2. 2<sup>nd</sup> Addition to O’nan Subdivision Right-of-Way and Public Easement Vacations**  
**File #VAC-2020-184; VAC-2020-186**

Consider a request by the Church of Jesus Christ of Latter Day Saints to Vacate the platted Public Right-of-Way of West Cliff Drive and Public Easements (Utility & Irrigation) as identified on the 2nd Addition to O’Nan Subdivision Located by Horizon Drive, N. 12th Street, Midway Avenue & Budlong Street.

**REGULAR AGENDA**

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**1. Volley’s Conditional Use Permit File # CUP-2020-147**  
**[Agenda item can be viewed at 5:35](#)**

Consider a request by Doria Herek for an amendment to an existing Conditional Use Permit (CUP) to clarify the parking requirements and hours of operation for an outdoor recreation facility, on 0.797 acres in a C-2 (General Commercial) zone district, located at 1130 N 3rd Street and 330 North Avenue.

### **Staff Presentation**

Senta Costello, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

Commissioner Gatseos made a comment about a neighboring business' complaint regarding parking availability and the reason for the hours of operation being changed.

Commissioner Wade asked a question regarding the parking analysis that the Applicant conducted.

### **Applicant's Presentation**

The Applicant, David Herek, was present and made a comment regarding the request.

### **Questions for Applicant**

Commissioner Gatseos asked a question regarding parking and how where appropriate parking spaces are shown to guests.

Commissioner Scissors asked a question regarding parking and clientele.

Commissioner Wade asked a question about peak busy times and parking.

### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, July 21, 2020 via [www.GJSpeaks.org](http://www.GJSpeaks.org). Option for public comment via voicemail was also available starting Tuesday, July 21, 2020 as described on the meeting notice as well as the agenda.

Michael E Sitz made a comment on GJSpeaks in opposition of the request.

Mike Sitz made a comment in opposition of the request.

The public hearing was closed at 6:37 p.m. on July 28, 2020.

### **Applicant's Response**

Mr. Herek made a comment regarding parking availability in response to public comment.

### **Discussion**

There was discussion regarding unresolved parking analysis issues and approval criteria.

## **Motion and Vote**

Commissioner Ehlers made the following motion, “Mr. Chairman, on the Conditional Use Permit Amendment for the property located at 1130 N 3rd Street, 304 North Avenue and 330 North Avenue, City file number CUP-2020-147, I move that the Planning Commission approve the request with the findings of fact and condition as listed in the staff report.”

Commissioner Susuras seconded the motion. The motion failed 2-4 with Commissioners Teske, Wade, Gatseos, and Scissors voting no.

## **2. Fairview Glen Annexation**

**File # ANX-2020-222**

[Agenda item can be viewed at 1:01:40](#)

Consider a request to zone approximately 19.259-acres from County RSF-4 (Residential Single Family – 4 du/ac) and PUD (Planned Unit Development) to a City R-8 (Residential – 8 du/ac) for the Fairview Glen Annexation, located at 2767 C Road and properties located north of B ½ Road between Allyce Avenue and Nashua Lane/Court.

### **Staff Presentation**

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

### **Questions for Staff**

None.

### **Applicant’s Presentation**

Ted Ciavonne, Ciavonne Roberts and Associates, the Applicant’s representative, was present and gave a presentation regarding the request. Five Star Homes and Darren Davidson were also present in the audience.

### **Questions for Applicant**

Commissioner Gatseos made a comment in support of the request

### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, July 21, 2020 via [www.GJSpeaks.org](http://www.GJSpeaks.org). Option for public comment via voicemail was also available starting Tuesday, July 21, 2020 as described on the meeting notice as well as the agenda.

Corina Scott, Patricia Willis (2772 Lexington Court), Tanner Willis (2774 B ½ Road), Robin Greer, Nick Schmidt, Teresa Schmidt, Chris McGillivray, Donald Davey (278 Mountain View), and Charlayne Higginson (2773 Unawweep Avenue) made comments in opposition of the request.

Daniel Moore, Susan Smith, Dennis Simmons, Hope Painter, Roslyn Lawrence, Sandy Shepard, Deb Richert, Andy Pember, and Mike DeShara left comment via voicemail on July 28 in opposition of the request.

Chris and Jeanie McGillivary and Paul Quam left comments on GJSpeaks in opposition of the request.

The public hearing was closed at 7:53 p.m. on July 28, 2020.

### **Applicant's Response**

Mr. Ciavonne gave response to public comment.

### **Questions for Applicant**

Commissioner Wade asked a question regarding density and a traffic impact study.

Commissioner Wade asked staff a question regarding traffic concerns.

Commissioner Ehlers asked a question regarding what would be reviewed during the planning process.

### **Discussion**

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

### **Motion and Vote**

Commissioner Wade made the following motion, "Mr. Chairman, on the Zone of Annexation for the Fairview Glen Annexation to R-8 (Residential – 8 du/ac) zone district, file number ANX-2020-222, 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.

### **3. West Junction Metropolitan District **File # SDS-2020-322****

[Agenda item can be viewed at 2:01](#)

Consider a request by Foothills Housing 2 LLC for review and approval of the Consolidated Service Plan for the West Junction Metropolitan District, for the Halandras Planned Development on 177 acres of land within the City of Grand Junction.

### **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 about risks involved with this proposal.

### **Applicant's Presentation**

Stuart Borne, Developer Representative, Foothills Housing 2 LLC, was present and gave a presentation regarding the request.

Joan Fritsche, Metropolitan District Counsel, Fritsche Law LLC, and Michael Lund, Director Public Finance, Stifel, also were present available for questions.

### **Questions for Applicant**

None.

### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, July 21, 2020 via [www.GJSpeaks.org](http://www.GJSpeaks.org). Option for public comment via voicemail was also available starting Tuesday, July 21, 2020 as described on the meeting notice as well as the agenda.

Mark Hermundstad, General Counsel, Ute Water, submitted a comment via GJSpeaks.

The public hearing was closed at 8:50 p.m. on July 28, 2020.

### **Questions for Applicant**

Commissioner Ehlers asked about overall impacts of the metropolitan district and the costs associated for a homeowner within the district.

### **Discussion**

Commissioners Scissors and Gatseos made comments in support of the request.

### **Motion and Vote**

Commissioner Susuras made the following motion, "Mr. Chairman, on the request for review and approval of the Service Plan for the West Junction Metropolitan District, a metropolitan district intended to serve the proposed West Junction development, SDS-2020-322, I move that the Planning Commission forward a recommendation of conditional approval with the following condition:

Condition 1: Approval and execution of one or more Intergovernmental Agreement (IGA) describing the improvements and responsibilities of the City of Grand Junction and the West Junction Metropolitan District."

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

Planning Commission took a recess at 9:05 p.m.

Planning Commission resumed at 9:15 p.m.

4. **Zoning Code Amendment – Mini-Warehouse Design Standards File # ZCA-2020-175**  
**[Agenda item can be viewed at 3:14:36](#)**

Consider a request by the City of Grand Junction to amend Title 21 of the Grand Junction Municipal Code regarding use specific standards for Mini-Warehouses.

**Staff Presentation**

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

**Questions for Staff**

None.

**Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, July 21, 2020 via [www.GJSpeaks.org](http://www.GJSpeaks.org). Option for public comment via voicemail was also available starting Tuesday, July 21, 2020 as described on the meeting notice as well as the agenda.

None.

The public hearing was closed at 9:25 p.m. on July 28, 2020.

**Discussion**

None.

**Motion and Vote**

Commissioner Susuras made the following motion, “Mr. Chair, on the amendment to Title 21, City file number ZCA-2020-175, 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. The motion carried 6-0.

5. **Other Business**

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None.

## 6. **Adjournment**

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Commissioner Wade moved to adjourn the meeting. Commissioner Susuras seconded the motion. The meeting adjourned at 9:26 p.m.

## FAIRVIEW GLEN NEIGHBORHOOD MEETING NOTES

### July 2<sup>nd</sup>, 2020 @ 5:30pm & 7:00pm

Two Neighborhood Meetings were held on July 2<sup>nd</sup>, 2020 regarding a proposed Annexation, Rezone, ROW Vacation, and Major Subdivision at 2767 C Road, 2945-251-26-031 & 2945-251-26-032.

#### In Attendance:

Representatives: Karie Padilla (Five Star Homes and Development Inc.)  
Robert Padilla (Five Star Homes and Development Inc.)  
Darren Davidson Five Star Homes and Development Inc.)  
Ted Ciavonne (Ciavonne, Roberts & Associates Inc.)  
Scott Peterson (City of Grand Junction)

5 Neighbors attended the first meeting at 5:30pm and 6 neighbors attended the second meeting at 7:00 pm and had the following comments and concerns:

#### 5:30pm Meeting:

- Why do you have to do looped lanes? – Don't have to, we wanted to in order to get a curve in the road.
- So you won't have a connecting road on the south half going east/west? – No. Can't because there is not a road stub.
- Irrigation Request from Lynwood Subdivision – The pump house is on the back side of the property on Milo Drive. The previous owner allowed access on his property to get to the pump house. Will you continue to allow us access by easements or whatever needs to be done? – Yes, we will make sure your access remains.
- There is a 10' easement with an irrigation line on the west side of Lynwood sub and goes south all the way down your property line? – Good to know.
- FYI there is a ditch at the halfway point of your property and turns and goes south along the west property line? – Good to know.
- Will the neighborhood still have access to the ditch? – Don't know, not far along enough in design.
- Will the new neighborhood have easements? – Yes, possibly an irrigation line along their back property.
- Have you decided if you are doing fencing yet? – We are required to do perimeter fencing, but haven't decided if the developer will build it or the new homeowner.
- Will we be informed on fencing and irrigation decisions? – You will get notified when we submit for subdivision. Details will be worked out by then. You will then be able to see plans and get in touch with the developer to work out details.
- Also, there's an OVH electrical line on the east side for services to houses? – Good to know
- Will there be sidewalks? – Yes, they will be on both sides on the south half and on one side on the north half.

- What's a detention area? – For stormwater/drainage and is located where the land naturally drains.
- Obviously this will increase traffic, but where will the entrances be? – One on B ½ Road aligning with the curb cut across the street, one on Milo Dr. and one on Unawep.
- Who's the Developer? – Five Star Development Inc.
- Is the Developer a Colorado based company? – Yes
- Will this subdivision have an HOA? – Yes, all new subdivisions have to have an HOA.
- Will there be retention? – No.
- FYI, on the north end of Allyce, some have piped their irrigation while others still have a ditch which messes up the flow. – Good to know
- For dust control, can we get your contact in case there is an issue? – Yes, we can provide that. Also the city monitors closely and will fine the developer if they don't comply.
- Will these be for sale or rentals? – No rentals, all will be for sale.
- What's the timeline? – Annexation approvals will be in September. Subdivision design will run concurrent, but can't be approved before Annexation. Hopefully plan to start construction this fall.
- Phases? – No definite on that yet, but will have to address that during the submittal process.
- What are the hours of construction? – Either 6am-8pm or 7am-7pm
- Is the purpose of this meeting to inform or is there a vote? – No vote, just want feedback from neighbors, but it is also required by the city.
- Is there a way to meet with us when you all get closer to design? – Yes we will be in touch
- What zone is the Lynwood Subdivision? – It is zoned PD in the county which is a unique zone, but there's always an underlying zone to follow for dimensional standards (setbacks)
- How did you figure out the density of the PD? – Was approximate. Drew a box around an area and did the math to figure out density.

### **7:00pm Meeting:**

- Does "vacate" mean you are not going to use that road? – No, we are going to put in a new road in with a different configuration, but since this one has been platted it needs to be officially vacated.
- Does Milo Drive go through? – Yes
- So Lynwood is a 7.5/acre density? – No, came up with 5.5 but its approximate
- So you are putting in a little bit less density than what is already there? – Yes
- Will streets and utilities be built before the homes? – Yes
- Do we get to stay in the county? – Yes
- Starting date? – September is approval date for Annexation, but late fall for construction.
- What is the process for construction? – (1) clearing and grubbing of the site or 1<sup>st</sup> phase (2) utilities (3) curb and cuter (4) asphalt (5) homes. Will have to work with the city through the entire process.
- Irrigation water? – Yes it is available but not designed yet.
- FYI the father of the previous land owner apparently gave his water rights to Lynwood Sub – Good to know, we will look into it, but we are fairly certain this land has water rights.

- How close will the houses be to surrounding subdivisions? Assuming they will put up a back fence? – Yes, there will be a perimeter fence that will be worked out with adjacent neighbors. The zone has required setbacks that the homes must follow.
- The south half used to be for sale for 21 lots? – Yes, that was old back when it was still part of a PD.
- Who is responsible for building/paying for a fence? Existing trees have damaged our fences. Huge tree trunks will have to come out if a new fence needs to be put in. – Either developer or homeowner will be paying for the new fence. As far as building it to work with adjacent neighbors, it will have to be looked at on a one on one basis.
- Will we be involved when that time comes? – Certainly, we will work with you as the design is further along.
- Will all of the existing trees be taken out? – Yes they will be removed if they are on the property, if they are elms, and if everyone is in favor for it.
- One neighbor has a back gate that opens up to the field. Will it have to go? – If the fence is on the property line, it will need to go. If it is set back a few feet, it's possible it can remain.
- Will the homes be single story or two story? – On average, 95% are single story
- Concerned if we tap into the ditch, there won't be pressure. Already have issues with that. – We will look into the pressure issues.
- We can show you where the cleanout is for the people to the south. – Sounds good.
- How will this subdivision affect the value of surrounding homes? – The intention is to build a nice, but affordable home. Certainly won't hurt the surrounding values.
- Square footage of homes? – 1200-1500sf
- Is Darren going to build all of the homes? – Yes
- What half will be built first? – Probably south half.
- Will there still be access to the Lynwood Subdivision pump house? – Yes
- Stucco? – Not sure yet
- Stem wall? – Probably

# SIGN-IN SHEET

## FAIRVIEW GLEN NEIGHBORHOOD MEETING

Thursday July 2nd, 2020 @ 7:00pm

FOR: Annexation, Rezone, Right of Way/Easement Vacation and  
Subdivision

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE # OR EMAIL</u>
Lucky Vidanovic	261 1/2 Nashua Lane	970-424-0703
Connie Lynch	261 Nashua Lane	970 712 0205
Dorely Schmap	2772 Moroe Ct	970 245-7565
Roland Smith	257 1/2 E Lynwood St	640-0271
Kim Willis	2772 Lexington Ct	970 210-2093

# SIGN-IN SHEET

## FAIRVIEW GLEN NEIGHBORHOOD MEETING

Thursday July 2nd, 2020 @ 7:00pm

FOR: Annexation, Rezone, Right of Way/Easement Vacation and  
Subdivision

NAME	ADDRESS	PHONE # OR EMAIL
Betty Joan White	259 Nashua Ct	970-256-7056



# SIGN-IN SHEET

## FAIRVIEW GLEN NEIGHBORHOOD MEETING

Thursday July 2nd, 2020 @ 5:30pm

FOR: Annexation, Rezone, Right of Way/Easement Vacation and  
Subdivision

NAME	ADDRESS	PHONE # OR EMAIL
Marie White	254 Allyce Ave	970-210-0513
SCOTT PETERSON	CITY PLANNING	SCOTT@GJLITY. ORG
DIANA Gutfreund	293 Mountain View	baileybop7@usa.com
Karie Padilla	Developer	rkpadilla2@charter.net
Robert Padilla	"	"
DARREN DUBSO	"	Darren5515@AOL.COM
LINDA GARCIA	2784 DANTON	lindag@hlsb.com (970) 254-0845
Robyn Correia	264 Allyce Ave	<del>970.819.2249</del>
Dylan Correia	458 30 Rd	ououtagme@yahoo.com dylan.correia1134@gmail.com
Ted + Mallory	Ciavanne	

## Scott Peterson

---

**From:** katbonnet@juno.com  
**Sent:** Thursday, July 2, 2020 2:19 PM  
**To:** Scott Peterson  
**Subject:** neighborhood meeting for fairview glen subdivision

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Dear Planning committee,

My husband and I live at 254 1/2 Allyce Ave. because of our age we would rather not attend the meeting tonight at the Courtyard Marriot in regard to the Fairview Glen Subdivision. But we have concerns.

When we purchased this property years ago it was partly due to the open field in back of us. It made us feel like we weren't closed in on all sides by neighbors. We also liked the view of the Mesa and the Bookcliffs. The current zoning for this area in back of us at 4 units per acre is bad enough but if you put 6.2 to 6.5 units in there that will be too many.

Our other concerns are these. You would need to have the Department of Wildlife come in and relocate at least 3 deer that are calling that field home plus any other wild life that might be there.

Also irrigation water. We have had problems with water getting down our ditch as it is would these people be taking water away from us and would they be responsible to take care of the ditch?

4 units would be bad enough 6.2 is too many.

Thanks for listening to us.

Sincerely,  
Chuck and Kathy Bonnet  
254 1/2 Allyce Ave.

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- [Herman Cain, Maskless at Tulsa Rally, Hospitalized](#)
- [For Ghislaine Maxwell, 6 Counts of Wrongdoing](#)
- [Russia Investigation Material to Remain Secret Past Election](#)

## Scott Peterson

---

**From:** Eddie <ehavener@aol.com>  
**Sent:** Friday, July 3, 2020 1:31 PM  
**To:** ted@ciavonne.com; Scott Peterson  
**Subject:** Fairview Glen Subdivision

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Dear Gentlemen;

We live at 2772 1/2 Milo Drive.

We are concerned with the additional traffic that will be using Milo Drive as access to the Fairview Glen subdivision. The streets in Lynwood subdivision were built to 1980 specifications. They are narrow and quite often have vehicles parked on both sides of the streets. We are concerned about the safety of these streets at this time let alone with additional traffic. Another concern is that at this time Milo Drive is a dead-end street with 8 houses on it, it is a place that is safe for the children that live here to play in the street and if it become one of three access to the Fairview Glen subdivision the additional traffic will compromise there safety.

Edwin was a firefighter and He realizes that there is a need for an emergency access on Milo Drive, but we would like to see it restricted to emergencies only.

Thank you for your time.

Edwin can be reached at EHavener@aol.com or called or texted at 970-376-3713. Nona can be reached at Nona.Wiley@ymail .com or called or texted at 970-901-8626

Edwin Havener  
Nona Wiley

## Scott Peterson

---

**From:** Sharon Amheiser <sharonlamheiser@gmail.com>  
**Sent:** Tuesday, July 28, 2020 6:11 PM  
**To:** Scott Peterson  
**Subject:** Fairfield Glen Annexation

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Dear Scott and the other Owners of this property.

I live on Nashua Ct and my backyard faces West.

I have been enjoying watching the deer this year especially with seeing 6 bucks this summer.

I agree that developing this land parcel would allow more affordable homes in orchard Mesa for Seniors and young families starting out. I agree that the original proposed annexation of

4 single family homes on 1 acre is a good thing and I Absolutely appose the zoning it to R-8

would be a disaster to both UnawEEP and B 1/2 Rd. and way too many buildings, too many cars and traffic on both streets. I also feel it will decrease our property values if it looks like apartments or condos.

I do Not want anything 2 story behind my home. I enjoy my privacy and dont want people peering into my back yard or obstructing my view of the Valley and Monument..

I met Darren late winter regarding the overgrown Elm tree right behind my fence,. he informed me it would be cut down and removed.. theres also tumble weeds, leaves and broken branches that are 3+ feet tall, wide and deep that hold all the water and snow moisture which has rotted all the cedar fence posts. the pickets are ok but Darren it would be fixed. Speaking of the fence, are you putting in a whole new fence around the 19.5 acres?

Vinyl would look much better, but everybody has something different. Just wondering.

Sincerely,

Sharon L. Amheiser

255 1/2 Nashua Ct

Grand Junction, Co. 81503

970 250-8783

[sharonlamheiser@gmail.com](mailto:sharonlamheiser@gmail.com)

**Grand Junction Speaks**  
**Published Comments for July 28, 2020 Planning**  
**Commission Meeting**  
**Fairview Glen Zone of Annexation**

I realize Grand Junction is a growing City and housing is in demand; however, everyone is aware that there are only three routes for traffic to take between OM and GJ and all three are experiencing significant traffic already. There are multiple large subdivisions already being rapidly developed and under construction and we have yet to experience the traffic impact these new residents will create on our congested roads/bridges. We just built a new school to accommodate the population we have now with limited room for additional students. We vote NO to rezoning and doubling this subdivision that has already been approved to a barely acceptable limit of four units per acre.

07/26/2020 9:11 pm

**Chris & Jeanie McGillivray**  
2877 Fall Creek Dr  
Grand Junction, 81503

To: Planning Commission,

My wife and I own the property across Unawep from 2767 Unawep. We have real concern about the additional traffic on a busy Unawep Avenue due to a City R-8 (Residential 8 du/ac) zone district. Please consider this concern in your decision.

