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**CITY COUNCIL AGENDA
WEDNESDAY, DECEMBER 15, 2021
250 NORTH 5TH STREET - AUDITORIUM
[VIRTUAL MEETING - LIVE STREAMED](#)
BROADCAST ON CABLE CHANNEL 191
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Appointments

To the Visit Grand Junction Board

Citizen Comments

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

Citizens have four options for providing Citizen Comments: 1) in person during the meeting, 2) Virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, December 15, 2021 or 4) submitting comments [online](#) until noon on Wednesday, December 15, 2021 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

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 November 29, 2021 Workshop
- b. Minutes of the December 1, 2021 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 Zoning Approximately 4.79 Acres from County RSF-4 (Residential Single Family – 4 du/ac) to R-8 (Residential - 8 du/ac) for the Church on the Rock North Annexation, Located at 566 Rio Hondo Road, and Setting a Public Hearing for January 5, 2022
 - ii. Introduction of an Ordinance Amending the Phasing Schedule of the Approved Redlands Mesa Outline Development Plan for Three Remaining Developable Parcels along West Ridges Boulevard, and Setting a Public Hearing for January 5, 2022

3. Contracts

- a. Contract for the Land Use and Development Code Update

4. Resolutions

- a. A Resolution Approving Revisions to the City of Grand Junction Purchasing Manual
- b. A Resolution Authorizing an Outdoor Dining Lease to Tacocorp Worldwide, LLC dba TacoParty Located at 126 S. 5th Street
- c. A Resolution Authorizing an Outdoor Dining Lease to Vin Hospitality, LLC dba 626 on Rood Modern American Cuisine & Wine Bar Located at 626 Rood Avenue

5. Other Action Items

- a. Evaluation of the Value of Both the Gravel Resource and the Cost of Gravel Extraction for the Property Located at 359 29 5/8 Road and Consideration to Not Delay Development Approval until Gravel Extraction has been Accomplished or Protection Provided within the Proposed Goose Downs Subdivision

REGULAR AGENDA

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

6. Public Hearings

- a. Quasi-judicial
 - i. An Ordinance Amending the Comprehensive Plan from Residential Rural (1 du/5 ac) to Residential Low (2 to 5.5 du/ac) and a Rezone from Residential Rural (1 du/5 ac) to R-4 (Residential – 4 du/ac) on a total of 8.62 Acres, Located at 2020 ½ S. Broadway; and De-Annexation of a Sliver of Land Transferred through a Boundary Agreement to 2006 and 2010 S. Broadway in Unincorporated Mesa County

7. Resolutions

- a. CDBG Activities: 1) A Resolution to Amend the 2019 Program Year Action Plan as a Part of the Grand Junction Five-Year Consolidated Plan for the Community Development Block Grant (CDBG) Program to Reallocate CDBG-CV Round 3 Funds Received via the CARES Act; and 2) Execute a Revised Subrecipient Agreement with Grand Valley Catholic Outreach to Include Additional Round 3 Funds

8. 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.

9. Other Business**10. Executive Session - City Hall Administration Conference Room**

- a. EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO SECTIONS 24-6-402(4)(e)(I) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT FOR RICHMARK COMPANIES FOR A POSSIBLE RE-DEVELOPMENT/DEVELOPMENT PROJECT AT 200 ROOD AVENUE, GRAND JUNCTION, COLORADO; and,

EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTIONS 24-6-402(4)(a) AND/OR 24-6-402(4)(e)(I) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO A POSSIBLE SALE OF REAL PROPERTY LOCATED AT 2600 RIVERSIDE PARKWAY, GRAND JUNCTION, COLORADO

- b. Motion for Executive Sessions

11. Conclusion of Executive Session and Adjournment of December 15, 2021 City Council Meeting - City Hall Administration Conference Room

- a. City Council will return to Open Session to conclude the Executive Sessions; the City Council will not be returning to Open Session in the City Council chambers. Adjournment of the December 15, 2021 City Council meeting will occur in the City Hall Administration Conference Room.



Grand Junction City Council

Regular Session

Item #

Meeting Date: December 15, 2021
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Visit Grand Junction Board

RECOMMENDATION:

To appoint the interview committee's recommendation to the Visit Grand Junction Board.

EXECUTIVE SUMMARY:

There are three full-term vacancies on the Visit Grand Junction Board.

BACKGROUND OR DETAILED INFORMATION:

Josh Niernberg, Julie Shafer, and Angel Bautista's terms expire on December 31, 2021. Applications were received from Joshua Abshear, Keenan Ventling, Pat Nichols Perrin, Brenda Greene, and Elizabeth Fortushniak.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

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

Attachments

None

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
November 29, 2021

Meeting Convened: 5:32 p.m. Meeting held in person at the Fire Department Administration Building, 625 Ute Avenue, and live streamed via GoToWebinar.

Meeting Adjourned: 8:32 p.m.

City Councilmembers present: Councilmembers Abe Herman, Phil Pe'a, Randall Reitz, Dennis Simpson, Anna Stout, Rick Taggart, and Mayor Chuck McDaniel.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Utilities Director Randi Kim, Water Services Manager Mark Ritterbush (virtual), Senior Assistant to the City Manager Greg LeBlanc, Management Analyst Johnny McFarland, City Clerk Wanda Winkelmann, and Deputy City Clerk Janet Harrell.

Mayor McDaniel called the meeting to order.

Agenda Topic 1. Discussion Topics

a. Strategic Plan Discussion

The City Council attended a strategic planning session on August 19 and 20, 2021. The purpose of the session was to identify key components of Grand Junction's 2-year strategic plan, including mission and vision for the strategic plan, along with designating priority areas for strategic goal development. The information gathered at the planning session informed the writing of the final strategic plan. The strategic plan will be specifically designed to align with the One Grand Junction Comprehensive Plan.

Sheryl Trent with SBrand Solutions provided an update on the strategic plan. It is designed to be a communication tool with the community, new Council, etc. It is a two-year window for this Council and extends into the future as a living document. The goal is a document that Council could reach consensus on and adopt as a resolution. The strategic plan goals are tied into the Comprehensive Plan.

Discussion ensued regarding the strategic plan being a reflection of this Council's priorities for the next two years, removal of the chart/graphic on page 8, the deadline for changes, the value of discussing the document as a Council, a draft with new comments incorporated into the document due to City Council by Tuesday of next week, action steps and tactical goals, and the targeted audience for the plan is the community.

The next steps are for Council to receive a new draft with comments incorporated from Ms. Trent, and then the Council will meet to edit and finalize the document.

b. Long-Term Water Supply and Infrastructure Planning

The primary water supply for the City of Grand Junction is the Kannah Creek watershed on the Grand Mesa. Water infrastructure associated with the Kannah Creek watershed includes a system of 19 reservoirs, two water supply pipelines that convey water from the Juniata Reservoir and Kannah Creek to the City, and the Grand Junction water treatment plant. The Kannah Creek water supply is sufficient to meet projected average water demands for the City's service area through 2039. Challenges associated with the Kannah Creek watershed and associated infrastructure include aging infrastructure; potential risks associated with drought, climate change, wildfires, or malevolent acts; and the capacity of the system to meet future water demands.

In 2018, staff initiated water supply planning activities to address operational reliability, risk resiliency, and long-term water supply needs for the City. In addition, planning efforts included a review of the City's portfolio of water rights, which also include significant water rights on the Colorado and Gunnison rivers, to determine how they could be best utilized by the City or other partners through a water marketing study co-funded by a \$200,000 grant from the U.S. Bureau of Reclamation. In an April 23, 2021 memorandum to Council, staff provided an update on the progress of the water supply planning efforts.

Utility Director Randi Kim and Matt Bliss with DiNatale Water Consultants provided an update on the water supply planning activities completed to date and requested input from the Council on the shortlist of viable options identified for further development.

Discussion ensued regarding options for future water supply, the different districts serving Grand Junction residents and the agreements involved, the Ute water plan, use of Gunnison River water, utilization of the City's water rights, water available for marketing (Colorado River and Gunnison River), options for further development, and redundancies included in the budget for Kannah Creek and Purdy Mesa.

Next steps include further development of recommended options, identify funding and grant opportunities, and follow up at a future Council workshop.

A break was called at 7:44 p.m. The meeting resumed at 7:51 p.m.

c. ARPA Committee Member Discussion

The City is expected to receive approximately \$10.4 million of American Rescue Plan Act (ARPA) funds and is allowed to retain \$3.9 million for sales tax losses in 2020 (lodging tax losses were approximately \$1 million). This would leave \$6.5 million to be spent according to Federal criteria.

Council members have each reviewed the 35 applications received for the American Rescue Plan Advisory Committee (ARPAC) and selected five nominations. These nominations are based on experience, expertise, or interests in the community that pertain to the use of the American Rescue Plan State and Local Fiscal Recovery Funds. The intent of the ARPAC is to advise City Council by providing a menu of options and recommended actions for the use of ARPA funds.

Of the 35 applications, the City Council nominated a total of 21 applicants (several applicants were nominated by more than one Councilmember but only one received support from four members of Council). Because there was not strong support for a slate of twelve among the nominations, the Agenda Committee has proposed that each Councilmember reconsider the applications and propose an additional seven committee members (for a total of 12 names from each Councilmember). The intent of the additional names is to provide clearer expression of Council's support among the nominations by having more names from each member.

Discussion ensued about the sales tax losses and the suggested practice of waiting to spend ARPA funds in case the Federal criteria is expanded to include additional uses. Staff was asked to determine if lost lodging tax revenue (\$1 million) must be directed back towards the identified purposes of the tax.

By January 6, City Council will submit seven additional names of applicants from the 21 applicants noted above.

Agenda Topic 2. City Council Communication

Mayor McDaniel noted that a City leadership social gathering is scheduled for Thursday night. Several other events are also being held that evening, such as the Grand Junction Economic Partners (GJEP) holiday party and the lighting of the menorah.

Councilmember Stout stated that there is a ribbon cutting on Saturday for Homeward Hounds, a program that provides temporary shelter for people experiencing homelessness with their pets. Ten Pallet Shelters have been erected at HomewardBound's North Avenue location. The ceremony is being held at 4:30 p.m.

Councilmember Taggart reported that a proposal will be presented to Council for public markets. A feasibility study is being developed to gauge the viability of bringing vendors of agricultural goods together in one location instead of multiple farmer's markets.

Agenda Topic 3. Next Workshop Topics

City Manager Caton stated the December 13 workshop topics are:

- Richmark Presentation: Former City Market building on 1st Street
- Board and Commission Interview Process

Agenda Topic 4. Other Business

There was none.

Adjournment

The workshop adjourned at 8:32 p.m.

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

December 1, 2021

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 1st day of December, 2021 at 5:30 p.m. Those present were Councilmembers Abe Herman, Phillip Pe'a, Randall Reitz, Dennis Simpson, Anna Stout, Rick Taggart, and Council President Chuck McDaniel.

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

Council President McDaniel called the meeting to order and led the Pledge of Allegiance which was followed by a moment of silence.

Proclamations

Proclaiming December 18, 2021 as International Day of the Migrant in the City of Grand Junction

Councilmember Stout read the proclamation and Hispanic Affairs Project Board President Tom Acker accepted the proclamation.

Appointments

To the Commission on Arts and Culture

Councilmember Reitz moved to reappoint Kelley Raymond, Matthew Janson, and Ron Cloyd and appoint Sarah Rahm to the Commission on Arts and Culture for three-year terms expiring February 2025. Councilmember Stout seconded the motion. Motion carried by unanimous voice vote.

Citizen Comments

There were none.

City Manager Report

City Manager Greg Caton noted that the Fire Department was visited and interviewed by a peer team as a result of the Department's application for accreditation. The focus of accreditation is continuous improvement. The peer team recommended accreditation.

Council Reports

Councilmember Simpson attended the Grand Valley Regional Transit Board meeting.

Councilmember Herman recognized Fire Chief Watkins for his leadership and the department's accreditation recommendation.

CONSENT AGENDA

Councilmember Pe'a moved to adopt Consent Agenda items #1 - #5. Councilmember Taggart seconded the motion. Motion carried by unanimous voice vote.

1. Approval of Minutes

- a. Summary of the November 15, 2021 Workshop
- b. Minutes of the November 17, 2021 Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. Introduction of an Ordinance for a Comprehensive Plan Amendment from Residential Rural (1 du/5 ac) to Residential Low (2 to 5.5 du/ac) and a Rezone from Residential Rural (1 du/5 ac) to R-4 (Residential – 4 du/ac) on a Total of 8.62 Acres, Located at 2020 1/2 S. Broadway; and Deannexation of a Sliver of Land Transferred Through a Boundary Agreement to 2006 and 2010 S. Broadway in Unincorporated Mesa County and Setting a Public Hearing for December 15, 2021

3. Contracts

- a. Contract Approval for the Installation of an Irrigation System at Las Colonias Park
- b. 2021 Highway 50 Sanitary Sewer Construction

4. Resolutions

- a. A Resolution Levying Taxes for the Year 2021 in the City of Grand Junction, Colorado and the Downtown Development Authority
- b. A Resolution Adopting Rates, Fees, and Charges for Water, Wastewater, and Solid Waste Effective January 1, 2022
- c. A Resolution for Allocation of Certain Property Tax and Sales Tax

Revenues for the Grand Junction Downtown Development Authority and for Certification of Property Tax Distribution Percentages to the County Assessor

- d. Notice of January 5, 2022 Public Hearing: A Resolution Designating Voting District Boundaries in the City of Grand Junction
- e. A Resolution Authorizing an Application to Great Outdoors Colorado (GOCO) to Fund Installation of Artificial Turf at Suplizio Field

5. Other Action Items

- a. Accept the AIP Grant No. 3-08-0027-073-2022 Airport Rescue Grant in the Amount of \$3,312,328 for Airport Relief under the American Rescue Plan between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and Authorize the Mayor and City Attorney to Sign

REGULAR AGENDA

An Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado and the Downtown Development Authority for the Year Beginning January 1, 2022 and Ending December 31, 2022

The budget for the City of Grand Junction is the highest expression of the City Council's policies and decision making; it articulates the initiatives, investment, and services provided by and through elected officials and staff. The budget represents the allocation of resources to achieve the priorities identified in City Council's Strategic Plan and the Comprehensive Plan.

The 2022 Budget is \$237,543,790 (\$237.5 million), a \$24.5 million, or 11.5% increase from the 2021 Adopted Budget. This is due to an increase in labor through new positions and competitive wage increases, fleet and technology spending needed to support Departments' service delivery to the community as well as funds for housing, sustainability, and non-profit funding. The 2022 Budget is not only balanced, but the General Fund has a surplus of \$431,784. The projected 2022 ending General Fund balance is \$32.5 million which includes \$2.7 million in restricted funds and \$21.9 million in minimum reserve.

The budget is developed over the course of several months and includes the projection of revenues as well as planned expenses. The 2022 Recommended Budget was discussed with City Council during two main budget workshops on October 4th and 18th. Economic development funding discussions occurred in both the August 30th and the October 18th workshops. Staff has incorporated changes to the recommended budget as directed by Council during the workshops, including adding an additional position dedicated to housing in the Community Development Department as well as

adding a program to support treatment of ash trees on private property.

Complete documents have been provided to the City Council and public throughout the budget process, including presentations, capital projects, economic development funding, and non-profit funding, as well as a complete line-item budget detail by fund and a line-item budget detail by department. The first public presentation and hearing was November 3rd. This meeting, December 1st, is the second public hearing and consideration of the 2022 Budget for final approval and adoption of the appropriation ordinance.

City Manager Greg Caton presented this item.

Discussion included comments submitted by Councilmember Simpson regarding Transportation Capacity Payments (TCP) and Utility Fees that are forgiven and the General Fund not supplementing the gap. Councilmember Simpson also requested that Orchard Mesa pool repairs occur sooner than 2024. It was suggested these topics be brought up at a future workshop. Councilmember Simpson advocated for a different format for the budget as a communication tool for citizens.

The public hearing opened at 6:55 p.m.

There were no public comments.

The public hearing closed at 6:55 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 5042, together with the documentation of the proposed revenue and expenses prepared in support of the budget and ordinance, all as if fully set forth, appropriating certain sums of money to defray the necessary expenses and liabilities of the City of Grand Junction, Colorado, pursuant to Articles VII and IX of the City Charter, and to defray the necessary expenses and liabilities of the Downtown Development Authority for the year beginning January 1, 2022 and ending December 31, 2022, also known as the annual appropriation ordinance on final passage and ordered final publication in pamphlet form. Councilmember Stout seconded the motion. Motion carried by roll call vote with Councilmember Simpson voting no.

A Resolution Accepting the Petition for the Annexation of 5-Acres of Land and an Ordinance Annexing and Zoning the Cross Orchards Annexation to CSR (Community Services and Recreation) and R-4 (Residential - 4 du/ac), Located at 3073 and 3075 Patterson Road, and 2943-091-30-004, a Parcel with No Physical Address

Applicants Museums of Western Colorado and Cross Orchard Development, LLC requested a zone of annexation to R-4 (Residential 2.4 du/ac) and CSR (Community Services and Recreation) for the Cross Orchards Annexation. The approximately 22.68 acres consists of three parcels of land and is located at 3073 and 3075 Patterson Road, and 2943-091-30-004, a parcel with no physical address. The

addressed property is the existing Cross Orchards Historic Site, which utilizes approximately 14 acres and the third parcel, approximately eight acres, is currently vacant but is planned for residential development. Included in the annexation is 0.57 acres of Patterson Road right-of-way.

The property is an Annexable Development per the Persigo Agreement and the zone district of R-4 is consistent with the Residential Low Land Use category of the Comprehensive Plan and existing Mesa County zoning. The zone district of CSR is consistent with the Museum's historical site.

Principal Planner David Thornton presented this item.

Discussion included that Cross Orchards Historic Site does not anticipate changing its business model and, in order to annex, the residential portion and the Museum property needed to be annexed.

The public hearing opened at 7:13 p.m.

There were no public comments.

The public hearing closed at 7:13 p.m.

Councilmember Herman moved to adopt Resolution No. 101-21, 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 Cross Orchards Annexation, approximately 22.68 acres, located at 3073 and 3075 Patterson Road, and Tax Parcel No. 2943-091-30-004, a parcel with no physical address is eligible for annexation, as well as adopt Ordinance No. 5043, an ordinance annexing territory to the City of Grand Junction, Colorado, Cross Orchards Annexation, approximately 22.68 acres, located at 3073 and 3075 Patterson Road, and 2943-091-30-004, a parcel with no physical address, and adopt Ordinance No. 5044, an ordinance zoning the Cross Orchards Annexation, located at 3073 and 3075 Patterson Road to CSR (Community Services and Recreation) and R-4 (Residential - 4 du/ac) zone district for parcel no. 2943-091-30-004, a parcel with no physical address, both on final passage and ordered final publication in pamphlet form.

Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 7:16 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: December 15, 2021
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance Zoning Approximately 4.79 Acres from County RSF-4 (Residential Single Family – 4 du/ac) to R-8 (Residential - 8 du/ac) for the Church on the Rock North Annexation, Located at 566 Rio Hondo Road, and Setting a Public Hearing for January 5, 2022

RECOMMENDATION:

The Planning Commission will hear this request at its December 14, 2021 meeting. Staff has recommended approval and will provide the Planning Commission's recommendation to City Council in the January 5, 2022 staff report.

EXECUTIVE SUMMARY:

The Applicant, Church on the Rock, Inc. is requesting a zone of annexation to R-8 (Residential 5.5 to 8 du/ac) for the Church on the Rock North Annexation. The approximately 4.91-acres consists of 1 parcel of land and is located at 566 Rio Hondo Road. The subject property has the adjacent church building on a separate parcel at 2170 Broadway already in the city limits and zoned R-8. There is 0.12 acres of Rio Hondo Road right-of-way in the annexation.

The property is Annexable Development per the Persigo Agreement. The zone district of R-8 is consistent with the Residential Medium (5.5 to 12 du/ac) Land Use category of the Comprehensive Plan and the adjacent R-8 zoning of the Church building. The request for annexation will be considered separately by City Council, but concurrently with the zoning amendment request.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Applicant, Church on the Rock, Inc. is requesting annexation of approximately 4.91 acres consisting of one parcel of land located at 566 Rio Hondo Road. The subject property has an existing home and a few outbuildings, some of which are utilized by the Church which is located on the property adjacent to the south. The subject property is planned for residential development. There is 0.12 acres of Rio Hondo Road right-of-way in the annexation.

The property is Annexable Development per the Persigo Agreement. The Applicant is requesting annexation into the city limits in anticipation of future residential subdivision development. The Applicant is requesting a zone district of R-8 (Residential – 8 du/ac), the same zoning the Church-owned property adjacent to the south is currently zoned, which is consistent with the Residential Medium (5.5 to 12 du/ac) Land Use category of the Comprehensive Plan. Current Mesa County zoning is RSF-4. The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – November 17, 2021.
- Planning Commission considers Comprehensive Plan Amendment and Zone of Annexation – December 14, 2021.
- Introduction of a Proposed Ordinance on Zoning by City Council – December 15, 2021.
- Acceptance of Petition and Public Hearing on Annexation, and Comprehensive Plan Amendment and Zoning by City Council – January 5, 2022.
- Effective date of Annexation, Comprehensive Plan Amendment and Zoning – February 6, 2022.

The Applicant's properties are currently in the County and have a County zoning of RSF-4 (Residential Single Family – 4 dwelling units per acre). Surrounding properties to the east and north are zoned RSF-4 in Mesa County with some PUD (Planned Unit Development) zoning to the northwest. Directly to the south is City R-8 and to the west is City B-1. Surrounding development consists of single family residential on large, underdeveloped acreages to the north and east, the existing church facility to the south, vacant land to the west for future neighborhood business and detached residential development to the northwest that conforms to the Comprehensive Plan's Land Use designation of Residential Medium. Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission.

The annexation area has sewer service and all other urban amenities to the property. It is located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. The goal to "encourage infill and redevelopment to leverage existing infrastructure" supports the Applicant's request of a zone of annexation of R-8.

The Applicant is interested in preparing the property for future residential development, consistent with the scope and type of development envisioned by the Comprehensive Plan with the Land Use Map designation of Residential Medium (5.5-12 du/ac) density. The R-8 zoning requires a minimum of 5.5 dwelling units per acre, therefore the requested zoning of R-8 implements the Comprehensive Plan's Residential Medium Land Use category.

The purpose of the R-8 (Residential – 8 du/ac) zone district is to provide for medium-low density single-family and two-family residential uses where adequate public facilities and services are available. This property is located within an urban infill area of the community. The greater surrounding Redlands area both within the city limits and unincorporated Mesa County are largely developed with single-family detached homes. Further subdivision development is encouraged within this infill area of the City by the 2020 One Grand Junction Comprehensive Plan. The property provides a large enough site to accommodate such development.

In addition to the R-8 zoning requested by the petitioners, the following zone district would also be consistent with the proposed Comprehensive Plan designation of Residential Medium (5.5-12 du/ac).

- a. R-12 (Residential – 8-12 du/ac)
- b. CSR (Community Services and Recreation)
- c. Mixed Use Residential (MXR-3)
- d. Mixed Use General (MXG-3)
- e. Mixed Use Shopfront (MXS-3)

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on July 15, 2021 via Zoom, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. No members of the public attended. An official development application was submitted to the City of Grand Junction for review on August 23, 2021.

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 September 8, 2021. 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 December 3, 2021. The notice of the Planning Commission public hearing was published December 7, 2021 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 owners have petitioned for annexation into the City limits and requested zoning of R-8 which is compatible with the Comprehensive Plan Land Use Map designation of Residential Medium (5.5-12 du/ac). Since the Applicant's properties are currently in the County, the annexation of the property is a subsequent event that will invalidate the original premise, a county zoning designation.

The 2020 Comprehensive Plan established a Medium Residential Land Use category (5.5 to 12 du/ac) for this property, a subsequent change from the 2010 Comprehensive Plan that designated the property as Residential Medium Low (2 to 4 du/ac). The existing County RSF-4 zone district at a maximum density of 4 dwelling units per acre implemented the 2010 Comprehensive Plan but does not implement the Residential Medium Land Use category as established in the 2020 Comprehensive Plan. It does not meet the minimum density of 5.5 du/ac. The proposed zone of R-8 does meet the density range of the 2020 Comprehensive Plan Residential Medium Land Use category. 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 character or condition of the areas has not changed enough to satisfy this criterion. 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 proposed R-8 zone district. The proposed R-8 property consisting of 4.8 acres will be marketed for residential development. The proposed R-8 property has street access to Rio Hondo Road with sanitary sewer available in the right-of-way. Domestic water service is available through a 8-inch Ute Water District water line to the site from Rio Hondo Road and the area can be served by Xcel Energy for electricity and natural gas.

A short distance away is Redlands Middle School and Broadway Elementary School. Walking distance to the west is the Monument Village Shopping Center with limited goods and services. Major shopping is available 3-miles away at Mesa Mall and the 24 Road area. Staff has found the public and community facilities are adequate to serve the type and scope of the residential land use proposed at the R-8 densities. Therefore, staff 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 subject property and surrounding area is designated on the Comprehensive Plan Land Use Map as Residential Medium (5.5-12 du/ac). The proposed zoning designation of R-8 meets the intent of achieving the minimum and desired density for the property with this request, to develop at the low end of the Residential Medium land use

category. For properties already annexed into the City limits in the Redlands, they are zoned mostly R-4 with some R-5. B-1 zoning exists at neighborhood centers like Monument Village Shopping Center. For unincorporated areas of the Redlands, Mesa County has zoned the majority of the area as RSF-4, RSF-2 or PUD. Much of the surrounding area, including unincorporated Mesa County, is developed, except along the east side of Rio Hondo Road which is shown as Residential Medium on the Land Use Map. The Land Use Map defines the immediate half mile area around the subject property north of Broadway as Residential Medium, an area that is proposed to develop with more density and intensity than most of the Redland's area. There is no undeveloped R-8 zoning anywhere in the Redlands Planning area. Staff finds that there is an inadequate supply of R-8 zoning as defined above and therefore finds this criterion has 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 additional land within the City limits for city growth and it helps fill in the patchwork of unincorporated and/or urban area that is adjacent to the City limits. The annexation is also consistent with the City and County 1998 Persigo Agreement. The requested zone district will provide an opportunity for housing within a range of density that is consistent with the needs of the growing community, providing a potential different housing type including, multifamily allowed under R-8, but not under R-4. This principle is supported and encouraged by the Comprehensive Plan and furthers the plan's goal of promoting a diverse supply of housing types that meet the needs of all ages, abilities, and incomes identified in Plan Principle 5: Strong Neighborhoods and Housing Choice, Chapter 2 of the 2020 One Grand Junction 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 the R-12 zone district as well the mixed use zone districts of MXR, MXG and MXS could be considered in a Residential Low Land Use area, the R-8 zone district is consistent with the recommendations of the Plan's amended Land Use Map, compatible with the surrounding neighborhood and provides for single family housing on a smaller residential lot and multi-family residential development, thereby providing more housing choice to the community.