Respectfully,  
Paul Quam

07/27/2020 5:20 pm

**Paul Quam**  
2770 Unawep Avenue  
Grand Junction, 81503

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A PETITION  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
MAKING CERTAIN FINDINGS,  
AND DETERMINING THAT PROPERTY KNOWN AS THE  
FAIRVIEW GLEN ANNEXATION, LOCATED AT 2767 C ROAD AND VACANT  
PROPERTIES LOCATED NORTH OF B ½ ROAD BETWEEN ALLYCE AVENUE  
AND NASHUA LANE AND COURT  
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 1<sup>st</sup> day of July, 2020, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**FAIRVIEW GLEN ANNEXATION**

A parcel of land being Lots 1 through 29 inclusive, the right-of-way of Cara Street, the right-of-way of Newport Lane, and the 40 foot drainage right-of-way, all within Birks Blue Estates subdivision (Reception Number 1263633), together with Parcel 2945-251-00-081, and a portion of the Unawep Ave. right-of-way, located in the of the NE ¼, of Section 25, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows;

BEGINNING at a point on the North line of said Section 25, whence the Northeast corner of said Section 25 bears South 89°55'23" East, a distance of 1471.87 feet, with all bearings being relative thereto, thence South 00°04'10" East, a distance of 1320.58 feet, along the westerly line of Lynwood Subdivision, to the northerly boundary of said Birks Blue Estates subdivision; thence along said northerly boundary, South 89°54'43" East, a distance of 149.37 feet, to the northeast corner of Said Birks Blue Estates subdivision, thence along the easterly line of Birks Blue Estates subdivision South 00°03'49" East, a distance of 1120.05 feet, to the northeast corner of Lot 30 of said subdivision; thence along the north line of said Lot 30 South 89°55'41" West, a distance of 185.35 feet, to the northwest corner of said Lot 30; thence along the arc of a non-tangent 79.36 foot radius curve to the left for a distance of 40.29 feet, with a chord which bears South 14°28'25" West, a distance of 39.86 feet, and a central angle of 29°05'29"; thence South 00°04'19" East, a distance of 91.08 feet; thence along the arc of a 20.00 foot radius curve to the left for a distance of 31.38 feet, with a chord which bears South 45°01'05" East, a distance of 28.26 feet, and a central angle of 89°53'31", to a point on the northerly right-of-way of B1/2 Road; thence along said right-of-way North 89°57'50" West, a distance of 154.96 feet, to the southwest corner of Lot 1 of said Birks Blue Estates subdivision; thence leaving said right-of-way along the westerly line

of said subdivision North 00°04'19" West, a distance of 1270.35 feet, to the northwest corner of said subdivision; thence, leaving said westerly line, North 89°54'43" West, a distance of 150.74 feet; thence North 00°02'32" West, a distance of 1320.51 feet, to a point on the northerly line of said Section 25; thence South 89°55'23" East, a distance of 331.26 feet, to the Point of Beginning.

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

CONTAINING 828,512 Square Feet or 19.020 Acres, more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 2<sup>nd</sup> day of September, 2020; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

\_\_\_\_\_  
President of the Council

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**FAIRVIEW GLEN ANNEXATION**

**APPROXIMATELY 19.020 ACRES LOCATED AT 2767 C ROAD AND VACANT  
PROPERTIES LOCATED NORTH OF B ½ ROAD  
BETWEEN ALLYCE AVENUE AND NASHUA LANE & COURT**

**WHEREAS**, on the 1<sup>st</sup> day of July, 2020, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 2<sup>nd</sup> day of September 2020; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**FAIRVIEW GLEN ANNEXATION**

A parcel of land being Lots 1 through 29 inclusive, the right-of-way of Cara Street, the right-of-way of Newport Lane, and the 40 foot drainage right-of-way, all within Birks Blue Estates subdivision (Reception Number 1263633), together with Parcel 2945-251-00-081, and a portion of the Unaweeep Ave. right-of-way, located in the of the NE ¼, of Section 25, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows;

BEGINNING at a point on the North line of said Section 25, whence the Northeast corner of said Section 25 bears South 89°55'23" East, a distance of 1471.87 feet, with all bearings being relative thereto, thence South 00°04'10" East, a distance of 1320.58 feet, along the westerly line of Lynwood Subdivision, to the northerly boundary of said Birks Blue Estates subdivision; thence along said northerly boundary, South 89°54'43" East, a distance of 149.37 feet, to the northeast corner of Said Birks Blue Estates subdivision, thence along the easterly line of Birks Blue Estates subdivision South



00°03'49" East, a distance of 1120.05 feet, to the northeast corner of Lot 30 of said subdivision; thence along the north line of said Lot 30 South 89°55'41" West, a distance of 185.35 feet, to the northwest corner of said Lot 30; thence along the arc of a non-tangent 79.36 foot radius curve to the left for a distance of 40.29 feet, with a chord which bears South 14°28'25" West, a distance of 39.86 feet, and a central angle of 29°05'29"; thence South 00°04'19" East, a distance of 91.08 feet; thence along the arc of a 20.00 foot radius curve to the left for a distance of 31.38 feet, with a chord which bears South 45°01'05" East, a distance of 28.26 feet, and a central angle of 89°53'31", to a point on the northerly right-of-way of B1/2 Road; thence along said right-of-way North 89°57'50" West, a distance of 154.96 feet, to the southwest corner of Lot 1 of said Birks Blue Estates subdivision; thence leaving said right-of-way along the westerly line of said subdivision North 00°04'19" West, a distance of 1270.35 feet, to the northwest corner of said subdivision; thence, leaving said westerly line, North 89°54'43" West, a distance of 150.74 feet; thence North 00°02'32" West, a distance of 1320.51 feet, to a point on the northerly line of said Section 25; thence South 89°55'23" East, a distance of 331.26 feet, to the Point of Beginning.

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

CONTAINING 19.020 Acres or 828,512 Square Feet, more or less, as described.

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

**INTRODUCED** on first reading on the 1<sup>st</sup> day of July, 2020 and ordered published in pamphlet form.

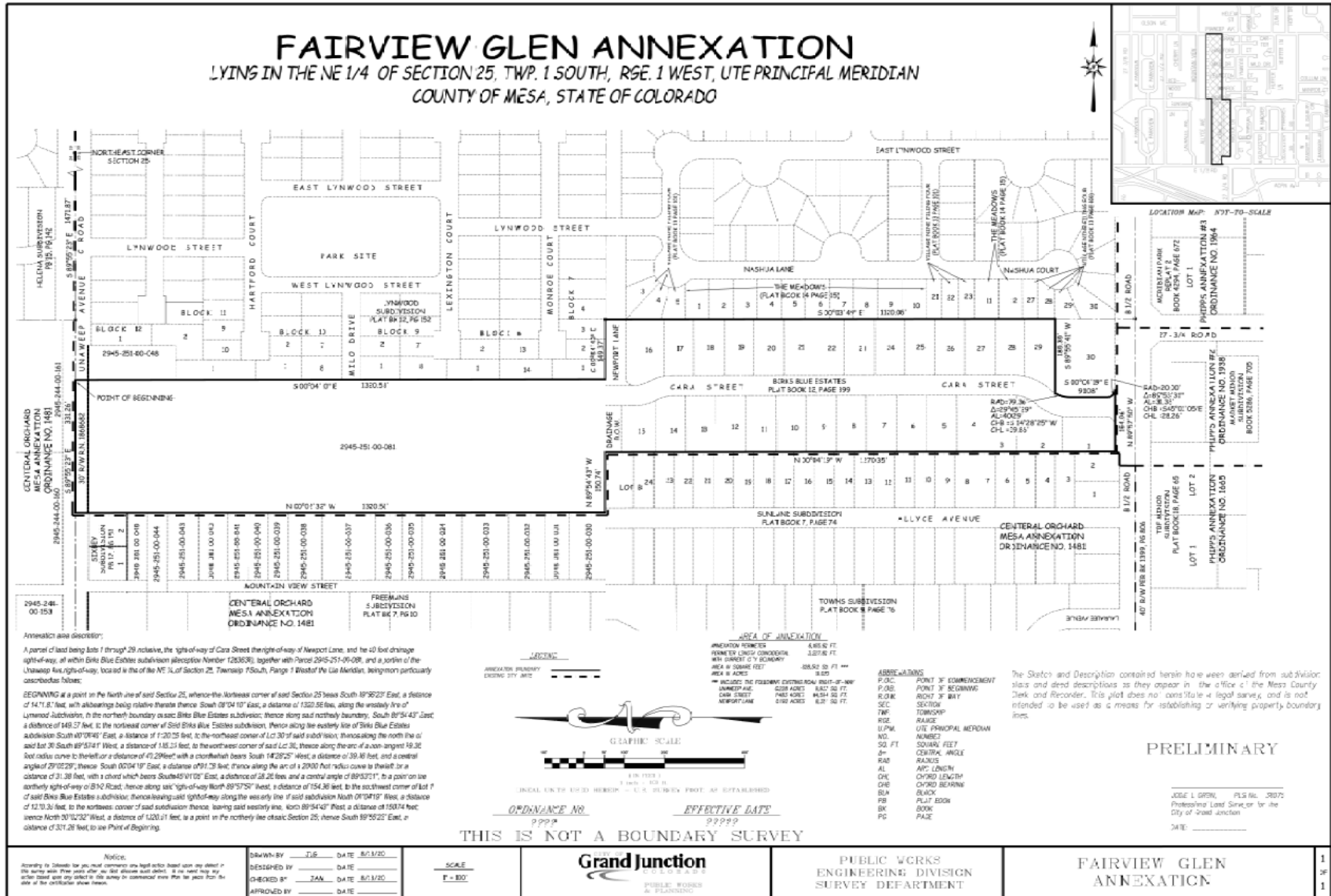
**ADOPTED** on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020 and ordered published in pamphlet form.

\_\_\_\_\_  
President of the Council

Attest:

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

Exhibit A



**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE ZONING THE FAIRVIEW GLEN ANNEXATION  
TO R-8 (RESIDENTIAL – 8 DU/AC) ZONE DISTRICT**

**LOCATED AT 2767 C ROAD AND VACANT PROPERTIES NORTH OF B ½ ROAD  
BETWEEN ALLYCE AVENUE AND NASHUA LANE/COURT**

Recitals

The property owners have requested annexation of three properties that total 19.020-acres into the City limits in anticipation of future residential subdivision development.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of zoning the Fairview Glen Annexation to the R-8 (Residential – 8 du/ac) zone district, finding that it conforms with the designation of Residential Medium (4 – 8 du/ac) as shown on the Future Land Use Map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-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 & Development Code.

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

**FAIRVIEW GLEN ANNEXATION**

**The following properties be zoned R-8 (Residential – 8 du/ac) zone district.**

A parcel of land being Lots 1 through 29 inclusive, the right-of-way of Cara Street, the right-of-way of Newport Lane, and the 40 foot drainage right-of-way, all within Birks Blue Estates subdivision (Reception Number 1263633), together with Parcel 2945-251-00-081, and a portion of the Unawep Ave. right-of-way, located in the of the NE ¼, of Section 25, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows;

BEGINNING at a point on the North line of said Section 25, whence the Northeast corner of said Section 25 bears South 89°55'23" East, a distance of 1471.87 feet, with all bearings being relative thereto, thence South 00°04'10" East, a distance of 1320.58 feet, along the westerly line of Lynwood Subdivision, to the northerly boundary of said

Birks Blue Estates subdivision; thence along said northerly boundary, South 89°54'43" East, a distance of 149.37 feet, to the northeast corner of Said Birks Blue Estates subdivision, thence along the easterly line of Birks Blue Estates subdivision South 00°03'49" East, a distance of 1120.05 feet, to the northeast corner of Lot 30 of said subdivision; thence along the north line of said Lot 30 South 89°55'41" West, a distance of 185.35 feet, to the northwest corner of said Lot 30; thence along the arc of a non-tangent 79.36 foot radius curve to the left for a distance of 40.29 feet, with a chord which bears South 14°28'25" West, a distance of 39.86 feet, and a central angle of 29°05'29"; thence South 00°04'19" East, a distance of 91.08 feet; thence along the arc of a 20.00 foot radius curve to the left for a distance of 31.38 feet, with a chord which bears South 45°01'05" East, a distance of 28.26 feet, and a central angle of 89°53'31", to a point on the northerly right-of-way of B1/2 Road; thence along said right-of-way North 89°57'50" West, a distance of 154.96 feet, to the southwest corner of Lot 1 of said Birks Blue Estates subdivision; thence leaving said right-of-way along the westerly line of said subdivision North 00°04'19" West, a distance of 1270.35 feet, to the northwest corner of said subdivision; thence, leaving said westerly line, North 89°54'43" West, a distance of 150.74 feet; thence North 00°02'32" West, a distance of 1320.51 feet, to a point on the northerly line of said Section 25; thence South 89°55'23" East, a distance of 331.26 feet, to the Point of Beginning.

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

**INTRODUCED** on first reading this 19<sup>th</sup> day of August, 2020 and ordered published in pamphlet form.

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

ATTEST:

\_\_\_\_\_  
President of the Council

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



## Grand Junction City Council

### Regular Session

Item #6.a.ii.

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**Meeting Date:** September 2, 2020  
**Presented By:** David Thornton, Principal Planner  
**Department:** Community Development  
**Submitted By:** David Thornton, Principal Planner

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### **Information**

#### **SUBJECT:**

A Resolution Accepting the Petition for Annexation and an Ordinance Annexing the Proposed Airport North Boundary Annexation of 187.69 Acres Located at 2828 Walker Field Drive and Including Parcels 2705-154-00-003 and 2701-113-00-002 - [Staff Presentation](#)

#### **RECOMMENDATION:**

Staff recommends approval of the resolution and ordinance.

#### **EXECUTIVE SUMMARY:**

The Applicant, Grand Junction Regional Airport, is requesting to annex 187.69 acres located at 2828 Walker Field Drive, Parcels 2705-154-00-003 and 2701-113-00-002. The two parcels being annexed are vacant. There is a portion of 27 ¼ Road that runs through the southeastern corner of one parcel for approximately 875 feet. The Grand Junction Regional Airport is requesting annexation of these parcels of land that were recently deeded to them from the Bureau of Land Management in order to have the entire airport environs within the city limits and under the City's land use jurisdiction. Consideration for zoning of this annexation will be heard in a future action.

The resolution to refer a petition, exercise land use jurisdiction and introduction of an annexation ordinance for this property were reviewed and approved by City Council on July 15, 2020. This request is to approve the Resolution Accepting the Petition for annexation of the Airport North Boundary Annexation and approve on second reading the Ordinance to annex the Airport North Boundary Annexation.

## **BACKGROUND OR DETAILED INFORMATION:**

### **BACKGROUND**

The Airport North Boundary Annexation consists of two parcels of land totaling 187.69 acres of land located as part the airport properties address at 2828 Walker Field Drive, specifically parcels 2705-154-00-003 and 2701-113-00-002. The land is currently vacant and was previously owned by the federal Bureau of Land Management but has now been deeded to the Grand Junction Regional Airport. The Applicant wishes to annex the property into City limits to have the entire airport environs within the city limits and under the City's land use jurisdiction.

The Applicant will be requesting a zoning that is the same as the rest of the airport properties, which is PAD (Planned Airport Development) and most recently established in a Planned Development Ordinance 4834 approved and adopted by City Council on March 6, 2019. The expansion of the airport use is allowed under Planned Airport Development zoning. Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission for this 187.69 acres being annexed.

There is a portion of 27 ¼ Road that runs through the southeastern corner of one parcel for approximately 875 feet. The road right-of-way has not been dedicated, but will be now that the property is under the Airport ownership and the road improvements have been constructed. The property is currently adjacent to existing city limits. The Grand Junction Regional Airport has signed a petition for annexation of the property.

### **ANNEXATION ELIGIBILITY**

Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Airport North Boundary Annexation is eligible to be annexed because of compliance with the criteria discussed below.

a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;

There is one property owner of record, Grand Junction Regional Airport. The petition has been signed by 100 percent of the property owners.

b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;

This requirement has been met.

c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

The Grand Junction Regional Airport provides the regional air services for Grand Junction and surrounding community and is important to the economic growth and stability of the City. The Comprehensive Plan shows this proposed annexation as part of the "Airport" Future Land Use designation.

d) The area is or will be urbanized in the near future;

The area helps fulfill the growth needs of the Grand Junction Regional Airport as the airport plans for and constructs the new runway as established in their master plan.

e) The area is capable of being integrated with the City;

The area is already fenced and made a part of the airport environs, integrating it into the airport properties and part of the community.

f) No land held in identical ownership is being divided by the proposed annexation;

No land held in identical ownership is being divided by this annexation, in fact annexing these two parcels will bring all contiguous properties the airport owns into the city limits.

g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

All land being annexed is with the owner's consent.

### **FINDINGS OF ELIGIBILITY**

Staff has found, based on review of the petition, applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Airport North Boundary Annexation is eligible to be annexed.

As indicated in the attached Annexation and Summary, the resolution and annexation ordinance finalize the annexation process. However, the property will need to be zoned in subsequent actions. These actions are anticipated within the next 60 days, Planning Commission will hear and make recommendation for the zone of annexation, followed by introduction of an ordinance (first reading) to zone the property by City Council and lastly a public hearing (second reading) for City Council decision on the zoning.

## **FISCAL IMPACT:**

These parcels are owned by the Grand Junction Regional Airport which is a tax exempt entity and therefore no property tax revenue will be generated from these properties.

### **Fire**

The fire department does not expect a major impact to existing fire/EMS services as a result of this annexation.

### **Utilities**

No impacts to Utilities. The parcels are outside the 201 Sewer Service Area. The parcels are not within the City's water service area and adjacent to Ute Water Districts' water service area. If water service will be needed for these parcels, the airport would need to request that the parcels be included in Ute's service area.

### **Police**

The police department does not expect an impact to existing police services as a result of this annexation.

### **Public Works**

27 1/4 Road was relocated/reconstructed by the Airport Authority in 2019. The road to be annexed is approximately 875 feet by 24 feet in width. The current Pavement Condition Index is 95+. Future chip seal costs for this road is estimated at approximately \$6,000 every 6 years. Storm drainage maintenance is estimated at an average of \$650/year. There are no streetlights. Striping is estimated at approximately \$50/year. No additional infrastructure is anticipated over the next 20 years.

## **SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 57-20, a resolution accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, making certain findings, and determining that property known as the Airport North Boundary Annexation, located at 2828 Walker Field Drive, along the north boundary of the airport properties that include Parcels 2705-154-00-003 and 2701-113-00-002, is eligible for annexation; and Ordinance No. 4953, an ordinance annexing territory to the City of Grand Junction, Colorado, Airport North Boundary Annexation, approximately 187.69 acres, located along the north boundary of the airport properties that include Parcels 2705-154-00-003 and 2701-113-00-002 on final passage and order final publication in pamphlet form.

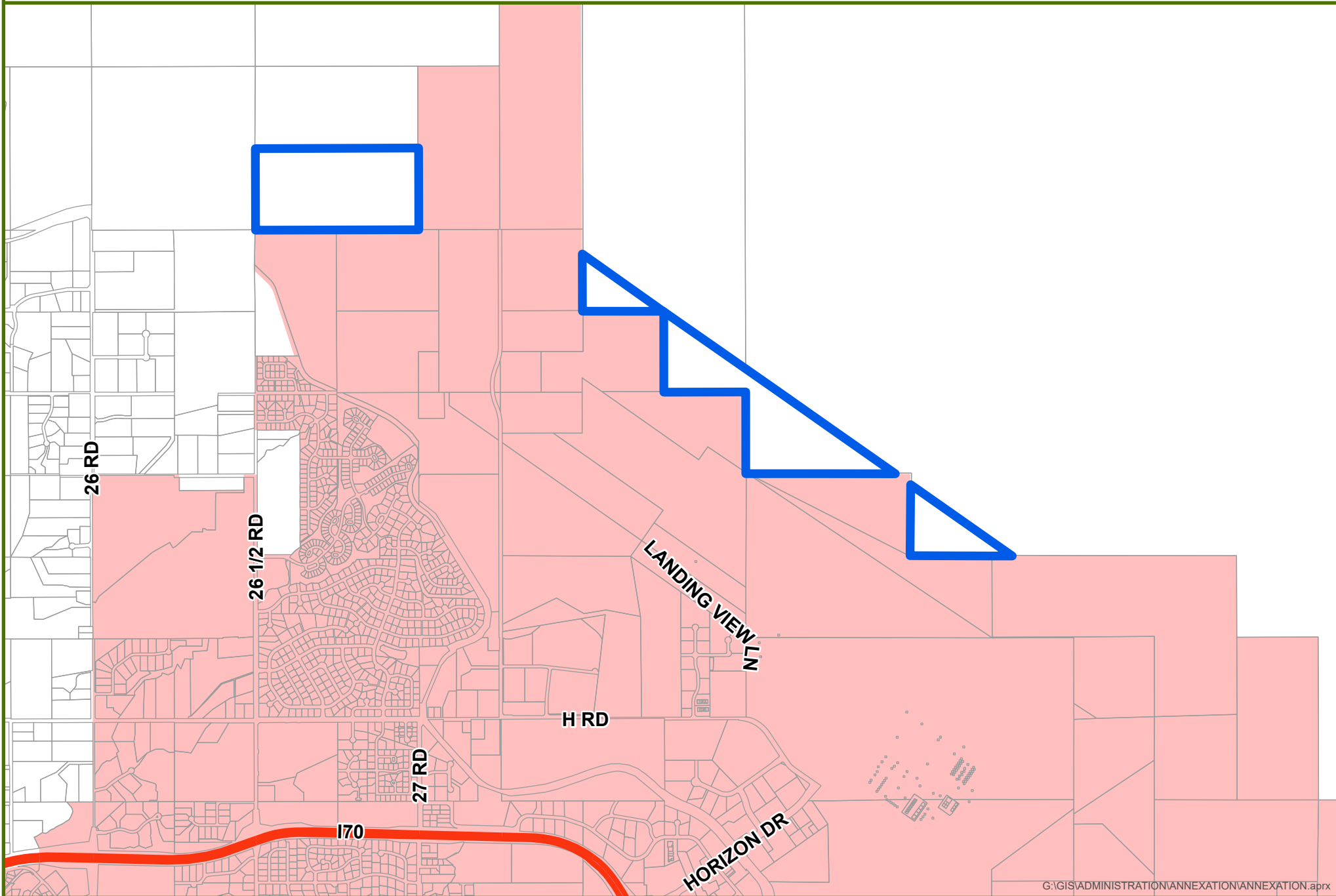
## **Attachments**

1. Airport North Boundary Annexation Maps
2. Airport North Boundary Annexation Schedule

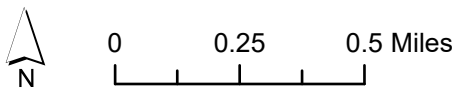


3. GJT North Boundary Petition for Annexation Signed
4. Resolution Accepting Petition for Annexation
5. Airport North Boundary Annexation Ordinance

# AIRPORT NORTH BOUNDARY ANNEXATION



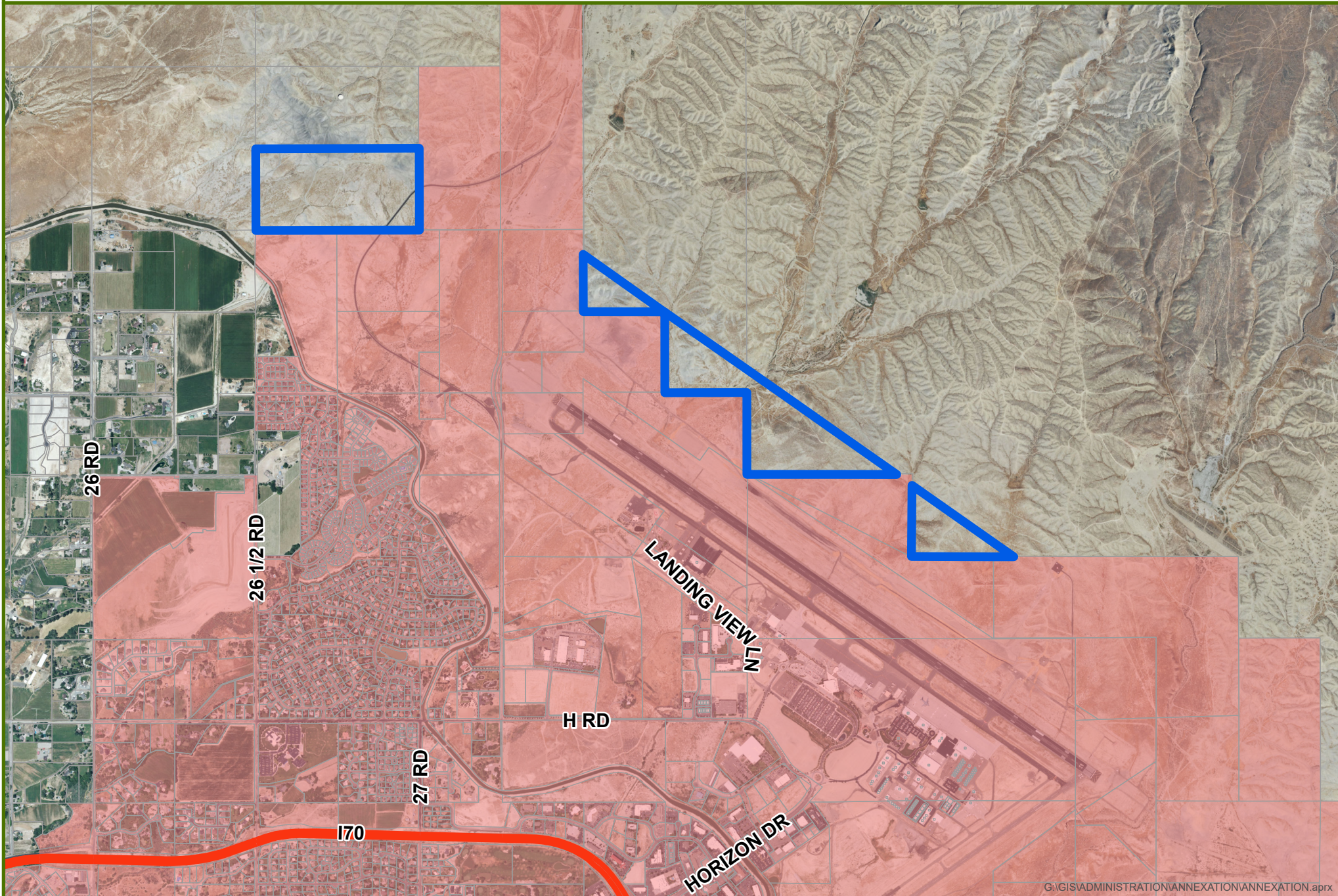
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Annexation City Limits

Date Created: 7/16/2020

# AIRPORT NORTH BOUNDARY ANNEXATION



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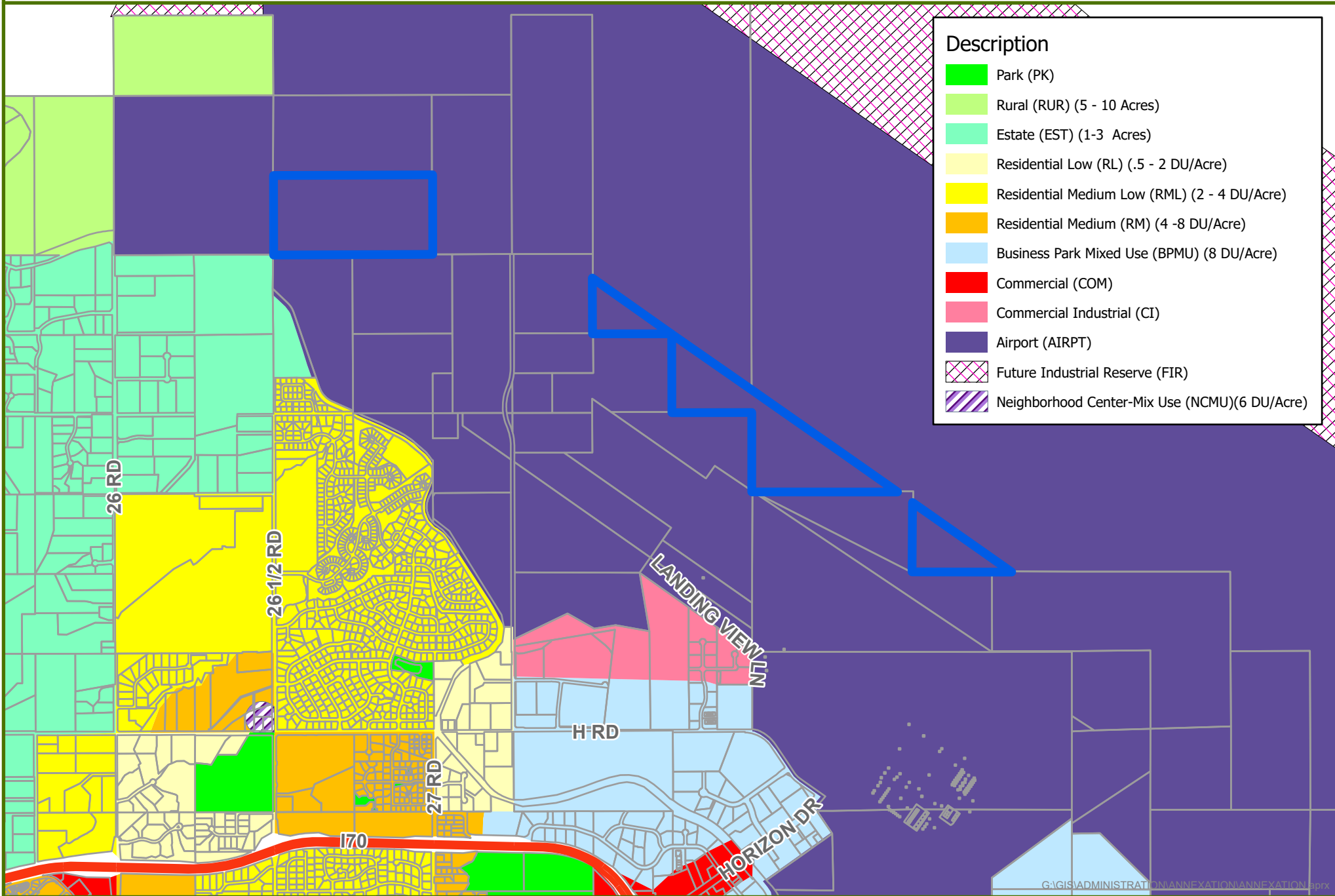
0 0.25 0.5 Miles

 Annexation  City Limits

Date Created: 7/16/2020



# AIRPORT NORTH BOUNDARY ANNEXATION - FUTURE LAND USE

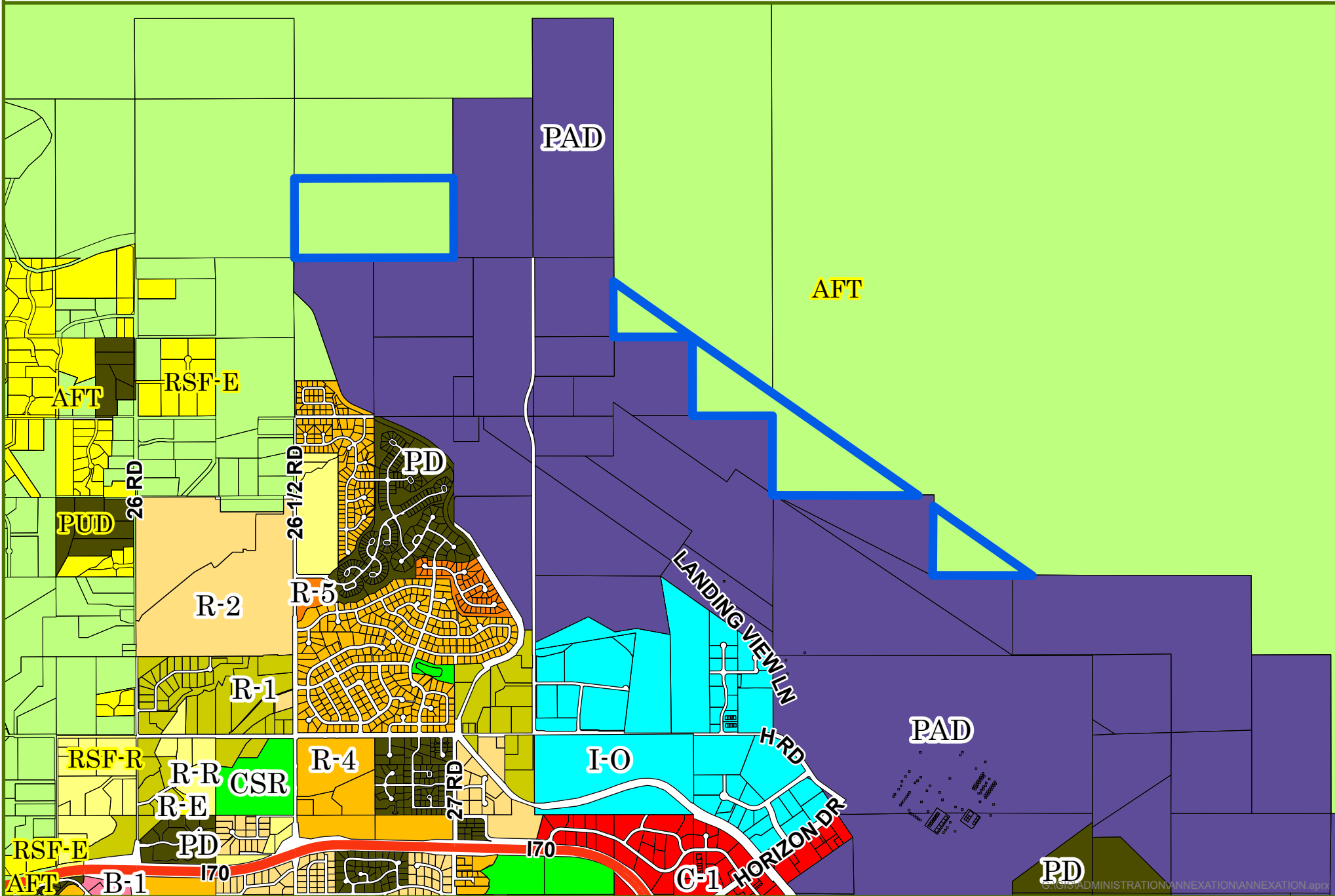


Description	
<span style="color: green;">■</span>	Park (PK)
<span style="color: lightgreen;">■</span>	Rural (RUR) (5 - 10 Acres)
<span style="color: cyan;">■</span>	Estate (EST) (1-3 Acres)
<span style="color: yellow;">■</span>	Residential Low (RL) (.5 - 2 DU/Acre)
<span style="color: orange;">■</span>	Residential Medium Low (RML) (2 - 4 DU/Acre)
<span style="color: darkorange;">■</span>	Residential Medium (RM) (4 -8 DU/Acre)
<span style="color: lightblue;">■</span>	Business Park Mixed Use (BPMU) (8 DU/Acre)
<span style="color: red;">■</span>	Commercial (COM)
<span style="color: pink;">■</span>	Commercial Industrial (CI)
<span style="color: purple;">■</span>	Airport (AIRPT)
<span style="color: pink; border: 1px dashed pink;">■</span>	Future Industrial Reserve (FIR)
<span style="color: purple; border: 1px dashed purple;">■</span>	Neighborhood Center-Mix Use (NCMU)(6 DU/Acre)

  Annexation Boundary

Date Created: 7/16/2020

# AIRPORT NORTH BOUNDARY ANNEXATION - ZONING



0 0.25 0.5 Miles

 Annexation

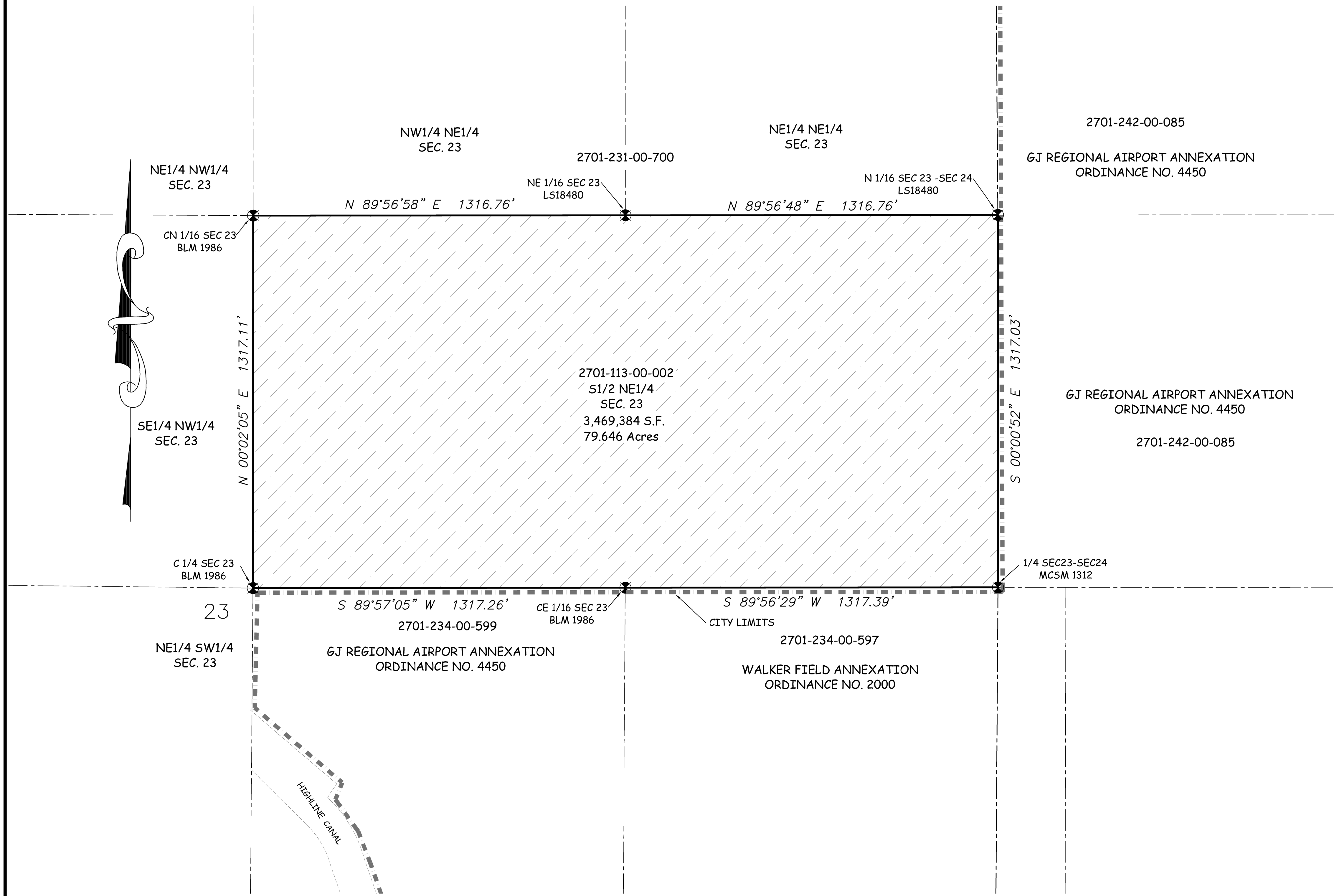
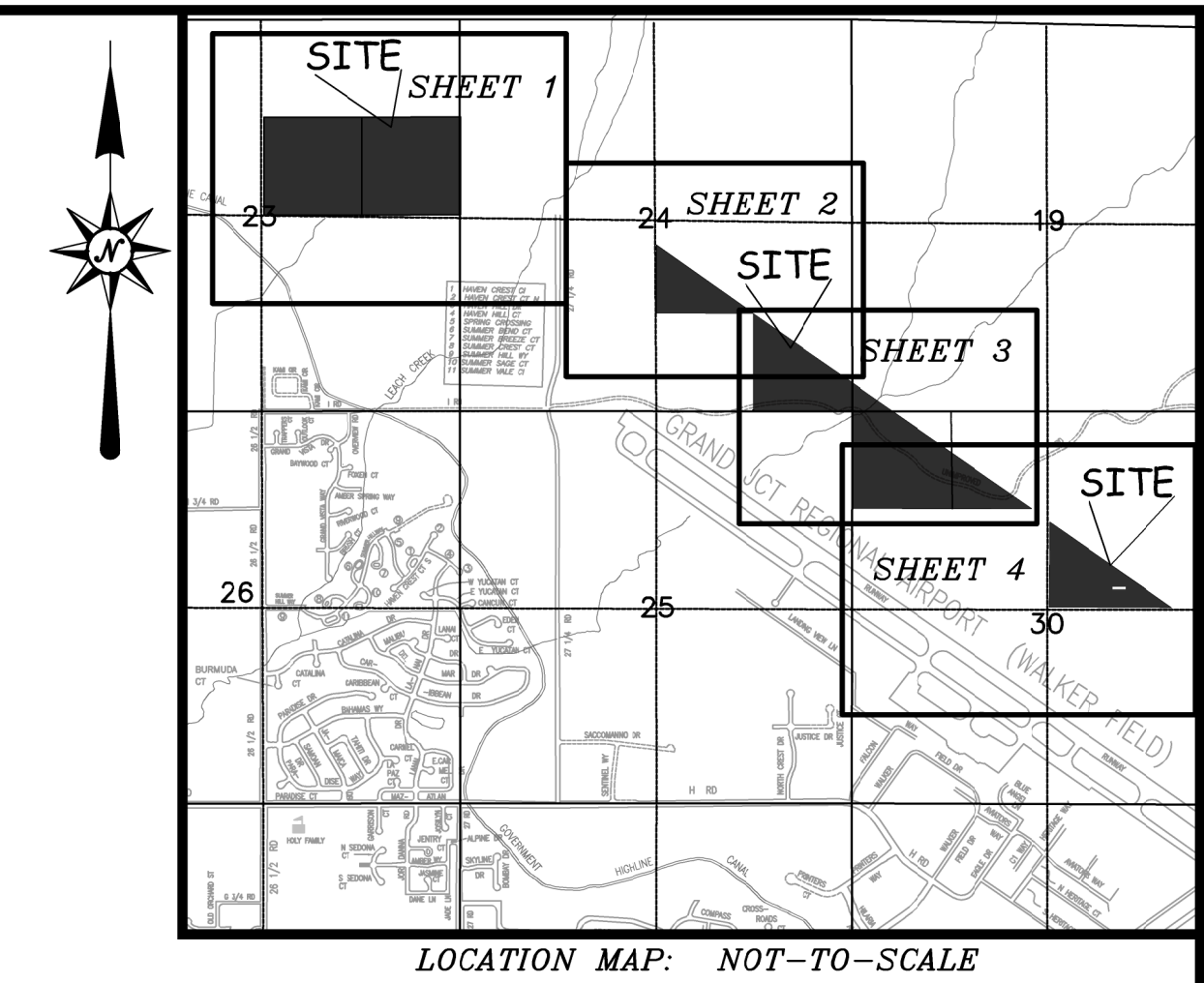
 City Zoning

 County Zoning

Date Created: 7/16/2020

# AIRPORT NORTH BOUNDARY ANNEXATION

LYING IN SECTION 19 AND 30 TWP 1 NORTH, RGE 1 EAST, UTE MERIDIAN  
AND SECTION 23 AND 24, TWP 1 NORTH, RGE 1 WEST, UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



### DESCRIPTION

The South 1/2 of the Northeast 1/4 of Section 23, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado.

### 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
- NO. NUMBER
- SQ. FT. SQUARE FEET
- ∠= CENTRAL ANGLE
- RAD. RADIUS
- AL. ARC LENGTH
- CHL. CHORD LENGTH
- CHB. CHORD BEARING
- BLK. BLOCK
- PB. PLAT BOOK
- BK. BOOK
- PG. PAGE
- MCSM. MESA COUNTY SURVEY MARKER

The Sketch and Description contained herein have been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

### AREA OF ANNEXATION

DESCRIPTION	ANNEXATION PERIMETER	CONTIGUOUS PERIMETER	AREA IN SQUARE FEET	AREA IN ACRES
S1/2 NE1/4 SEC. 23	7,902.31 FT.	3,951.68 FT.	3,469,384	79.646
LOTS 2 SEC. 24	3,840.29 FT.	2,234.36 FT.	605,116	13.892
LOT 3 SEC. 24, LOT 6 AND 8 SEC. 30, AND LOT 6 SEC. 19	10,924.18 FT.	6,357.54 FT.	3,152,798	72.378
LOTS 9 AND 11 SEC. 30	4805.16 FT.	2,799.91 FT.	948,346	21.771

### LEGEND

- ANNEXATION BOUNDARY —————
- EXISTING CITY LIMITS - - - - -



LINEAL UNITS USED HEREIN = U.S. SURVEY FOOT, AS ESTABLISHED

ORDINANCE NO. ????

EFFECTIVE DATE ?????

THIS IS NOT A BOUNDARY SURVEY

PRELIMINARY

Jodie L. Grein PLS No. 38075  
Professional Land Surveyor for the  
City of Grand Junction  
DATE: \_\_\_\_\_

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 herein.