Consistency with Comprehensive Plan

Further, the zoning request is consistent with the following chapters, goals and principles of the Comprehensive Plan:

Chapter 2

Plan Principle 3: Responsible and Managed Growth

Goal: Support fiscally responsible growth and annexation policies that promote a compact pattern of growth...and encourage the efficient use of land.

Goal: Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Goal: Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

Chapter 3

Intensification and Tiered Growth Plan. Subject property is located within Tier 2 – In Tier 2, the City should promote the annexation of those parcels which are surrounded by, and or have direct adjacency to, the City limits of Grand Junction. Annexation and development of these parcels will provide development opportunities while minimizing the impact on infrastructure and City services.

Relationship to Existing Zoning. Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation.

- Guide future zoning changes. Requests for zoning changes are required to implement the Comprehensive Plan.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Church on the Rock Annexation Zone of Annexation, ANX-2021-578 request for the property located at 566 Rio Hondo Road, from County RSF-4 (Residential Single Family – 4 du/ac) to a City R-8 (8 du/ac), the following findings of facts have been made:

1. The request conforms with 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, Staff has recommended approval of the request. The Planning Commission will hear this request and provide a recommendation at their December 14th meeting.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to introduce an ordinance zoning the Church on the Rock North Annexation to R-8 (Residential 8 du/ac) zone district, from Mesa County zoning of RSF-4 (Residential Single Family 4 du/ac) and set a public hearing for January 5, 2022.

Attachments

1. Development Application submitted 13 Aug 2021

2. Annexation Schedule - Table - Church on the Rock North Annexation
3. Church on the Rock North Annex Map
4. Maps and Site Photo
5. ORD-Zoning Church on the Rock North Annex 120821

Development Application

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

Petition For:

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

Existing Land Use Designation <input type="text" value="Single Family Residence"/>	Existing Zoning <input type="text" value="RSF-4"/>
Proposed Land Use Designation <input type="text" value="Residential Medium"/>	Proposed Zoning <input type="text" value="R-8"/>

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 Digitally signed by Tracy States Date: 2021.06.30 11:54:29 -06'00' Date

Signature of Legal Property Owner Date

General Project Report

**Annexation/Zoning/Simple
Subdivision (Boundary Adjustment)
566 Rio Hondo Road & 2170 Broadway,
Grand Junction, CO 81507**

July 16, 2021

Prepared for:

Church of the Rock, Inc.

2170 Broadway, Grand Junction, CO 81507

Prepared by:



215 Pitkin, Grand Junction, CO 81501

Grand Junction, CO 81506

Phone: (970) 241-4722

Fax: (970) 241-8841

A. Project Description

1) Location: The project is located at 566 Rio Hondo Road and 2170 Broadway.

2) Acreage: 566 Rio Hondo Road contains approximately 4.78 acres and 2170 Broadway contains approximately 4.92 acres.

3) Proposed Use: This submittal is for Annexation and Zoning of 566 Rio Hondo Road into the City of Grand Junction in order to be able to adjust the lot line between 566 Rio Hondo Road and 2170 Broadway. The line will be moved to include the sheds that are just north of the property line, onto the Church property. The proposed zoning is R-8, the same as 2170 Broadway. The future land use indicates Residential Medium for 566 Rio Hondo. The request meets the intent of the 2020 Comprehensive Plan.

B. Public Benefit

While there is no direct benefit as a result of this application, the proposed Annexation and Zoning will provide medium density zoned land for future development.

C. Neighborhood Meeting

A neighborhood meeting was held virtually via a zoom meeting on July 15, 2021. A summary of the meeting is included with this submittal.

D. Project Compliance, Compatibility, and Impact

1) Adopted plans and/or policies:

The proposed Rezoning, in conjunction with the 2020 Comprehensive Plan, will comply with the adopted codes, plans and requirements for the property. The proposed R-8 zoning is appropriate for the Residential Medium category of the Comprehensive Plan and mirrors the zoning of 2170 Broadway.

2) Land use in the surrounding area:

The uses contained within the surrounding area are a mix of commercial, agricultural and large lot residential, as well as medium density residential. There is a shopping center in the vicinity, as well as Grand Junction Fire Department Station 5, Redlands Middle School, The Rock Church (subject property) and Life Community Church.

3) Site access and traffic patterns:

Not applicable for this submittal.

4) Availability of utilities, including proximity of fire hydrants:

The subject parcel is served by the following:

Ute Water District
City of Grand Junction Sewer

Redlands Water and Power Company
Xcel Energy
Grand Junction Fire Station No. 5
Spectrum/Charter
CenturyLink/Lumen

Fire Hydrants are located on the northeast corner of 3067 Patterson Road (adjoiner) and in the subdivision to the south of the southerly parcel proposed for residential development. Adequate water lines and hydrants will be designed when the southerly parcel develops.

5) Special or unusual demands on utilities:

There will be no unusual demand on utilities as a result of the annexation, zoning and boundary adjustment.

6) Effects on public facilities:

The project will have no adverse effect on public facilities.

7) Hours of operation:

Typical of residential and church development.

8) Number of employees:

Not applicable.

9) Signage:

Not applicable.

10) Site Soils Geology:

Not applicable.

11) Impact of project on site geology and geological hazards:

None are anticipated.

E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted

Section 21.02.070 (6) of the Zoning and Development Code:

General Approval Criteria. No permit may be approved unless all of the following criteria are satisfied:

(i) Compliance with the Comprehensive Plan and any applicable adopted plan.

The Rezone request is in compliance with the newly adopted 2020 Comprehensive Plan.

(ii) Compliance with this zoning and development code.

The request is in compliance with the zoning and development code.

(iii) Conditions of any prior approvals.

There are no conditions of prior approvals.

(iv) Public facilities and utilities shall be available concurrent with the development.

All public facilities and utilities will be available concurrent with the annexation, zoning and boundary adjustment.

(v) Received all applicable local, State and federal permits.

All applicable permits will be obtained for this project.

Section 21.02.070(6)(p) Simple Subdivisions:

(3) Additional Approval Criteria. The Director will approve a simple subdivision if the applicant demonstrates that:

(i) Any changes to existing easements or right-of-way have been completed in accordance with this code or otherwise allowed by law (additional easements or right-of-way may be dedicated);

The proposed changes have been made in accordance with the code. Setbacks have been observed.

(ii) The right-of-way shown on the Grand Valley Circulation Plan is not changed; and

Right-of-way is not changed as a result of the boundary adjustment.

(iii) If a new lot is being created, no portion of the property may have been the subject of a previous simple subdivision creating a new lot within the preceding 10 years or a minor exemption subdivision (see subsection (o) of this section).

No new lot is being created by the boundary adjustment.

Section 21.02.140 Code amendment and rezoning:

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

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

The proposed zoning request of R-8 will bring the parcel into compliance with the newly adopted 2020 Comprehensive Plan. The current County zoning of RSF-4 does not meet the intent.

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

The amendment would allow for future medium density development in this much desired area of Grand Junction, and is consistent with the Comprehensive Plan.

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

Public and community facilities are existing and adequate and will support medium density residential and commercial developments and are not affected as a result of the zoning request.

(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

This parcel of land is adequately serviced by utilities and roadways. There is an inadequate supply of medium density development parcels in this area, that haven't already been developed.

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

The area will benefit with the development of medium density residential development in the future with the extension of services.

21.02.160 Annexation:

(c) Approval Criteria. The application shall meet all applicable statutory and City administrative requirements.

In order for this parcel to develop, it must annex into the City of Grand Junction limits due to its location within the 201 Boundary. The application meets all applicable statutory and City administrative requirements.

F. Development Schedule

Not applicable for this submittal.

STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

Monica Hillier, of lawful age, being first duly sworn, upon oath, deposes and says:

That he 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.

Monica Hillier

Subscribed and sworn to before me this 13th day of October, 2021.

Witness my hand and official seal.

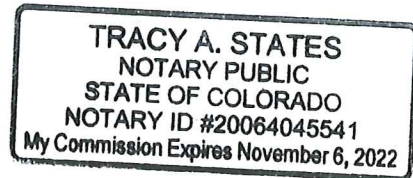
Tracy A. States

Notary Public

466 Duffy Drive
Grand Junction Co 81504

Address

My commission expires: 11/06/2022



**CHURCH ON THE ROCK NORTH 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: 566 RIO HONDO ROAD
Tax ID # 2947-231-00-103

As described and shown on the attached documents:

- Annexation Parcel – Description
- Annexation Parcel – Exhibit

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, Church on the Rock North 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.

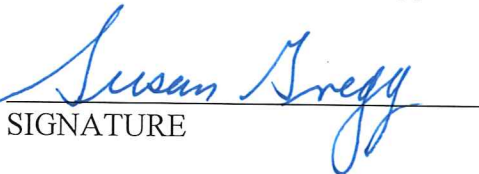
Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of the signer and the date of signature are set forth hereafter opposite the name of the signer, and that the legal 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.

Church on the Rock, Inc.
NAME

2170 Broadway Ave, Grand Junction, CO 81507
ADDRESS

Print Name, Title Susan Gregg, Secretary


SIGNATURE

10-13-21
DATE

(Church on the Rock North Annexation Petition)



**ANNEXATION/ZONING/SIMPLE SUBDIVISION
of the property located at 566 Rio Hondo Road
(Parcel No. 2947-231-00-103)**

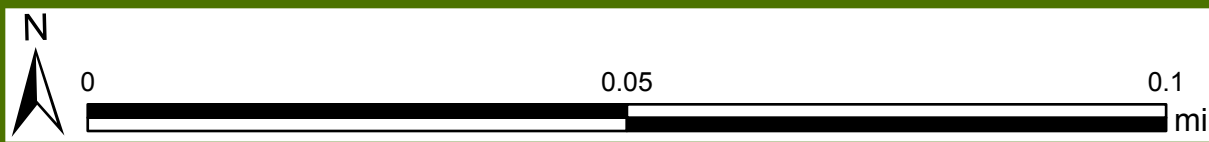
**SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING
TUESDAY, JULY 15, 2021, @ 5:30 PM
VIA ZOOM**

A virtual neighborhood meeting for the above-referenced Annexation/Zoning/Simple Subdivision, was held July 15, 2021 via Zoom, at 5:30 PM. The letter notifying the neighboring property owners within the surrounding 500 feet of the meeting was sent on June 30, 2021, per the mailing list received from the City of Grand Junction. There were no attendees from the public. Present were Tracy States, Project Coordinator with River City Consultants, Jace Hochwalt, Senior Planner with the City of Grand Junction, Pastor Paul Labig and Sharon Kellogg with The Rock Church, the property owner.

Ms. States presented the maps intended to be shown to the public and they are included with this summary. Tracy advised what she had intended to say to the public which included information regarding existing zoning and proposed zoning, and the proposed boundary line adjustment. Pastor Paul Labig confirmed there are no plans currently to develop the 566 Rio Hondo Road property.

The meeting adjourned at approximately 5:45 PM.

Location Map



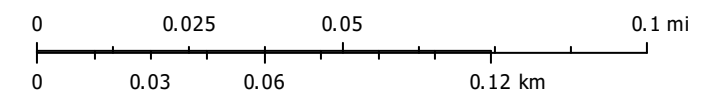
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1 inch equals 94 feet
Scale: 1:1,128



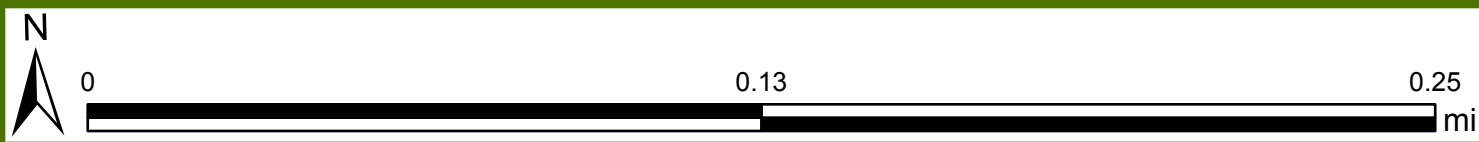
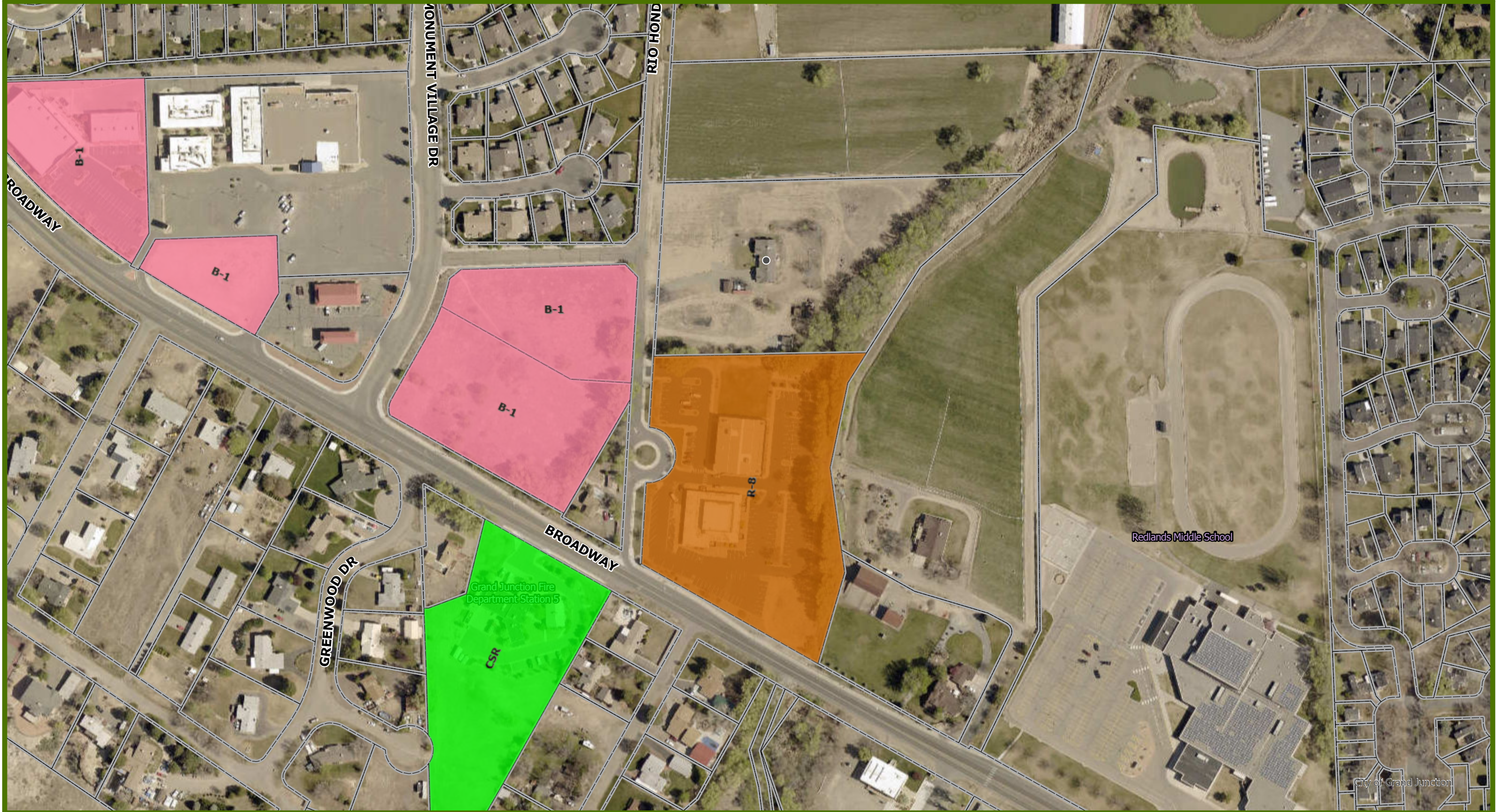
The Geographic Information System (GIS) and its components are designed as a source of reference for answering inquiries, for planning and for modeling. GIS is not intended or does not replace legal description information in the chain of title and other information contained in official government records such as the County Clerk and Recorder's office or the courts. In addition, the representations of location in this GIS cannot be substituted for actual legal surveys. The information contained herein is believed accurate and suitable for the limited uses, and subject to the limitations, set forth above. Mesa County makes no warranty as to the accuracy or suitability of any information contained herein. Users assume all risk and responsibility for any and all damages, including consequential damages, which may flow from the user's use of this information.

Zoning Map Mesa County

Print Date: July 15, 2021
 Packet Page 391

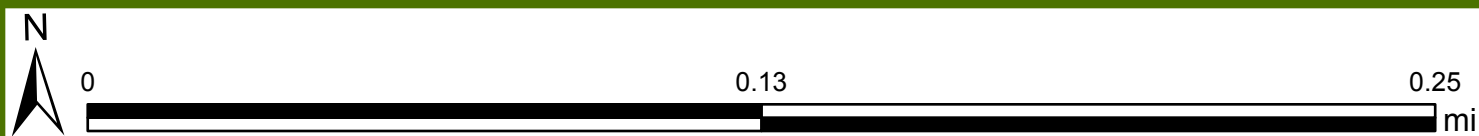


Zoning Map City of Grand Junction



Printed: 7/15/2021
1 inch equals 188 feet
Scale: 1:2,257

2020 Comprehensive Plan Designation

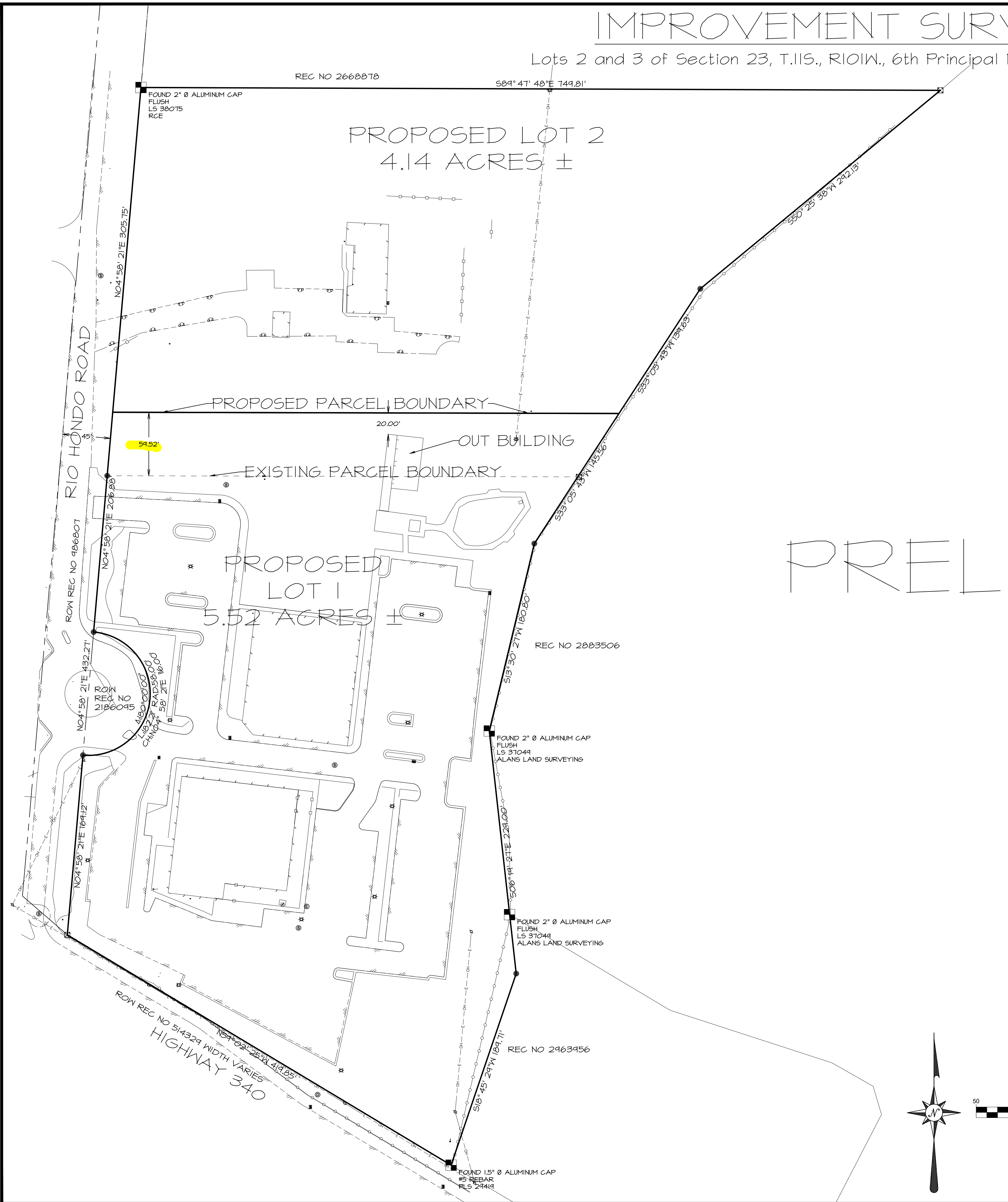


Printed: 7/15/2021
1 inch equals 188 feet
Scale: 1:2,257

IMPROVEMENT SURVEY PLAT

Lots 2 and 3 of Section 23, T.11S., R.10W., 6th Principal Meridian, Mesa County, Colorado

PROPERTY DESCRIPTION



PRELIMINARY

This survey was conducted without the benefit of an abstract or current title commitment. Evidence of title, easements of record, rights of way, adjoiners, and encumbrances affecting this property reviewed and considered part of the this survey are noted hereon. There may exist other documents, both recorded and unrecorded, that would affect title to this parcel.

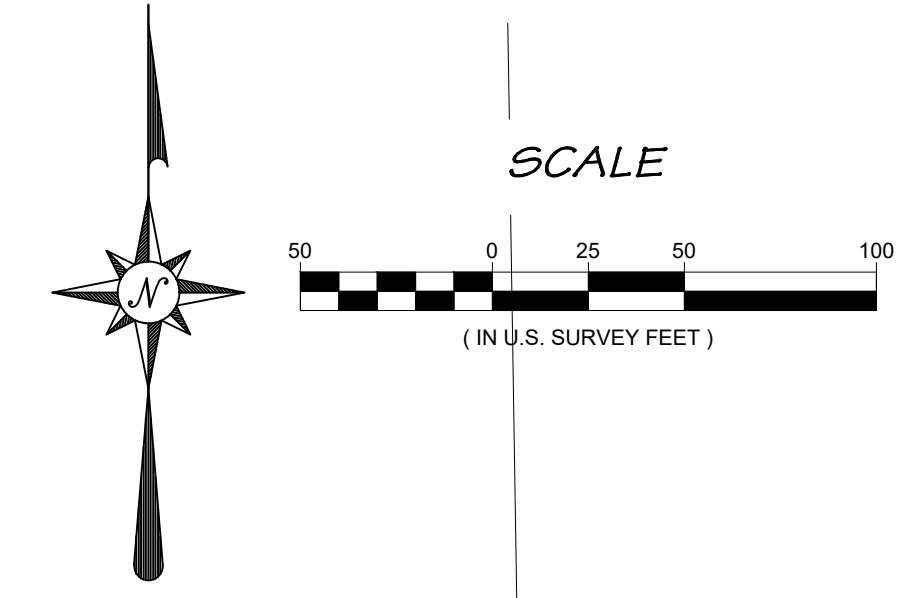
SURVEYOR'S STATEMENT

I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K Thomas,
Colorado PLS 38274

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

LAND SURVEY DEPOSITS
Mesa County Surveyor's Office
Date _____
Deposit Number _____



RIVER CITY CONSULTANTS
215 Pitkin Avenue, Unit 201 Phone: 970.241.4122
Grand Junction, CO 81501 www.rccwest.com Fax: 970.241.8841

IMPROVEMENT SURVEY PLAT
Lots 2 and 3 of Section 23, T.11S.,
R.10W., 6th Principal Meridian, Mesa
County, Colorado

Sheet 2 of 2	Date: 06/08/2017	Job No. 1244-007
Surveyed: AKT	Drawn: AKT	Checked: KST
Drawing name: S:\PROJECTS\2016 The Rock Church\001 Area_2\img_561\Survey\DWG\2016-001 PRELIM.dwg		

LEGAL DESCRIPTION

566 RIO HONDO ROAD

Parcel 1:

A parcel of land situated in the NE 1/4 of Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian being more particularly described as follows:

Beginning at a point from whence the North Quarter Corner of said Section 23 bears North 20° 18' West 1763.29 feet;

thence South 04°49' West 365.5 feet;

thence East 441.89 feet;

thence North 33°44' East 209.96 feet;

thence North 49°32' East 292.13 feet;

thence West 750.04 feet to the Point of Beginning.

County of Mesa, State of Colorado

2170 BROADWAY

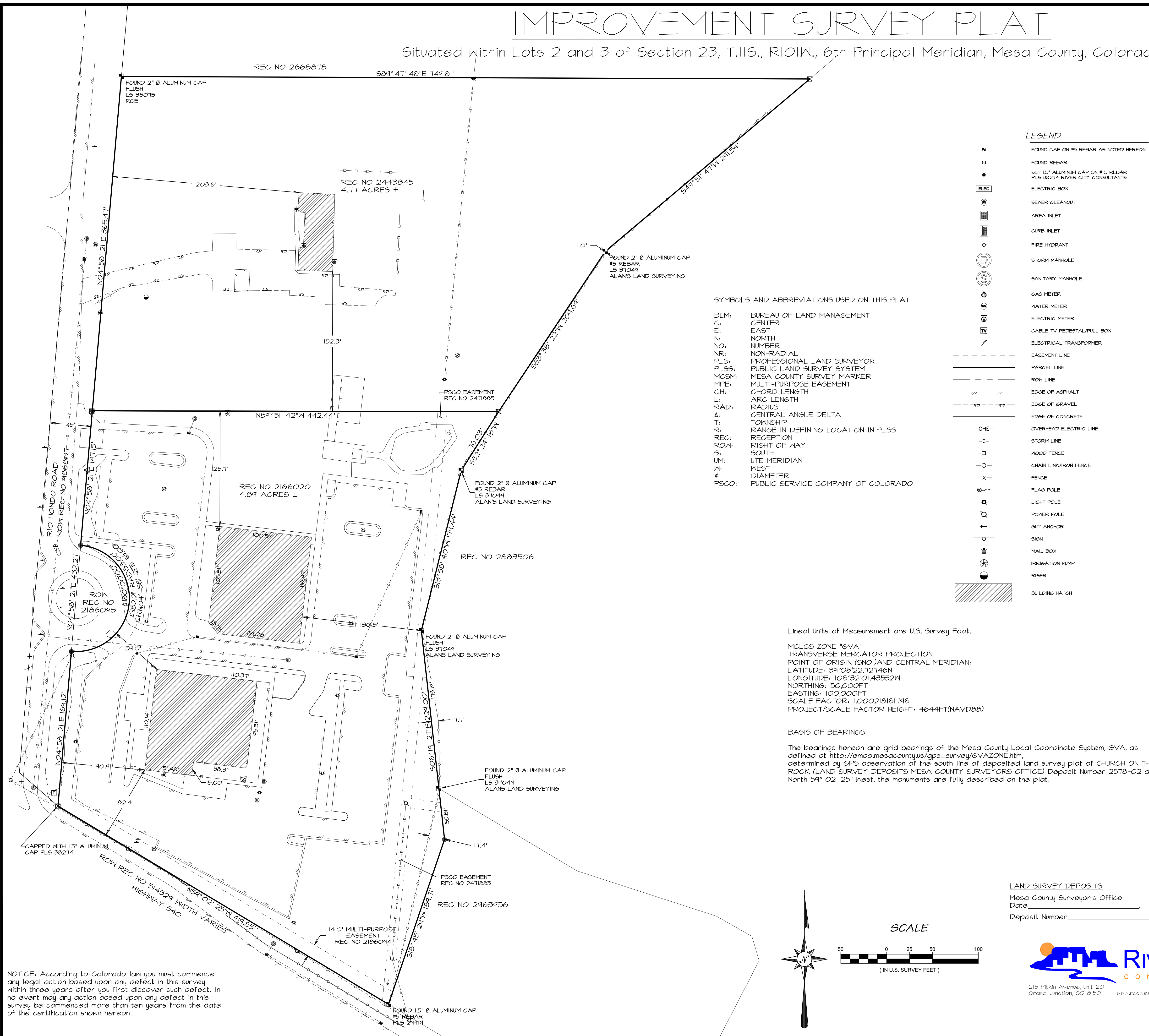
A certain parcel of land lying in the East Half (E 1/2) of Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the point of intersection of the Northerly right of way for Colorado Highway 340 (Broadway), as same is depicted on plans by the Colorado State Highway Department, Federal and Secondary Project No. S 0143(1), and the East line of the 50' right of way for Rio Hondo Road, as same is recorded in Book 945, Page 602, Public Records of Mesa County, Colorado and depicted on the Plat of Monument Village Commercial Center, as same is recorded in Plat Book 17, Page 396, Public Records of Mesa County, Colorado, being the Southwest corner of that certain parcel of land, Parcel Control Number 2947-231-00-950, Mesa County, Colorado, and considering the East line of said Rio Hondo Road to bear N 05°01'52" E with all other bearings mentioned herein being relative thereto; thence from said Point of Beginning, N 59°01'04" W along the North line of said Colorado Highway 340 (Broadway) a distance of 55.61 feet to a point on the West right of way for said Rio Hondo Road; thence N 05°01'52" E along the West line of said Rio Hondo Road and the East line of said Monument Village Commercial Center, a distance of 403.74 feet; thence S 89°50'04" E a distance of 491.91 feet; thence S 33°53'56" W a distance of 75.24 feet; thence S 13°15'56" W a distance of 180.80 feet; thence S 06°19'04" E a distance of 229.00 feet; thence S 18°52'58" W a distance of 189.71 feet to a point on the Northerly right of way for Colorado Highway 340 (Broadway); thence N 59°01'04" W along said Northerly right of way, a distance of 419.90 feet, more or less, to the Point of Beginning.

CONTAINS 5.4946 Acres (239,346.95 Square Feet) more or less, as described.

IMPROVEMENT SURVEY PLAT

Situated within Lots 2 and 3 of Section 23, T.11S., R.10W., 6th Principal Meridian, Mesa County, Colorado



PROPERTY DESCRIPTION 1

PER RECEPTION NUMBER 2443845:
Parcel 1:
A parcel of land situated in the NE1/4 of Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian being more particularly described as follows:
Beginning at a point from whence the North Quarter Corner of said Section 23 bears North 20°18' West 1163.24 feet;
thence South 04°44' West 365.5 feet;
thence East 441.84 feet;
thence North 33°44' East 209.96 feet;
thence North 44°32' East 292.13 feet;
thence West 750.04 feet to the Point of Beginning.

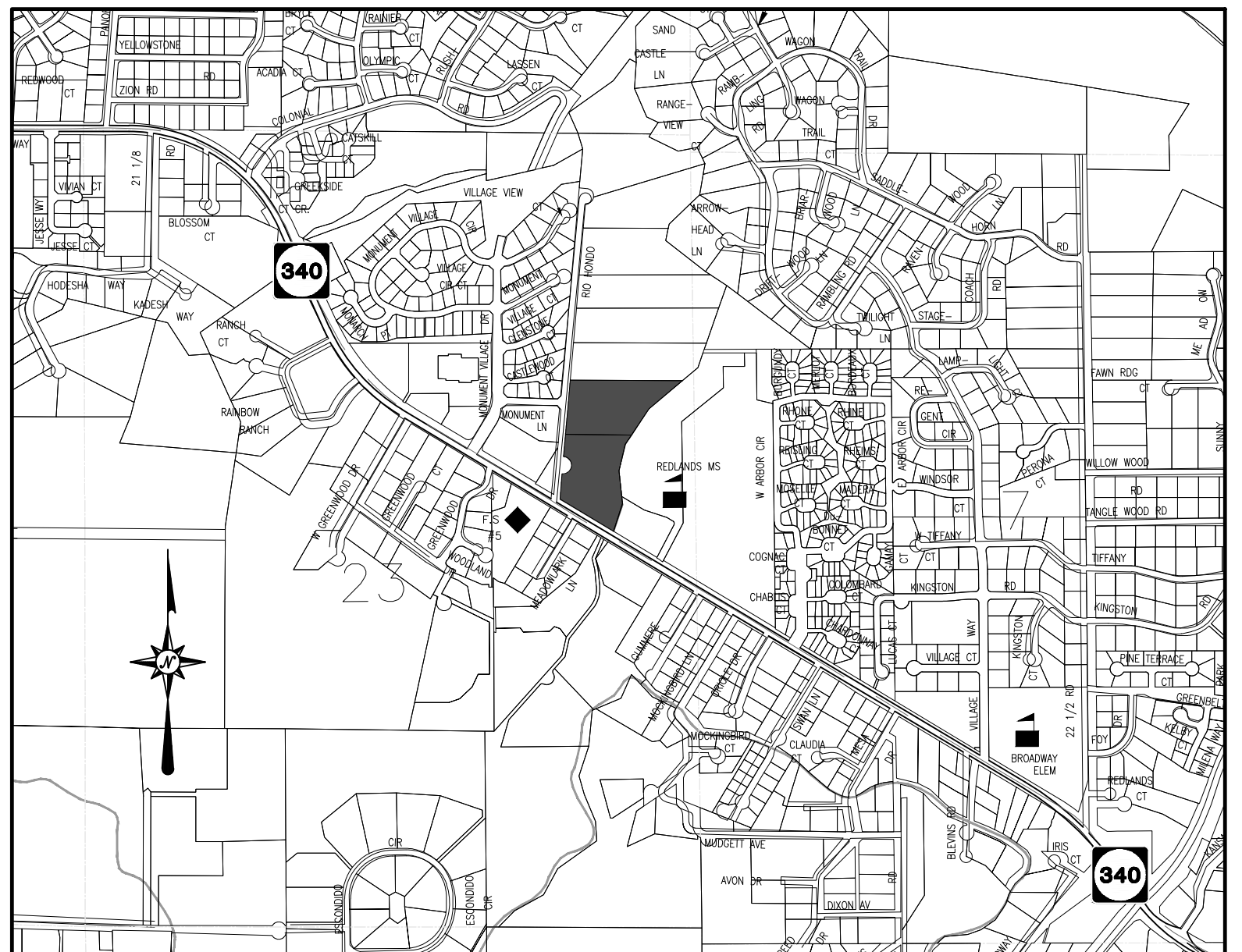
PROPERTY DESCRIPTION 2

PER RECEPTION NUMBER 2166020
A parcel of land situated in the SW1/4 of the NE1/4 of Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian, being more particularly described as follows:
Beginning at a point on the Northernly right of way of Colorado State Highway No. 340 from whence the North Quarter corner of said Section 23 bears North 12°32'30" West 2508.58 feet;
thence along said Northernly right of way South 59°11' East 419.9 feet;
thence North 18°43' East 189.71 feet;
thence North 06°24' West 229.0 feet;
thence North 13°06' East 180.9 feet;
thence North 33°44' East 75.24 feet;
thence West 441.84 feet;
thence South 04°44' West 432.3 feet to the Point of Beginning.

SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

- BLM: BUREAU OF LAND MANAGEMENT
- C: CENTER
- E: EAST
- N: NORTH
- NO: NUMBER
- NR: NON-RADIAL
- PLS: PROFESSIONAL LAND SURVEYOR
- PLSS: PUBLIC LAND SURVEY SYSTEM
- MCSM: MESA COUNTY SURVEY MARKER
- MPE: MULTI-PURPOSE EASEMENT
- CH: CHORD LENGTH
- L: ARC LENGTH
- RAD: RADIUS
- Δ: CENTRAL ANGLE DELTA
- T: TOWNSHIP
- R: RANGE IN DEFINING LOCATION IN PLSS
- REC: RECEPTION
- ROW: RIGHT OF WAY
- S: SOUTH
- UM: UTE MERIDIAN
- W: WEST
- φ: DIAMETER
- PSCO: PUBLIC SERVICE COMPANY OF COLORADO

- ### LEGEND
- FOUND CAP ON #5 REBAR AS NOTED HEREON
 - FOUND REBAR
 - SET 1.5" ALUMINUM CAP ON # 5 REBAR
PLS 38274 RIVER CITY CONSULTANTS
 - ELECTRIC BOX
 - SEWER CLEANOUT
 - AREA INLET
 - CURB INLET
 - FIRE HYDRANT
 - STORM MANHOLE
 - SANITARY MANHOLE
 - GAS METER
 - WATER METER
 - ELECTRIC METER
 - CABLE TV PEDESTAL/PULL BOX
 - ELECTRICAL TRANSFORMER
 - EASEMENT LINE
 - PARCEL LINE
 - ROW LINE
 - EDGE OF ASPHALT
 - EDGE OF GRAVEL
 - EDGE OF CONCRETE
 - OVERHEAD ELECTRIC LINE
 - STORM LINE
 - WOOD FENCE
 - CHAIN LINK/IRON FENCE
 - FENCE
 - FLAG POLE
 - LIGHT POLE
 - POWER POLE
 - GUY ANCHOR
 - SIGN
 - MAIL BOX
 - IRRIGATION PUMP
 - RISER
 - BUILDING HATCH



Deed noted herein as recorded as Reception Number 2166020 describes the parcel within the SW1/4 of the NE1/4 of Section 23; this is incorrect and should be referred to as Lot 2 and Lot 3 of Section 23.
This survey plat does not constitute a title search by the undersigned surveyor or River City Consultants, Inc. and no certification as to title or ownership of any parcels shown hereon is made by either. All information regarding ownership, rights-of-way, easements of record, adjoiners, and other documents that may affect the quality of title to this property is from a title commitment prepared by Advanced Title Company, ATC-21-9239, dated July 20, 2021. Other documents may exist which would affect this property.

Both parcels described hereon are subject to right-of-way for ditches or canals as reserved in the United States Patent as recorded at Reception Number 105140, 1912. The location of these reservations is not specified.

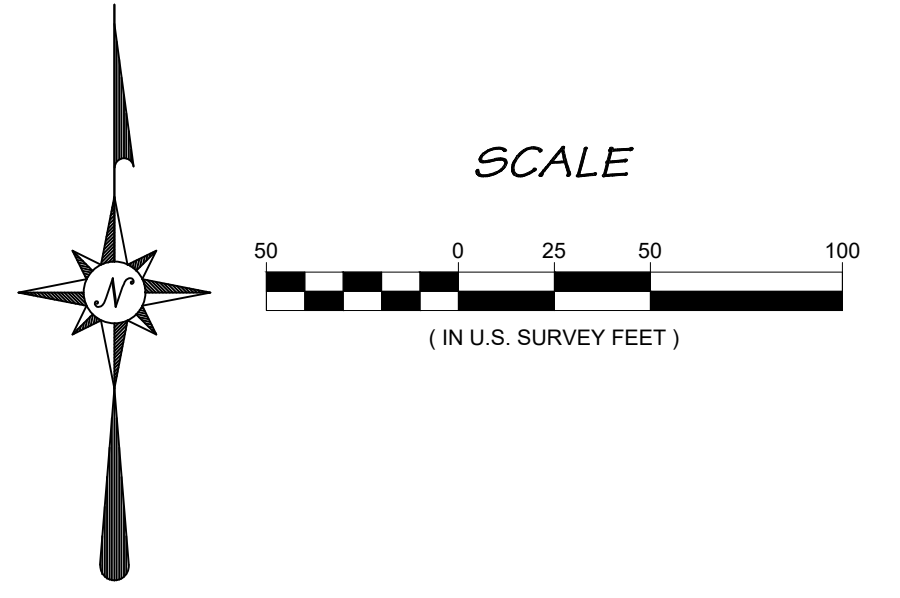
SURVEYOR'S STATEMENT

I, Alec K. Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K. Thomas,
Colorado PLS 38274



LAND SURVEY DEPOSITS
Mesa County Surveyor's Office
Date _____
Deposit Number _____



IMPROVEMENT SURVEY PLAT		
Situated within Lots 2 and 3 of Section 23, T.11S., R.10W., 6th Principal Meridian, City of Grand Junction, Mesa County, Colorado		
Sheet 1 of 1	Date: 08/08/2021	Job No. 2016-001
Surveyed: KM	Drawn: AKT	Checked: BDM
Drawing name: S:\PROJECTS\2016 The Rock Church\001 Area_2\img_561\Survey\DWG\2016-001 ISF.dwg		

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

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Church on the Rock, Inc. ("Entity") is the owner of the following property:

(b) 566 Rio Hondo Road and 2170 Broadway, Grand Junction, CO 81507

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) Secretary 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:

Solely for the purpose of moving the church property line and Annexing 566 Rio Hondo property

- 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) Annexation/Zoning/Simple Subdivision

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

(e) None

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

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

Signature of Entity representative: Susan Gregg

Printed name of person signing: Susan Gregg, Secretary

State of Colorado)

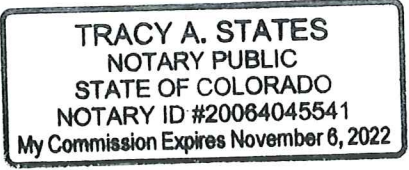
County of Mesa) ss.

Subscribed and sworn to before me on this 13th day of October, 20 21

by Susan Gregg

Witness my hand and seal.

My Notary Commission expires on 11/06/2022



Tracy A. States
Notary Public Signature



660 Rood Avenue, Ste. A, Grand Junction, CO
81501
Phone: (970)255-7677 Fax: (970)808-2332

Visit us at www.advancetitleco.com

Date: July 20, 2021
Order No.: ATC-21-9233
Seller: Church On The Rock, Inc., a Colorado nonprofit corporation
Buyer: Purchaser To Be Determined
Property: 566 Rio Hondo Road, Grand Junction, CO 81507
2170 Broadway, Grand Junction, CO 81507

Please direct all Title inquiries to:

Sabrina Yanez
Sabrina@advancetitleco.com
970-255-7677

SELLER(S):

Church On The Rock, Inc., a Colorado nonprofit
corporation
Delivery Method: Customer

BUYER(S):

Purchaser To Be Determined
Delivery Method: Customer

Customer:

Church on the Rock
Sharon Kellogg
sharonk@therockgj.com
Delivery Method: Email

We Look Forward to Providing You Title and Closing Services



Wire Fraud Prevention Notice



Wire Fraud is on the rise. Before wiring funds to any party of your transaction, including Advanced Title Company, please call to verify any wiring instructions you may have received. Beware of any changes to the wiring instructions, no matter who you may believe has sent them or who may be requesting funds and verify any changes by using contact information received prior to the change request. Protect yourself from fraud. Always call to verify, change your passwords regularly, be suspicious of links or attachments in email correspondence, use encrypted communication methods where available and be alert for any changes in email contacts.

COMMITMENT FOR TITLE INSURANCE



NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a(n) Colorado corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 60 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Advanced Title Company

Sabrina Yanez

Sabrina Yanez



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMITMENT FOR TITLE INSURANCE



Commitment No.: ATC-21-9233

SCHEDULE A

- 1. Commitment Date: July 16, 2021 at 12:00 AM
2. Policy to be issued:

a. ALTA Owner's Policy (06/17/06)
Proposed Insured: Purchaser To Be Determined

Amount
\$N/A

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:
Church On The Rock, Inc., a Colorado nonprofit corporation

5. The Land is described as follows:

Purported Address: 566 Rio Hondo Road, Grand Junction, CO 81507 and 2170 Broadway, Grand Junction, CO 81507

Parcel 1:

A parcel of land situated in the NE1/4 of Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian being more particularly described as follows:
Beginning at a point from whence the North Quarter Corner of said Section 23 bears North 20°18' West 1763.29 feet;
thence South 04°49' West 365.5 feet;
thence East 441.89 feet;
thence North 33°44' East 209.96 feet;
thence North 49°32' East 292.13 feet;
thence West 750.04 feet to the Point of Beginning.
County of Mesa, State of Colorado
Click here for Assessor Parcel Information.

For Identification Purposes Only: Parcel No(s): 2947-231-00-103

Statement of Charges: These charges are due and payable before a Policy can be issued.

Table with 2 columns: Description and Amount. Rows include TBD Title Commitment (\$300.00), Tax Certificate (\$30.00), and Extra Parcel Fee (\$100.00).

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SCHEDULE A
(Continued)

Parcel 2:

A parcel of land situated in the SW1/4 NE1/4 of Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at a point on the Northerly right of way of Colorado State Highway No. 340 from whence the North Quarter corner of said Section 23 bears North 12°32'30" West 2,508.58 feet;
thence along said Northerly right of way South 59°11' East 419.9 feet;
thence North 18°43' East 189.71 feet;
thence North 06°29' West 229.0 feet;
thence North 13°06' East 180.8 feet;
thence North 33°44' East 75.24 feet;
thence West 441.89 feet;
thence South 04°49' West 432.3 feet to the Point of Beginning,

EXCEPT that tract of land conveyed to the City of Grand Junction April 8, 2004 at [Reception No. 2186095](#).

County of Mesa, State of Colorado

[Click here for Assessor Parcel Information.](#)

For Identification Purposes Only: Parcel No(s): 2947-231-00-193

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COMMITMENT FOR TITLE INSURANCE



Commitment No.: ATC-21-9233

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Evidence satisfactory to the Company and its underwriter of payment of all outstanding taxes, charges and assessments as certified by the County Assessor. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent pursuant to Colorado Revised Statutes § 10-11-122 (1)(b) for any sale and for any loan pursuant to lender instructions. For Information Purposes Only: County Parcel Number(s): 2947-231-00-103 [Click here for Tax Certificate](#), as to Parcel 1. [Click here for Tax Certificate](#), as to Parcel 2.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, together with additional documents as required by the Company as follows:
 - a. Deed from Church On The Rock, Inc., a Colorado nonprofit corporation to Purchaser To Be Determined sufficient to convey the fee simple estate or interest in the Land described or referred to herein. [Click here for Vesting Deed](#), as to Parcel 1. [Click here for Vesting Deed](#), as to Parcel 2.
 - i. NOTE: Statement of Authority for Church On The Rock, Inc., a Colorado nonprofit corporation recorded June 28, 2021 at [Reception No. 2987981](#) discloses the following name(s) of the parties authorized for said nonprofit corporation and otherwise complying with Colorado Revised Statute § 38-30-172: Joe Wilson - President; Dan Saunders - Treasurer; Susan Gregg - Secretary. **NOTE: This Statement of Authority has limitations as to the purpose and authority of whom is to sign.**
 - b. Release of Deed of Trust in favor of American National Bank to secure \$480,000.00 by instrument recorded June 11, 2008 at [Reception No. 2443846](#), as to Parcel 1.
 - c. Release of Deed of Trust in favor of Church Extension Plan, to secure \$1,610,395.00 by instrument recorded June 10, 2013 at [Reception No. 2657717](#), as to Parcels 1 and 2.

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SCHEDULE B - I
(Continued)

- d. Release of Certificate of Non-Compliance issued by the Community Development Department Building Division, Permit No. 19-03953 regarding the moving of an existing shed 20X12 as set forth by instrument recorded October 27, 2020 at [Reception No. 2949475](#), as to Parcel 1.
 - e. Statement of Authority for Church On The Rock, Inc., a Colorado nonprofit corporation disclosing the names of the parties authorized for said company and otherwise complying with Colorado Revised Statutes 38-30-172.
 - f. NOTE: This commitment is subject to such additional Requirements and Exceptions necessary once the identity of the Purchaser becomes known.
6. Execution of Company's Affidavit as to Debts, Liens, and other matters and its return to Advanced Title Company. NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), notify the Company within 10 days of receipt of this title commitment.
7. Resolution by the governing board of Church On The Rock, Inc., a Colorado nonprofit corporation, owner approving the boundary line adjustment of subject property and identifying the party(ies) with authority to sign on behalf of said nonprofit corporation.

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COMMITMENT FOR TITLE INSURANCE



Commitment No.: ATC-21-9233

SCHEDULE B, PART II Exceptions

Schedule B of the policy or policies to be insured will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

NOTE: Exceptions 1 and 4 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 4 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 2 and 3 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 5 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

1. Rights or claims of parties in possession, not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public record or attaching subsequent to the Effective Date hereof but prior to the date the proposed insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservation or exceptions in Patents or in Acts authorizing the issuance thereof, minerals of whatsoever kind, subsurface or surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the excepted matters are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.

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SCHEDULE B - II
(Continued)

Parcel 1 Exceptions:

9. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 25, 1912 at [Reception No. 105740](#).
10. Lease(s) if any, in existence and not of record.

Parcel 2 Exceptions:

11. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded November 25, 1912 at [Reception No. 105740](#).
12. Ordinance No. 3580 regarding the annexation of territory to the City of Grand Junction recorded November 13, 2003 at [Reception No. 2159043](#).
13. Grant of Multipurpose Easement to the City of Grand Junction as set forth by instrument recorded April 8, 2004 at [Reception No. 2186094](#).
14. Public Service Company of Colorado Easement recorded January 14, 2009 at [Reception No. 2471885](#).
15. Any loss or damage arising from the fact that the fence lines on or near the boundary lines of the subject property do not coincide with the exact courses of the boundary lines, as disclosed by Boundary Survey by Robert J. Levine, Job No. [Deposit No. 2578-02](#) dated April 24, 2002, a copy of which has been furnished to this Company.
16. Lease(s) if any in existence and not of record.

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DISCLOSURES

Order No.: ATC-21-9233

Note: Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A) The subject real property may be located in a special taxing district;
- B) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the county treasurer or the county treasurer's authorized agent;
- C) Information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder, or the county assessor

Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that **Advanced Title Company** conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- A) That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: This disclosure applies only if Schedule B, Section II of the title commitment herein includes an exception for severed minerals.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

Note: Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein, unless the above conditions are fully satisfied.

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE **Advanced Title Company** DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of **Advanced Title Company** and its affiliates (“ATC”), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as **Advanced Title Company**, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does ATC Notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does ATC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does ATC collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: 618 Rood Avenue, Grand Junction, CO; 81501; 970-255-7677.

MESA COUNTY CERTIFICATE OF TAXES DUE

Account Number R074233
Parcel 294723100103

Certificate Number 105790
Acres 0.00
Order Number
Vendor ID
RIVER CITY CONSULTANTS
215 PITKIN AVE #201 GJ 81501

Assessed To
CHURCH ON THE ROCK INC
2170 BROADWAY
GRAND JUNCTION, CO 81507-1057

Legal Description	Situs Address
BEG S 20DEG18' E 1763.29FT FR N4 COR SEC 23 11S 101W S 4DEG49' W 365.5FT E 441.89FT N 33DEG44' E 209.96FT N 49DEG32' E 292.13FT W 750.04FT TO BEG	566 RIO HONDO RD

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2020	\$2,362.00	\$0.00	\$0.00	(\$2,362.00)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 06/23/2021					\$0.00

Tax Billed at 2020 Rates for Tax Area 11276 - 11276

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5020000	\$17.01	SINGLE FAMILY	\$220,000	\$15,730
GRAND JUNCTION RURAL FIRE	7.6010000	\$257.60	LAND		
GRAND RIVER MOSQUITO CTRL	1.3620000	\$46.16	SINGLE FAMILY IMP	\$253,980	\$18,160
LIBRARY DISTRICT	3.0230000	\$102.45	Total	\$473,980	\$33,890
MESA COUNTY	11.4290000*	\$387.33			
COUNTY ROAD & BRIDGE-FULL L	0.5480000	\$18.57			
GJ RURAL FIRE REDLANDS SUB	3.2460000	\$110.01			
SCHOOL DIST #51 GEN	29.1940000*	\$989.39			
SCHOOL DIST# 51 BOND	9.4120000	\$318.97			
SCHOOL DIST# 51 2017 OVERRI	3.3790000	\$114.51			
Taxes Billed 2020	69.6960000	\$2,362.00			

* Credit Levy

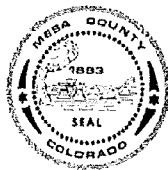
All tax lien sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's office will need to be contacted prior to remittance after the following dates: Personal Property and Mobile Homes, Real Property - September 1. Tax lien sale redemption amounts must be paid by cash or cashiers check.