DRAWN BY J.L.G. DATE 03-02-20  
DESIGNED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED BY J.L.G. DATE \_\_\_\_\_  
APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

SCALE  
1" = 200'

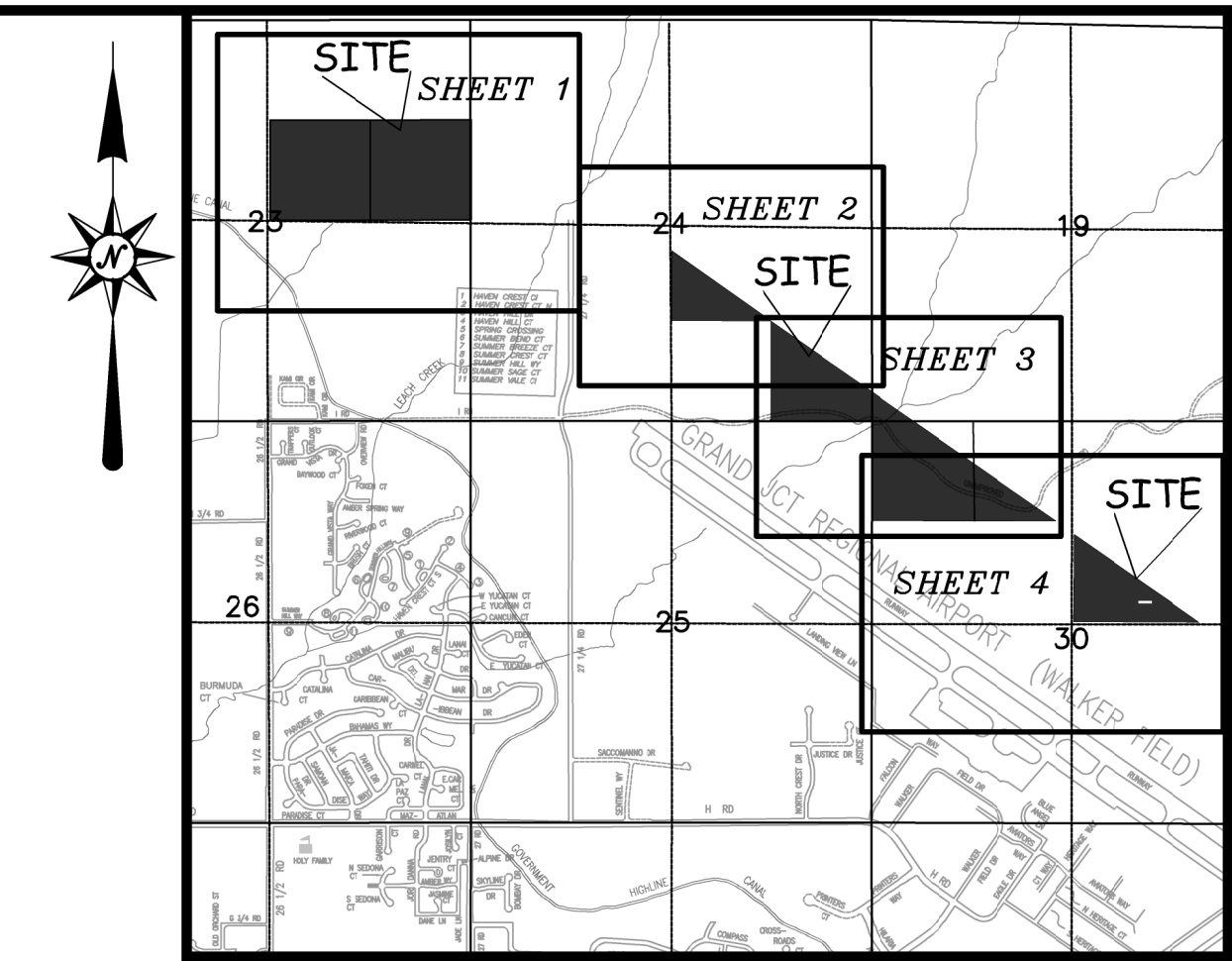
CITY OF  
**Grand Junction**  
COLORADO  
PUBLIC WORKS  
& PLANNING

PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

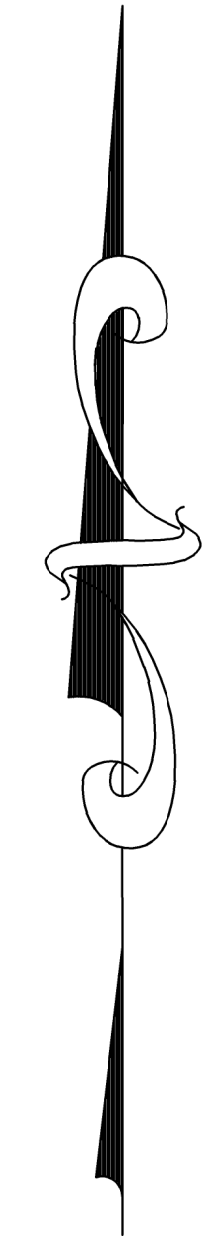
AIRPORT NORTH BOUNDARY  
ANNEXATION

# AIRPORT NORTH BOUNDARY ANNEXATION

LYING IN SECTION 19 AND 30 TWP 1 NORTH, RGE 1 EAST, UTE MERIDIAN  
AND SECTION 23 AND 24, TWP 1 NORTH, RGE 1 WEST, UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



- ABBREVIATIONS**
- P.O.C. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING
  - R.O.W. RIGHT OF WAY
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  - CHB. CHORD BEARING
  - BLK. BLOCK
  - PB. PLAT BOOK
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  - PG. PAGE
  - MCSM. MESA COUNTY SURVEY MARKER



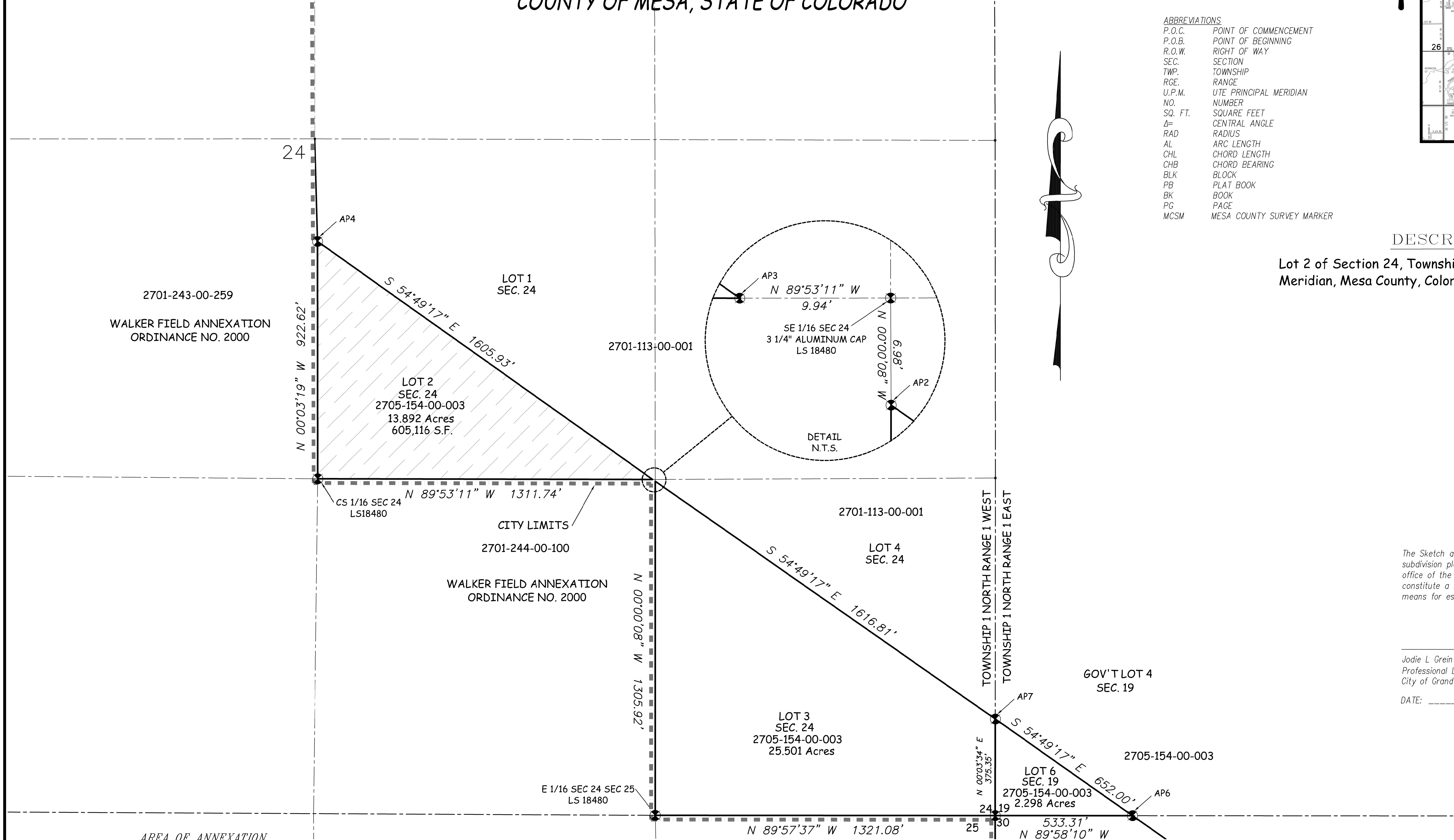
**DESCRIPTION**

Lot 2 of Section 24, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado.

The Sketch and Description contained herein have been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

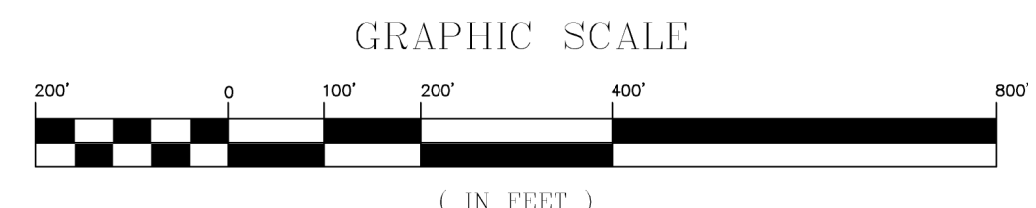
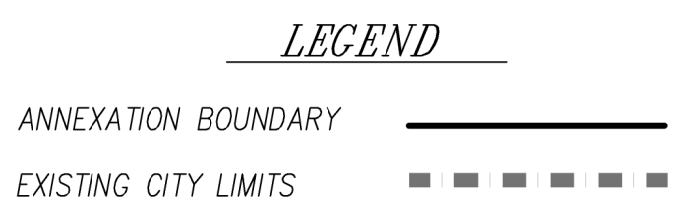
**PRELIMINARY**

Jodie L Grein PLS No. 38075  
Professional Land Surveyor for the  
City of Grand Junction  
DATE: \_\_\_\_\_



**AREA OF ANNEXATION**

DESCRIPTION	ANNEXATION PERIMETER	CONTIGUOUS PERIMETER	AREA IN SQUARE FEET	AREA IN ACRES
S1/2 NE1/4 SEC. 23	7,902.31 FT.	3,951.68 FT.	3,469,384	79.646
LOTS 2 SEC. 24	3,840.29 FT.	2,234.36 FT.	605,116	13.892
LOT 3 SEC. 24, LOT 6 AND 8 SEC. 30, AND LOT 6 SEC. 19	10,924.18 FT.	6,357.54 FT.	3,152,798	72.378
LOTS 9 AND 11 SEC. 30	4805.16 FT.	2,799.91 FT.	948,346	21.771



**ORDINANCE NO.**  
?????

**EFFECTIVE DATE**  
?????

THIS IS NOT A BOUNDARY SURVEY

**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 herein.

DRAWN BY J.L.G. DATE 03-02-20  
DESIGNED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED BY J.L.G. DATE \_\_\_\_\_  
APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

**SCALE**  
1" = 200'

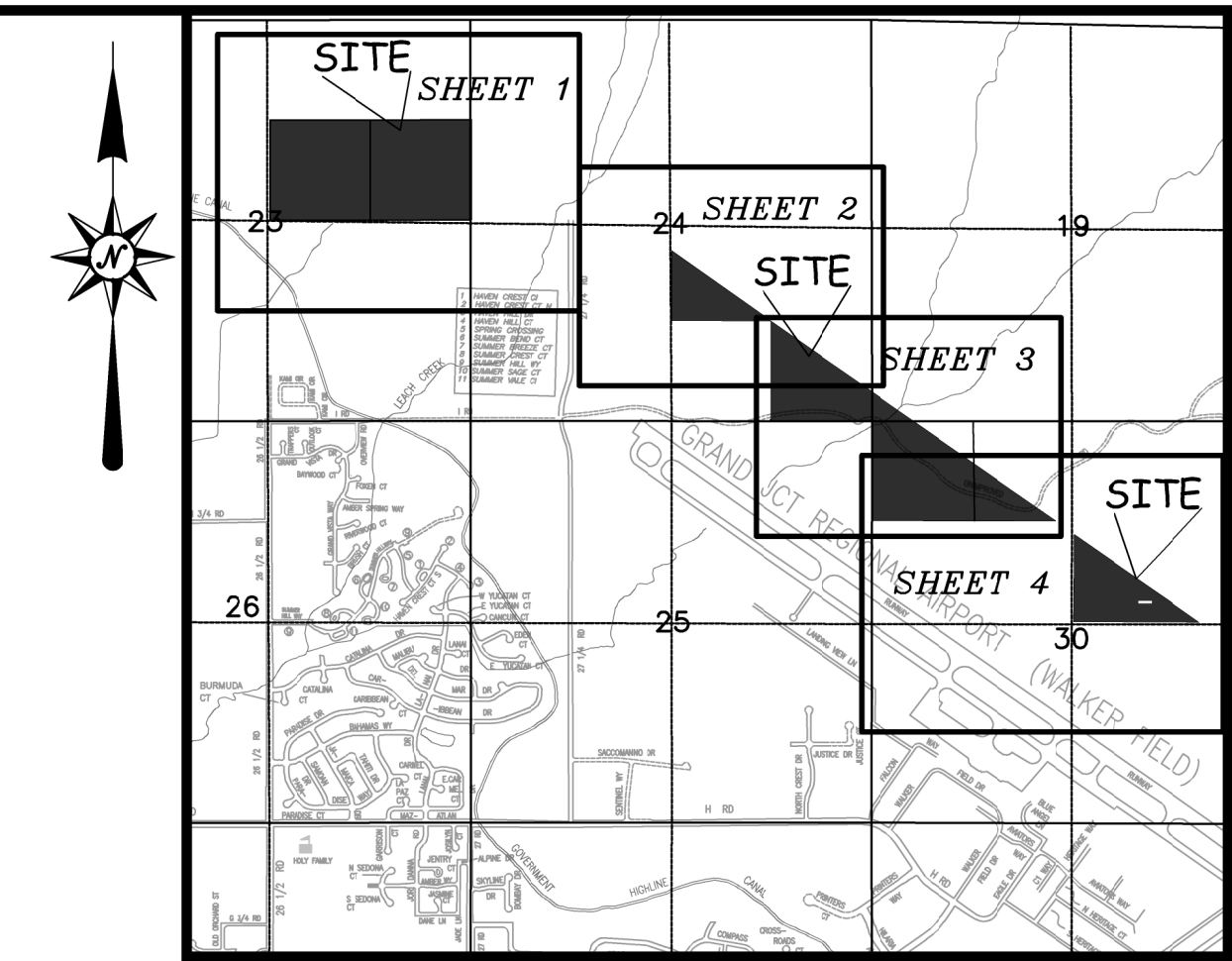


PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

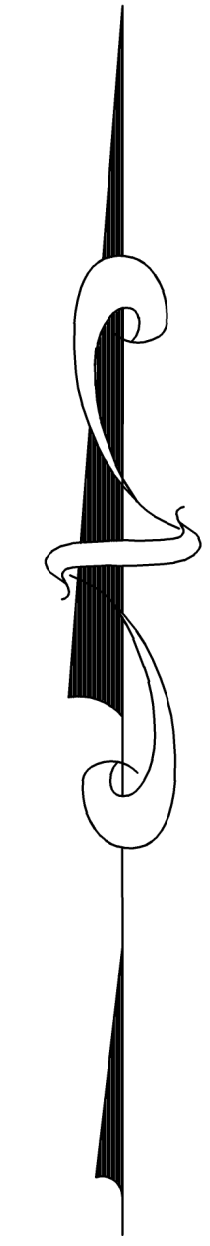
AIRPORT NORTH BOUNDARY  
ANNEXATION

# AIRPORT NORTH BOUNDARY ANNEXATION

LYING IN SECTION 19 AND 30 TWP 1 NORTH, RGE 1 EAST, UTE MERIDIAN  
AND SECTION 23 AND 24, TWP 1 NORTH, RGE 1 WEST, UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



- 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
  - NO. NUMBER
  - SQ. FT. SQUARE FEET
  - ∠= CENTRAL ANGLE
  - RAD. RADIUS
  - AL. ARC LENGTH
  - CHL. CHORD LENGTH
  - CHB. CHORD BEARING
  - BLK. BLOCK
  - PB. PLAT BOOK
  - BK. BOOK
  - PG. PAGE
  - MCSM. MESA COUNTY SURVEY MARKER



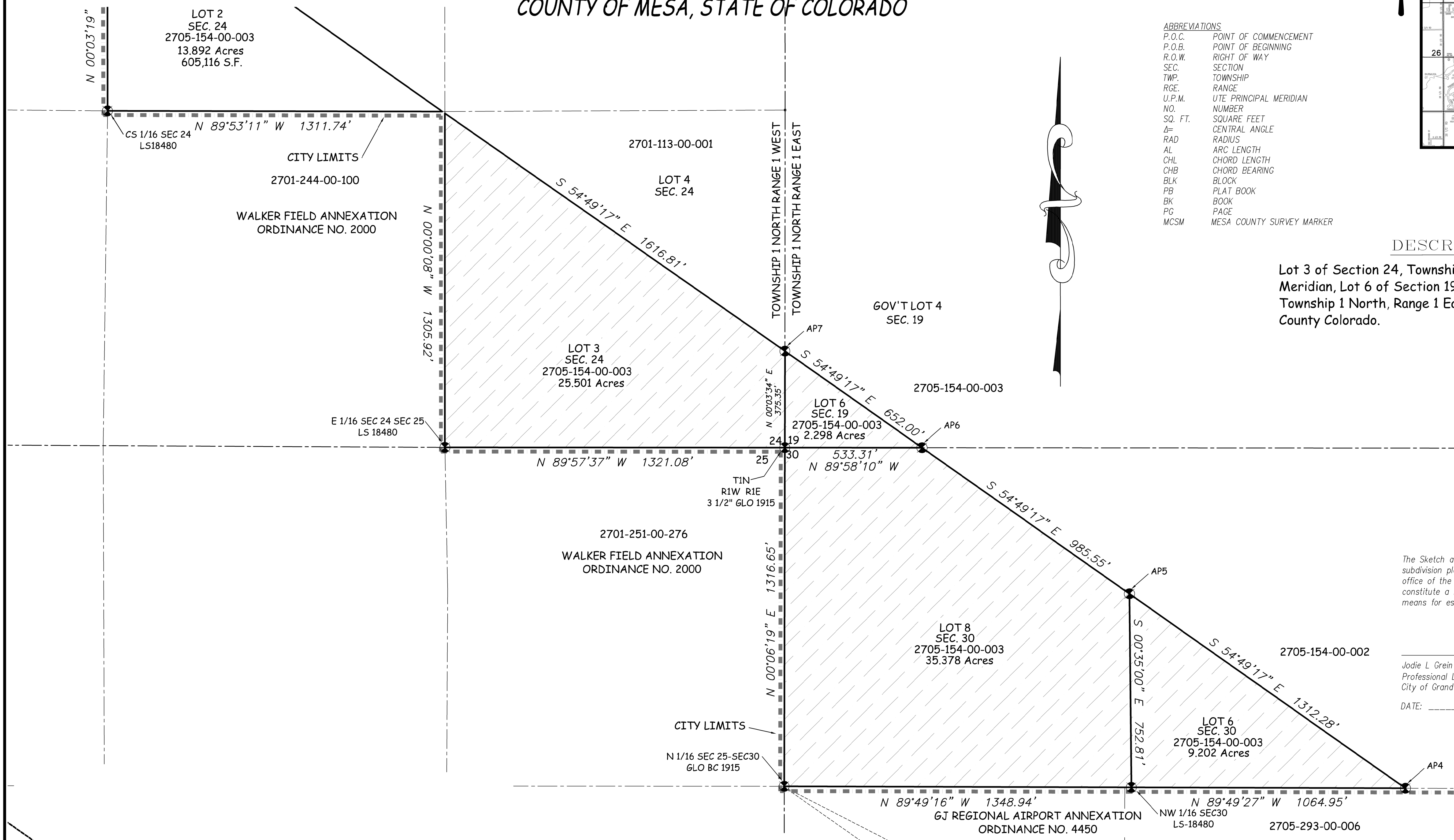
**DESCRIPTION**

Lot 3 of Section 24, Township 1 North, Range 1 West of the Ute Meridian, Lot 6 of Section 19, and Lots 6 and 8 of Section 30, Township 1 North, Range 1 East of the Ute Meridian, Mesa County Colorado.