Special taxing districts and the boundaries of such districts may be on file with the board of County Commissioners, the County Clerk, or the County Assessor.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

MESA COUNTY TREASURER, SHEILA REINER

Mesa County Treasurer
PO Box 20000
544 Rood Ave
Grand Junction CO 81502-5027

MESA COUNTY CERTIFICATE OF TAXES DUE

Account Number R074248
Parcel 294723100193

Certificate Number 105791
Acres 0.000
Order Number
Vendor ID
RIVER CITY CONSULTANTS
215 PITKIN AVE #201 GJ 81501

Assessed To
CHURCH ON THE ROCK INC
2170 BROADWAY
GRAND JUNCTION, CO 81507-1057

Legal Description

BEG S 12DEG32'30" SEC E 2508.58 FT FR N4 COR SEC 23 11S 101W S 59DEG11' E 419.9 FT N 18DEG43' E 189.7 FT N 6DEG29' W 229 FT N 13DEG06' E 180.8 FT N 33DEG44' E 75.24 FT W 441.89 FT S 4DEG49' W 432.3 FT TO BEG EXC RD ROW AS DESC IN B-3626 P-576/578 MESA CO RECDS - 4 88AC

Situs Address
2170 BROADWAY

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 06/23/2021					\$0.00

Tax Billed at 2020 Rates for Tax Area 14100 - 14100

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5020000	\$0.00	CHURCH - CHAPEL	\$888,620	\$257,700
MESA CNTY ROAD & BRIDGE-GRA	0.2740000	\$0.00	CHAPEL	\$801,080	\$232,310
CITY OF GRAND JUNCTION	8.0000000	\$0.00	Total	\$1,689,700	\$490,010
GRAND RIVER MOSQUITO CTRL	1.3620000	\$0.00			
LIBRARY DISTRICT	3.0230000	\$0.00			
MESA COUNTY	11.4290000*	\$0.00			
COUNTY ROAD & BRIDGE-1/2 LE	0.2740000	\$0.00			
SCHOOL DIST #51 GEN	29.1940000*	\$0.00			
SCHOOL DIST# 51 BOND	9.4120000	\$0.00			
SCHOOL DIST# 51 2017 OVERRI	3.3790000	\$0.00			
Taxes Billed 2020	66.8490000	\$0.00			

* Credit Levy

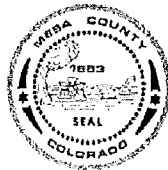
All tax lien sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's office will need to be contacted prior to remittance after the following dates: Personal Property and Mobile Homes, Real Property - September 1. Tax lien sale redemption amounts must be paid by cash or cashiers check.

Special taxing districts and the boundaries of such districts may be on file with the board of County Commissioners, the County Clerk, or the County Assessor.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

MESA COUNTY TREASURER, SHEILA REINER

Mesa County Treasurer
PO Box 20000
544 Rood Ave
Grand Junction CO 81502-5027

Grand Junction Fire Department New Development Fire Flow Form

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

SECTION A

Date: June 25, 2021
Project Name: The Rock Church Annexation/Zoning/Simple Subdivisio
Project Street Address: 566 Rio Hondo Road & 2170 Broadway
Assessor's Tax Parcel Number: 2947-231-00-103, 2947-231-00-193
Project Owner Name: Church on the Rock, Inc.
City or County project file #: TBD
Name of Water Purveyor: Ute Water

Applicant Name/Phone Number: Pastor Paul Labig 970-242-7625
Applicant E-mail: pastorpaul@therockgj.com

1. If the project includes one or more one or two-family dwelling(s):
 - a. The maximum fire area (see notes below) for each one or two family dwelling will be 2,660 square feet.
 - b. All dwelling units will , will not include an approved automatic sprinkler system.
Comments: Existing 2,660 SF ranch with basement built in 1976 and shed
2. If the project includes a building other than one and two-family dwelling(s):
 - a. List the fire area and type of construction (See International Building Code [IBC] for all buildings used to determine the minimum fire flow requirements:
Existing 10,330 SF Church built in 1983 and 11,540 SF building built in 2004, with associated parking and shed
 - b. List each building that will be provided with an approved fire sprinkler system:
Older building is does not have fire sprinkler system, newer building does
3. List the minimum fire flow required for this project (based on Appendix B and C in the International Fire Code[IFC]):
2,250 gpm at 20 p.s.i.
Comments: Buildings are existing, no new construction is proposed.

Note:

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

Fire Flow Rule: The City's Fire Code³ sets minimum fire flows for all structures. In general, at least 1000 g.p.m. at 20 p.s.i. is required for residential one or two family dwellings up to 3,600 square feet (sf) of fire area. For dwellings greater than 3,600 sf of fire area or all commercial structures, the minimum fire flow is 1,500 gpm at 20 p.s.i. (See Fire Flow Guidance Packet⁴). Inadequate fire flows are normally due to water supply pipes that are too small or too little water pressure, or a combination of both.

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

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

Grand Junction Fire Department New Development Fire Flow Form

SECTION B

[To be completed by the Water Supplier]

Attach fire flow test data for the hydrants

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

1. Circle the name of the water supplier: **Ute** Clifton Grand Junction

2. List the approximate location, type and size of supply lines for this project, or attach a map with the same information:

SEE ATTACHED MAP

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

SEE ATTACHED RESULTS

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

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

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

DUSTY KRIEGSHAUSER MAINTENANCE II/HYDRANT MAINTENANCE _____ Date: 7/1/2021 _____

Contact phone/E-mail of Water Supplier: 970-256-2882 hydrant@utewater.org _____

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

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

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

³ International Fire Code, 2012 Edition

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

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

Fire Flow Hydrant Master With Graph



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

Test Date: 7/1/21 9:00 am

NFWA Classification:	
Blue	AA
5680.28	

Work Order: 1,135
Operator: DUSTY K, ISAAC L, JEREMIAH H.

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

Test Hydrant: 3130
Address: 2155 MONUMENT LN
Cross Street:
Location:
District:
Sub-Division: MONUMENT VILLAGE SUB

Latitude: 703274.558
Longitude: 4329073.512
Elevation: 4645.13
State X / Y: _____ / _____

Pumpers:

Nozzles:

Open Dir:

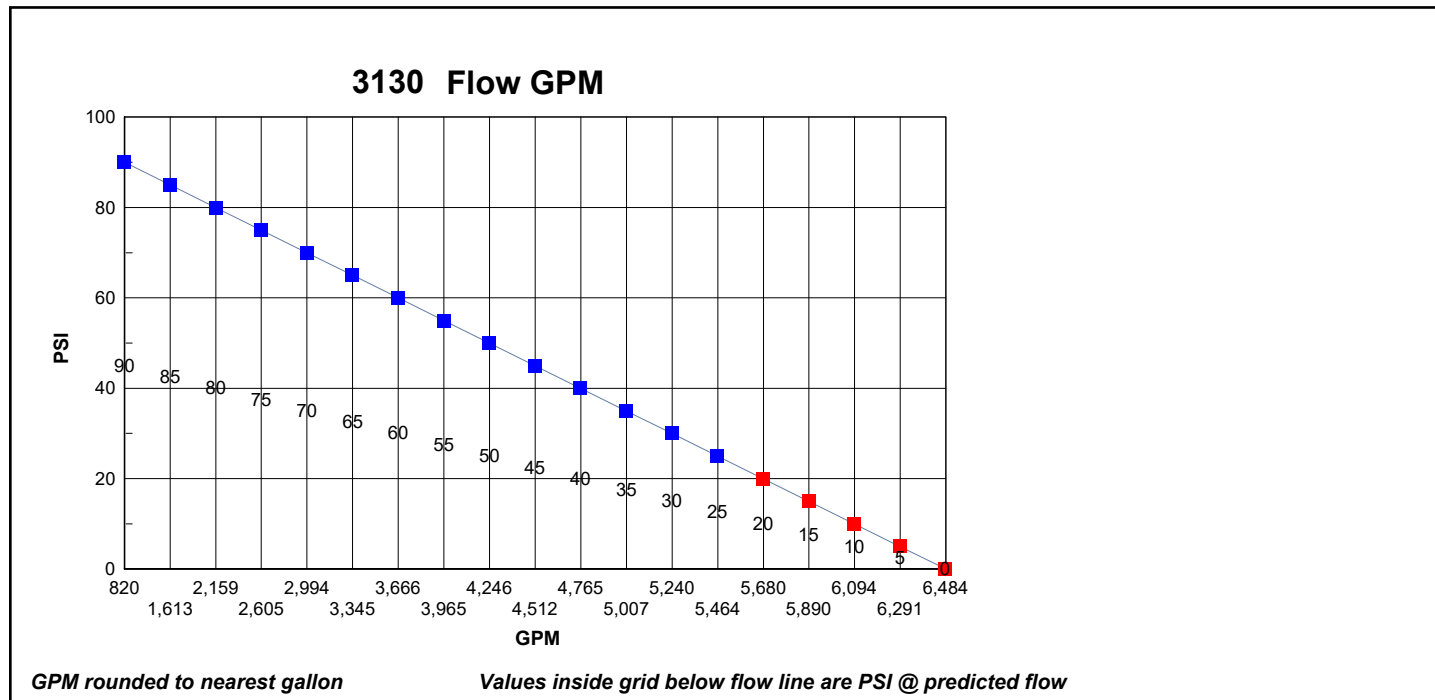
Manuf: Mueller
Model: Centurion 5 1/4

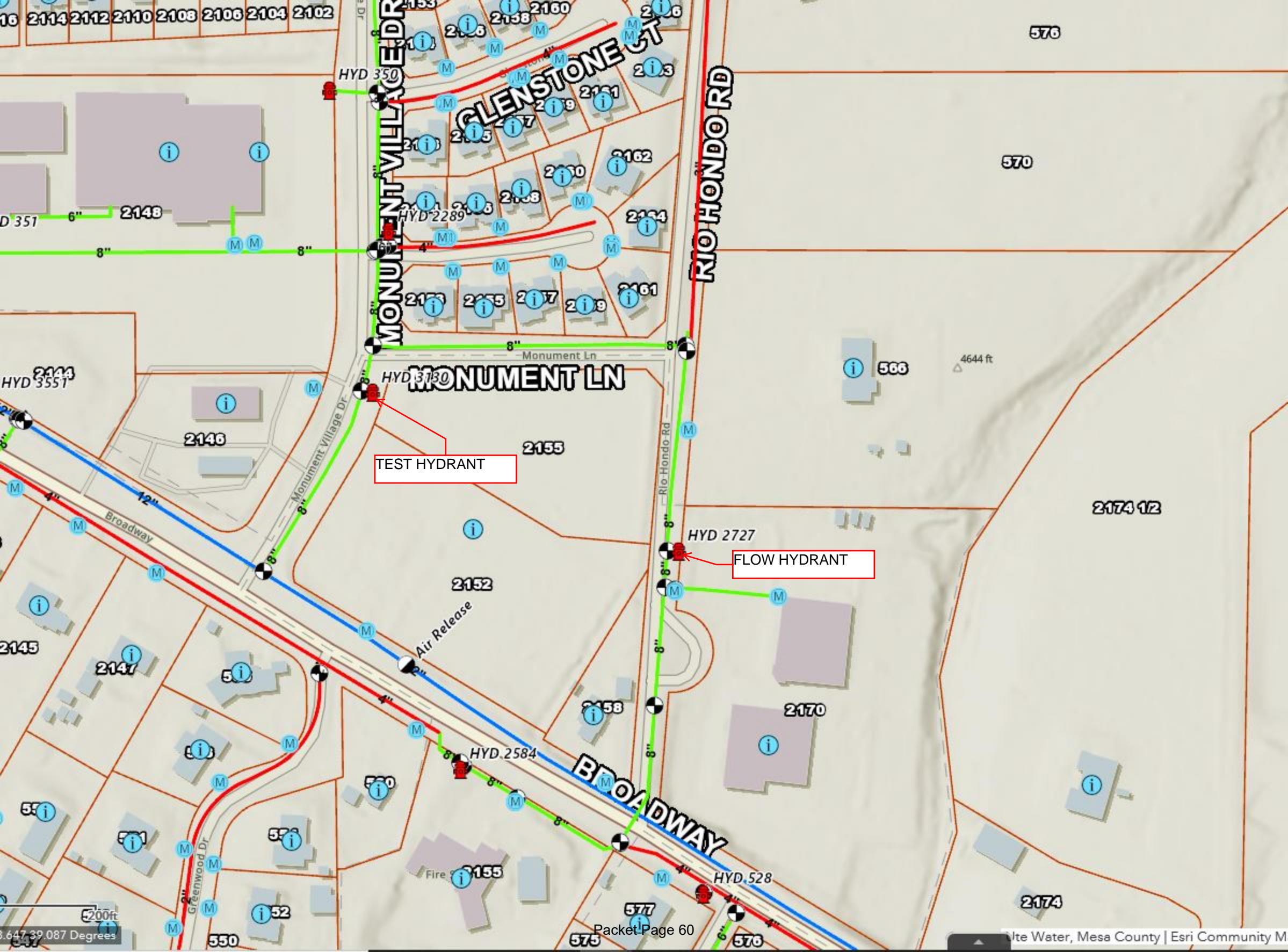
Installed: 01/01/1996
Main Size: 0.00

Vandal Proof:
Bury Depth: 0.00

	<u>Flow Hydrant</u>	<u>Flow Device</u>	<u>Diameter</u>	<u>GPM</u>	<u>Gallon Used</u>
1:	2727	2.5" Hose Monster	2.50	1192.68	5963.39
2:					
3:					
4:					
5:					

Pitot / Nozzle PSI: 50.00	Total Gallons Used: 5963.39
Static PSI: 92.00	Max GPM during test: 1,192.68
Residual PSI: 88.00	Elapsed Time Min:Sec: 5 : 0
Percent Drop: 4.35	Predicted GPM @ 20 PSI: 5680.28





TEST HYDRANT

FLOW HYDRANT

CHURCH ON THE ROCK NORTH ANNEXATION SCHEDULE

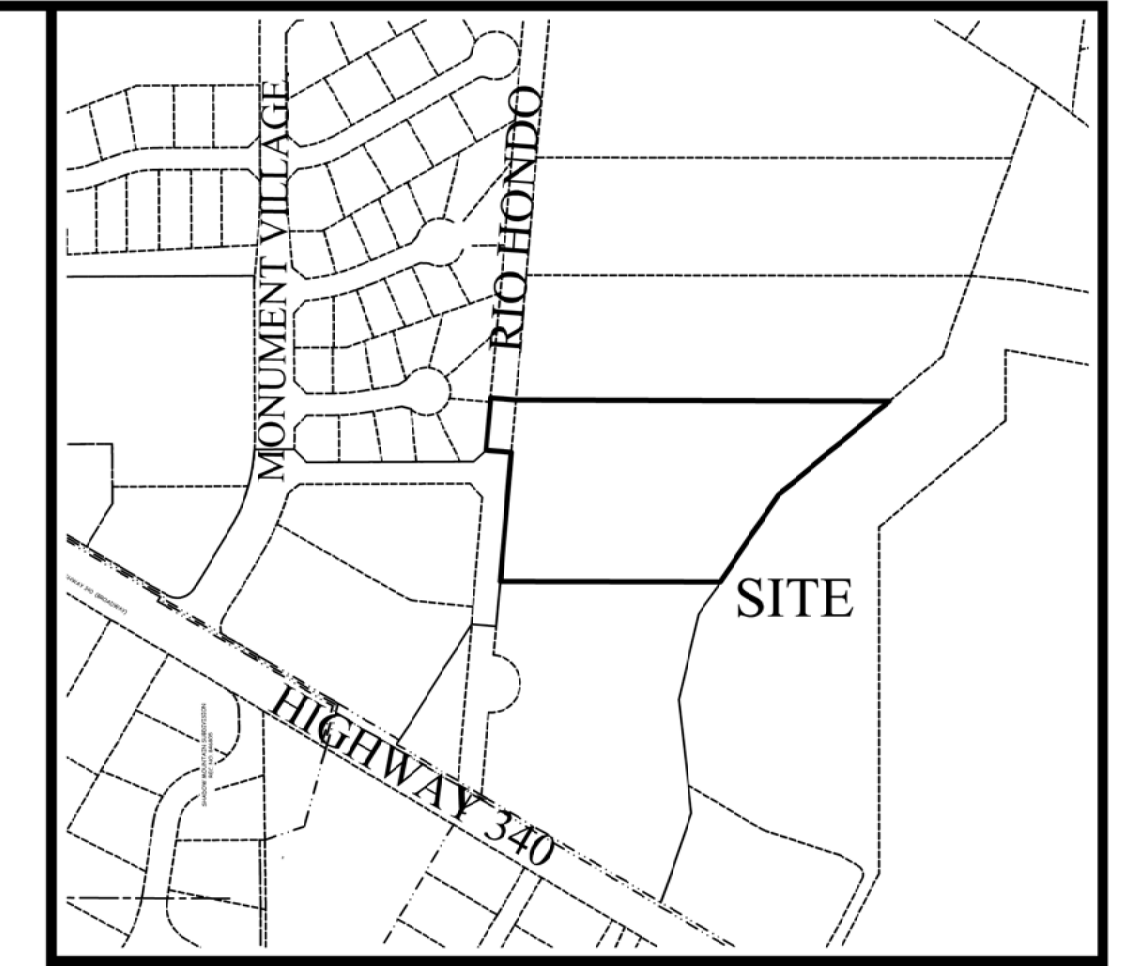
November 17, 2021	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
December 14, 2021	Planning Commission considers Zone of Annexation
December 15, 2021	Introduction of a Proposed Ordinance on Zoning by City Council
January 5, 2022	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
February 6, 2022	Effective date of Annexation and Zoning

ANNEXATION SUMMARY

File Number:	ANX-2021-578	
Location:	566 Rio Hondo Road	
Tax ID Numbers:	2947-231-00-103	
# of Parcels:	1	
Existing Population:	2	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	1	
Acres land annexed:	4.91	
Developable Acres Remaining:	4.79	
Right-of-way in Annexation:	0.12 acres in Rio Hondo Road	
Previous County Zoning:	RSF-4	
Proposed City Zoning:	R-8	
Current Land Use:	Residential	
Comprehensive Plan Land Use:	Residential Medium	
Values:	Assessed:	\$34,940
	Actual:	\$488,540
Address Ranges:	560, 562, 564, 566, 568 Rio Hondo Road	
Special Districts:	Water:	Ute
	Sewer:	City
	Fire:	GJ Rural Fire Protection District
	Irrigation/Drainage:	Redlands Water & Power
	School:	District 51
	Pest:	Grand River Mosquito District & Upper Grand Valley Pest
	Other:	Colorado River Water Conservancy

CHURCH ON THE ROCK NORTH

LYING IN LOT 2 OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 101 WEST, 6TH PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



LOCATION MAP: NOT-TO-SCALE

DESCRIPTION

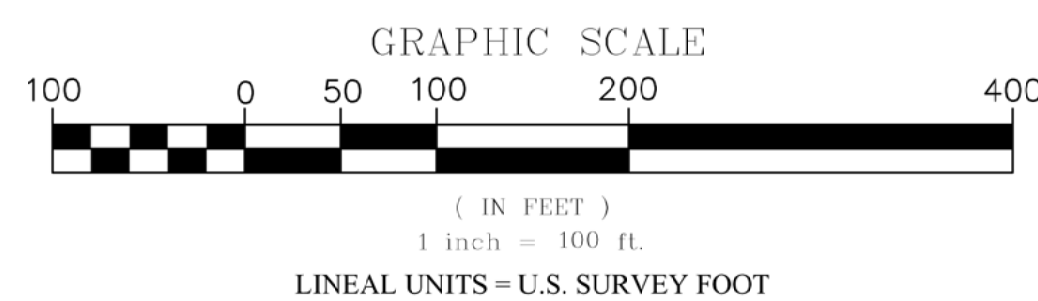
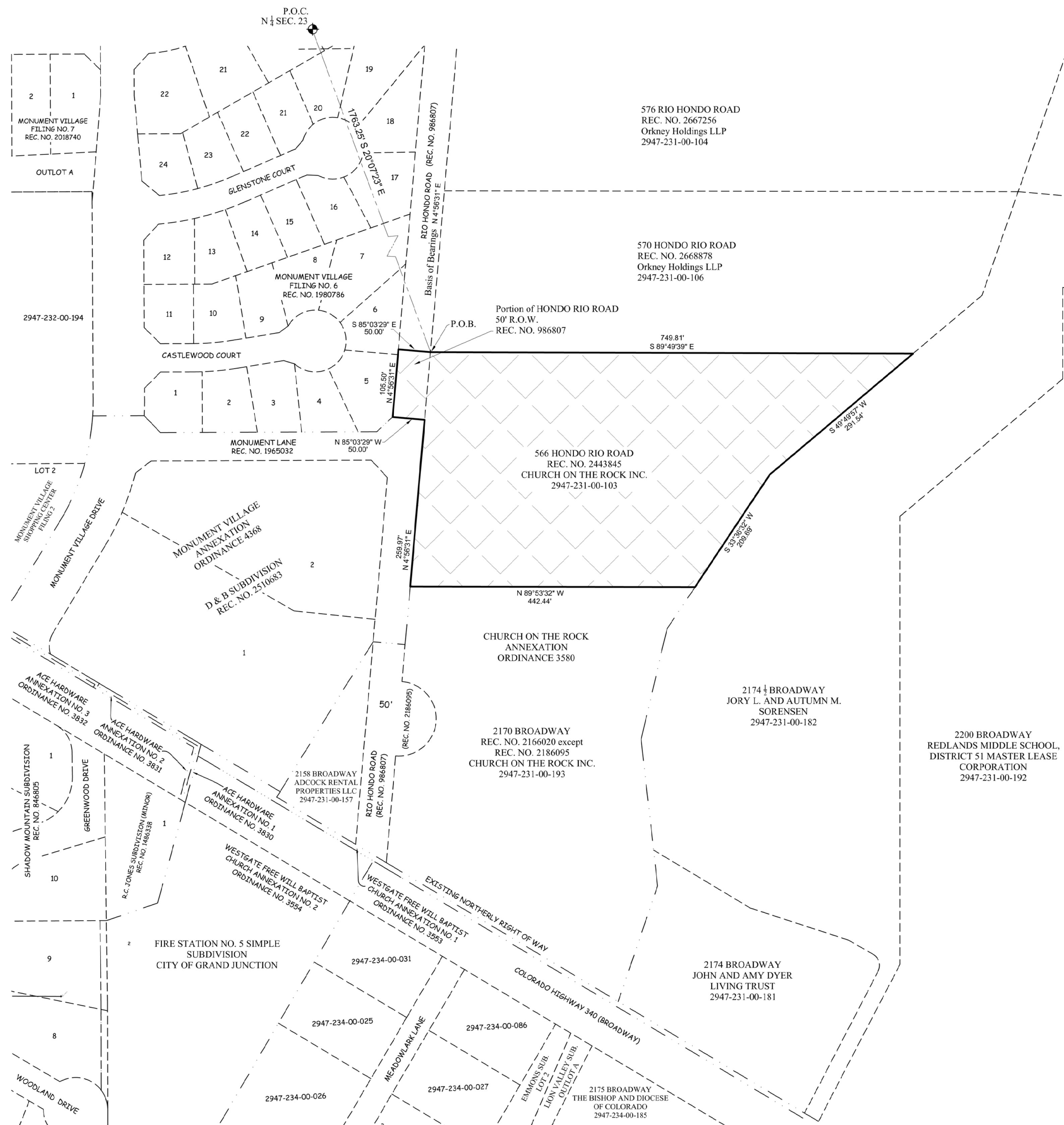
A parcel of land lying in Lot 2 of Section 23 Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, being a portion of that Right-of-Way (R.O.W.) described in a deed filed under Reception Number 986807 said R.O.W. also known as Rio Hondo Road and that parcel of land described in a deed filed under Reception Number 2443845 and being more particularly described as follows:

COMMENCING at the North 1/4 Corner of said Section 23; thence S20°07'23"E a distance of 1763.25 feet to the Northwest corner of said Reception Number 2443845 being the POINT OF BEGINNING and being a point on the east line of said Rio Hondo Road said east line have a bearing of N04°56'31"E with all other bearings being relative hereon; thence S89°49'39"E a distance of 749.81 feet; thence S49°49'57"W a distance of 291.54 feet; thence S33°36'32"W a distance of 209.69 feet to a point on the boundary of CHURCH ON THE ROCK ANNEXATION, ORDINANCE 3580; thence N89°53'32"W along the CHURCH ON THE ROCK ANNEXATION, ORDINANCE 3580 boundary said a distance of 442.44 feet to a point on said east line Rio Hondo Road being a point on the boundary of MONUMENT VILLAGE ANNEXATION, ORDINANCE 4368; thence along the boundary of said MONUMENT VILLAGE ANNEXATION, ORDINANCE 4368 for the following two (2) courses: 1) N4°56'31"E along said east line Rio Hondo Road, a distance of 259.97 feet; 2) N85°03'29"W a distance of 50.00 feet to a point on the west line said Rio Hondo Road; thence N4°56'31"E along said West line Rio Hondo Road a distance of 105.50 feet; thence S85°03'29"E a distance of 50.00 feet to the Point of Beginning.

Containing 213652 Square Feet, or 4.91 Acres, more or less, as described.

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.M.	UTE 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
REC.	RECEPTION
a.k.a.	also known as

The Sketch and Description contained herein have been derived from subdivision plats, deed descriptions and Deposited Land Survey Plats 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

AREA OF ANNEXATION	
ANNEXATION PERIMETER	2158.95 FT.
CONTIGUOUS PERIMETER	752.41 FT.
AREA IN SQUARE FEET	213652
AREA IN ACRES	4.91
AREA WITHIN R.O.W.	5275 SQ.FT. / 0.12 ACRES

LEGEND	
ANNEXATION BOUNDARY	—————
EXISTING CITY LIMITS	—————

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

DRAWN BY	R.B.P.	DATE	09-27-2021
DESIGNED BY		DATE	
CHECKED BY	C.V.W.	DATE	09-28-2021
APPROVED BY		DATE	

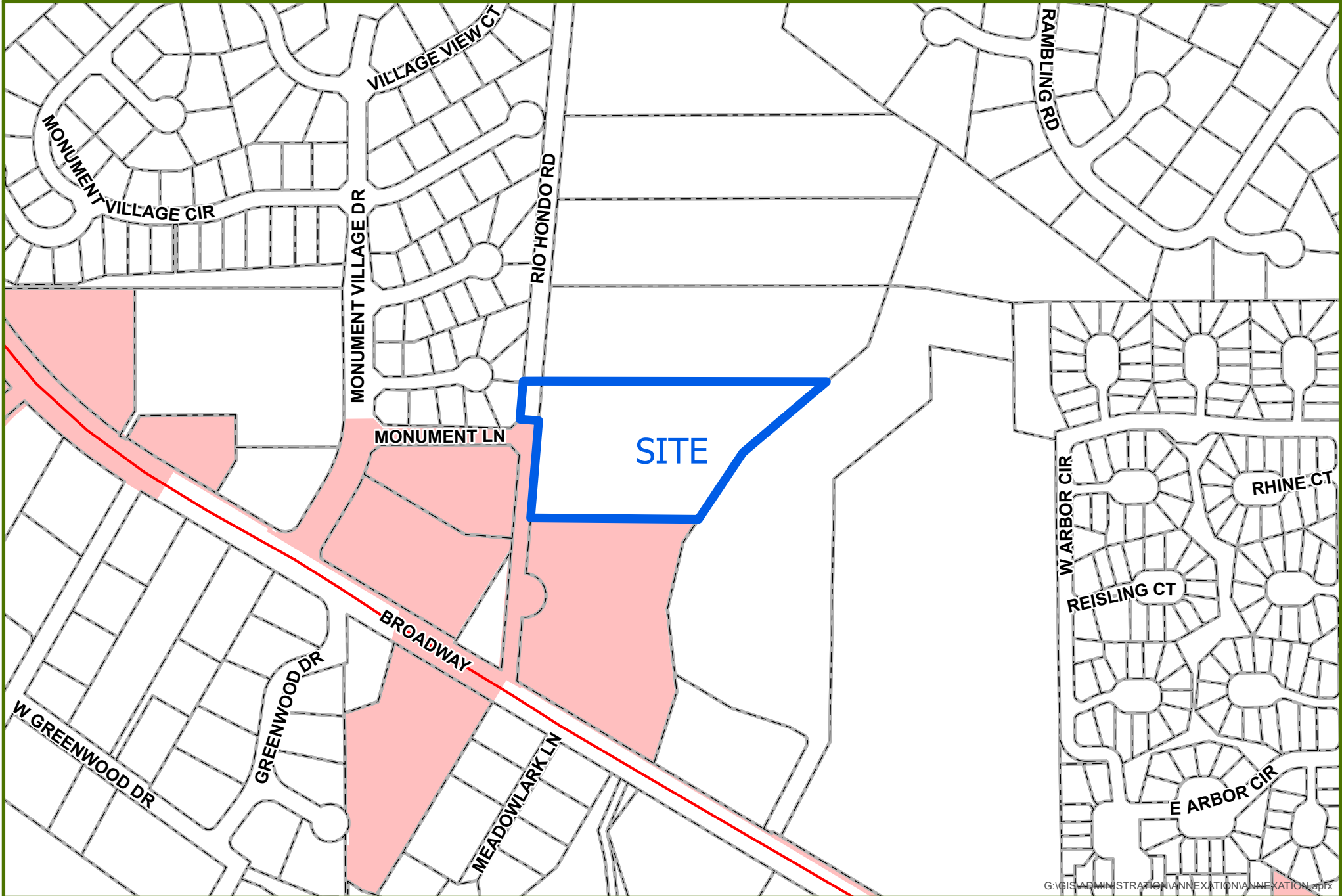
SCALE
1" = 100'



PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

CHURCH ON THE
ROCK NORTH

CHURCH ON THE ROCK NORTH ANNEXATION



G:\GIS\ADMINISTRATION\ANNEXATION\ANNEXATION.aprx



0 0.05 0.1 Miles

 Annexation

 City Limits

CHURCH ON THE ROCK NORTH ANNEXATION



0 0.05 0.1 Miles

 Annexation  City Limits

CHURCH ON THE ROCK NORTH ANNEXATION - LAND USE



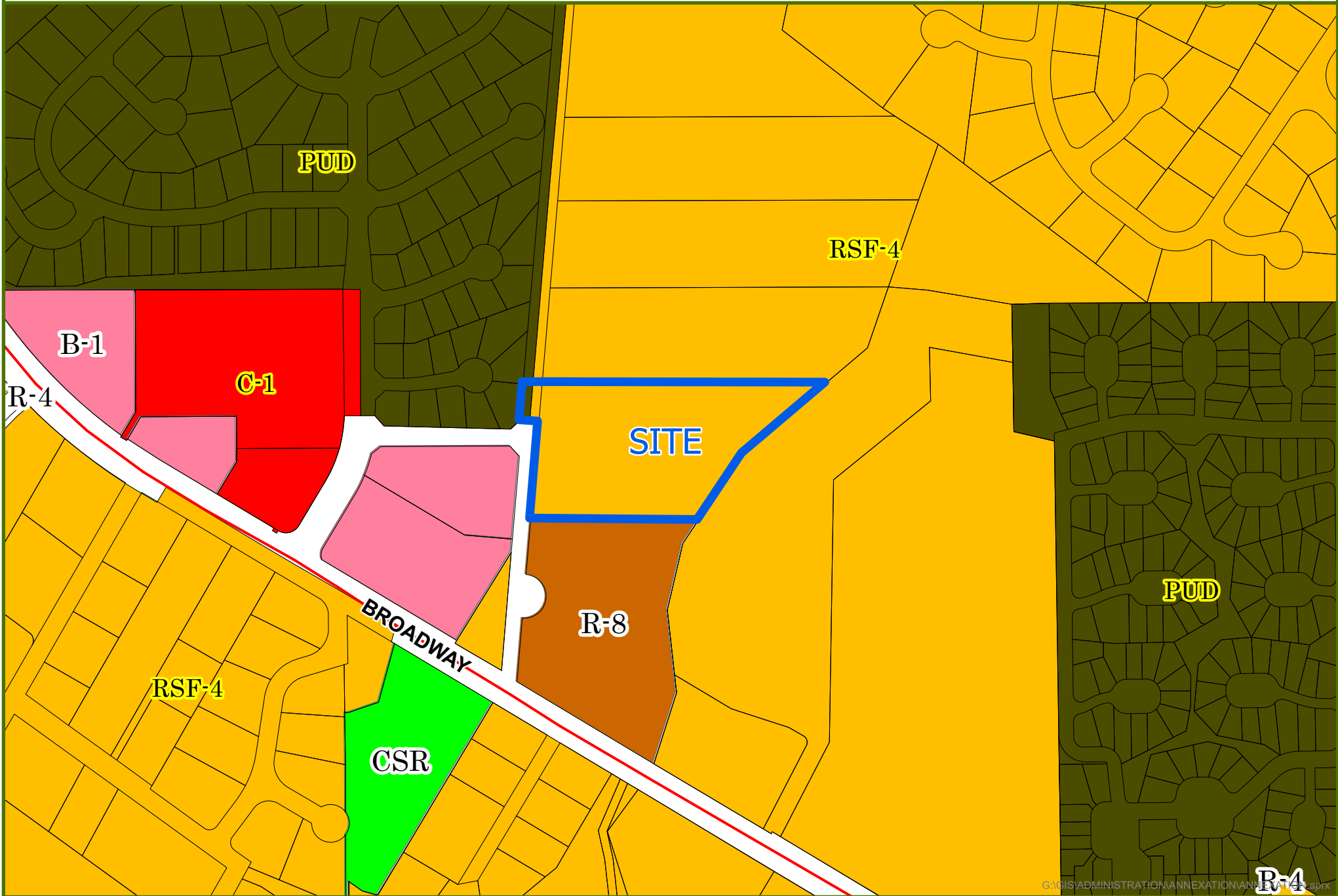
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0 0.05 0.1 Miles

 Annexation Boundary

CHURCH ON THE ROCK NORTH ANNEXATION - ZONING



G:\GIS\ADMINISTRATION\ANNEXATION\ANNEXATION.aprx R-4



0 0.05 0.1 Miles

 Annexation

City Zoning
Packet Page 66

County Zoning

Date Created: 9/27/2021

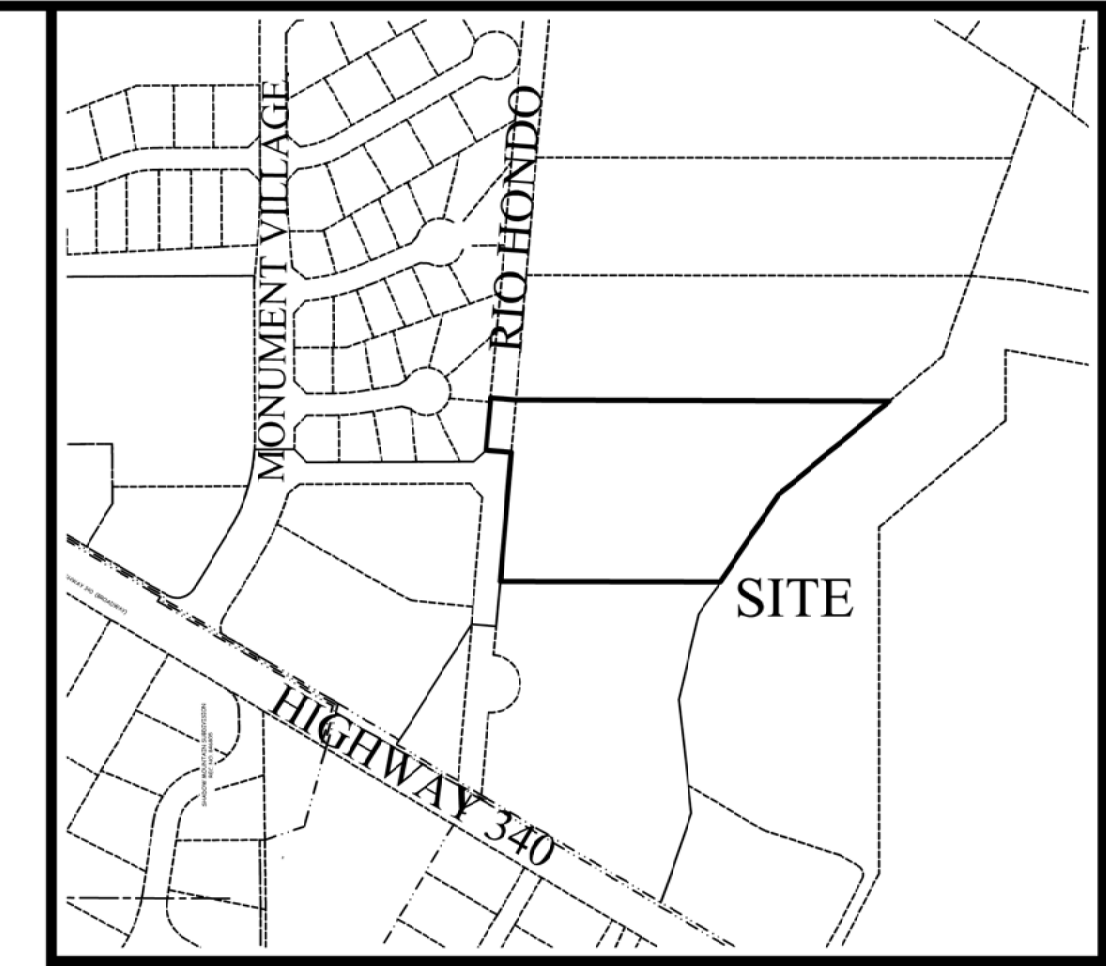




Google Street View looking east from Rio Hondo Road

CHURCH ON THE ROCK NORTH

LYING IN LOT 2 OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 101 WEST, 6TH PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



LOCATION MAP: NOT-TO-SCALE

DESCRIPTION

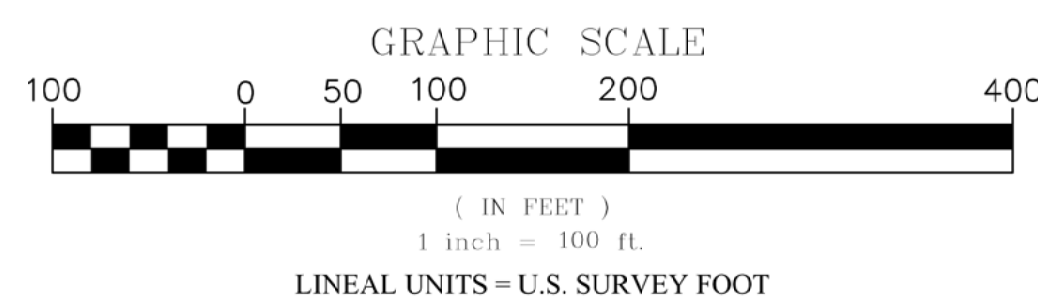
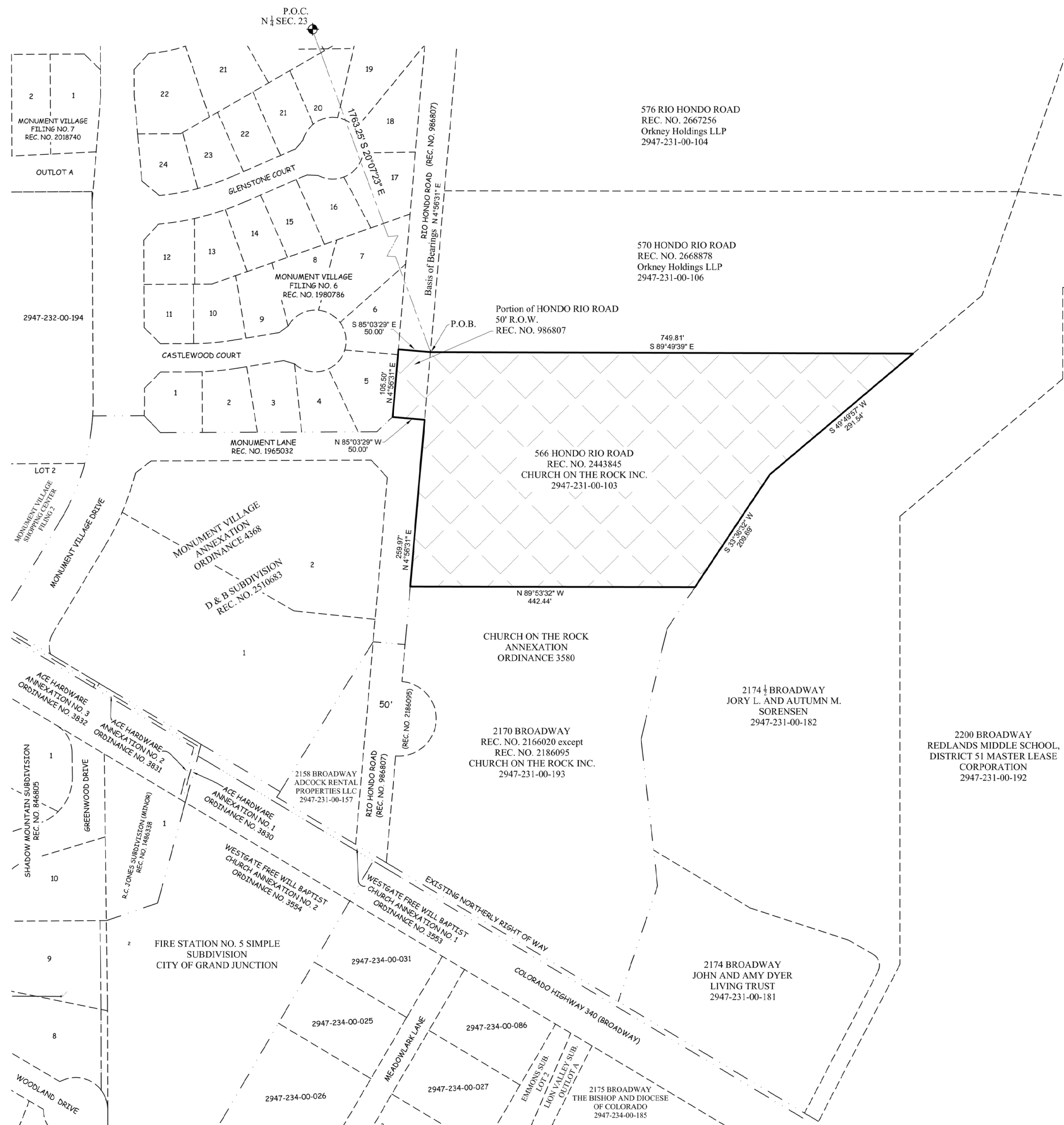
A parcel of land lying in Lot 2 of Section 23 Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, being a portion of that Right-of-Way (R.O.W.) described in a deed filed under Reception Number 986807 said R.O.W. also known as Rio Hondo Road and that parcel of land described in a deed filed under Reception Number 2443845 and being more particularly described as follows:

COMMENCING at the North 1/4 Corner of said Section 23; thence S20°07'23"E a distance of 1763.25 feet to the Northwest corner of said Reception Number 2443845 being the POINT OF BEGINNING and being a point on the east line of said Rio Hondo Road said east line have a bearing of N04°56'31"E with all other bearings being relative hereon; thence S89°49'39"E a distance of 749.81 feet; thence S49°49'57"W a distance of 291.54 feet; thence S33°36'32"W a distance of 209.69 feet to a point on the boundary of CHURCH ON THE ROCK ANNEXATION, ORDINANCE 3580; thence N89°53'32"W along the CHURCH ON THE ROCK ANNEXATION, ORDINANCE 3580 boundary said a distance of 442.44 feet to a point on said east line Rio Hondo Road being a point on the boundary of MONUMENT VILLAGE ANNEXATION, ORDINANCE 4368; thence along the boundary of said MONUMENT VILLAGE ANNEXATION, ORDINANCE 4368 for the following two (2) courses: 1) N4°56'31"E along said east line Rio Hondo Road, a distance of 259.97 feet; 2) N85°03'29"W a distance of 50.00 feet to a point on the west line said Rio Hondo Road; thence N4°56'31"E along said West line Rio Hondo Road a distance of 105.50 feet; thence S85°03'29"E a distance of 50.00 feet to the Point of Beginning.

Containing 213652 Square Feet, or 4.91 Acres, more or less, as described.

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.M.	UTE 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
REC.	RECEPTION
a.k.a.	also known as

The Sketch and Description contained herein have been derived from subdivision plats, deed descriptions and Deposited Land Survey Plats 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

AREA OF ANNEXATION	
ANNEXATION PERIMETER	2158.95 FT.
CONTIGUOUS PERIMETER	752.41 FT.
AREA IN SQUARE FEET	213652
AREA IN ACRES	4.91
AREA WITHIN R.O.W.	5275 SQ.FT. / 0.12 ACRES

LEGEND	
ANNEXATION BOUNDARY	—————
EXISTING CITY LIMITS	—————

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

DRAWN BY	R.B.P.	DATE	09-27-2021
DESIGNED BY		DATE	
CHECKED BY	C.V.W.	DATE	09-28-2021
APPROVED BY		DATE	

SCALE
1" = 100'



PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

CHURCH ON THE
ROCK NORTH

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING THE CHURCH ON THE ROCK NORTH ANNEXATION
LOCATED AT 566 RIO HONDO ROAD
TO R-8 (RESIDENTIAL – 8 DU/AC) ZONE DISTRICT**

Recitals:

The property owners have petitioned to annex 4.79 acres into the City limits. The annexation is referred to as the “Church on the Rock North Annexation.”

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the Church on the Rock North Annexation consisting of 4.79 acres from County RSF-4 (Residential Single Family – 4 du/ac) to R-8 (Residential – 8 du/ac) finding that both the R-8 zone district conforms with the designation of Residential Medium as shown on the Land Use Map of the Comprehensive Plan and conforms with its designated zone with 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 and the parcel as designated shall be zoned with that designation.

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

ZONING FOR THE CHURCH ON THE ROCK NORTH ANNEXATION

A parcel of land located at 566 Rio Hondo Road in the City of Grand Junction, Colorado, and as more particularly described as follows, is zoned R-8 in accordance with the Grand Junction Zoning and Development Code:

A parcel of land situated in the NE 1/4 of Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian being more particularly described as follows: Beginning at a point from whence the North Quarter Corner of said Section 23 bears North 20° 18' West 1763.29 feet; thence South 04°49' West 365.5 feet; thence East 441.89 feet; thence North 33°44' East 209.96 feet; thence North 49°32' East 292.13 feet; thence West 750.04 feet to the Point of Beginning. County of Mesa, State of Colorado. Mesa County Tax Parcel #2947-231-00-103

INTRODUCED on first reading this 15th day of December 2021 and ordered published in pamphlet form.

ADOPTED on second reading this ____ day of _____, 2022 and ordered published in pamphlet form.

C.B. McDaniel
President of the Council

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: December 15, 2021
Presented By: Jace Hochwalt, Senior Planner
Department: Community Development
Submitted By: Jace Hochwalt, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Amending the Phasing Schedule of the Approved Redlands Mesa Outline Development Plan for Three Remaining Developable Parcels along West Ridges Boulevard, and Setting a Public Hearing for January 5, 2022

RECOMMENDATION:

The Planning Commission will hear this request at its December 14, 2021 meeting. Staff has recommended approval and will provide the Planning Commission's recommendation to City Council in the January 5, 2022 staff report.

EXECUTIVE SUMMARY:

The Applicants, The Peaks, LLC and Western Constructors, Inc., have requested an extension to the phasing schedule for the Redlands Mesa Outline Development Plan (ODP). The Redlands Mesa ODP was originally approved in December of 1999 and was designed for up to 526 residential units and a golf course and associated amenities. In 2011, the ODP was amended to provide more clarity on the development, including the uses allowed, the proposed phasing schedule, and bulk zoning standards. The majority of the development has been built. The 2011 amended ordinance required that all developable parcels within the Redlands Mesa ODP must be platted by the end of 2021; however, three of the remaining developable parcels have not yet been subdivided and platted. As such, the Applicants are proposing a three-year extension to the phasing schedule in which the remaining developable parcels must be platted by December 31, 2024. No other changes are being proposed to the ODP.

BACKGROUND OR DETAILED INFORMATION:

The Outline Development Plan (ODP) for the Redlands Mesa Development, located in the Ridges, was approved by the City Council on December 16, 1999. The zoning of

the property is Planned Development (PD) with an underlying default zone district of R-4. The development was designed for up to 526 residential units, an 18-hole golf course and a commercial parcel including a clubhouse, offices and maintenance facility. The golf course, clubhouse and offices, and maintenance facility have been constructed, and a majority of the areas proposed as residential have been platted (approximately 342 lots). The total acreage for the project is 494.08 acres; of those, 145.25 acres are designated open space and deeded to the City and/or the Redlands Mesa Master Association for care and maintenance. There is a public easement over the open space (but not over the golf course) which is further defined in the "Agreement for Restrictions on the Use of Open Space in Redlands Mesa Planned Development" recorded at Book 2730, Page 54.

In December of 2011, the ODP was amended to provide more clarity to the development due to changes in the Zoning and Development Code that no longer required preliminary plans for Planned Developments. The amendment did not change the original use or development character of the overall development, but did clarify the uses allowed, phasing schedule, and bulk zoning standards required. At the time, the phasing schedule reflected that all remaining developable parcels within the development were required to be platted by December of 2021.

Since 2012, a majority of the Redlands Mesa Development has been platted and built out. Of the total 494.08 acre development, only three parcels of 14.09 acres remain to be subdivided and platted. This acreage includes portions of Parcel 1 and Parcel 13A of the original Redlands Mesa Outline Development Plan. They are currently legally described as Tracts F and H of Ventana at Redlands Mesa subdivision, and Lot 3 of Block 9 Redlands Mesa, Filing One, Phase Two Subdivision. The developable parcels are further illustrated in Exhibit 2. Two of the three remaining parcels are currently under review with proposed subdivisions, but it is not anticipated that they will be approved and platted prior to the December 2021 deadline as required per the 2011 Ordinance (Ordinance No. 4495).

At the time of the original plan approval, the City Council determined that the public benefit was met by providing more efficient infrastructure, reduced traffic demands, more usable public and private open space, recreational amenities, and needed housing choices. This is better outlined in the 2011 ODP Amendment Staff Report attached as Exhibit 5. The plan continues to provide this same benefit as determined in the prior review and approval process, and the Applicants expect to complete the remainder of the development consistent with the plan approvals, pending modification of the phasing schedule. The extension request to the phasing schedule is the only proposed amendment to the approved plan. Prior to any development of the remaining developable lots, Final Development Plans will be submitted for review and Director approval according to the Grand Junction Zoning and Development Code (of which two of the three parcels have already been submitted).

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held on

November 2, 2021 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. There were seven meeting attendees from the public, as well as the Applicant team and City staff. After the proposal was explained, those in attendance did not express concerns about the phasing schedule extension 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 an application sign on November 22, 2021. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on December 3, 2021. The notice of this public hearing was published on December 7, 2021 in the Grand Junction Daily Sentinel.

ANALYSIS

In accordance with the Zoning and Development Code, a development phasing schedule may be set for greater than one year, but not more than 10 years. The deadline may be extended if the Applicant demonstrates why the development schedule was not sufficient and cannot be met. Section 21.02.080(n)(2).

Section 21.02.150(b)(2)(x) of the Code provides that an ODP shall demonstrate “an appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.” There are only three remaining parcels to be developed, two of which are currently under staff review. As such, staff is supportive of the Applicant's requested phasing schedule, which would require all remaining developable parcels to be platted by December 2024.

Section 21.05.050(b) provides that the “purpose of an ODP is to demonstrate conformance with the Comprehensive Plan, compatibility of land use and coordination of improvements within and among individually platted parcels, sections or phases of a development prior to the approval of an ODP.” Further, the Code provides the ODP “is recommended for larger, more diverse projects that are expected to be developed over a long period of time.” The recently adopted 2020 Comprehensive Plan classifies the property as having a Land Use designation of Residential Low, which supports a density range between 2 units and 5.5 units per acre. The development has a default zone of R-4, which is not proposed to change with the phasing schedule revision request, and is supported by the Comprehensive Plan. Staff found the ODP as previously approved and outlined in the 2011 ODP Amendment Staff Report attached as Attachment 5 continues to meet the provided purpose of the ODP and the Comprehensive Plan.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the request to amend the Redlands Mesa Planned Development phasing schedule, PLD-2021-809, located along West Ridges Boulevard, the following findings of fact have been made:

1. The proposed phasing schedule is in compliance with Section 21.02.080 (n) (2) of

the Zoning and Development Code.