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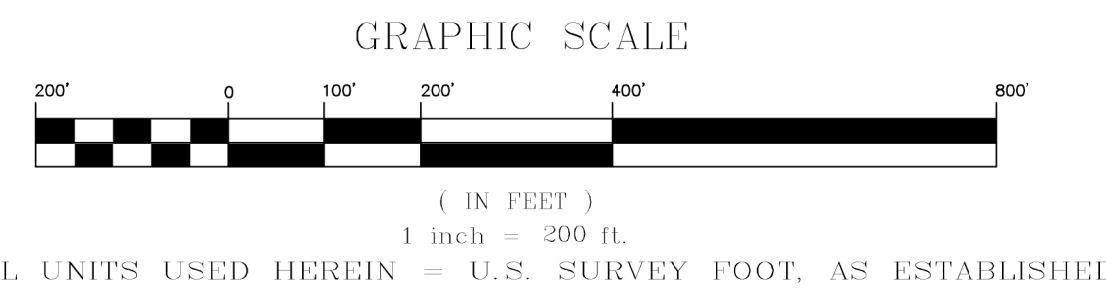
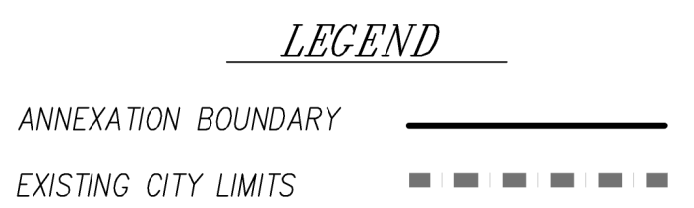
**PRELIMINARY**

Jodie L Grein PLS No. 38075  
Professional Land Surveyor for the  
City of Grand Junction  
DATE: \_\_\_\_\_



**AREA OF ANNEXATION**

DESCRIPTION	ANNEXATION PERIMETER	CONTIGUOUS PERIMETER	AREA IN SQUARE FEET	AREA IN ACRES
S1/2 NE1/4 SEC. 23	7,902.31 FT.	3,951.68 FT.	3,469,384	79.646
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LOTS 9 AND 11 SEC. 30	4805.16 FT.	2,799.91 FT.	948,346	21.771



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

**EFFECTIVE DATE** \_\_\_\_\_  
?????

**THIS IS NOT A BOUNDARY SURVEY**

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DRAWN BY J.L.G. DATE 03-02-20  
DESIGNED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED BY J.L.G. DATE \_\_\_\_\_  
APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

**SCALE**  
1" = 200'



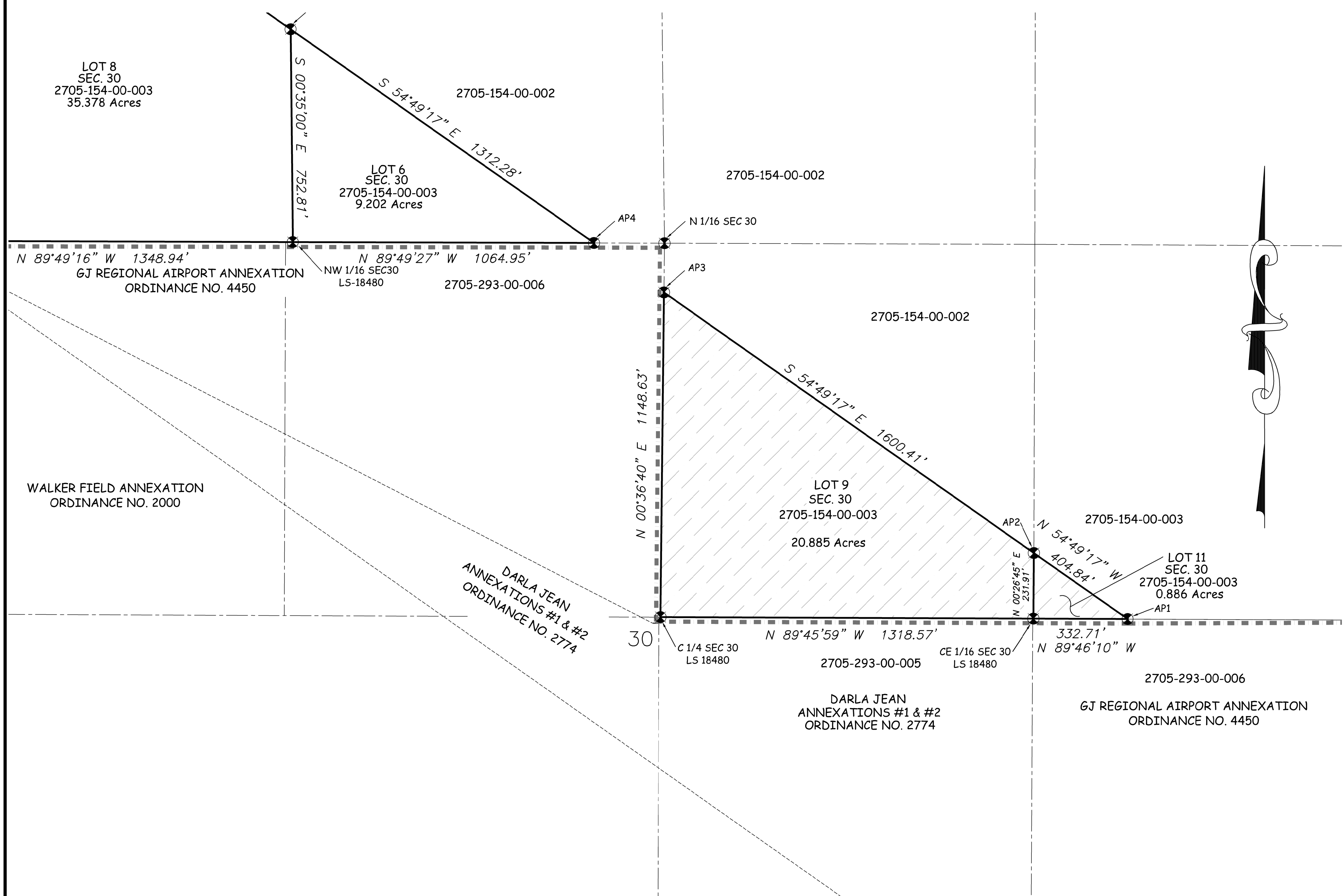
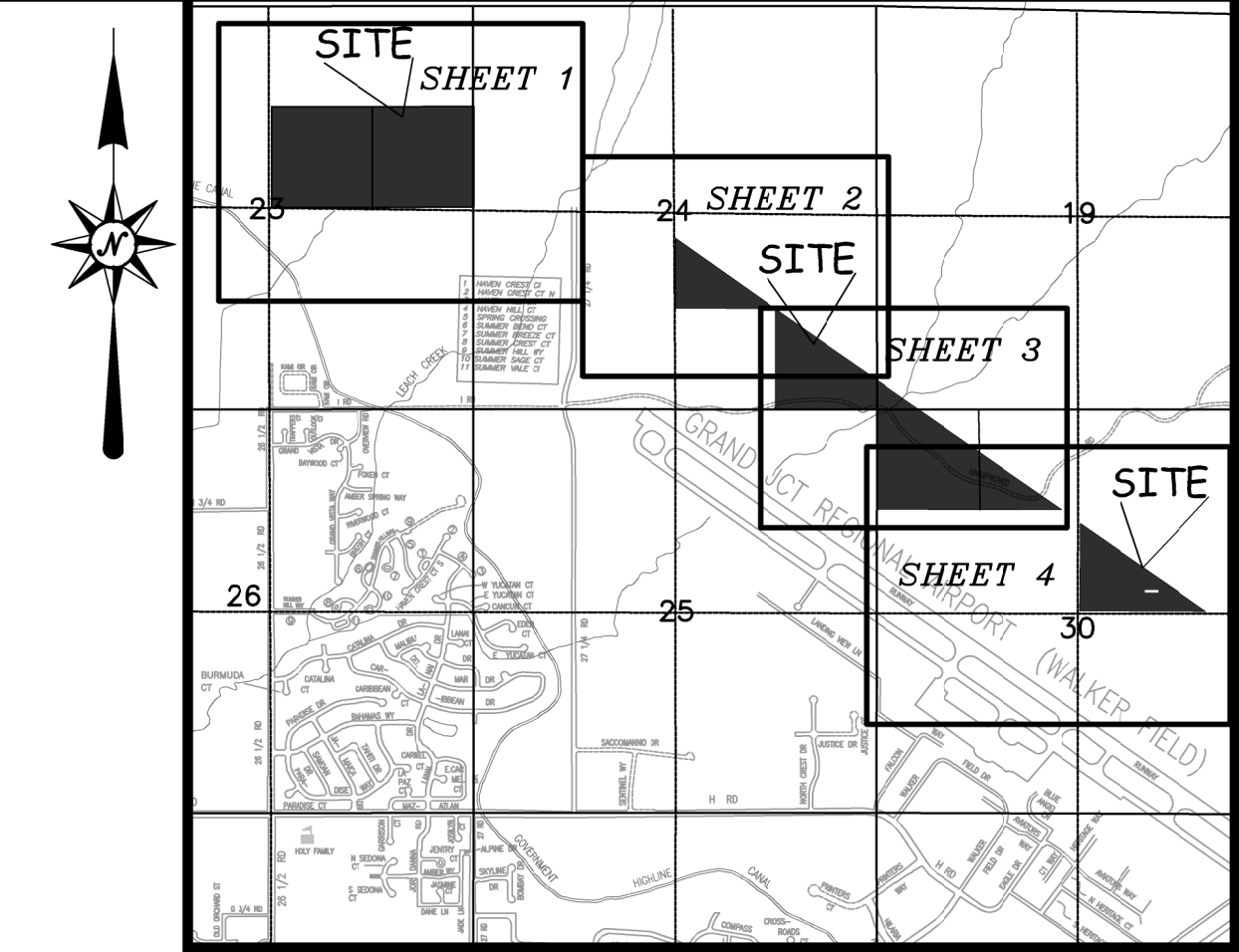
PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

AIRPORT NORTH BOUNDARY  
ANNEXATION



# AIRPORT NORTH BOUNDARY ANNEXATION

LYING IN SECTION 19 AND 30 TWP 1 NORTH, RGE 1 EAST, UTE MERIDIAN  
AND SECTION 23 AND 24, TWP 1 NORTH, RGE 1 WEST, UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



**DESCRIPTION**  
Lots 9 and 11 of Section 30, Township 1 North, Range 1 East of the Ute Meridian, Mesa County, Colorado.

- 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
  - NO. NUMBER
  - SQ. FT. SQUARE FEET
  - A= CENTRAL ANGLE
  - RAD. RADIUS
  - AL. ARC LENGTH
  - CHL. CHORD LENGTH
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  - PG. PAGE
  - MCSM. MESA COUNTY SURVEY MARKER

The Sketch and Description contained herein have been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

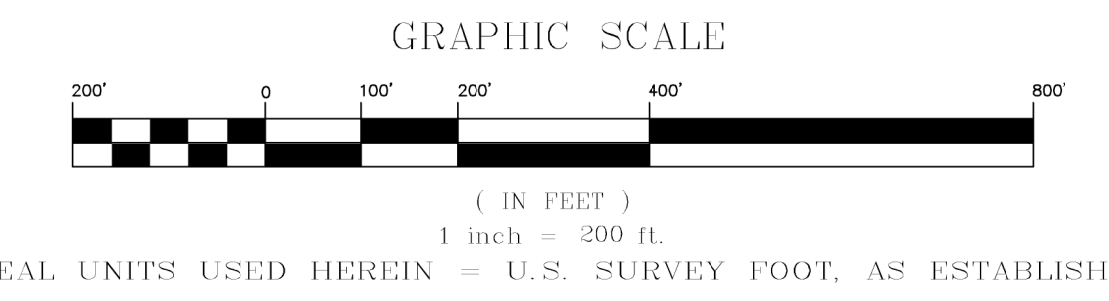
AREA OF ANNEXATION

DESCRIPTION	ANNEXATION PERIMETER	CONTIGUOUS PERIMETER	AREA IN SQUARE FEET	AREA IN ACRES
S1/2 NE1/4 SEC. 23	7,902.31 FT.	3,951.68 FT.	3,469,384	79.646
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LOTS 9 AND 11 SEC. 30	4805.16 FT.	2,799.91 FT.	948,346	21.771

**LEGEND**

ANNEXATION BOUNDARY —————

EXISTING CITY LIMITS - - - - -



ORDINANCE NO.  
?????

EFFECTIVE DATE  
?????

THIS IS NOT A BOUNDARY SURVEY

PRELIMINARY

Jodie L. Grein PLS No. 38075  
Professional Land Surveyor for the  
City of Grand Junction  
DATE: \_\_\_\_\_

**Notice:**  
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DRAWN BY J.L.G. DATE 03-02-20  
DESIGNED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED BY J.L.G. DATE \_\_\_\_\_  
APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

SCALE  
1" = 200'



PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

AIRPORT NORTH BOUNDARY  
ANNEXATION

**AIRPORT NORTH BOUNDARY ANNEXATION SCHEDULE**

<b>July 15, 2020</b>	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
<b>September 2, 2020</b>	Acceptance of Petition and Public Hearing on Annexation by City Council
<b>September 22, 2020</b>	Planning Commission considers Zone of Annexation
<b>October 7, 2020</b>	Introduction of a Proposed Ordinance on Zoning by City Council
<b>October 21, 2020</b>	Public Hearing on Zone of Annexation by City Council
<b>October 4, 2020</b>	Effective date of Annexation
<b>November 22, 2020</b>	Effective date of Zoning

**ANNEXATION SUMMARY**

<b>File Number:</b>	ANX-2020-283	
<b>Location:</b>	2828 Walker Field Drive (GJ Regional Airport)	
<b>Tax ID Numbers:</b>	2701-113-00-002 and 2705-154-00-003	
<b># of Parcels:</b>	2	
<b>Existing Population:</b>	0	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	0	
<b>Acres land annexed:</b>	187.69	
<b>Developable Acres Remaining:</b>	187.69	
<b>Right-of-way in Annexation:</b>	None	
<b>Previous County Zoning:</b>	AFT	
<b>Proposed City Zoning:</b>	PAD	
<b>Current Land Use:</b>	Vacant	
<b>Future Land Use:</b>	Airport	
<b>Values:</b>	<b>Assessed:</b>	\$1,780
	<b>Actual:</b>	\$1,780
<b>Address Ranges:</b>	Same as Grand Junction Regional Airport	
<b>Special Districts:</b>	<b>Water:</b>	Colorado River Water Conservancy
	<b>Library:</b>	Mesa County Library District
	<b>School:</b>	District 51

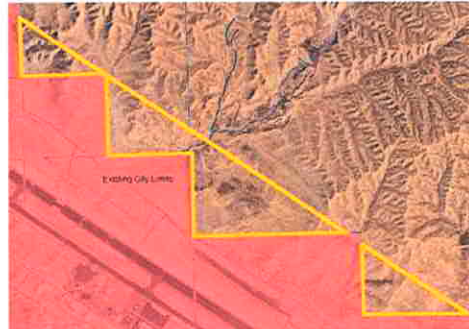
**AIRPORT NORTH BOUNDARY ANNEXATION  
PETITION FOR ANNEXATION**

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described parcels to the said City:

**GENERAL LOCATION:** Northern edge of Grand Junction Regional Airport property, most recently deed to the airport from the BLM

Tax ID # 2701-113-00-002

Tax ID #2701-113-00-002 and #2705-154-00-003



**PROPERTY DESCRIPTION**

Ute Principal Meridian, Colorado T. 1 N., R. 1 E., Sec 19, lot 6; Sec 30, lots 6,8,9 and 11 T. 1 N., R. 1 W., Sec 23, S1/2NE1/4; Sec 24, lots 2 and 3. Containing 188.04 acres.

This foregoing description describes the parcel; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, Airport North Boundary Annexation."

As grounds therefore, the petitioner respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limit lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of the signer and the date of signature are set forth hereafter opposite the name of the signer, and that the legal description of the property owned by the signer of said petition is attached hereto.

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

---

Grand Junction Regional Airport  
**NAME**

2828 Walker Field Drive, GJ, CO 81506  
**ADDRESS**

  
**SIGNATURE**

5/21/2020  
**DATE**

Angela Padalecki Executive Director  
Name and Title of person signing

(Airport North Boundary Annexation Petition)

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ACCEPTING A PETITION  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
MAKING CERTAIN FINDINGS,  
AND DETERMINING THAT PROPERTY KNOWN AS THE  
AIRPORT NORTH BOUNDARY ANNEXATION  
LOCATED AT 2828 WALKER FIELD DRIVE  
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 15<sup>th</sup> day of July, 2020, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**AIRPORT NORTH BOUNDARY ANNEXATION**

The South 1/2 of the Northeast 1/4 of Section 23, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado.

Lot 2 of Section 24, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado

Lot 3 of Section 24, Township 1 North, Range 1 West of the Ute Meridian, Lot 6 of Section 19, and Lots 6 and 8 of Section 30, Township 1 North, Range 1 East of the Ute Meridian, Mesa County, Colorado

Lots 9 and 11 of Section 30, Township 1 North, Range 1 East of the Ute Meridian, Mesa County, Colorado

Approximately 187.69 acres more or less.

WHEREAS, a hearing on the petition was duly held after proper notice on the 2<sup>nd</sup> day of September, 2020; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres

which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the 2<sup>nd</sup> day of September, 2020.

Attest:

\_\_\_\_\_  
President of the Council

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**AIRPORT NORTH BOUNDARY ANNEXATION**

**APPROXIMATELY 187.69 ACRES  
LOCATED NORTH-NORTHWEST OF THE GRAND JUNCTION REGIONAL AIRPORT  
AT PARCELS 2705-154-00-003 AND 2701-113-00-002**

**WHEREAS**, on the 15<sup>th</sup> day of July, 2020, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the 2<sup>nd</sup> day of September, 2020; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**AIRPORT NORTH BOUNDARY ANNEXATION**

The South 1/2 of the Northeast 1/4 of Section 23, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado.

Lot 2 of Section 24, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado

Lot 3 of Section 24, Township 1 North, Range 1 West of the Ute Meridian, Lot 6 of Section 19, and Lots 6 and 8 of Section 30, Township 1 North, Range 1 East of the Ute Meridian, Mesa County, Colorado

Lots 9 and 11 of Section 30, Township 1 North, Range 1 East of the Ute Meridian, Mesa County, Colorado

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

**INTRODUCED** on first reading on the 15<sup>th</sup> day of July 2020 and ordered published in pamphlet form.

**ADOPTED** on second reading the 2<sup>nd</sup> day of September 2020 and ordered published in pamphlet form.

---

President of the Council

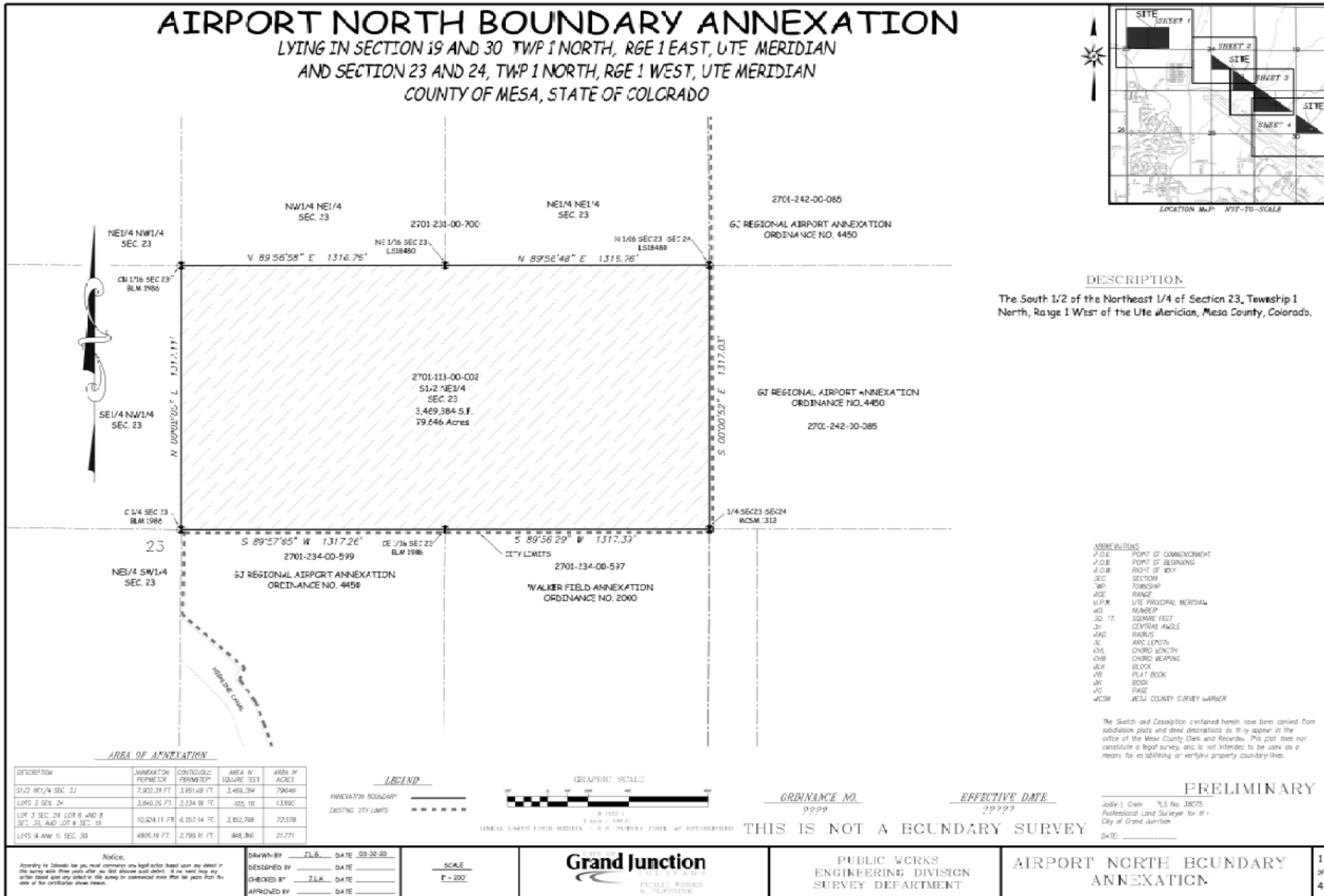
Attest:

---

City Clerk

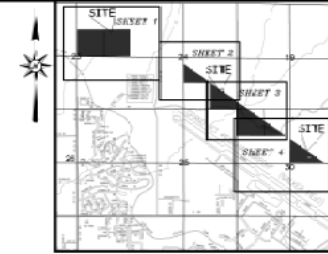


Exhibit A



# AIRPORT NORTH BOUNDARY ANNEXATION

LYING IN SECTION 19 AND 30 TWP 1 NORTH, R&E 1 EAST, UTE MERIDIAN  
AND SECTION 23 AND 24, TWP 1 NORTH, R&E 1 WEST, UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