2. The proposed phasing schedule is an appropriate phasing schedule for the property consistent with Section 21.02.150(b)(2)(x) of the Code; and

3. The ODP continues to be compliant with Section 21.05.050(b) of the Code.

Therefore, Staff recommends approval of the requested amended phasing schedule.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to introduce an ordinance extending the development phasing schedule of the previously approved Redlands Mesa Planned Development located along West Ridges Boulevard, and setting a public hearing for January 5, 2022.

Attachments

1. Exhibit 1 - Application Packet
2. Exhibit 2 - Location Maps and Aerials
3. Exhibit 3 - Neighborhood Meeting Documentation
4. Exhibit 4 - Ordinance 4495 (2011)
5. Exhibit 5 - 2011 ODP Amendment Staff Report
6. ORD-Redlands ODP Extension 120921

Development Application

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

Petition For:

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

Existing Land Use Designation	<input type="text"/>	Existing Zoning	<input type="text"/>
Proposed Land Use Designation	<input type="text"/>	Proposed Zoning	<input type="text"/>

Property Information

Site Location:	<input type="text" value="392 W. Ridges Blvd."/>	Site Acreage:	<input type="text" value="1.96 Acres"/>
Site Tax No(s):	<input type="text" value="2945-201-22-003"/>	Site Zoning:	<input type="text" value="PD"/>
Project Description:	<input type="text" value="Extension of Plat recording deadline for the Redlands Mesa ODP"/>		

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

Signature of Legal Property Owner

Date

Date

Development Application

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

Petition For:

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

Existing Land Use Designation <input style="width: 90%;" type="text"/>	Existing Zoning <input style="width: 90%;" type="text"/>
Proposed Land Use Designation <input style="width: 90%;" type="text"/>	Proposed Zoning <input style="width: 90%;" type="text"/>

Property Information

Site Location: <input style="width: 90%;" type="text" value="No Physical Address"/>	Site Acreage: <input style="width: 90%;" type="text" value="6.84 and 5.32"/>
Site Tax No(s): <input style="width: 90%;" type="text" value="2945-204-70-031 and 2945-204-70-029"/>	Site Zoning: <input style="width: 90%;" type="text"/>
Project Description: <input style="width: 90%;" type="text" value="Extension of Plat recording deadline for the Redlands Mesa ODP."/>	

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

*Redlands Mesa ODP Plat
Deadline Extension Request
Bella Mesa at Redlands Mesa
Filings 2 & 3, Peaks at Redlands
Mesa Filing 3*

General Project Report

Parcels 2945-204-70-031, 2945-204-70-029, 2945-201-22-003

November 3, 2021

Prepared for:

City of Grand Junction

Grand Junction, CO 81501

Prepared by:



215 Pitkin Suite 201, Grand Junction, CO 81501

Grand Junction, CO 81506

Phone: (970) 241-4722

Fax: (970) 241-8841

**- General Project Report –
Owner: Western Constructors,
Inc. and The Peaks, LLC**

A. Project Description:

Location: No physical address associated with the parcel numbers 2945-204-70-031 and 2945-204-70-031, and 392 W. Ridges Blvd.

Acreage: The parcel are 6.84 acres, 5.32 acres, and 1.96 acres.

Proposed Use: Bella Mesa at Redlands Mesa Filing 2 and Peaks at Redlands Filing 3 are currently under Preliminary/Final subdivision review with the City. This request is to extend the platting deadline given in the Amended Redlands Mesa ODP (adopted January 16, 2012) from December 2021 until December 2024.

B. Public Benefit

There is no direct public benefit as a result of this request. The request will, however, maintain consistent development of the three parcels with what has already been developed in Redlands Mesa.

C. Neighborhood Meeting

A neighborhood meeting was held on November 2, 2021, and the meeting notes are included with this submittal.

D. Project Compliance, Compatibility, and Impact

1) Adopted plans and/or policies:

The approval of the request will ensure that development will comply with future development of the parcels and will ensure continued compatibility.

2) Land use in the surrounding area:

The parcels are located in the Redlands Mesa Master Planned Development which consists of a mixture of housing types, golf course and open spaces and trails.

3) Site access and traffic patterns:

Not applicable for this request.

4) Availability of utilities, including proximity of fire hydrants:

Redlands Mesa is served by the following:

Ute Water

Grand Junction 201 Service Area Boundary

Mesa County Drainage Authority

Ridges Irrigation District

Xcel Energy

City of Grand Junction Fire (Station 5)

Charter (Cable)

CenturyLink (Phone)

5) Special or unusual demands on utilities:

There will be no unusual demand on utilities as a result of this request.

6) Effects on public facilities:

The approval of the request will have no adverse effect on public facilities.

7) Hours of operation:

Not applicable for this submittal.

8) Number of employees:

Not applicable for this submittal.

9) Signage

Not applicable for this submittal.

10) Site Soils Geology:

Not applicable for this submittal.

11) Impact of project on-site geology and geological hazards:

Not applicable for this submittal.

E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted.

General Approval Criteria. No permit may be approved by the Director unless all of the following criteria are satisfied:

(i) Compliance with the Comprehensive Plan and any applicable adopted plan.

The project is in compliance with the Comprehensive Plan.

(ii) Compliance with this zoning and development code.

The request complies with the current zoning.

(iii) Conditions of any prior approvals.

The request complies with the previously approved PD and the underlying zoning.

(iv) Public facilities and utilities shall be available concurrent with the development.

Not applicable for this request.

(v) Received all applicable local, State and federal permits.

Not applicable for this request.

F. Development Schedule

Not applicable for this request.

Doc Fee: \$65.00

SPECIAL WARRANTY DEED

This Deed, made December 29, 2020

Between **BrightStar Redlands Mesa Investment, LLC**, a Delaware limited liability company, of the County **Mesa**, State of **Colorado**, grantor(s) and **Western Constructors, Inc**, a Colorado corporation, , whose legal address is **730 Scarlet St., Grand Junction, CO 81505** County of **Mesa**, and State of **Colorado**, grantee(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of **SIX HUNDRED FIFTY THOUSAND DOLLARS AND NO/100'S (\$650,000.00)** 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(s), his 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:

Tract H and Tract F of Ventana at Redlands Mesa, County of Mesa, State of Colorado

also known by street and number as **Vacant Land, Grand Junction, CO 81507**

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 **except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised..**

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

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:

BrightStar Redlands Mesa Investments LLC, a Delaware limited liability company

By: **David Weckerly, Managing Consultant**

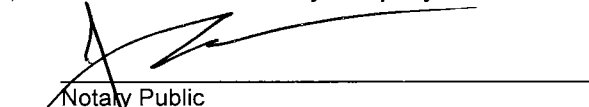
STATE OF COLORADO
COUNTY OF Mesa

}ss:

The foregoing instrument was acknowledged before me **December 29, 2020** by **David Weckerly** as **Managing Consultant for BrightStar Redlands Mesa Investments LLC**, a Delaware limited liability company.

Witness my hand and official seal.

My Commission expires:



Notary Public

Tamara Flesher
NOTARY PUBLIC
STATE OF COLORADO
My commission expires 02/04/2023
LIC# 20154004959



Doc Fee: \$43.75

SPECIAL WARRANTY DEED

This Deed, made December 27, 2019 ****305 Main St. Suite A, Grand Junction, CO 81501**

Between **Brightstar Redlands Mesa Investment, LLC**, a Delaware limited liability company, of the County **Mesa**, State of Colorado, grantor(s) and **The Peaks LLC**, a Colorado limited liability company, , whose legal address is **** P/O Box 193, Grand Junction, CO 81502** County of **Mesa**, and State of Colorado, grantee(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of **FOUR HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100'S (\$437,500.00)** 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(s), his 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:

Lot 3 of
Block 9 Redlands Mesa Filing One Phase Two Subdivision.
County of Mesa, State of Colorado

also known by street and number as **392 W Ridges Blvd, Grand Junction, CO 81507**

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 **except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised..**

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

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:

Brightstar Redlands Mesa Investment LLC, a Delaware limited liability company

By: David Weckerly, Managing Consultant

STATE OF COLORADO
COUNTY OF Mesa

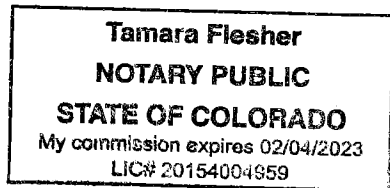
}ss:

The foregoing instrument was acknowledged before me December 16, 2019 by David Weckerly, Managing Consultant for Brightstar Redlands Mesa Investment LLC, a Delaware limited liability company.

Witness my hand and official seal.

My Commission expires:

Tamara Flesher
Notary Public



STATEMENT OF AUTHORITY

- This Statement of Authority relates to an entity¹ named The Peaks, LLC, a Colorado limited liability company and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
- The type of entity is a:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Registered Limited Liability Partnership
<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Registered Limited Liability Limited Partnership
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Government or Governmental Subdivision or Agency
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Trust
<input type="checkbox"/>	
- The entity is formed under the laws of State of Colorado
- The mailing address for the entity is _____
- 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 Kevin Young, Manager
- ²The authority of the foregoing person (s) to bind the entity is not limited limited as follows: _____
- Other matters concerning the manner in which the entity deals with interests in real property: n/a

Executed this _____

SELLER:

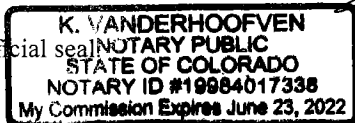

Kevin Young, Manager

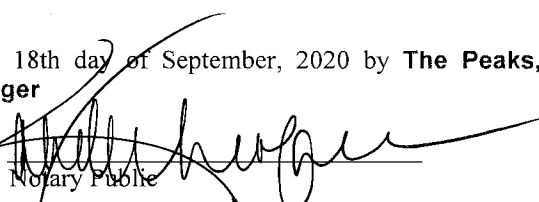
STATE OF COLORADO
COUNTY OF Mesa

}ss:

The foregoing instrument was acknowledged before me this 18th day of September, 2020 by The Peaks, LLC, a Colorado limited liability company by Kevin Young, Manager

Witness my hand and official seal
My Commission expires:




Notary Public

¹This form should not be used unless the entity conveys or binds title to real property.
²The absence of any limitation shall be prima facie evidence that no such limitation exists.
The statement of authority must be recorded to obtain the benefits of the statute.



STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Western Constructors, Inc., a Colorado Corporation an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is: Western Constructors, Inc.

The Entity is a: Colorado Corporation
(state type of entity and state, country or other government authority under whose laws such entity was formed)

The mailing address for the Entity is: 730 Scarlet St, Grand Junction, CO 81505

The name or position of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity is:

Kenneth B. Milyard, President

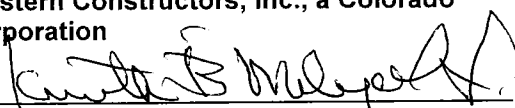
The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: NONE
(if no limitations insert "NONE")

Other matters concerning the manner in which the Entity deals with any interest in real property are:

(if no matters, leave this section blank)

EXECUTED this January 8, 2021

SELLER:

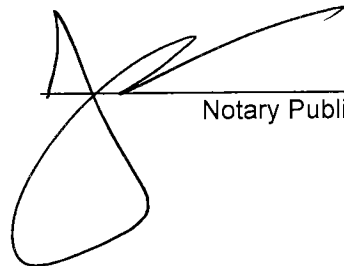
Western Constructors, Inc., a Colorado corporation

By: Kenneth B. Milyard, President

STATE OF COLORADO } SS:
COUNTY OF Mesa

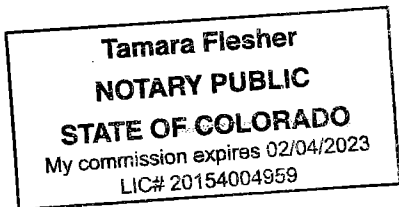
The foregoing instrument was acknowledged before me this January 8, 2021,
by Kenneth B. Milyard as President for Western Constructors, Inc., a Colorado corporation

Witness my hand and official seal.

My commission expires: _____



Notary Public



3 PAGE DOCUMENT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4495

**AN ORDINANCE AMENDING THE
OUTLINE DEVELOPMENT PLAN FOR REDLANDS MESA**

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of the amendments to the Outline Development Plan for Redlands Mesa, finding that the ODP as amended conforms to the Future Land Use map, the Blended Map and the goals and policies of the City's Comprehensive Plan. The ODP as amended meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code and the requirements of Section 21.02.150, regarding Planned Developments. The default zoning is R-4, Residential – 4 units per acre.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the Redlands Mesa Amended Outline Development Plan, as shown on Exhibit "A" attached, is in conformance with the criteria of Section 21.02.150 of the Grand Junction Municipal Code.

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

The Redlands Mesa Planned Development is zoned PD (Planned Development), and development pods shall not exceed the maximum of 8 dwelling units per acre; or the minimum of 1 dwelling unit per acre. Overall maximum density for the entire development does not change; it remains at 526 units.

This Ordinance is further conditioned:

- 1) If the planned development approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards. The default standards of the R-4 zoning designation will apply.
- 2) All remaining parcels shall be platted by December 2021. Amend to December 2024.
- 3) The bulk standards for the remaining undeveloped parcels, to wit parcels 1, 3, 4, 13A, 14, 15A and 15B, containing 60.281 acres, more or less, if not encumbered by Ridgeline Development Standards found in Section 21.00.07.020, shall be:

Minimum Front Yard Setback

- 20' West Ridges Blvd. – from r-o-w (path side)
- 30' West Ridges Blvd. – from r-o-w (non-path side)
- Note: path side is that side 40' from control line shown inside r-o-w.
- 20' From r-o-w (all others unless otherwise depicted on plat)

Minimum Rear Yard Setback

- 20' From property line (common rear yard lot lines)
- 20' From property line (adjacent to golf or open space)
- 5' Internal side setback
- 15' Minimum between buildings
- 15' Perimeter side setback
- 20' Minimum Street Frontage
- 40' Building Height
- 65% Maximum Lot coverage

4) Filings One through Seven setbacks are recorded on the respective plats. Filing 8, Lot 1, Block 1, setbacks are the same as those applied to Filing 7.

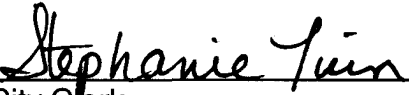
5) Due to topography constraints, transfer of density/intensity between the development pods/areas to be developed is allowed.

6) Dwelling units may be in the form of single-family attached, single-family detached, patio homes, townhomes or cluster development. Any given development pod may contain any one or more of these housing types.

INTRODUCED on first reading the 4th day of January, 2012 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the 16th day of January, 2012 and ordered published in pamphlet form.

ATTEST:



City Clerk

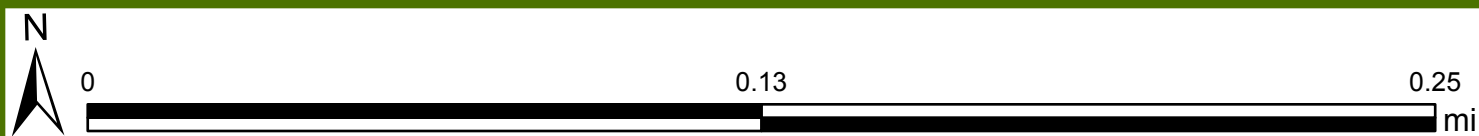


President of the Council

Bella Mesa 2 and 3



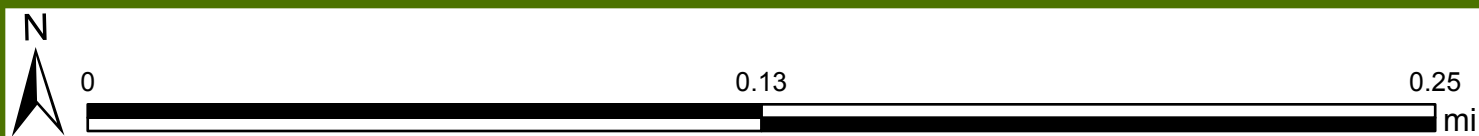
City of Grand Junction



Printed: 10/28/2021
1 inch equals 188 feet
Scale: 1:2,257



The Peaks



Printed: 10/28/2021
1 inch equals 188 feet
Scale: 1:2,257

BELLA MESA at REDLANDS MESA FILING II

A Replat of Tract H of Ventana at Redlands Mesa (2846569)

SW1/4 SE1/4 & SE1/4 SW1/4 of Section 20, Township 1 South, Range 1 West, Ute Meridian. City of Grand Junction, Mesa County, Colorado.

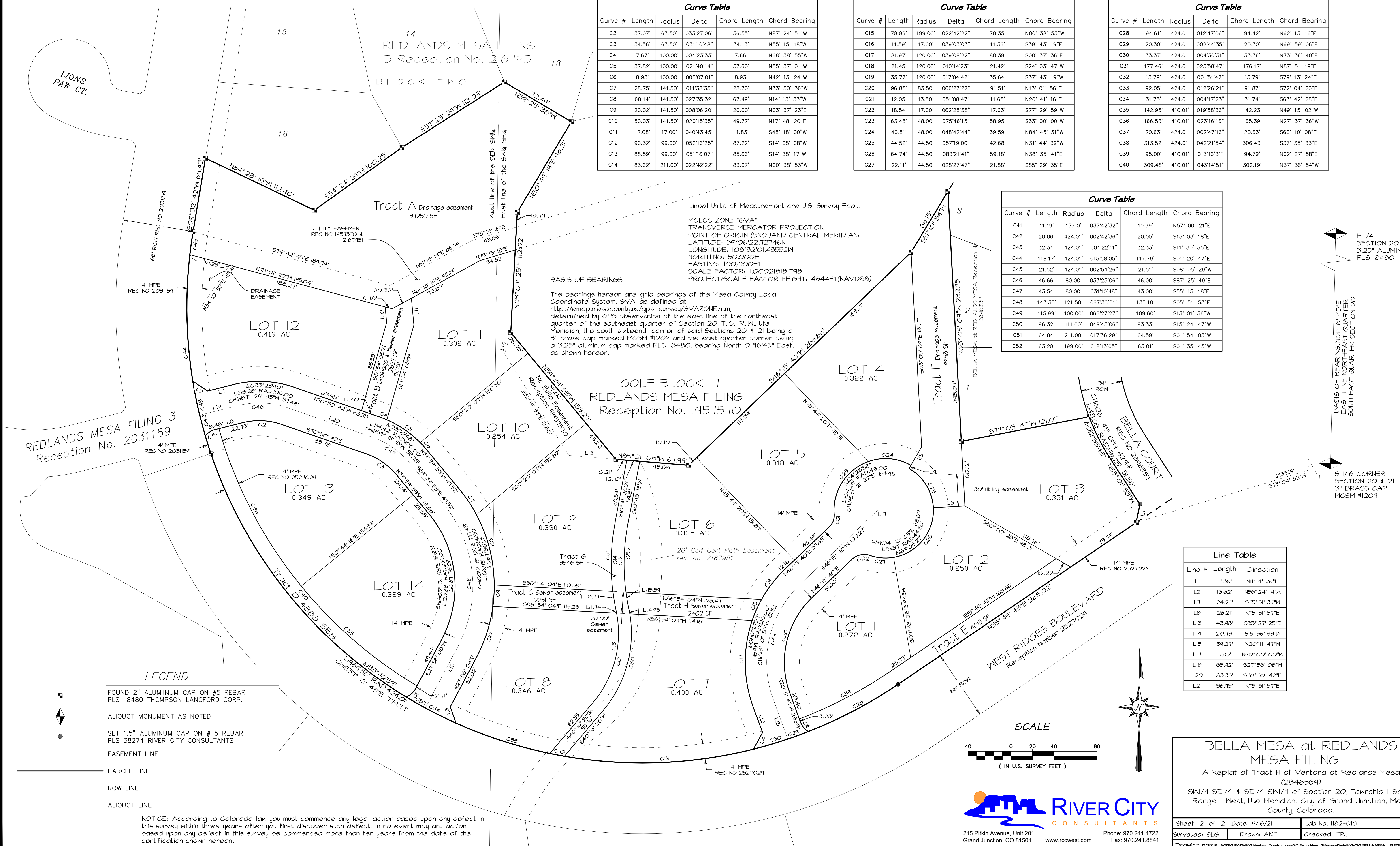
Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C2	37.07'	63.50'	033°27'06"	36.55'	N87° 24' 51"W
C3	34.56'	63.50'	031°10'48"	34.13'	N55° 15' 18"W
C4	7.67'	100.00'	004°23'33"	7.66'	N68° 38' 55"W
C5	37.82'	100.00'	021°40'14"	37.60'	N55° 37' 01"W
C6	8.93'	100.00'	005°07'01"	8.93'	N42° 13' 24"W
C7	28.75'	141.50'	011°38'35"	28.70'	N33° 50' 36"W
C8	68.14'	141.50'	027°35'32"	67.49'	N14° 13' 33"W
C9	20.02'	141.50'	008°06'20"	20.00'	N03° 37' 23"E
C10	50.03'	141.50'	020°15'35"	49.77'	N17° 48' 20"E
C11	12.08'	17.00'	040°43'45"	11.83'	S48° 18' 00"W
C12	90.32'	99.00'	052°16'25"	87.22'	S14° 08' 08"W
C13	88.59'	99.00'	051°16'07"	85.66'	S14° 38' 17"W
C14	83.62'	211.00'	022°42'22"	83.07'	N00° 38' 53"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C15	78.86'	199.00'	022°42'22"	78.35'	N00° 38' 53"W
C16	11.59'	17.00'	039°03'03"	11.36'	S39° 43' 19"E
C17	81.97'	120.00'	039°08'22"	80.39'	S00° 37' 36"E
C18	21.45'	120.00'	010°14'23"	21.42'	S24° 03' 47"W
C19	35.77'	120.00'	017°04'42"	35.64'	S37° 43' 19"W
C20	96.85'	83.50'	066°27'27"	91.51'	N13° 01' 56"E
C21	12.05'	13.50'	051°08'47"	11.65'	N20° 41' 16"E
C22	18.54'	17.00'	062°28'38"	17.63'	S77° 29' 59"W
C23	63.48'	48.00'	075°46'15"	58.95'	S33° 00' 00"W
C24	40.81'	48.00'	048°42'44"	39.59'	N84° 45' 31"W
C25	44.52'	44.50'	057°19'00"	42.68'	N31° 44' 39"W
C26	64.74'	44.50'	083°21'41"	59.18'	N38° 35' 41"E
C27	22.11'	44.50'	028°27'47"	21.88'	S85° 29' 35"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C28	94.61'	424.01'	012°47'06"	94.42'	N62° 13' 16"E
C29	20.30'	424.01'	002°44'35"	20.30'	N69° 59' 06"E
C30	33.37'	424.01'	004°30'31"	33.36'	N73° 36' 40"E
C31	177.46'	424.01'	023°58'47"	176.17'	N87° 51' 19"E
C32	13.79'	424.01'	001°51'47"	13.79'	S79° 13' 24"E
C33	92.05'	424.01'	012°26'21"	91.87'	S72° 04' 20"E
C34	31.75'	424.01'	004°17'23"	31.74'	S63° 42' 28"E
C35	142.95'	410.01'	019°58'36"	142.23'	N49° 15' 02"W
C36	166.53'	410.01'	023°16'16"	165.39'	N27° 37' 36"W
C37	20.63'	424.01'	002°47'16"	20.63'	S60° 10' 08"E
C38	313.52'	424.01'	042°21'54"	306.43'	S37° 35' 33"E
C39	95.00'	410.01'	013°16'31"	94.79'	N62° 27' 58"E
C40	309.48'	410.01'	043°14'51"	302.19'	N37° 36' 54"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C41	11.19'	17.00'	037°42'32"	10.99'	N57° 00' 21"E
C42	20.06'	424.01'	002°42'36"	20.05'	S15° 03' 18"E
C43	32.34'	424.01'	004°22'11"	32.33'	S11° 30' 55"E
C44	118.17'	424.01'	015°58'05"	117.79'	S01° 20' 47"E
C45	21.52'	424.01'	002°54'26"	21.51'	S08° 05' 29"W
C46	46.66'	80.00'	033°25'06"	46.00'	S87° 25' 49"E
C47	43.54'	80.00'	031°10'48"	43.00'	S55° 15' 18"E
C48	143.35'	121.50'	067°36'01"	135.18'	S05° 51' 53"E
C49	115.99'	100.00'	066°27'27"	109.60'	S13° 01' 56"W
C50	96.32'	111.00'	049°43'06"	93.33'	S15° 24' 47"W
C51	64.84'	211.00'	017°36'29"	64.59'	S01° 54' 03"W
C52	63.28'	199.00'	018°13'05"	63.01'	S01° 35' 45"W

Line Table		
Line #	Length	Direction
L1	17.36'	N11°14' 26"E
L2	16.62'	N56° 24' 14"W
L7	24.27'	S75° 51' 37"W
L8	26.21'	N75° 51' 37"E
L13	43.98'	S65° 21' 25"E
L14	20.73'	S15° 56' 33"W
L15	39.27'	N20° 11' 47"W
L17	7.35'	N90° 00' 00"W
L18	63.92'	S27° 56' 08"W
L20	83.35'	S70° 50' 42"E
L21	36.93'	N75° 51' 37"E



Lineal Units of Measurement are U.S. Survey Foot.

MCLCS ZONE "GVA"
 TRANSVERSE MERCATOR PROJECTION
 POINT OF ORIGIN (GNO) AND CENTRAL MERIDIAN:
 LATITUDE: 39°06'22.12146N
 LONGITUDE: 108°32'01.43552W
 NORTHING: 50,000FT
 EASTING: 100,000FT
 SCALE FACTOR: 1.0002181798
 PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

BASIS OF BEARINGS
 The bearings hereon are grid bearings of the Mesa County Local Coordinate System, GVA, as defined at http://emap.mesacounty.us/gps_survey/GVAZONE.htm, determined by GPS observation of the east line of the northeast quarter of the southeast quarter of Section 20, T.1S., R.1W., Ute Meridian, the south sixteenth corner of said Sections 20 & 21 being a 3" brass cap marked MCM #1209 and the east quarter corner being a 3.25" aluminum cap marked PLS 18480, bearing North 01°16'45" East, as shown hereon.

E 1/4 SECTION 20
 3.25" ALUMINUM CAP
 PLS 18480

S 1/16 CORNER SECTION 20 & 21
 3" BRASS CAP
 MCM #1209

LEGEND

- FOUND 2" ALUMINUM CAP ON #5 REBAR PLS 18480 THOMPSON LANGFORD CORP.
- ALIQUOT MONUMENT AS NOTED
- SET 1.5" ALUMINUM CAP ON # 5 REBAR PLS 38274 RIVER CITY CONSULTANTS
- EASEMENT LINE
- PARCEL LINE
- ROW LINE
- ALIQUOT LINE

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

BELLA MESA at REDLANDS MESA FILING II
 A Replat of Tract H of Ventana at Redlands Mesa (2846569)
 SW1/4 SE1/4 & SE1/4 SW1/4 of Section 20, Township 1 South, Range 1 West, Ute Meridian. City of Grand Junction, Mesa County, Colorado.

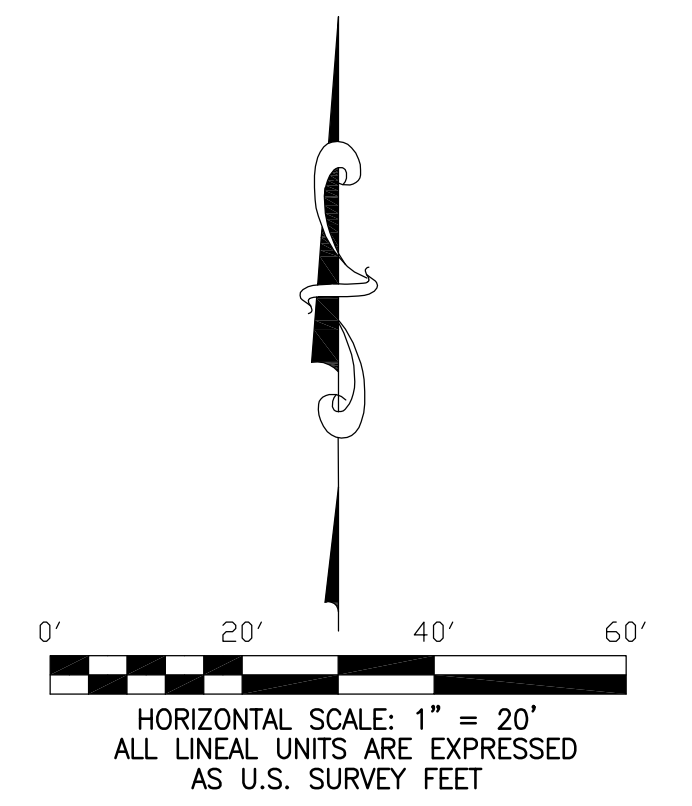
Sheet 2 of 2 Date: 9/16/21 Job No. 1182-010
 Surveyed: SLG Drawn: AKT Checked: TPJ
 Drawing name: S:\PROJECTS\182 Western Constructors\010 Bella Mesa 2\Survey\DWG\182-010 BELLA MESA II SUBDIVISION.dwg

RIVER CITY CONSULTANTS
 215 Pitkin Avenue, Unit 201 Grand Junction, CO 81501 Phone: 970.241.4722 Fax: 970.241.8841
www.rcwest.com

PEAKS AT REDLANDS MESA, FILING NO. 3

A REPLAT OF LOT 3, "BLOCK 9 REDLANDS MESA FILING ONE PHASE TWO SUBDIVISION", RECEPTION NUMBER 2820953
IN THE SW1/4 NE1/4, OF SECTION 20, T1S, R1W OF THE UTE MERIDIAN,
IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

CURVE	ARC LEN	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	41.07'	1040.00'	2°15'45"	N 72°43'53" E	41.06'
C2	6.50'	1040.00'	0°21'30"	N 74°02'30" E	6.50'
C3	41.62'	1054.00'	2°15'45"	N 72°43'53" E	41.62'



LEGEND AND ABBREVIATIONS

- MESA COUNTY SURVEY MARKER
- SET 5/8" REBAR & 1.5" PLASTIC CAP
LS-38075 0.2' ABOVE GROUND
- FOUND 5/8" REBAR & CAP LS-38274
- FOUND 5/8" REBAR & CAP LS-18480
- FOUND 5/8" REBAR NO CAP
- MCSM MESA COUNTY SURVEY MARKER
- ROW RIGHT-OF-WAY
- REC. NO. RECEPTION NUMBER
- AVE AVENUE
- BLVD. BOULEVARD
- CT COURT
- DR DRIVE
- PG PAGE
- PLS PROFESSIONAL LICENSED SURVEYOR
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PLS PROFESSIONAL LAND SURVEYOR
- R RANGE
- R.O.W. RIGHT-OF-WAY
- SQ.FT. SQUARE FEET
- ST STREET
- T TOWNSHIP
- U.M. UTE MERIDIAN

GENERAL NOTES

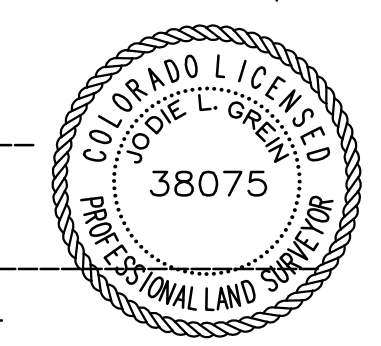
- Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S00°46'07"W for a distance of 2610.22 feet, located between Mesa County Survey Markers for the N1/16 Corner on the East line of Section 20 and the S1/16 Corner on the East line of Section 20, Township 1 South, Range 1 West of the Ute Meridian.
- Title information is from Mesa County Real Property Records, And the Title Commitment from Heritage Title Company, Ord Number, H0584045-097-TAE-JS8, effective date November 27, 2019.

SURVEYOR'S STATEMENT

I, Jodie L. Grein, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying PEAKS AT REDLANDS MESA, FILING NO. 3 a subdivision of a part of Mesa County, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title.

EXECUTED this _____ day of _____, 20____

Jodie L. Grein
Professional Land Surveyor
P.L.S. No. 38075

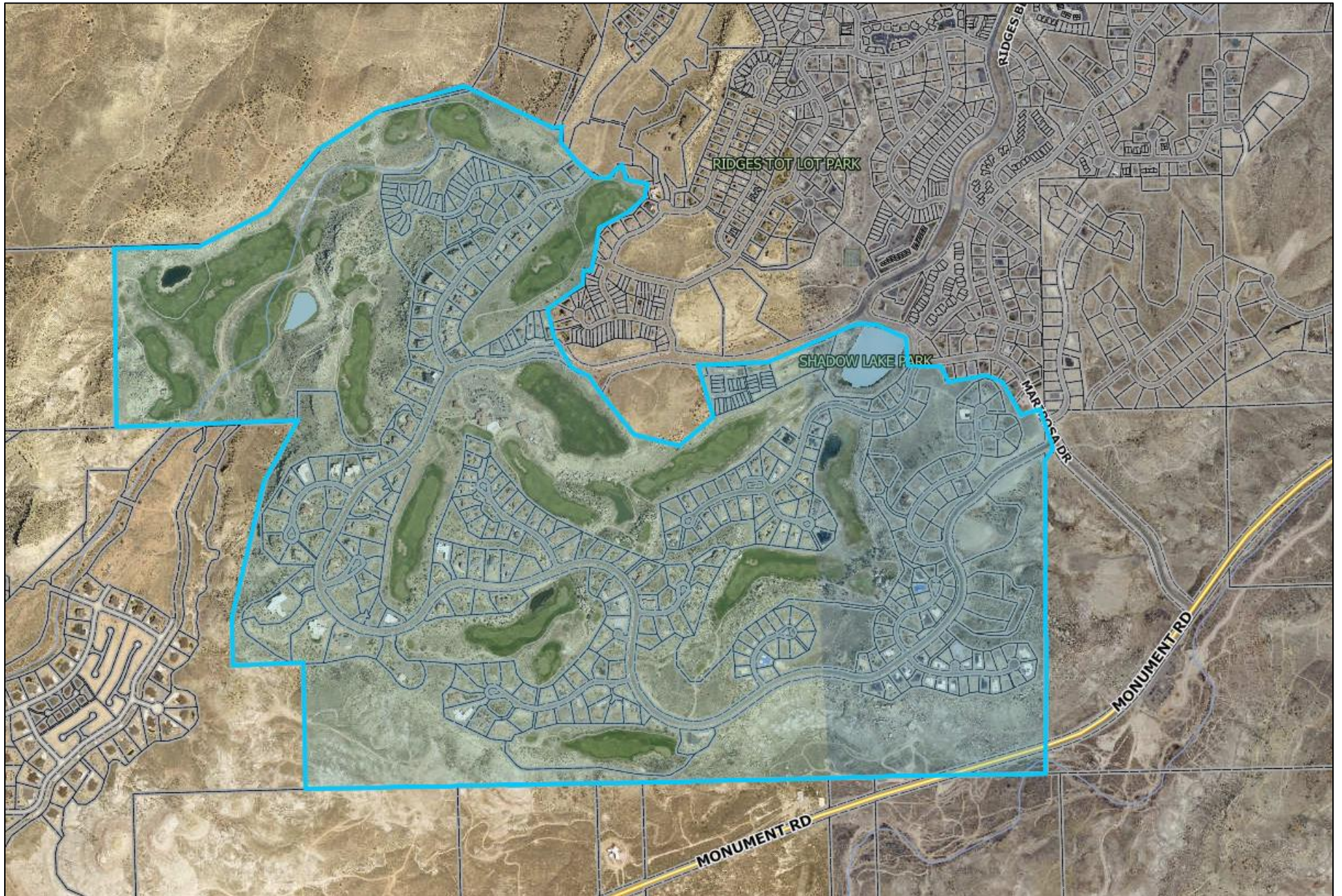


 Reland Consulting Engineers, LLC	PEAKS AT REDLANDS MESA, FILING NO. 3	
	A REPLAT OF LOT 3, OF BLOCK 9 REDLANDS MESA FILING ONE PHASE TWO SUBDIVISION IN THE SW1/4 NE1/4, SECTION 20 T1S, R1W OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO	
405 Ridges Blvd. Suite A Grand Junction, CO 81507 Voice: (970) 243-8300 Fax: (970) 241-1273 www.recegi.com	Drawn JLG Designed JLG Checked JAM Proj# C1456 File Name: C:\C1456\C1456-Plat.dwg	Rv: _____ Date 9/29/21 Sheet 2 of 2

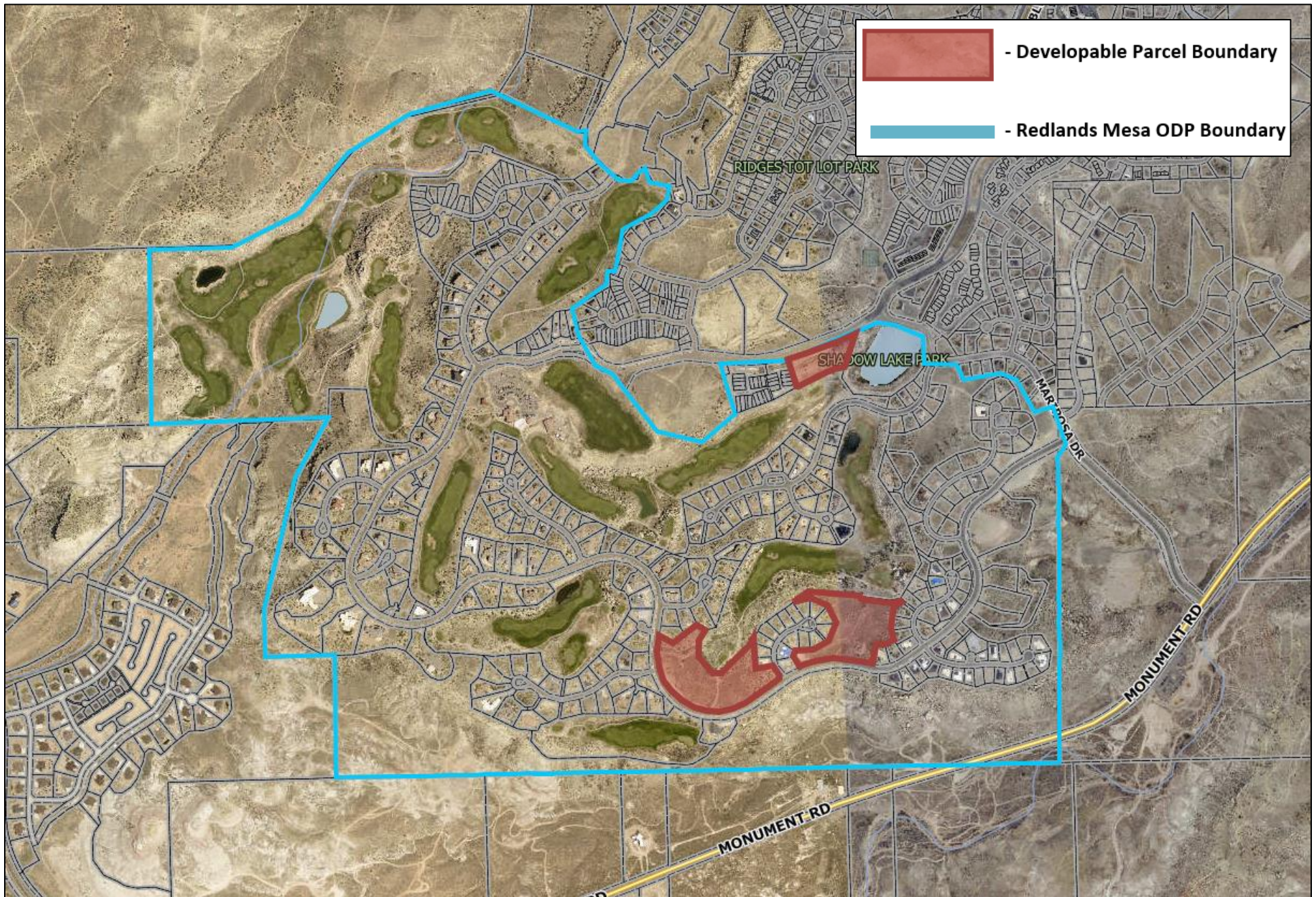
NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown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

NOTE: All exterior angle point corner monuments have concrete placed around them.

VICINITY MAP – REDLANDS MESA DEVELOPMENT BOUNDARY

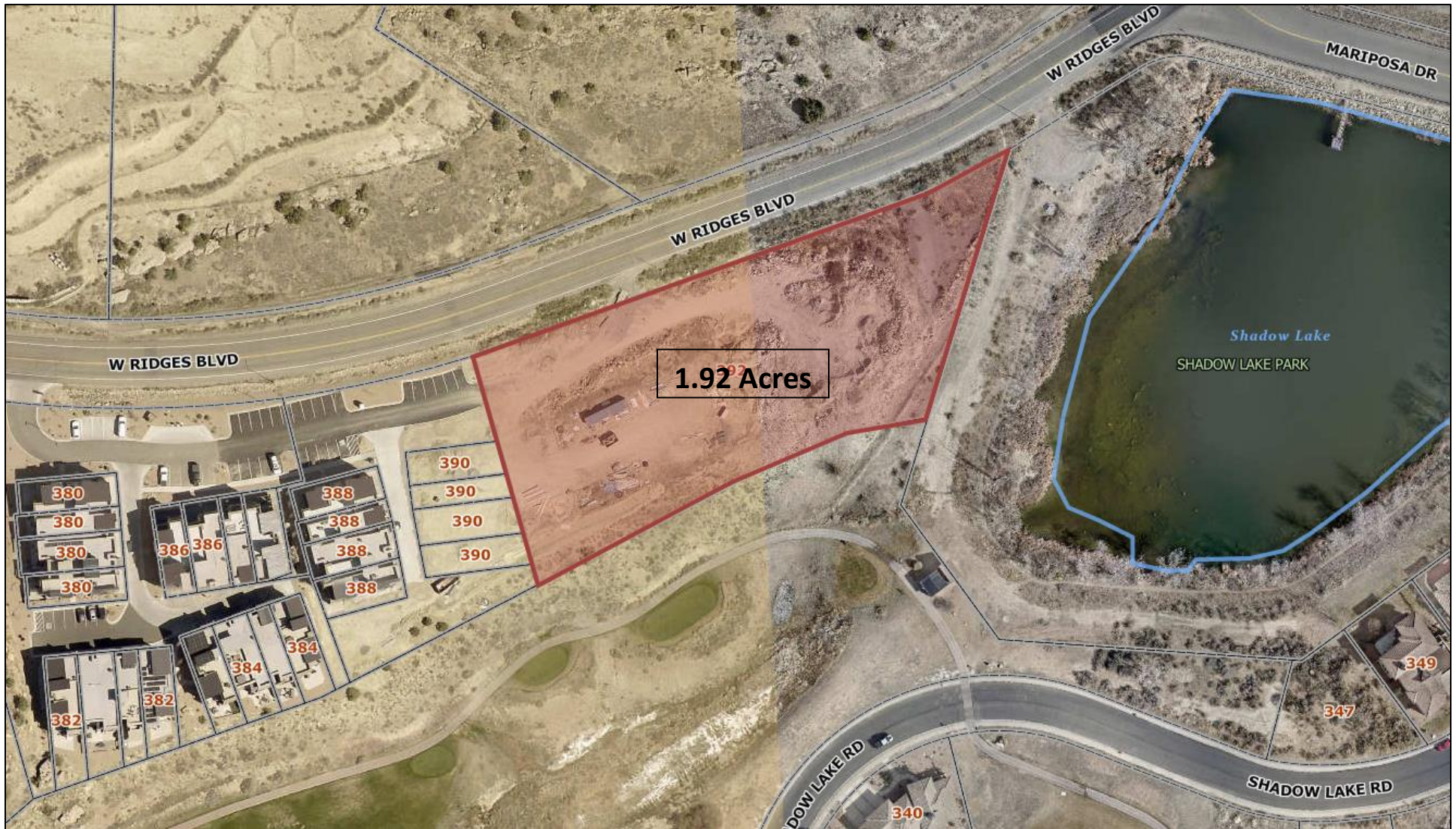


VICINITY MAP – REMAINING DEVELOPABLE PARCELS



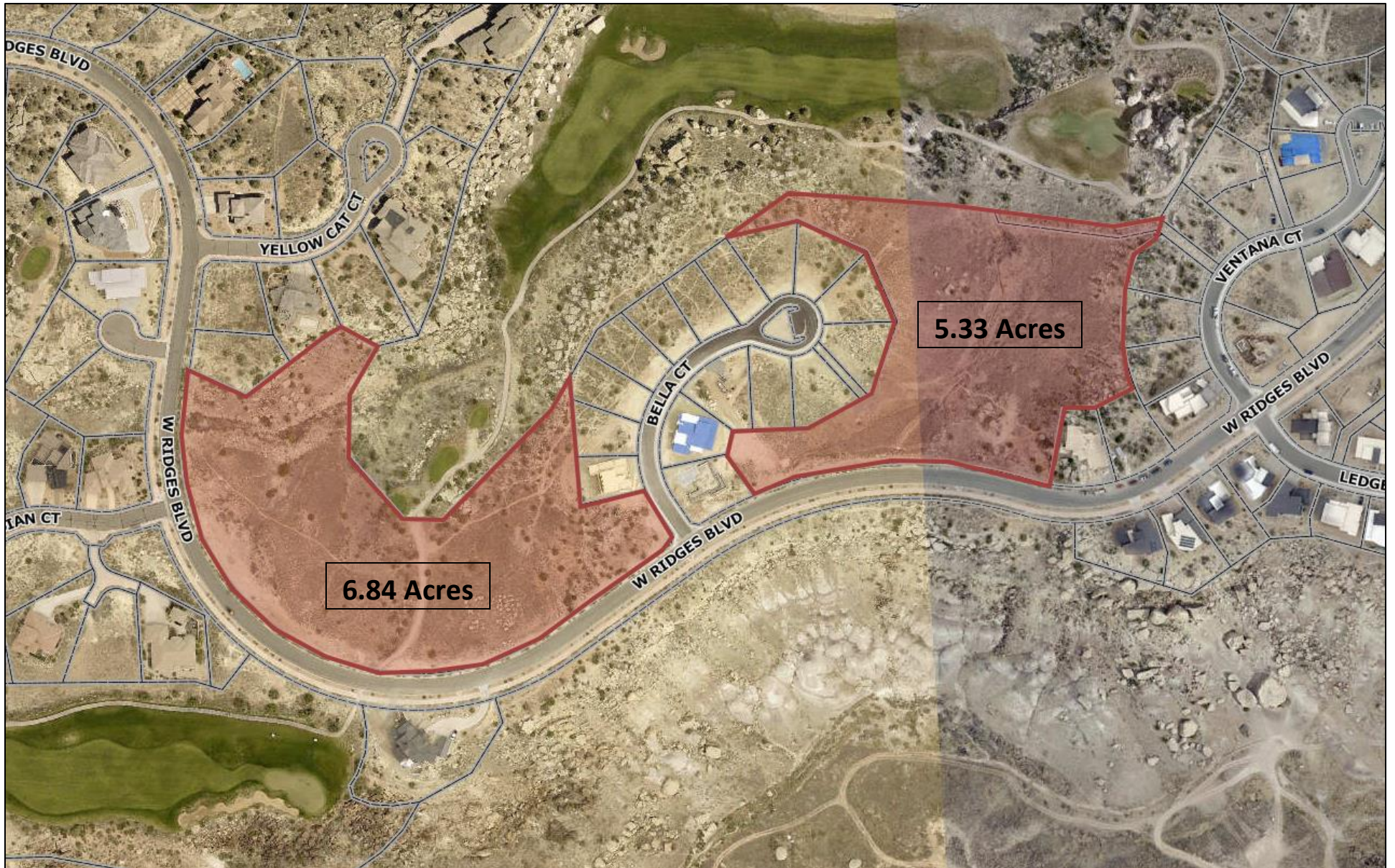
ZOOMED IN - REMAINING DEVELOPABLE PARCELS