- ABBREVIATIONS
- P.O.C. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING
  - P.O.M. POINT OF MONUMENT
  - SEC. SECTION
  - TOWNSHIP TOWNSHIP
  - R&E. RANGE
  - UTM. UTE MERIDIAN
  - W.M. WALKER MERIDIAN
  - SQ. FT. SQUARE FEET
  - AC. ACRES
  - RAD. RADIUS
  - ARC LENGTH
  - CHORD LENGTH
  - CHORD BEARING
  - SLOPE
  - 3/4" B.C. 3/4" BENCH MARK
  - B.M. BENCH MARK
  - W.M. WALKER MERIDIAN
  - M.C.S. MESA COUNTY SURVEY MARKER

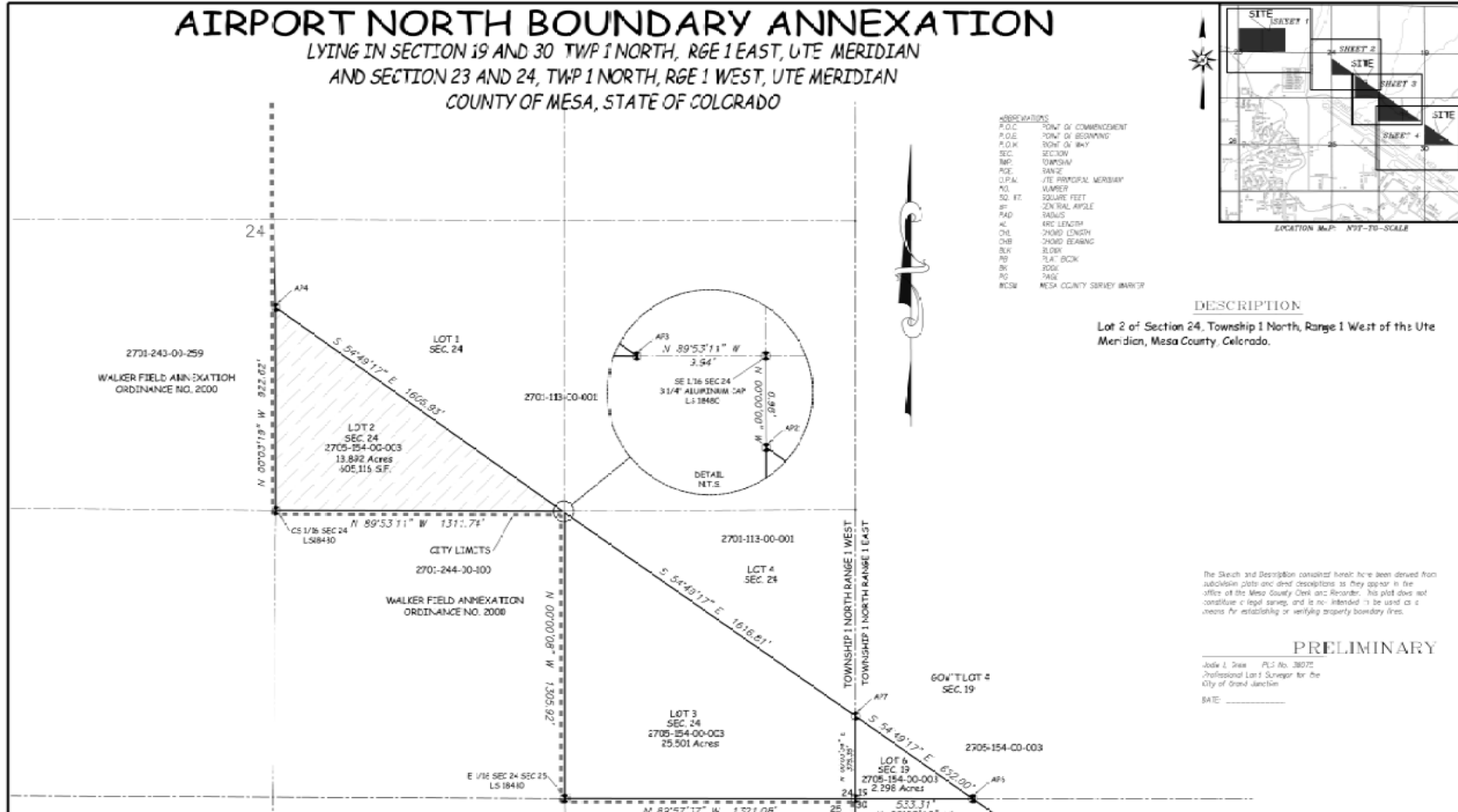
## DESCRIPTION

Lot 2 of Section 24, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado.

The Sketch and Description contained herein have been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. No plat does not constitute a legal survey and is not intended to be used as a means for establishing or verifying property boundary lines.

## PRELIMINARY

Jodie L. Sisk P.L.S. No. 38077  
Professional Land Surveyor for the  
City of Grand Junction  
DATE \_\_\_\_\_



AREA OF ANNEXATION

DESCRIPTION	ANNEXATION PERMITS	CONTINGENT PERMITS	AREA IN SQUARE FEET	AREA IN ACRES
LOT 1 SEC. 24	7,002.37	0	1,609,384	36.64
LOT 2 SEC. 24	3,840.28	0	865,516	19.70
LOT 3 SEC. 24, LOT 6 ANNEXATION SEC. 20, AND LOT 6 SEC. 19	10,824.00	0	2,452,788	55.93
LOTS 1 AND 11 SEC. 30	480.18	0	108,140	2.45



ORDINANCE NO. \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_  
9999 9999

THIS IS NOT A BOUNDARY SURVEY

Notice:  
According to Colorado law you must commence any legal action based upon this plat within 90 days after this plat is filed with the county clerk. If you want more time, you must file a motion with the court to extend the time for filing a lawsuit. This plat is not a warranty of title and does not constitute an offer of insurance.

DRAWN BY: T.L.S. DATE: 03-28-20  
DESIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CHECKED BY: T.L.S. DATE: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SCALE  
1" = 200'

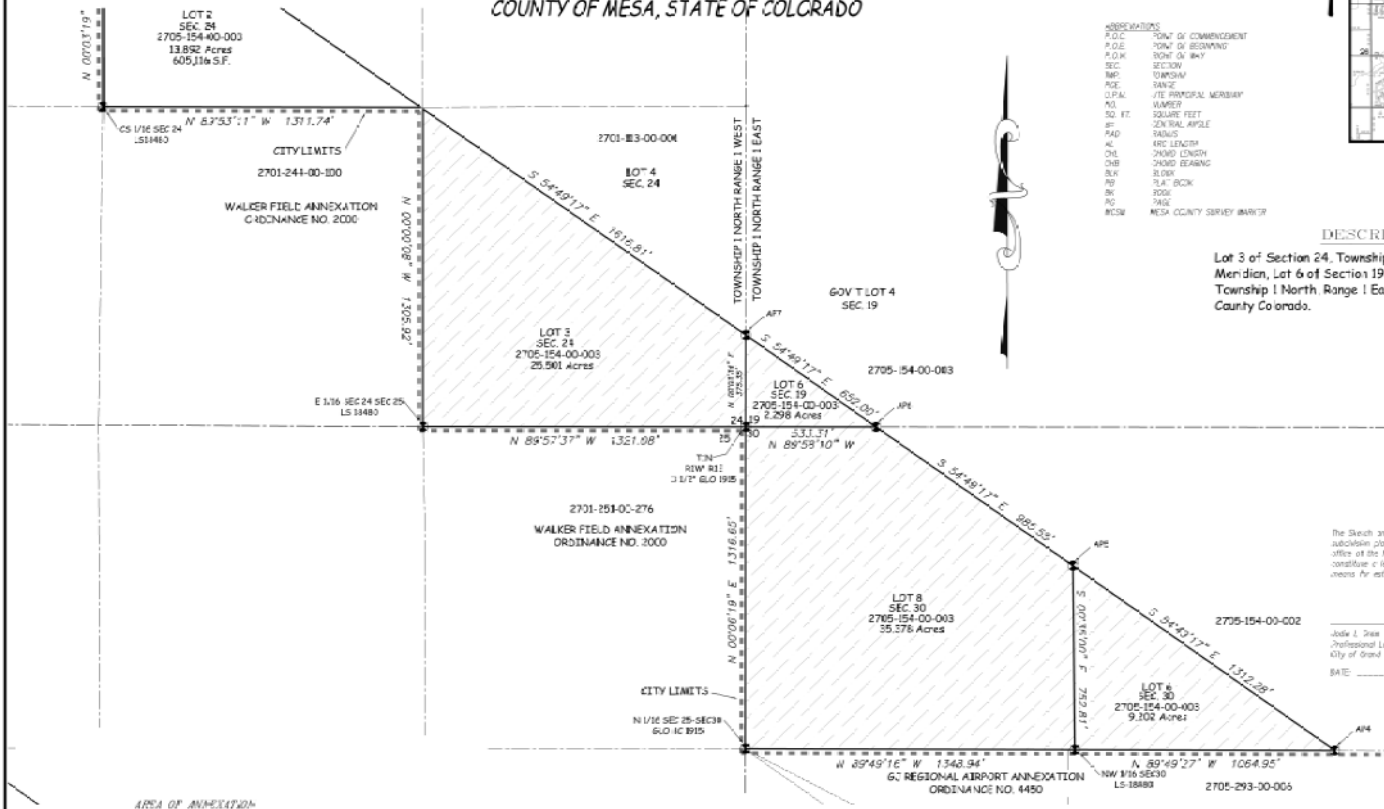
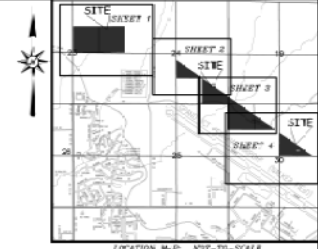
**Grand Junction**  
PUBLIC WORKS DIVISION

PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

AIRPORT NORTH BOUNDARY  
ANNEXATION

# AIRPORT NORTH BOUNDARY ANNEXATION

LYING IN SECTION 19 AND 30 TWP 1 NORTH, RGE 1 EAST, UTE MERIDIAN  
AND SECTION 23 AND 24, TWP 1 NORTH, RGE 1 WEST, UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



- ABBREVIATIONS**
- P.O.C. POINT OF COMMENCEMENT
  - P.O.E. POINT OF BEGINNING
  - P.O.B. POINT OF BEGINNING
  - SEC. SECTION
  - IMP. IMPROVEMENT
  - PL. PLANT
  - UT. UTE MERIDIAN
  - NO. NUMBER
  - SQ. FT. SQUARE FEET
  - INT. INTERIOR ANGLE
  - RAD. RADIUS
  - ARC LENGTH
  - CH. CHORD
  - CHORD BEARING
  - BLK. BLOCK
  - PL. PLANT
  - ROW. RIGHT OF WAY
  - PG. PAGE
  - RES. MESA COUNTY SURVEY (MAY 1979)

**DESCRIPTION**

Lot 3 of Section 24, Township 1 North, Range 1 West of the Ute Meridian, Lot 6 of Section 19, and Lots 6 and 8 of Section 30, Township 1 North, Range 1 East of the Ute Meridian, Mesa County Colorado.

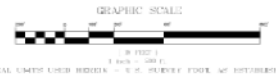
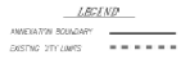
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**PRELIMINARY**

John L. Shaw P.L.S. No. 38072  
Professional Land Surveyor for the  
City of Grand Junction  
DATE: \_\_\_\_\_

**AREA OF ANNEXATION**

DESCRIPTION	ANNEXATION	CITY LIMITS	AREA IN ACRES
1/2 SEC 24	2,802.27	1,951.68	750.68
1/2 SEC 24	3,840.29	2,224.36	1,615.93
1/2 SEC 24, LOT 6 AND 8 SEC. 30, AND LOT 6 SEC. 19	10,204.18	6,352.54	3,851.64
1/2 SEC. 30 AND 1/2 SEC. 30	4,825.14	2,799.91	2,025.23



ORDINANCE NO. 9999  
EFFECTIVE DATE 9999

THIS IS NOT A BOUNDARY SURVEY

**Notice:**  
According to Colorado law you must commence any legal action based upon any claim in this survey within three years after the date of this survey. If you need help, you will find it in the Colorado Surveying Act, which is available in the office of the Surveyor General.

Drawn by: T.L.S. DATE: 03-28-20  
Designed by: DATE: \_\_\_\_\_  
Checked by: J.L.S. DATE: \_\_\_\_\_  
Approved by: DATE: \_\_\_\_\_

SCALE  
1" = 200'

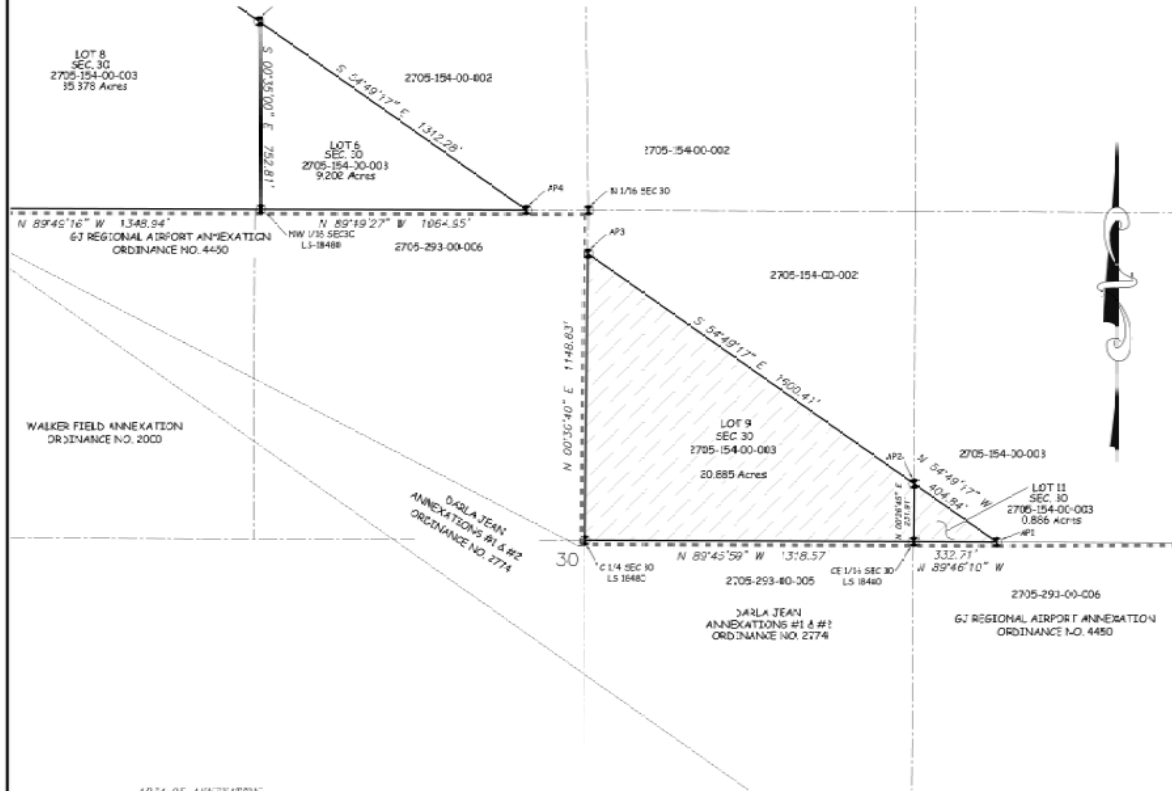
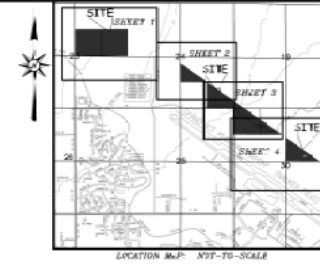


PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

AIRPORT NORTH BOUNDARY  
ANNEXATION

# AIRPORT NORTH BOUNDARY ANNEXATION

LYING IN SECTION 19 AND 30 TWP 1 NORTH, RGE 1 EAST, UTE MERIDIAN  
AND SECTION 23 AND 24, TWP 1 NORTH, RGE 1 WEST, UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



**DESCRIPTION**  
Lots 9 and 11 of Section 30, Township 1 North, Range 1 East of the Ute Meridian, Mesa County, Colorado.

- ABBREVIATIONS**
- V.O.B. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING
  - R.O.B. RIGHT OF WAY
  - SEC. SECTION
  - TWP. TOWNSHIP
  - RANGE RANGE
  - UTM UTE MERIDIAN
  - ACR. ACRES
  - SQ. FT. SQUARE FEET
  - CVY. ANG. COUNTRY ANGLE
  - RAD. RADIUS
  - ARC LENG. ARC LENGTH
  - CH. CHORD LENGTH
  - CHB. CHORD BEARING
  - BLK. BLOCK
  - PL. PLAT BOOK
  - BS. BOOK
  - PAGE PAGE
  - W.C.M. MESA COUNTY SURVEY MARKER

The Sketch and Description contained herein have been carried from subdivision plans and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey and is not intended to be used as a means for establishing or verifying property boundaries.

**AREA OF ANNEXATION**

DESCRIPTION	ANNEXATION FORMER	CONV. TO	AREA IN SQUARE FEET	AREA IN ACRES
S 1/2 NE 1/4 SEC. 30	7,982.25 FT.	8,851.89 FT.	3,163,194	72.696
LOTS 9 AND 11 SEC. 30	5,980.29 FT.	7,254.26 FT.	603,116	13.886
LOT 3 SEC. 24 LOT 6 AND 8 SEC. 28 AND 07 & SEC. 19	10,024.0 FT.	6,357.94 FT.	3,152,398	72.319
LOTS 9 AND 11 SEC. 30	4,805.16 FT.	2,799.81 FT.	948,446	21.771



**ORDINANCE NO.**  
?????

**EFFECTIVE DATE**  
?????

**PRELIMINARY**

Joely L. Owen 13.5 Mo. 38075  
Professional Land Surveyor for the  
City of Grand Junction

DATE: \_\_\_\_\_

**Notice.**  
According to Colorado law, you must consent any legal action based upon any defect in this survey upon three months after you first receive this plat. If you need any legal action based upon any defect in this survey in connection with this plat, you must file for the plat of this certificate three months.

**DRAWN BY** T.L.E. **DATE** 03-28-20

**DESIGNED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**CHECKED BY** T.L.E. **DATE** \_\_\_\_\_

**APPROVED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SCALE**  
1" = 100'



**PUBLIC WORKS ENGINEERING DIVISION SURVEY DEPARTMENT**

**AIRPORT NORTH BOUNDARY ANNEXATION**



## Grand Junction City Council

### Regular Session

Item #6.b.i.

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**Meeting Date:** September 2, 2020

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

**Department:** City Attorney

**Submitted By:** John Shaver

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### **Information**

#### **SUBJECT:**

An Ordinance to Amend Chapter 8.20 and Chapter 9.04 of the Grand Junction Municipal Code by Increasing the Distance Requirements for Smoking in Entryways from 15 Feet to 25 Feet, Prohibiting Smoking in Hotels and Motels and Changing the Regulation of Tobacco Products by Amending the Term "Minor" to "Minimum Legal Sale Age", Increasing the Minimum Age for Purchase/Sale of Tobacco from 18 to 21, and Removal of the Provision that Punishes the Purchase, Use, or Possession of Tobacco Products by Persons Under the Minimum Legal Sale Age

#### **RECOMMENDATION:**

City Council consideration of and approval of the amendment to the Grand Junction Municipal Code.

#### **EXECUTIVE SUMMARY:**

An ordinance to amend Chapter 8.20 of the Grand Junction Municipal Code in an effort to be consistent with House Bill 19-1076 and the amendments to the *Colorado Clean Indoor Air Act* by changing the definition of "entryway" from 15 feet to 25 feet and disallowing smoking in all hotel and motel rooms.

An ordinance to amend Chapter 9.04 of the Grand Junction Municipal Code in an effort to be consistent with Public Law 116-94 and the amendments to the Federal Food, Drug, and Cosmetic Act by changing the term "minor" to "minimum legal sales age" and amending the minimum age for the sale/purchase of tobacco products from 18 to 21.

An ordinance to amend Chapter 9.04 in an effort to be consistent with HB 20-1001, HB

19-1076 and Public Law 116-94 and at the request of the Mesa County Health Department by striking Section 210(b) regarding the possession, consumption or use of tobacco products by persons under the legal sale age.

**BACKGROUND OR DETAILED INFORMATION:**

House Bill 19-1076 updated the *Colorado Clean Indoor Air Act* ("CCIAA") by increasing the protections available to the public for involuntary exposure to emissions from secondhand smoke and electronic smoking devices in areas open to the public. The purpose of the revisions was to preserve and improve the health, comfort and environment of the people in the state by protecting the right of people to breath clean, smoke-free air.

The definition of "entryway" was amended to increase the radius outside the doorway of a public or private property from 15 feet to 25 feet. The law provides that local authorities may determine the specified radius for entryways in its jurisdiction. Chapter 8.20 of the Grand Junction Municipal Code ("GJMC") presently defines the entryway radius as 15 feet. This ordinance amends the GJMC to define an entryway radius to uniformly be 25 feet.

Chapter 8.20 of the GJMC allows smoking in twenty five percent of the rooms available in hotels and motels. This ordinance amends the GJMC to be consistent with the CCIAA by disallowing smoking in all hotel and motel rooms. Nothing in this ordinance is intended to inhibit a person's ability to take medicine using an inhaler or a similar device, nor to prevent an employer or business owner from making reasonable accommodation for the medical needs of an employee, customer, or other person in accordance with the Americans with Disabilities Act.

Public Law 116-94 known as the *Further Consolidated Appropriations Act 2020* amends Section 906(d) of the Federal Food, Drug and Cosmetic Act (21 U.S.C. 387f(d)) increasing the minimum age for any retailer to sell tobacco products from 18 to 21 years of age. Chapter 9.04 of the GJMC currently defines "minor" as a person under the age of 18. This ordinance amends the GJMC to be consistent with the federal requirements by changing the term "minor" to "minimum legal sales age" and amends the minimum age for the sale/purchase of tobacco products from 18 to 21.

On July 14, 2020 Governor Polis signed HB 20-1001 concerning nicotine product regulation and as provided by that law, HB 19-1076 and Public Law 116-94 and a request from the Mesa County Health Department, this ordinance is being proposed to integrate various provisions of law.

This ordinance amends the GJMC by striking Section 210(b) of Chapter 9.04 regarding the possession, consumption or use of tobacco products by persons under the legal sale age. According to research by the *Campaign for Tobacco Free Kids*, youth

purchase, use, or possession ("PUP") laws are ineffective in reducing youth tobacco use. Mesa County Health and the *Campaign for Tobacco Free Kids* assert that a) purchase, use or possession laws can inappropriately shift the responsibility for underage tobacco use from the tobacco industry and retailers to young persons; b) young people often become addicted to tobacco products because of aggressive marketing by the tobacco industry; and c) penalizing youth could deter them from seeking support for cessation. This ordinance proposes amendment of the GJMC by deletion of the provisions that punish the purchase, use, or possession of tobacco products by persons under the minimum legal sales age.

**FISCAL IMPACT:**

Decrease in revenue from fines assessed in the Municipal Court for punishment of violating the sale, possession and consumption of tobacco by a person under the minimum sale age. Decrease in revenue is minimal based on violations issued.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 4954, an ordinance to amend Chapter 8.20 regarding smoking in workplaces to increase the distance requirements for smoking near entryways and to prohibit smoking in hotels and motels and to amend Chapter 9.04 regarding the regulation of tobacco products by changing the term "minor" to "minimum legal sale age", increasing the minimum legal sale age from 18 to 21 and removing terms relating to the possession, consumption and use of tobacco products by persons under the legal sale age on final passage and order final publication in pamphlet form.

**Attachments**

1. ORD-Tobacco Cleanup - 080420





41 On July 14, 2020 Governor Polis signed HB 20-1001 concerning nicotine product  
42 regulation and as provided by that law, HB19-1076 and Public Law 116-94 and a request  
43 from the Mesa County Health Department, this ordinance is being proposed to integrate  
44 the various provisions of law.

45 Furthermore, the ordinance amends the GJMC by striking §(b) of Chapter 9.04.210  
46 regarding the possession, consumption or use of tobacco products by persons under the  
47 legal sale age.

48 According to research by the *Campaign for Tobacco Free Kids* youth purchase, use, or  
49 possession (“PUP”) laws are ineffective in reducing youth tobacco use. Mesa County  
50 Health and the *Campaign for Tobacco Free Kids* assert that a) purchase, use or  
51 possession laws can inappropriately shift the responsibility for underage tobacco use from  
52 the tobacco industry and retailers to young persons’; b) young people often become  
53 addicted to tobacco products because of aggressive marketing by the tobacco industry;  
54 and, c) penalizing youth could deter them from seeking support for cessation. This  
55 ordinance proposes amendment of the GJMC by the deletion of provisions that punish  
56 the purchase, use, or possession of tobacco products by persons under the minimum  
57 legal sales age.

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

60 Chapter 8.20 shall be amended and revised as follows (additions shown in **bold print**  
61 and deletions marked with ~~strike-through~~):

62 **CHAPTER 8.20 SMOKING IN WORKPLACES AND PUBLIC PLACES**

63

64 **8.20.020 Smoking in workplaces and public places.**

65

66 (a) Definitions. The following words and phrases, whenever used in this section, shall  
67 have the following meanings:

68 *Bar* means an area which is devoted to the serving of alcoholic beverages for  
69 consumption by guests on the premises and in which the serving of food is only  
70 incidental to the consumption of such beverages.

71 *Bingo hall* means any enclosed area used for the management, operation or conduct of  
72 a game of bingo by any organization holding a license to manage, operate or conduct  
73 games of bingo pursuant to Colorado law and in which food service for consumption on  
74 the premises is incidental to the games of bingo.

75 *Bowling alley* means a business open to the public which offers the use of bowling  
76 lanes, typically equipped with operable automatic pin setting apparatus and in which

77 food service for consumption on the premises is incidental to bowling and related  
78 activities.

79 *Business* means any sole proprietorship, partnership, joint venture, corporation or other  
80 entity formed for profit-making or nonprofit purposes, including retail establishments  
81 where goods or services are sold, as well as professional corporations and limited  
82 liability companies. *Business* includes entities where legal, accounting, financial,  
83 planning, medical, dental, engineering, architectural or other services are delivered.

84 *Electronic smoking device* means an electric or battery-operated device, which can be  
85 used to deliver substances, including but not limited to, nicotine, tobacco, or marijuana,  
86 to the person using such device. Electronic smoking devices shall include, without  
87 limitation, electronic cigarettes, cigars, cigarillos, pipes, and hookahs.

88 *Employee* means any person whether such person is referred to as an employee,  
89 contractor, independent contractor, volunteer or by any other designation who:

90 (1) Performs any type of work for benefit of another in consideration of direct  
91 or indirect wages or profit; or

92 (2) Provides uncompensated work or services to a business or nonprofit entity.

93 *Employer* means any person, partnership, association, corporation, or nonprofit entity  
94 that employs one or more persons.

95 *Enclosed area* means all space between a floor and ceiling within a structure or building  
96 which is closed in on all sides by solid walls, doors or windows which extend from the  
97 floor to the ceiling.

98 *Indoor area* means any enclosed area or portion thereof. The opening of windows or  
99 doors, or the temporary removed of wall panels, does not convert an indoor area to an  
100 outdoor area.

101 *Lighted* means to illuminate by electricity, battery or fire; to ignite by electricity, battery  
102 or fire; to burn by electricity, battery or fire; or to emit light by electricity, battery or fire.

103 *Marijuana* (which may alternatively be spelled as "*marihuana*") shall have the same  
104 meaning as set forth in Article XVIII, Section 16 of the Colorado Constitution or as may  
105 be more fully defined in any applicable State law or regulation.

106 *Person* means a natural person or any entity or business recognized by law or formed  
107 to do business of any sort.

108 *Place of employment* means any indoor place and any public place or portion thereof  
109 under the control of an employer in which employees of the employer perform services  
110 for, or on behalf of, the employer.

111 *Private club* means any establishment which restricts admission to members of the club  
112 and their guests. See *Public place*.

113 *Private function* means any activity which is restricted to invited guests in a nonpublic  
114 setting and to which the general public is not invited.

115 *Public meetings* means any meeting open to the public pursuant to Part 4 of Article 6 of  
116 Title 24, C.R.S., or any other applicable law.

117 *Public place* means any area to which the public is invited or in which the public is  
118 permitted, including but not limited to banks, educational facilities, schools, health  
119 facilities, laundromats, public transportation facilities including bus stations and stops,  
120 taxis, shelters, airports, train stations, reception areas, restaurants, retail food  
121 production and marketing/grocery establishments, retail service establishments, retail  
122 stores, theaters and waiting rooms. A private club is considered a *public place* when  
123 functions are held at the club which are open to the general public and are not restricted  
124 to the members of the club. A private residence is not a *public place* except during times  
125 when it is being used as a child care, adult care or health care facility.

126 *Restaurant* means a business in which the principal business is the sale of food or  
127 meals prepared on-site, typically for consumption on-site. Examples of restaurants,  
128 without limitation, are coffee shops, cafeterias, sandwich stands, private or public school  
129 or other cafeterias, and other eating establishments which give or offer food for sale to  
130 the public, guests, or employees, as well as kitchens in which food is prepared on the  
131 premises for serving elsewhere, including catering facilities.

132 *Retail tobacco store* means a business utilized primarily for the sale of tobacco and  
133 accessories and in which the sale of other products is incidental.

134 *Service line* means any indoor or outdoor line at which one or more persons are waiting  
135 for or receiving service of any kind, whether or not such service involves the exchange  
136 of money.

137 *Smoke* or *smoking* means and includes, but is not limited to:

138 1) the carrying or possession of smoking instrument in one's mouth for the purpose  
139 of inhaling or exhaling smoke or vapor or blowing smoke rings;

- 140 2) the placing of a lighted smoking instrument in an ashtray or other receptacle, and  
141 allowing smoke or vapor to diffuse in the air;
- 142 3) the possession, carrying or placing of a lighted smoking instrument in one's  
143 hands or any appendage or device and allowing smoke or vapor to diffuse in the  
144 air; or  
145
- 146 4) the inhaling or exhaling of smoke or vapor from a lighted smoking instrument.

147 *Smoking instrument* means an instrument of any kind which can be used to deliver  
148 substances, including but not limited to nicotine, tobacco, or marijuana, to the person  
149 using such instrument. Smoking instrument shall include, without limitation, cigarettes,  
150 cigars, cigarillos, pipes and hookahs. Smoking instrument shall specifically include  
151 electronic smoking devices.

152 *Smoke-free* means that air in an enclosed area is free from smoke caused by smoking.

153 *Sports arena* means sports pavilions, gymnasiums, health spas, boxing arenas,  
154 swimming pools, roller and ice rinks, bowling alleys and other similar places where  
155 members of the general public assemble either to engage in physical exercise,  
156 participate in athletic competition, or witness sports events.

157 *Structure* is defined in the International Building Code, including the International  
158 Residential Code, ("IBC") as adopted by the City from time to time. The term *structure*  
159 includes the term *building*, also defined by the IBC.

160 *Tobacco* is defined in § [25-14-203\(17\)](#), C.R.S.

161 *Work area* means an enclosed area in which one or more employees are routinely  
162 assigned and perform services for or on behalf of the employer.

163 (b) Application to City Property. All enclosed areas and motor vehicles that are owned  
164 or leased by the City shall be subject to the provisions of this section as though such  
165 areas and vehicles were public places.

166 (c) Prohibition of Smoking in Public Places and Indoor Areas.

167 (1) Except as provided herein, smoking shall be prohibited in all public places  
168 and indoor areas within the City, including, but not limited to, the following:

169 (i) Elevators.

170 (ii) Restrooms, lobbies, reception areas, hallways and any other common-  
171 use areas.

- 172 (iii) Buses, taxicabs, other means of public transit while operating within  
173 the City limits, and ticket, boarding and waiting areas of public transit  
174 systems including stops, bus benches, shelters and depots.
- 175 (iv) Service lines.
- 176 (v) Retail stores.
- 177 (vi) All areas available to and customarily used by the public in all  
178 businesses and nonprofit entities patronized by the public, including, but not  
179 limited to, professional and other offices, banks, and laundromats.
- 180 (vii) Restaurants and bars except that smoking is allowed in outdoor  
181 seating areas of restaurants and bars that are not enclosed and are not  
182 under a roof or a projection of a roof as defined by the IBC as a *roof*  
183 *assembly*, such as patios, and any person smoking is at least ~~15~~ **25** feet  
184 from the front or main doorway.
- 185 (viii) Aquariums, galleries, libraries, museums and similar facilities.
- 186 (ix) Any structure primarily used for exhibiting any motion picture, stage,  
187 drama, lecture, musical recital or other similar performance.
- 188 (x) Sports arenas whether enclosed or outdoors.
- 189 (xi) Public meeting places.
- 190 (xii) Health care facilities including hospitals, clinics, therapists' offices and  
191 facilities, physical therapy facilities, doctors' offices, dentists' offices and the  
192 offices and facilities of other health care providers.
- 193 (xiii) Restrooms, lobbies, hallways, and other common areas in public and  
194 private buildings including but not limited to apartment buildings,  
195 condominiums, trailer parks, retirement facilities, nursing homes, and other  
196 multiple-unit residential facilities.
- 197 (xiv) Billiard or pool halls.
- 198 (xv) Polling places.
- 199 (xvi) Facilities in which games of chance are conducted, including but not  
200 limited to bingo halls.

201 (xvii) To the extent not otherwise provided in § 25-14-103.5, C.R.S., public  
202 and nonpublic schools.

203 (xviii) Other educational and vocational institutions.

204 (xix) Restrooms, lobbies, hallways, and other common areas in hotels and  
205 motels. ~~and in at least 75 percent of the sleeping quarters within a hotel or~~  
206 ~~motels that are rented to guests.~~

207 (xx) Any place of employment that is not exempted in subsection (f) of this  
208 section-, **whether or not open to the public and regardless of the**  
209 **number of employees.**

210 (xxi) The indoor area of a private club. Smoking is allowed in the outdoor  
211 areas of a private club, except where otherwise prohibited in this section.

212 **(xxii) Hotel and motel rooms.**

213 (2) Notwithstanding any other provision of this section, any person or business  
214 who controls any business or facility may declare that entire establishment,  
215 facility or grounds as smoke-free.

216 (d) Smoke-Free Workplace. In the case of employers who own facilities otherwise  
217 exempted by subsection (f) of this section, each such employer shall provide a smoke-  
218 free area for each employee requesting a smoke-free area **that is free from**  
219 **secondhand smoke and emissions from electronic smoking devices.** Every  
220 employee shall have the right to work in a smoke-free area.

221 (e) Smoke-Free Exits and Entrances. Smoking shall not occur in or so close to  
222 exterior exits or entrances that the free flow of pedestrian traffic may be affected or so  
223 close that the operation of the doors, exits or entrances is affected or diminished. No  
224 smoking shall occur within ~~15~~ **25** feet of the front or main doorway leading into a  
225 building or facility.

226 (f) Where Indoor Smoking Is Not Prohibited.

227 (1) Notwithstanding any other provision of this section to the contrary, the  
228 following areas shall be exempt from the prohibition contained in subsection (c)  
229 of this section:

230 (i) Private homes and residences; except when used as a child care, adult  
231 day care or health care facility.

232 (ii) Retail tobacco stores.

233 (iii) Private vehicle, except if the private vehicle is being used for the  
234 public transportation of children or as part of health care or day care  
235 transportation.

236 ~~(iv) A hotel or motel room rented to one or more guests if the total~~  
237 ~~percentage of such hotel or motel rooms in such hotel or motel does not~~  
238 ~~exceed 25 percent.~~

239 ~~(v) A place of employment that is not open to the public and that is under~~  
240 ~~the control of an employer that employs three or fewer employees.~~

241 ~~(vii) A private, nonresidential building on a farm or ranch, as defined in~~  
242 ~~§ [39-1-102](#), C.R.S., that has annual gross income of less than \$500,000.~~

243 (2) Notwithstanding any other provision of this section, any owner, operator,  
244 manager or other person who controls any establishment described in this  
245 subsection (f) may declare that entire establishment, facility, or grounds as  
246 smoke-free.

247 (g) Signs.

248 (1) Each owner, operator, manager and other person having control of an  
249 enclosed area or public place subject to the provisions hereof shall be jointly and  
250 severally responsible to clearly and conspicuously post:

251 (i) "No Smoking" signs or the international "No Smoking" symbol  
252 (consisting of a pictorial representation of a burning cigarette enclosed in a  
253 circle with a bar across it) in every public entrance or other areas where  
254 smoking is prohibited by this section.

255 (ii) In public places where smoking is allowed pursuant to this section, a  
256 sign with the words "Smoking is Allowed Inside" at each public entrance to,  
257 or in a position clearly visible on entering, the enclosed area in which  
258 smoking is permitted.

259 (2) All signs referred to in this subsection (g) shall be a minimum size of 20  
260 square inches and must be placed at a height of between four and six feet  
261 above the floor.

262 (3) All signs at public parks or unenclosed public places shall be visible to  
263 persons entering from the primary entrance or shall be posted at reasonable  
264 intervals along the property boundary. The primary entrance shall be referred to  
265 as the location where a sign identifies the park name, hours it is open to the

266 public and other rules and regulations. For purposes of this section, "reasonable  
267 intervals" shall be presumed to be no less than 300 feet.

268 (h) Optional Prohibitions. The owner or manager of any place not specifically listed in  
269 subsection (c) of this section, including a place otherwise exempted in subsection (f) of  
270 this section, may post signs prohibited smoking or providing smoking and nonsmoking  
271 areas. Such posting shall have the effect of including such place, or the designated  
272 nonsmoking portion thereof, in the places where smoking is prohibited pursuant to this  
273 section.

274 (i) No Retaliation. No person or employer shall discharge, refuse to hire or retaliate in  
275 any manner against any employee, applicant for employment, or customer because  
276 such employee, applicant, or customer exercises any right to, or complains about the  
277 lack of, a smoke-free environment afforded by this chapter.

278 (j) Violations and Penalties.

279 (1) It shall be unlawful for any person or business that owns, manages,  
280 operates or otherwise controls the use of any premises, enclosed area, public  
281 place, or place of employment subject to regulation under this section to fail to  
282 comply with any of its provisions.

283 (2) It shall be unlawful for any person to smoke in any area where smoking is  
284 prohibited by the provisions of this section.

285 (3) Each violation of any provision of this section shall be deemed to be a  
286 separate violation. Each day shall be treated as a separate violation for  
287 continuing violations of subsections (d), (g) and (i) of this section.

288 (k) Other Applicable Laws. This section shall not be interpreted or construed to permit  
289 smoking where it is otherwise restricted by other applicable laws.

290 (l) Severability. If any provision, clause, sentence or paragraph of this section or the  
291 application thereof to any person or circumstances shall be held invalid, such invalidity  
292 shall not affect the other provisions of this section which can be given effect without the  
293 invalid provision or application, and to this end the provisions of this section are  
294 declared to be severable.

295 Chapter 9.04 shall be revised as follows (additions documented in bold print and deletions  
296 marked with strike-through notations):

297 9.04.210 Regulation of tobacco products.

298



299 (a) Definitions. For the purposes of this section, the following words or phrases shall  
300 have the meanings set forth.

301 (1) *Tobacco product* shall include, but is not limited to, cigars, cigarillos,  
302 chewing tobacco, pipe tobacco, roll-your-own tobacco, snus, bidi, snuff, tobacco-  
303 containing shisha, and dissolvable tobacco product. *Tobacco product* shall also  
304 include electronic smoking devices that deliver substances to the user by turning  
305 liquid into vapor that is inhaled. Electronic smoking devices include but are not  
306 limited to electronic cigarettes, cigars, cigarillos, pipes, and hookahs. This  
307 definition does not include any products that the Food and Drug Administration  
308 of the United States Department of Health and Human Services has approved  
309 as a tobacco use cessation product.

310 (2) *Smoking* means, but is not limited to:

311 (i) The carrying or possession of a smoking instrument in one's mouth for  
312 the purpose of inhaling or exhaling smoke or vapor or blowing smoke or  
313 vapor rings;

314 (ii) The placing of a lighted smoking instrument in an ashtray or other  
315 receptacle, and allowing smoke or vapor to diffuse in the air;

316 (iii) The possession, carrying or placing of a lighted smoking instrument in  
317 one's hands or any appendage or device and allowing smoke or vapor to  
318 diffuse in the air; or

319 (iv) The inhaling or exhaling of smoke or vapor from a lighted smoking  
320 instrument.

321 (3) *Self-service display* means any retail tobacco display to which customers  
322 have direct physical access, including cigarette vending machines.

323 (4) ~~*Minor* means any person under the age of 18.~~ ***Minimum Legal Sales Age***  
324 **is 21 years of age; (MLSA) means minimum legal sales age which is 21**  
325 **years of age.**

326 (5) *Vending machine* means any mechanical, electric or electronic self-service  
327 device which, upon insertion of money, tokens or other form of payment,  
328 dispenses a tobacco product.

329 (6) *Smoking instrument* means an instrument of any kind which can be used to  
330 deliver substances, including but not limited to nicotine, tobacco, marijuana, or  
331 any other substance, or a combination thereof to the person using the

332 instrument. *Smoking instrument* shall include, but not limited to, cigarettes,  
333 cigars, cigarillos, pipes and hookahs. *Smoking instrument* shall include  
334 electronic smoking devices.

335 (7) *Lighted* means to illuminate by electricity, battery, or fire; to ignite by  
336 electricity, battery or fire; to burn by electricity, battery or fire; or to emit light by  
337 electricity, battery or fire.

338 (8) *Electronic smoking device* means an electric or battery-operated device  
339 which can be used to deliver substances, including but not limited to nicotine,  
340 tobacco, or marijuana, to the person using such device. Electronic smoking  
341 devices shall include, without limitation, electronic cigarettes, cigars, cigarillos,  
342 pipes, and hookahs. An electronic smoking device includes any component, part  
343 or accessory of such device whether or not sold separately, regardless of  
344 nicotine content or any other substance intended to be vaporized for human  
345 inhalation during the use of the device.

346 ~~(b) Possession and Use of a Tobacco Products by Minors.~~

347 ~~(1) It shall be unlawful for any minor to knowingly possess, consume, or use,~~  
348 ~~either by smoking, ingesting, absorbing, vaping or chewing, any tobacco~~  
349 ~~product.~~

350 ~~(2) It shall be unlawful for any minor to knowingly obtain or attempt to obtain~~  
351 ~~any tobacco product by misrepresentation of age or by any other method.~~

352 ~~(3) It shall be rebuttably presumed that the substance within a package or~~  
353 ~~container is a tobacco product if the package or container has affixed to it a label~~  
354 ~~which identifies the package or container as containing a tobacco product.~~

355 ~~(e)(b)~~ Furnishing Tobacco Products Prohibited.

356 (1) Any person who knowingly furnishes any tobacco product to any ~~minor~~  
357 **person under the MLSA** by gift, sale, or any other means commits a violation  
358 hereof.

359 (2) It shall be an affirmative defense to a prosecution under this section that  
360 the person furnishing the tobacco product was presented with and reasonably  
361 relied upon a document which identified the person receiving the tobacco  
362 product as being ~~18~~ **21** years of age or older.

363 ~~(d)~~ **(c)** Vending Machines. It shall be unlawful for any person to sell a tobacco product  
364 by use of a vending machine or other coin-operated machine; except that cigarettes  
365 may be sold at retail through vending machines only in:

366 (1) Factories, businesses, offices, or other places not open to the public; or

367 (2) Places to which ~~minors~~ **persons under the MLSA** are not permitted  
368 access.

369 ~~(e)~~ **(d)** Retail Sale of Tobacco Products.

370 (1) It shall be unlawful for any business proprietor, manager, or other person in  
371 charge or control of a retail business of any kind to engage, employ or permit  
372 any ~~minor~~ **person under the MLSA** to sell any tobacco product from such retail  
373 business.

374 (2) It shall be unlawful for any business proprietor, manager or other person in  
375 charge or control of a retail business of any kind to use a self-service display of  
376 tobacco products or stock a tobacco product in any way which allows a  
377 customer to access such tobacco product without first securing the physical  
378 assistance of an adult business employee for each transaction. The provisions  
379 of this subsection ~~(e)~~(2) shall not apply to stores possessing a valid retail liquor  
380 store license, as defined by the Colorado Liquor Code, issued by the City and to  
381 vending machines meeting the requirements of subsection (d) of this section.

382 (3) Any person who sells or offers to sell any cigarettes or tobacco products at  
383 retail shall display a warning sign, as specified in this subsection.

384 (4) Said warning sign shall be displayed in a prominent place in the building  
385 and on such machine at all times and shall have a minimum height of three  
386 inches and a width of six inches, and shall read as follows:

387 WARNING:

388 IT IS ILLEGAL FOR ANY PERSON UNDER ~~EIGHTEEN~~ **TWENTY-ONE**  
389 YEARS OF AGE TO PURCHASE OR POSSESS CIGARETTES AND  
390 TOBACCO PRODUCTS. UPON CONVICTION A FINE OF UP TO \$500  
391 PLUS NOT MORE THAN 48 HOURS OF USEFUL PUBLIC SERVICE  
392 MAY BE IMPOSED.

393 ~~(f)~~ **(e)** Sale of Single Cigarettes Prohibited. It shall be unlawful for any business  
394 proprietor, manager or other person in charge or control of a retail business of any kind

395 to sell or offer to sell single cigarettes or any pack of cigarettes containing fewer than 20  
396 cigarettes.

397 ~~(g)~~ **(f)** False or Altered Identification. It shall be unlawful for any person under the age  
398 of 18 years of age **MLSA** to misrepresent that person's identity or age, or use any false  
399 or altered identification for the purpose of purchasing any tobacco product.

400 ~~(h)~~ **(g)** Penalty. Any person who violates any provision hereof is guilty of a petty  
401 offense and upon conviction shall be subject to:

402 (1) A fine of up to \$50.00 for the first offense; a fine of up to \$100.00 for the  
403 second offense; a fine of up to \$500.00 for a third offense; and up to \$1,000 for  
404 each subsequent offense; and one year in jail;

405 (2) Except that a ~~minor~~ **person under the age of eighteen years** shall not be  
406 subject to any jail time but may be required to pay a fine not to exceed \$500.00,  
407 as provided, and may be required to perform not more than 48 hours useful  
408 public service (which may include educational efforts or programs) or any  
409 combination of fine, public service and education.

410 ~~(i)~~ **(h)** Savings Clause. Should any provision of said ordinance be found by a court of  
411 competent jurisdiction to be unconstitutional or otherwise unenforceable, the rest of the  
412 provisions hereof shall remain in full force and effect.

413 **ALL OTHER PROVISIONS OF CHAPTERS 8.20 AND 9.04 SHALL REMAIN IN FULL**  
414 **FORCE AND EFFECT.**

415  
416 Introduced on first reading the \_\_\_ day of August 2020 and ordered published in pamphlet  
417 form.

418  
419 Adopted on second reading this \_\_\_\_ day of \_\_\_\_\_ 2020 and ordered published in  
420 pamphlet form.

421

422

423

424 ATTEST:

425

426

427

428 \_\_\_\_\_  
Wanda Winkelmann

429 City Clerk

430

431

\_\_\_\_\_  
C.E. "Duke" Wortmann  
President of City Council



## Grand Junction City Council

### Regular Session

Item #6.b.ii.

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**Meeting Date:** September 2, 2020

**Presented By:** Jace Hochwalt, Associate Planner

**Department:** Community Development

**Submitted By:** Jace Hochwalt, Associate Planner

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### **Information**

#### **SUBJECT:**

An Ordinance Amending the Grand Junction Municipal Code Title 21, Zoning and Development Code, to Revise Sections Related to Mini-Warehouse Uses and Use Standards - [Staff Presentation](#)

#### **RECOMMENDATION:**

The Planning Commission heard this request at its July 28, 2020 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 mini-warehouse uses and use specific standards. The proposed standards will create new landscaping, architectural, and site design requirements that are intended to help mini-warehouses become more aesthetically attractive. In addition, the proposed amendments will modify the required parking for mini-warehouses uses, and will remove redundancies related to mini-warehouse and self-storage descriptions and standards. Staff and the Planning Commission have identified the proposed amendments as opportunities to modernize the code, provide clarity, and refine processes to provide regulations that foster compatible land uses while maintaining logical and orderly development.

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

Staff proposes to amend Section 21.04.030(g) with revised standards for the mini-warehouse use. The purpose of the amendment is to establish mini-warehouses as both functional and aesthetically attractive uses that contribute to improved urban form,

especially when located along commercial corridors or in neighborhood business areas. The implementation of various use specific design standards is consistent with the adopted Goal 8 of the Comprehensive Plan which provides that the City should work to “create attractive public spaces and enhance the visual appeal of the community through quality development.”

While there are existing use specific standards in place for mini-warehouse uses, these will be removed in favor of new standards. The new standards contain seven subsections as follows:

1. Purpose. This subsection explains what the standards do and applies them to all mini-warehouses, including climate-controlled indoor storage units. While the city does not currently have any indoor storage facilities, staff feels it is important to plan for the future by applying these standards to any type of mini-warehouse facility.

2. Accessory uses. This subsection already exists in the Code but has been taken from the redundant “Self-Service Storage” use standards and placed in this section. Accessory uses defined by this subsection include living quarters for a resident manager and security/leasing offices. Non-accessory uses defined by this subsection include sales, service and repair operations, manufacturing, and truck/equipment rental.

3. Uses Prohibited. This subsection already exists in the Code but has been edited for redundancy and repositioned in the section. This section prohibits commercial activity within mini-warehouse developments except for foreclosure sales, as well as outside storage except in the case of licensed vehicles within approved areas. Staff recognizes that it is important to allow owners of mini-warehouse developments to offer for sale stored items if/when storage tenants are evicted through lien foreclosure, but also ensure that storage is the primary use conducted on site.

4. Landscaping and Screening. The new requirement in this subsection provides that a 30-inch-high by 10-feet-wide landscaped berm is to be constructed between storage units and the abutting public right of way, with trees planted every 40 feet. It also requires that, for outdoor mini-warehouse units, landscaping islands be provided at the end of each row of storage units and that these islands shall be planted with shrubs that reach at least 5 feet of height at maturity. These standards are proposed to help new mini-warehouse developments enhance the visual appeal of the community through quality development.

5. Off-Street Parking and Drive Aisle Standards. This subsection continues the current Code standard that drive aisles within outdoor mini-warehouse facilities be a minimum of 26 feet wide for single-load aisles and 30 feet for double-load aisles. This is to ensure adequate traffic circulation and fire access. Additionally, this subsection will

continue to require that a minimum of two parking spaces shall be provided adjacent to the primary entry structure which, in most cases, will likely be the structure that contains a management office.

6. Architectural and Site Design Standards. This subsection provides for new requirements related to standards for architecture and site design. For instance, mini-warehouses that front public rights-of-way must provide a “primary entry structure” at the development entrance that has no parking between the primary entry structure and the street; windows or similar architectural features covering a minimum of 30% of the street-facing façade; building materials such as brick, stone, wood, architectural-grade metal, or similar exterior on the street-facing façade; and two of four different architectural features such as a tower or decorative lighting.

7. Signage. This subsection requires individual mini-warehouse units be clearly labeled and that signs or other advertising may not be placed on walls or fences in the mini-warehouse development. This standard is currently in the Code.

Additionally, staff is proposing the removal of Section 21.04.020(s), “Self Service Storage,” from the Development Code. This section is redundant and duplicates many of the standards for mini-warehouses in Section 21.04.030(g), and is therefore being merged into that section.

Staff also proposes to modify Section 21.06.050(c), Off-Street Required Parking, to reduce the required minimum number of vehicle spaces for a mini-warehouse development to 2 parking spaces per development. This is similar to how other communities regulate parking for mini-warehouses. For instance, the City of Fruita and City of Colorado Springs do not have a minimum parking requirement for mini-warehouses, while the City of Lakewood requires 0.1 parking spaces per 1000 square feet of buildings on a mini-warehouse site. Given that these communities have greatly reduced parking requirements for mini-warehouses, staff recommends that parking requirements for mini-warehouses in Grand Junction so be reduced. However, staff also feels it is important to require at least two parking spaces for the benefit of both employees and customers. In addition, the parking aisle dimensions allow for short term loading/unloading parking in front of individual storage units.

## **NOTIFICATION REQUIREMENTS**

Notice was completed as required by Section 21.02.080(g). Notice of the public hearing was published on July 21, 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 to amend Title 21 of the Grand Junction Municipal Code regarding use standards and parking requirements for mini-warehouses, ZCA-2020-175, the following findings of fact have been made:

Staff and Planning Commission find that the proposed amendments to the Zoning and Development Code are useful in that they modernize the Code, enhance the visual appeal of the community through quality development while ensuring the health, safety, and general welfare of the population, and providing regulations that are clear and consistent and that assist in logical and orderly development.

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 (adopt/deny) Ordinance 4955, an ordinance approving a Development Code amendment to revise sections related to mini-warehouse uses and use standards on final passage and order final publication in pamphlet form.

### **Attachments**

1. Planning Commission Minutes 7-28 - Mini-Warehouse Standards
2. Mini-Warehouse Draft Ordinance



**Zoning Code Amendment – Mini-Warehouse Design Standards File # ZCA-2020-175**

**[Agenda item can be viewed at 3:14:36](#)**

Consider a request by the City of Grand Junction to amend Title 21 of the Grand Junction Municipal Code regarding use specific standards for Mini-Warehouses.

**Staff Presentation**

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

**Questions for Staff**

None.

**Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, July 21, 2020 via [www.GJSpeaks.org](http://www.GJSpeaks.org). Option for public comment via voicemail was also available starting Tuesday, July 21, 2020 as described on the meeting notice as well as the agenda.

None.

The public hearing was closed at 9:25 p.m. on July 28, 2020.

**Discussion**

None.

**Motion and Vote**

Commissioner Susuras made the following motion, “Mr. Chair, on the amendment to Title 21, City file number ZCA-2020-175, 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. The motion carried 6-0.

**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE AMENDING SECTIONS OF TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE REGARDING 21.10.020 THE DEFINITION AND USE SPECIFIC STANDARDS FOR MINI-WAREHOUSE USES IN THE CITY OF GRAND JUNCTION**

Recitals:

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being responsive to the community’s desires and market conditions. Accordingly, the City works to review and amended the Code as necessary to achieve those objectives.

The proposed amendments modernize the code and reduce redundancy while modify the standards for the mini-warehouse use with landscaping, architectural, and site design requirements that are intended to help mini-warehouses become more aesthetically attractive. The proposed Code revisions also modify the amount of parking required for mini-warehouses and make the definition of “Mini-Warehouse” consistent with the definition currently provided in the use specific standards.

After public notice and public hearing, the Grand Junction City Council finds that the Code amendments provided for in this ordinance 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:**

**Section 21.04.010 Use Table is amended as follows (deletions struck through):**

Key: A = Allowed; C = Conditional; Blank Cell = Not Permitted																									
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	MX-	Std.	
<del>Self-Service Storage uses providing separate storage areas for individual or business uses</del>	Mini-Warehouse									C	C		C		A	A				A	A	A	A		21.04.030 (g)& 21.04.020 (s)

**Section 21.04.020 (s) is amended as follows (deletions struck through):**

~~(s) Self-Service Storage.~~

~~(1) Characteristics. Self-service storage uses provide separate storage areas for individual or business uses. The storage areas are designed to allow private access by the tenant for storing or removing personal property.~~

~~(2) Accessory Uses. Accessory uses may include living quarters for a resident manager or security and leasing offices. Use of the storage areas for sales, service and repair operations, or manufacturing is not considered accessory to the self-service storage use. The rental of trucks or equipment is also not considered accessory to a self-service storage use.~~

~~(3) Examples. Examples include facilities that provide individual storage areas for rent. These uses are also called mini-warehouses.~~

~~(4) Exceptions. A transfer and storage business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred is in the warehouse and freight movement category.~~

**Section 21.04.030 (g) is amended as follows (additions underlined, deletions struck through):**

**(g) Mini-Warehouse.**

~~(1) Purpose. This subsection sets standards for the establishment and maintenance of safe and attractive mini-warehouse developments that will remain a long-term asset to the community. A "mini-warehouse" shall mean a structure or group of structures for the dead storage of customers' goods and wares where individual stalls or lockers are rented out for storage and where one or more stalls or lockers has less than 500 square feet of floor area.~~

~~(2) Fencing and Screening.~~

~~(i) Screening and buffering shall be provided in accordance with GJMC 21.06.040(e) and (f).~~

~~(ii) Signs or other advertising mediums shall not be placed upon, attached to, or painted on any required walls or fences.~~

~~(3) Landscaping. All setbacks shall be landscaped in conformance with GJMC 21.06.040(b) and shall provide appropriate visual screening and/or buffering for adjacent properties.'~~

~~(4) Architectural Standards. Mini-warehouse units provided in conjunction with multifamily housing shall be similar in architectural design and materials to the multifamily structure.~~

~~(5) Commercial Activity Prohibited. Sales, other than an occasional sale, estate sale or lien foreclosure sale from or at a mini-warehouse is specifically prohibited.~~

~~(i) It shall be unlawful for any owner, operator or lessee of any mini-warehouse or portion thereof to offer for sale, or to sell any item of personal property, or to conduct any type of commercial activity of any kind whatsoever, other than leasing of the storage units, or to permit same to occur upon any area designated as a mini-warehouse; except, one estate sale or other sale of two days or less per calendar quarter shall be allowed per property.~~

~~(ii) The Director may take appropriate legal or administrative action necessary to halt or prohibit any commercial activity from any mini-warehouse other than the leasing of storage units.~~

~~(6) Storage Only.~~

~~(i) No activity other than storage and rental of storage units shall be conducted on the premises.~~

~~(ii) No outside storage shall be permitted except the storage of licensed vehicles within approved areas designated for such storage and meet outdoor storage requirements of GJMC [21.04.040](#).~~

~~(7) Signage. Signage shall conform to the provisions of GJMC [21.06.070](#). Storage units shall be clearly marked with numbers or letters identifying the individual units and a directory of the unit locations shall be posted at the entrance or office of the facility.~~

~~(8) Accessibility/Circulation. Vehicular ingress-egress shall provide for safe access by customers and emergency vehicles and shall be paved.~~

~~(9) Height. Building height shall not exceed 18 feet.~~

~~(10) Off-Street Parking and Driveways Standards.~~

~~(i) Parking shall be provided by parking/driving lanes adjacent to the buildings. These lanes shall be at least 26 feet wide when cubicles open onto one side of the lane only and at least 30 feet wide when cubicles open onto both sides of the lane.~~

~~(ii) Two parking spaces shall be provided adjacent to the manager's office.~~

~~(iii) One parking space for every 200 storage cubicles or fraction thereof shall be located adjacent to the project office. A minimum of two such spaces shall be provided.~~

~~(iv) Required parking spaces may not be rented as or used for vehicular storage; however, additional parking areas may be provided for recreational vehicle storage or trucks rented for moving storage items, provided that it is adequately screened in conformance with this code.~~

(1) Purpose. This subsection sets standards for the establishment of safe and attractive mini-warehouse developments. These standards apply to all mini-warehouses, including those that provide indoor and/or outdoor units.

(2) Accessory uses. Accessory uses may include living quarters for a resident manager or security and leasing offices.

(3) Uses prohibited.

(i) No owner, operator or lessee of any mini-warehouse or portion thereof shall offer for sale, or sell any item of personal property, or conduct any type of commercial activity of any kind whatsoever including such uses as sales, service and repair operations, manufacturing, or truck/equipment rentals, other than leasing of the units, or permit same to occur upon any area designated for the mini-warehouse use, except that estate or foreclosure sales held by the mini-warehouse owner or operator shall be allowed.

(ii) No outside storage shall be permitted except the storage of licensed vehicles within approved areas designated for such storage. This storage shall meet the requirements of GJMC 21.04.040.

(4) Landscaping and Screening. All mini-warehouses shall provide the following in addition to meeting standards of GJMC 21.06.040:

(i) A 30-inch-high by 10 feet wide landscaped berm is required between storage units and the abutting public right-of-way. The berm shall include trees that are planted every 30 feet.

(ii) For outdoor mini-warehouse units, landscaping islands shall be provided at the end of each row of storage units. Landscape islands shall be planted with shrubs that reach at least 5 feet of height at maturity.

(5) Off-Street Parking and Driveways Standards.

(i) Drive aisles within outdoor mini-warehouses facilities shall be a minimum of 26 feet wide for single-load aisles and 30 feet for double-load aisles.

(ii) A minimum of two parking spaces shall be provided adjacent to the primary entry structure.

(6) Architectural and Site Design Standards. All mini-warehouses shall meet the following standards.

(i) Mini-warehouses that front public rights-of-way shall provide a primary entry structure at the entrance of the development that meets the following standards:

(A) No parking shall be placed between the building and the street.

(B) Windows or similar architectural features shall cover at least 30% of the street-facing façade.

(C) Building materials such as brick, stone, wood, architectural-grade metal, or similar exterior shall be used.

(D) Two of the following features shall be utilized in the design of the primary entry structure:

(a) tower feature.

(b) façade articulations on the street-facing façade.

(c) roofline articulations in the street-facing façade.

(d) decorative lighting on the street-facing façade. This lighting must comply with all standards found in GJMC 21.06.080.

(ii) Any street-facing façade of each storage unit must be covered with building materials such as brick, stone, wood, architectural-grade metal, or similar exterior.

(7) Signage. All mini-warehouses shall provide the following in addition to meeting standards of GJMC 21.06.070:

(i) Individual mini-warehouses shall be clearly marked with numbers or letters identifying the individual units and a directory of the unit locations shall be posted at the entrance or office of the facility.

(ii) Signs or other advertising shall not be placed upon, attached to, or painted on any walls or fences required for landscaping and buffering in the mini-warehouse development.

**Section 21.06.050 (c) is amended as follows (additions underlined, deletions struck through):**

USE CATEGORIES	SPECIFIC USES	MINIMUM NUMBER OF VEHICLE SPACES
Self-Service Storage	<del>Self-Service Storage</del> <u>Mini-Warehouse</u>	<del>1 per 6 storage units + 1 per employee on maximum shift</del> <u>2 per development</u>

**Section 21.10.020 is amended as follows (additions underlined, deletions struck through):**

*Mini-warehouse* means a structure or group of structures containing separate, individual, and private storage spaces of varying sizes, leased or rented on individual leases for varying periods of time.

**Comment [TA1]:** I think this should say "structure or group of structures"

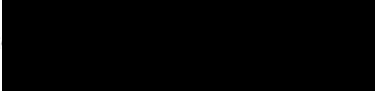
Introduced on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and ordered published in pamphlet form.


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

ATTEST:

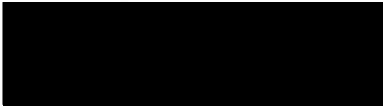
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

<b>CITY COUNCIL MEETING</b> <b>CITIZEN PRESENTATION</b>		<b>Date</b> 09-2-2020
<b>Citizen's Name</b>	Madelive Weickert	
<b>Subject</b>	Budgetary questions/GSPD	
<b>Phone Number (optional)</b>		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

<b>CITY COUNCIL MEETING</b> <b>CITIZEN PRESENTATION</b>		<b>Date</b> 9/2/20
<b>Citizen's Name</b>	BRUCE GREGG	
<b>Subject</b>	PICKLEBAHL	
<b>Phone Number (optional)</b>		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!


<b>CITY COUNCIL MEETING</b> <b>CITIZEN PRESENTATION</b>		<b>Date</b>
<b>Citizen's Name</b>	Bruce Johnson	
<b>Subject</b>	VA Concerns Ect.	
<b>Phone Number (optional)</b>		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

<b>CITY COUNCIL MEETING</b> <b>CITIZEN PRESENTATION</b>		<b>Date</b> 9/2
<b>Citizen's Name</b>	MATT CROWNE	
<b>Subject</b>	Public Safety	
<b>Phone Number (optional)</b>		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!



<b>CITY COUNCIL MEETING CITIZEN PRESENTATION</b>		<b>Date</b> 9-2-20
<b>Citizen's Name</b>	DIANE ALLENGER	
<b>Subject</b>	Homeless Druggie Alley Probs	
<b>Phone Number (optional)</b>	[REDACTED]	Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

<b>CITY COUNCIL MEETING CITIZEN PRESENTATION</b>		<b>Date</b> 9-2 Overflow
<b>Citizen's Name</b>	Ed Kowalski	
<b>Subject</b>	Avenue Safety	
<b>Phone Number (optional)</b>		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

	<b>PLEDGE OF ALLEGIANCE</b>	<b>Meeting Date</b>
<b>Guest</b> <del>Lawson</del> Lawson Taylor NO Pledge Taylor Elementary		<b>Organization</b>

# Diane Allinger

2020 REPORTED TELLER @ Hill Ave ALLEY PROBLEMS:

- Hookers in Hill Ave Alley @ on TELLER Ave, also along 28 1/2 Rd near North Ave.
- Theft, vandalism, Hangout w/ POSSIBLE drug activities.
- Smoking in alleys during dry drought conditions. Some owners have up to 6' tall WEEDS.
- DRUGGED girl came in my home, 6'10" from face while I was laid back sleeping in my recliner.
- Lots of 'SLOW OBSERVING DRIVE-BY'S'.

References - PICS @ VIDEO'S UPON REQUEST

- March 6, 9, 9 3 calls officer Mary Spears
- 29 2 calls officer Mary Spears
- June 13 to July = various calls @ PICS
- Aug 28 non Emerg (+) offer Brian ALCON (20-2)
- Aug 28 # 20-43464 offer B. ALCON
- Sept 2 # 2020- offer Donny Smith?

Ryan	# 20-43467	Hiding Car w/ WEEDS / <sup>IN</sup> ALLEY
Mike + Beth	19-63109	offer Nate Long
	20-13881	offer Donny Smith
D	98-60739	offer Ferguson
		offer Pua Utu
	# 2020-30734	offer JOSH PETERSON
	20-13881	Bridga?
	T98-1	(Mary Spear?)

NOTE: Various calls made for transients hanging around our properties  
Homeless @ Druggies living @ Cooking in our ALLEYS