Lot 3 of Block 9 Redlands mesa Filing One Phase Two Subdivision

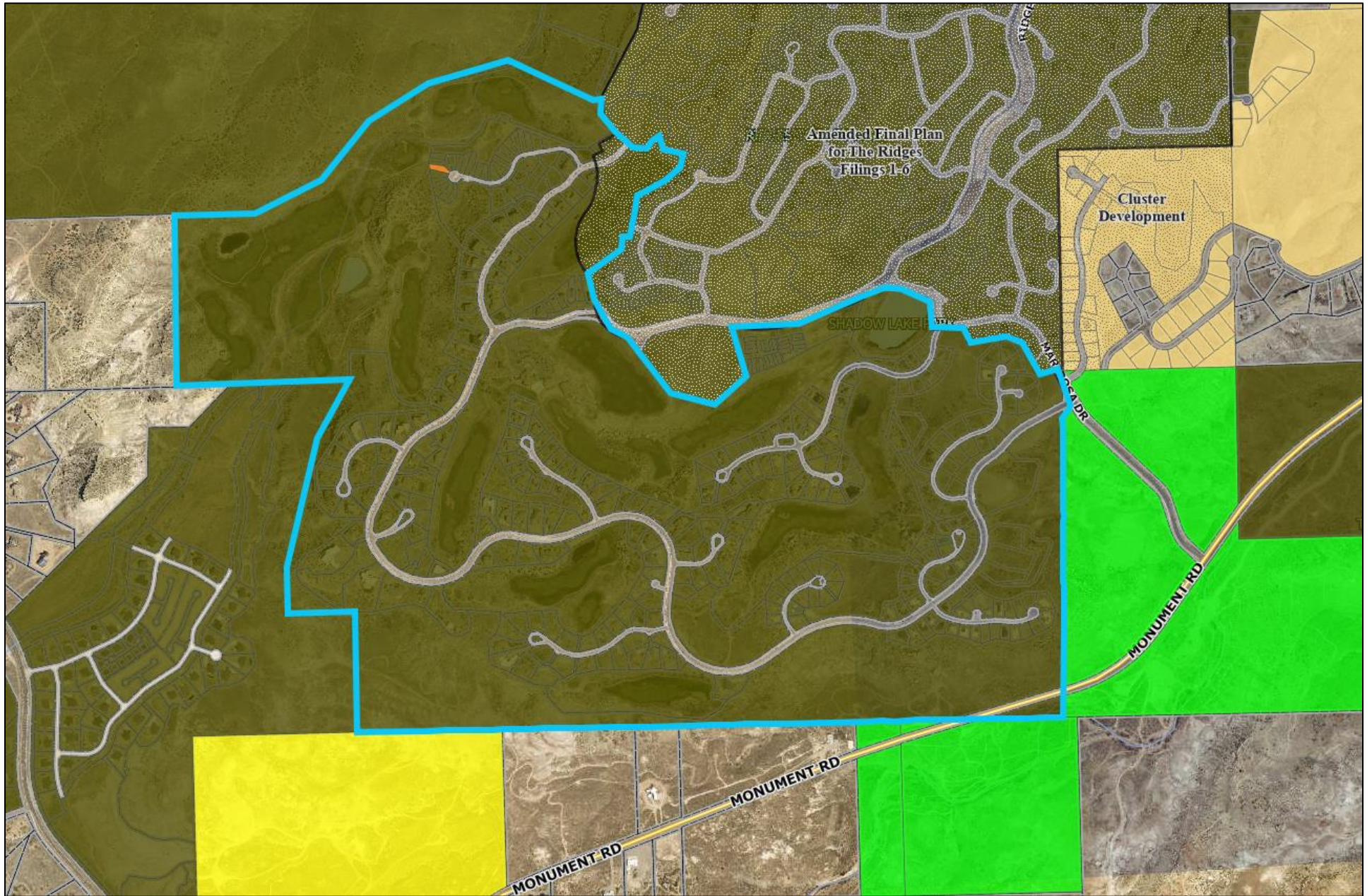


ZOOMED IN - REMAINING DEVELOPABLE PARCELS

Tracts F & H of Ventana at Redlands Mesa



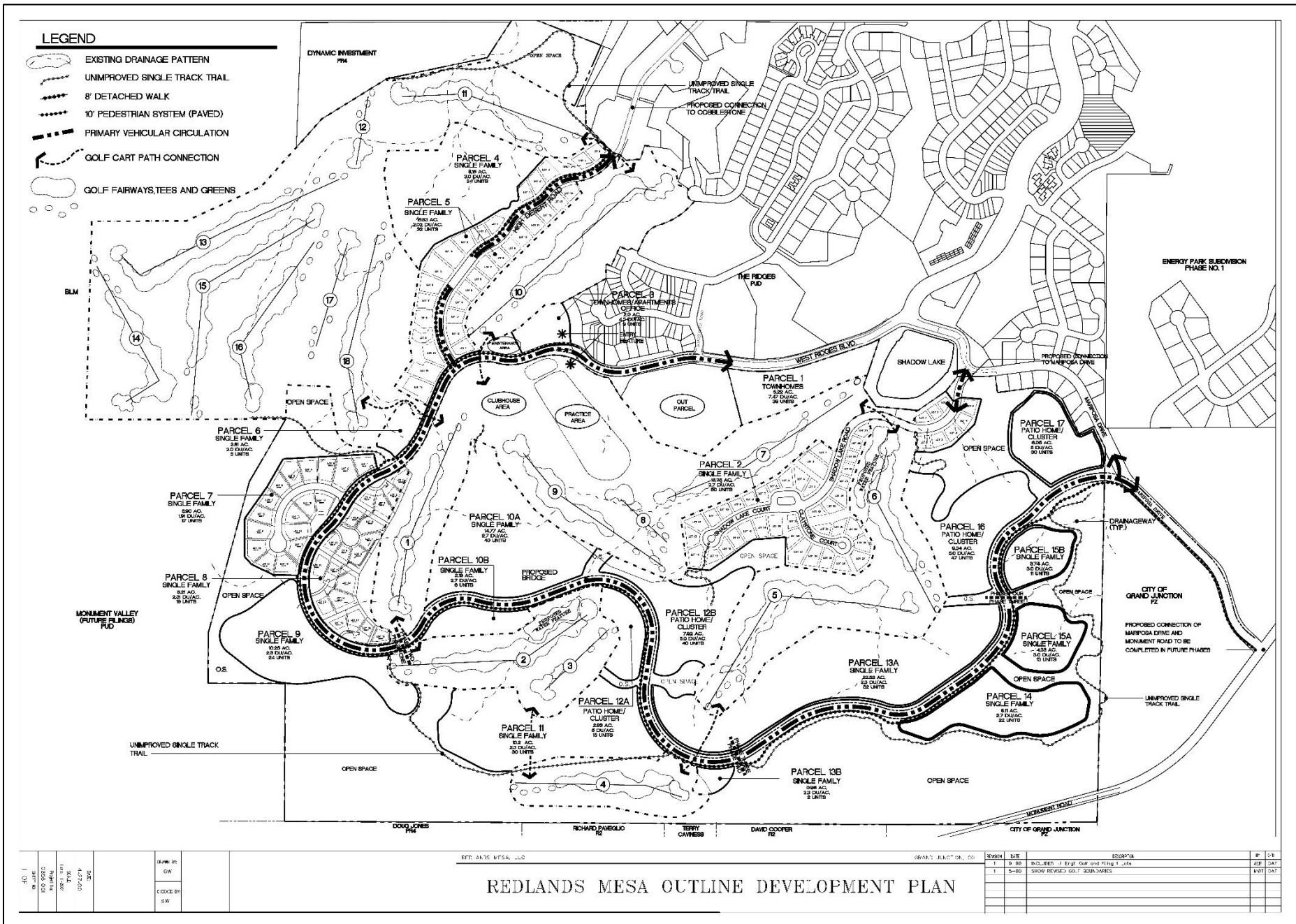
Zoning Map



Zoning Map



ORIGINAL REDLANDS MESA OUTLINE DEVELOPMENT PLAN





REDLANDS MESA ODP PLAT DEADLINE EXTENSION
Bella Mesa at Redlands Mesa Filing 2 and 3,
Peaks at Redlands Mesa Filing 3 (392 W. Ridges Blvd.)
(Parcel Nos. 2945-204-70-031, 2945-204-70-029 and 2945-201-22-003)

SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING
TUESDAY, NOVEMBER 2, 2021, @ 5:30 PM
VIA ZOOM

A virtual neighborhood meeting for the above-referenced Redlands Mesa ODP Plat Deadline Extension was held on November 2, 2021, via Zoom, at 5:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on October 22, 2021, per the mailing list received from the City of Grand Junction. There were seven attendees from the public. Also present were Tracy States, Project Coordinator with River City Consultants, David Thornton, Principal Planner with the City of Grand Junction, and Bruce Milyard and Kevin Young representing the property owners.

Ms. States presented the request to extend the platting deadline for the approved Redlands Mesa ODP and Amended ODP for three years, from December 2021 to December 2024. It was explained that this was the only request being made, no other changes were proposed. Ms. States presented location maps and the plats for Bella Mesa at Redlands Mesa Filing 2 and Peaks at Redlands Mesa Filing 3 and said these projects were already under review with the City but getting them platted by year end due to the holidays and current City workload was unlikely. Ms. States opened the meeting up for questions.

There were a couple of questions from the attendees regarding density. Ms. States explained the allowed density was not changing. Bruce Milyard offered that some preliminary design for Bella Mesa Filing 3 has already been done but not quite ready for submittal to the City yet.

Ms. States went on to explain the public hearing process. Dave Thornton with the City confirmed the process and added that the city supports the request, and it preserves the intent of existing Redlands Mesa development. The attendees had no concerns regarding the platting deadline extension request.

The meeting adjourned at approximately 5:45 PM.

3 PAGE DOCUMENT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4495

**AN ORDINANCE AMENDING THE
OUTLINE DEVELOPMENT PLAN FOR REDLANDS MESA**

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of the amendments to the Outline Development Plan for Redlands Mesa, finding that the ODP as amended conforms to the Future Land Use map, the Blended Map and the goals and policies of the City's Comprehensive Plan. The ODP as amended meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code and the requirements of Section 21.02.150, regarding Planned Developments. The default zoning is R-4, Residential – 4 units per acre.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the Redlands Mesa Amended Outline Development Plan, as shown on Exhibit "A" attached, is in conformance with the criteria of Section 21.02.150 of the Grand Junction Municipal Code.

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

The Redlands Mesa Planned Development is zoned PD (Planned Development), and development pods shall not exceed the maximum of 8 dwelling units per acre; or the minimum of 1 dwelling unit per acre. Overall maximum density for the entire development does not change; it remains at 526 units.

This Ordinance is further conditioned:

- 1) If the planned development approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards. The default standards of the R-4 zoning designation will apply.
- 2) All remaining parcels shall be platted by December 2021.
- 3) The bulk standards for the remaining undeveloped parcels, to wit parcels 1, 3, 4, 13A, 14, 15A and 15B, containing 60.281 acres, more or less, if not encumbered by Ridgeline Development Standards found in Section 21.00.07.020, shall be:

Minimum Front Yard Setback

20' West Ridges Blvd. – from r-o-w (path side)

30' West Ridges Blvd. – from r-o-w (non-path side)

Note: path side is that side 40' from control line shown inside r-o-w.

20' From r-o-w (all others unless otherwise depicted on plat)

Minimum Rear Yard Setback

- 20' From property line (common rear yard lot lines)
- 20' From property line (adjacent to golf or open space)
- 5' Internal side setback
- 15' Minimum between buildings
- 15' Perimeter side setback
- 20' Minimum Street Frontage
- 40' Building Height
- 65% Maximum Lot coverage

4) Filings One through Seven setbacks are recorded on the respective plats. Filing 8, Lot 1, Block 1, setbacks are the same as those applied to Filing 7.

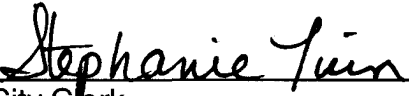
5) Due to topography constraints, transfer of density/intensity between the development pods/areas to be developed is allowed.

6) Dwelling units may be in the form of single-family attached, single-family detached, patio homes, townhomes or cluster development. Any given development pod may contain any one or more of these housing types.

INTRODUCED on first reading the 4th day of January, 2012 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the 16th day of January, 2012 and ordered published in pamphlet form.

ATTEST:



City Clerk



President of the Council



CITY COUNCIL AGENDA ITEM

Date: January 6, 2012

Author: Lori V. Bowers

Title/ Phone Ext: Senior Planner / 4033

Proposed Schedule: Wednesday, January 4, 2012

2nd Reading: Monday, January 16, 2012

File #: PLD-2011-1183

Subject: Amend the Redlands Mesa Planned Development, Outline Development Plan and Phasing Schedule
Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage of the Proposed Ordinance to Amend the Redlands Mesa Outline Development Plan
Presenter(s) Name & Title: Tim Moore, Public Works and Planning Director Lori V. Bowers, Senior Planner

Executive Summary:

The proposed amendment to the almost 14 year old Outline Development Plan (ODP) includes a new phasing schedule, changes in housing type for certain phases of the development and revised bulk standards for future filings, with no change in overall density. All future filings will be subject to the 2010 Zoning and Development Code.

Background, Analysis and Options:

The Outline Development Plan for Redlands Mesa Development, located in the Ridges, was approved by the City Council on December 16, 1999. The zoning of the property is PD, Planned Development with an underlying default zone district of R-4. It was designed for 526 residential units, an 18 hole golf course and a commercial parcel including a clubhouse, offices and maintenance facility. The golf course, clubhouse and offices, and maintenance facility have been constructed. The temporary sales office will move to a permanent site near the clubhouse. About 70 residential units have been constructed. The total acreage for the project is 494.08 acres; of those, 145.25 acres are designated open space and deeded to the Redlands Mesa Master Association for care and maintenance. There is a public easement over the open space (but not over the golf course) which is further defined in the "Agreement for Restrictions on the Use of Open Space in Redlands Mesa Planned Development," Recorded at Book 2730, Page 54. There are approximately 60.281 acres remaining to be developed, designated as Parcels 1, 3, 4, 13A, 14, 15A, and 15B.

The original ODP allowed a maximum density of 526 residential units with the density of each phase to be established at the time of Preliminary Plan Approval. Under the 2010 Zoning and Development Code ("new Code"), Preliminary Plans are no longer required, as the ODP must include more detail than required under the previous Zoning Code.

The proposed amended ODP indicates the maximum density of each development area or "Pod." The new Code also allows for density/intensity to be transferred among pods/areas to be developed unless explicitly prohibited by the ODP approval. The Applicants intend to utilize this section of the Code, so the amended ODP does not prohibit transfer of densities. This means that density of a pod can vary from one dwelling unit per acre to eight dwelling units per acre, while preserving the overall maximum density of 526 units. Likewise, the ODP amendments allow construction of single-family homes, townhomes, patio homes or cluster type developments throughout the undeveloped areas, without restricting certain housing types to certain pods. The default zone remains R-4.

Final development plans will be submitted for review and Director approval according to the new Code. The City Attorney will review covenants and restrictions prior to the final development plan approval. More detail is provided in the attached Staff report.

How this item relates to the Comprehensive Plan Goals and Policies:

The original ODP was consistent with the Growth Plan that was in place at the time the PD Ordinance was adopted. The proposed ODP amendment is consistent with the Comprehensive Plan as follows:

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

Goal 8: "Create attractive public spaces and enhance the visual appeal of the community through quality development."

The Redlands Mesa project has provided and will continue to provide a quality development for the community with attractive open spaces and unique amenities (golf course) and will continue to add balanced growth in the City. The proposed changes will allow flexibility for construction of housing types that the market demands at the time, while respecting an overall density that is consistent with the Comprehensive Plan.

Board or Committee Recommendation:

The Planning Commission forwards a recommendation of approval from their meeting of December 13, 2011.

Financial Impact/Budget:

N/A

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

Consideration of the Ordinance was Wednesday, January 4, 2012.

Attachments:

Site Location Map / Aerial Photo Map
Comprehensive Plan Map / Existing Zoning Map
Blended Residential Map
Amended Outline Development Plan (ODP) Map
Parcel Detail Maps (5)
Planned Development Rezone Ordinance

ANALYSIS

I. Background:

Uses and Development Character

The proposed amendment to the existing ODP does not change the original use and development character. Single family detached, multifamily residential and commercial were the uses proposed under the original ODP and still allowed under the proposed amendment.

The densities for each Pod (identified as a parcel and number on the plan) are defined on the Plan. The Applicant reserves the right to transfer densities between the Pods not to exceed the maximum density allowed.

Density

Eight Filings have already been platted. The overall proposed residential density of the development is 526 dwelling units. A total of 100.18 acres, containing 259 residential lots have been platted. About 70 units have been constructed. Each Pod describes the allowed uses and minimum/maximum density allowed.

Access

Access into and through the development was established with the preceding ODP and final plats and will not change.

Open Space / Park

The open space throughout this development was established with the preceding ODP and final plats and will not change.

Community Benefit

The purpose of the Planned Development (PD) zone is to provide design flexibility. Planned development should be used when long-term community benefits will be derived, and the vision, goals and policies of the Comprehensive Plan can be achieved. Long-term community benefits include:

1. More efficient infrastructure;
2. Reduced traffic demands;
3. More usable public and/or private open space;
4. Recreational amenities; and/or
5. Needed housing choices.

The proposed amendment allows single family detached and multifamily residential

dwelling units creating needed housing choices. Furthermore internal traffic and pedestrian circulation and clustered development create more efficient use of infrastructure and more usable open space.

Therefore the proposed development meets the following community benefits as outlined in Chapter 5:

1. More efficient infrastructure.
2. More usable public and/or private open space.
3. Recreational amenities.
4. Needed housing choices.

Phasing Schedule

Pursuant to the Code, the PDP will be submitted within 2 years after approval of the ODP, unless a phasing schedule is otherwise approved with the preliminary plan. The Applicant requests the maximum of 10 years to be allowed to complete the platting of the remaining undeveloped parcels.

Default Zoning

The Applicant is proposing a default zone of R-4, which is consistent with the Comprehensive Plan Blended Map designation of Residential Low. The bulk standards for the R-4 zone, as indicated under Section 21.03.040(e) in the Zoning Code, are as follows:

Density: 2 to 4 dwelling units per acre
Maximum lot coverage: 50%
Minimum lot area: 7,000
Minimum lot width: 70 feet
Front yard setback: 20 feet for principal structures/25 feet for accessory structures
Side yard setback: 7 feet for principal structures/3 feet for accessory structures
Rear yard setback: 25 feet for principal structures/5 feet for accessory structures
Maximum building height: 40 feet

The Applicant is proposing the following deviations from the R-4 bulk standards:

Rear Yard Setback

20' From property line (common rear yard lot lines)
20' From property line (adjacent to golf or open space)

Side Yard Setback

5' Internal side setback
15' Minimum between buildings

15' Perimeter side setback

Lot Width

20' Minimum Street Frontage

The Planning Commission may recommend that the City Council deviate from the default district standards subject to the provision of any of the community amenities listed below. In order for the Planning Commission to recommend and the City Council to approve deviation, the listed amenities to be provided shall be in excess of what would otherwise be required by the code. These amenities include:

- (1) Transportation amenities including, but not limited to, trails other than required by the multimodal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelters;
- (2) Open space, agricultural land reservation or land dedication of 20 percent or greater;
- (3) Community facilities for provision of public services beyond those required for development within the PD;
- (4) The provision of affordable housing for moderate, low and very low income households pursuant to HUD definitions for no less than 20 years; and
- (5) Other amenities, in excess of minimum standards required by this code, that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.

It is felt that this development and the proposed ODP amendment meets Amenities (1) and (2) and therefore the deviations should be approved.

II. Consistency with the Comprehensive Plan:

The original ODP was consistent with the Growth Plan that was in place at the time the PD Ordinance was adopted. The proposed ODP amendment is consistent with the Comprehensive Plan as follows: Goal 3: "The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community."

Goal 8: "Create attractive public spaces and enhance the visual appeal of the community through quality development." The Redlands Mesa project has provided and will continue to provide a quality development for the community with attractive open spaces and unique amenities (golf course) and will continue to add balanced growth in the City. The proposed changes will allow flexibility for construction of housing types that the market demands at the time, while respecting an overall density that is consistent with the Comprehensive Plan.

III. Review criteria of Chapter 21.02.150 of the Grand Junction Municipal Code:

Requests for an Outline Development Plan shall demonstrate conformance with all of the following:

The Outline Development Plan review criteria in Section 21.02.150(b):

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

The project previously complied with the Growth Plan and continues to comply with the Comprehensive Plan, the Grand Valley Circulation Plan and the adopted codes and zoning requirements for this property, as determined with the approved ODP.

- b) The rezoning criteria provided in Section 21.02.140 of the Grand Junction Municipal Code (GJMC).

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

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

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

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

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

Criteria 1, 3 and 5 are found with this application. 1) The adoption of the new Zoning Code in 2010 has updated planning standards and practices and this amended ODP will bring this project in line with those. Criterion 3) Facilities have been installed (infrastructure) which will continue to serve the project. Criterion 5) The new phasing schedule will be a benefit to the community by allowing more time to complete a quality subdivision in slower economic times and by allowing flexibility for future development to respond to market demands for certain housing types.

c) The planned development requirements of Section 21.05.040(f) GJMC;

1. Setback Standards – The following setbacks shall apply:

Minimum Front Yard Setback

- 20' West Ridges Blvd. – from r-o-w (path side)
- 30' West Ridges Blvd. – from r-o-w (non-path side)
- Note: path side is that side 40' from control line shown inside r-o-w.
- 20' From r-o-w (all others unless otherwise depicted on plat)

Minimum Rear Yard Setback

- 20' From property line (common rear yard lot lines)
- 20' From property line (adjacent to golf or open space)
- 5' Internal side setback
- 15' Minimum between buildings
- 15' Perimeter side setback
- 20' Minimum Street Frontage
- 40' Building Height
- 65% Maximum Lot coverage

- 2. Open Space – No changes are proposed; the ODP will continue to require the same 145.25 acres of open space.
- 3. Fencing/Screening – no change proposed.
- 4. Landscaping – No changes are proposed. The landscaping requirements from the original ODP meet or exceed the requirement of the present Zoning and Development Code.
- 5. Parking – Off street parking is and will continue to be provided in accordance with the Zoning Code.
- 6. Street Development Standards – Existing streets, alleys and easements have been and will continue to be designed and constructed in accordance with TEDS and applicable portions of the GJMC.

d) The applicable corridor guidelines and other overlay districts in Chapter 21.07.

The applicable corridor guidelines found in Section 21.00.07.020 – Environmental/sensitive land regulations has been addressed by the applicant as:

“The project consists of varied topography, rocky outcrops, and broken terrain providing a variety of site conditions, which naturally allows for the separation of the proposed uses and neighborhoods. These same constraints also limited and/or controlled site

access and buildable terrain. The challenge of the site design was to respect the topographic constraints and unique character of the site while providing constructible road alignments, building sites, and a golf course. The neighborhoods through the approved ODP were placed to take advantage of the natural aspects of the site itself such as the rock outcrops and native vegetation, with special attention paid to the spectacular views in all directions. Land unsuitable for development because of geologic constraints was preserved in its natural state. This included drainage ways, steep terrain (slopes in excess of 30%) and rock outcroppings. Areas of “no disturbance” were identified around all proposed building sites in the approved ODP”.

Also applicable to the site is Sub Section (g) Ridgeline Development, which will continue to be effect for this project. There are no changes proposed by the applicant to this section of the Code.

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

Adequate public services and facilities currently exist in this subdivision or are able to be extended to serve the future development.

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

Adequate circulation and access was demonstrated with the previously approved ODP and will continue to be provided by the amended ODP. The development has provided numerous offsite capital improvements including a second access to The Ridges via Mariposa Drive to Monument Road. The completion of this connection is a significant benefit to the surrounding developments. Internal access for the undeveloped parcels will be given consideration on an individual basis as each pod is submitted for review and approval.

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

This was demonstrated with the previous approved ODP and is not changed by this amendment. Screening and buffering will continue to be evaluated during the review of each pod.

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

The amended ODP continues to allow one dwelling unit per acre and/or up to eight dwelling units per acre on sites with fewer geologic constraints.

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

The default zone on the property remains of R-4 (Residential – 4 du/ac). The applicant has proposed the bulk standards as presented above as the new standard for the remainder of the property. These bulk standards also include building height, 40-feet which is the same as the R-4 zone district; and maximum lot coverage at 65% which is greater than the 50% allowed in R-4. The new setbacks allow for greater density if a townhouse/patio home or cluster development application is received. Ridgeline setbacks will still apply for those parcels impacted by the Ridgeline Development Map of Section 21.07 of the GJMC.

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

Due to existing economic conditions that are likely to affect the real estate market for many years to come, the applicant is requesting the maximum 10 years be allowed to complete the platting of the remaining undeveloped parcels. Other than completing the entire development by 2021, the applicant does not propose any more specific phasing deadlines.

FINDINGS OF FACT/CONCLUSIONS

After reviewing the Redlands Mesa ODP application, file number PLN-2011-1183 for an amendment to the Outline Development Plan, staff makes the following findings of fact and conclusions:

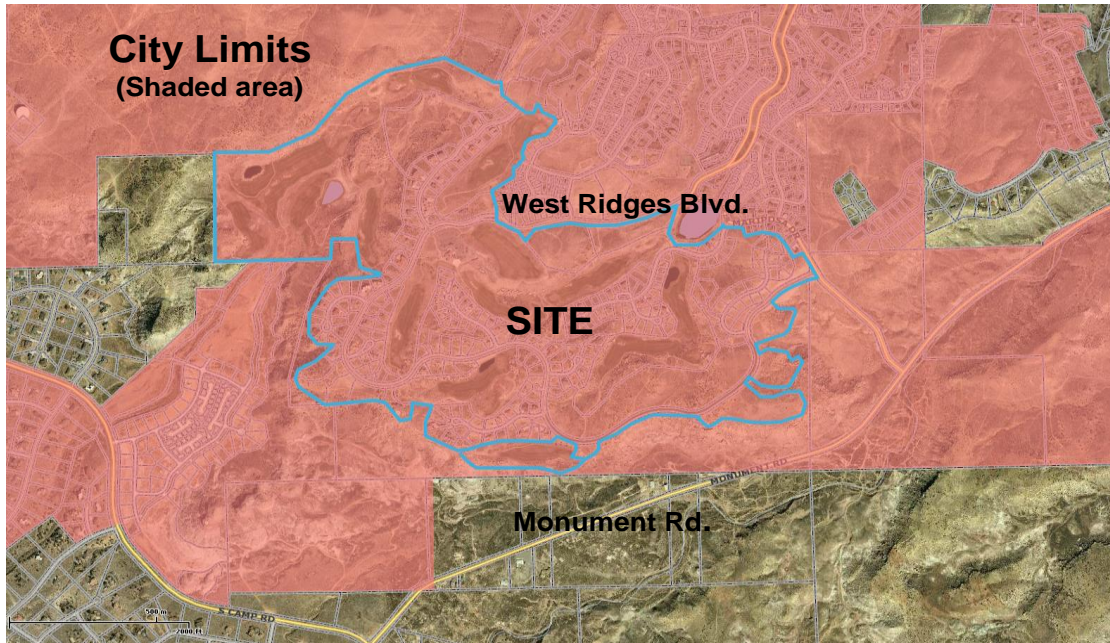
1. The requested amendment to the Outline Development Plan is consistent with the Comprehensive Plan.
2. The review criteria in Section 21.05.150 of the Grand Junction Municipal Code have all been met.
3. The review criteria in Section 21.02.140 of the Grand Junction Municipal Code (rezoning) have been met.
4. The request for a 10 year phasing schedule is in compliance with Section 21.02.080(N)(22)(i) of the GJMC.

PLANNING COMMISSIONS RECOMMENDATION:

At their December 13, 2011 meeting the Planning Commission forwarded a recommendation of approval of the requested amendment to the Redlands Mesa Outline Development Plan; file number PLN-2011-1183 with the findings and conclusions listed above.

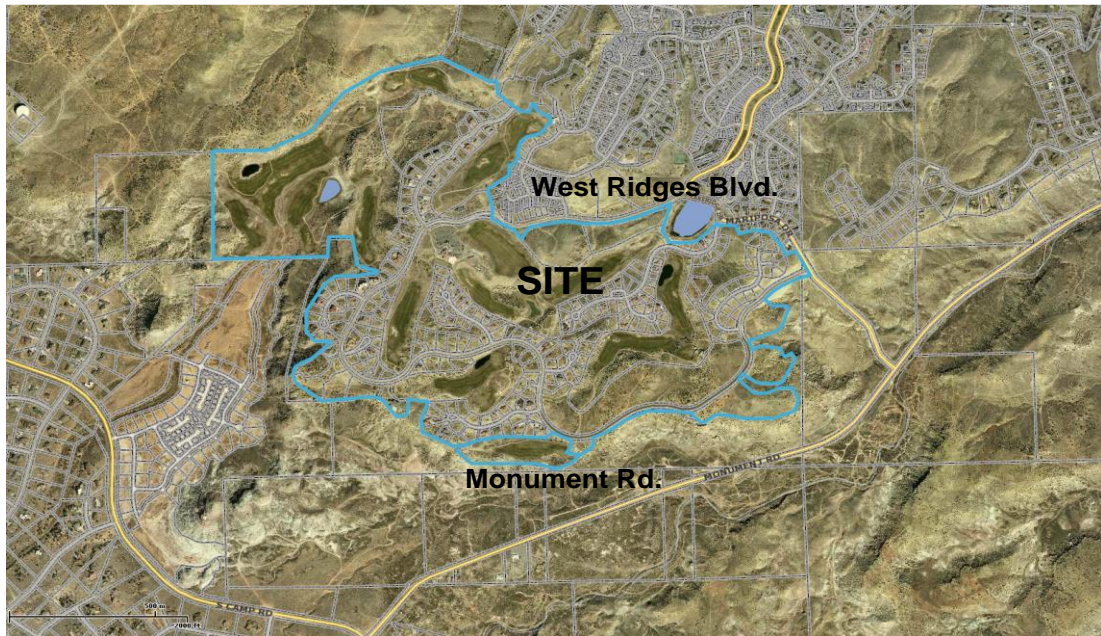
Site Location Map

Amending Redlands Mesa ODP



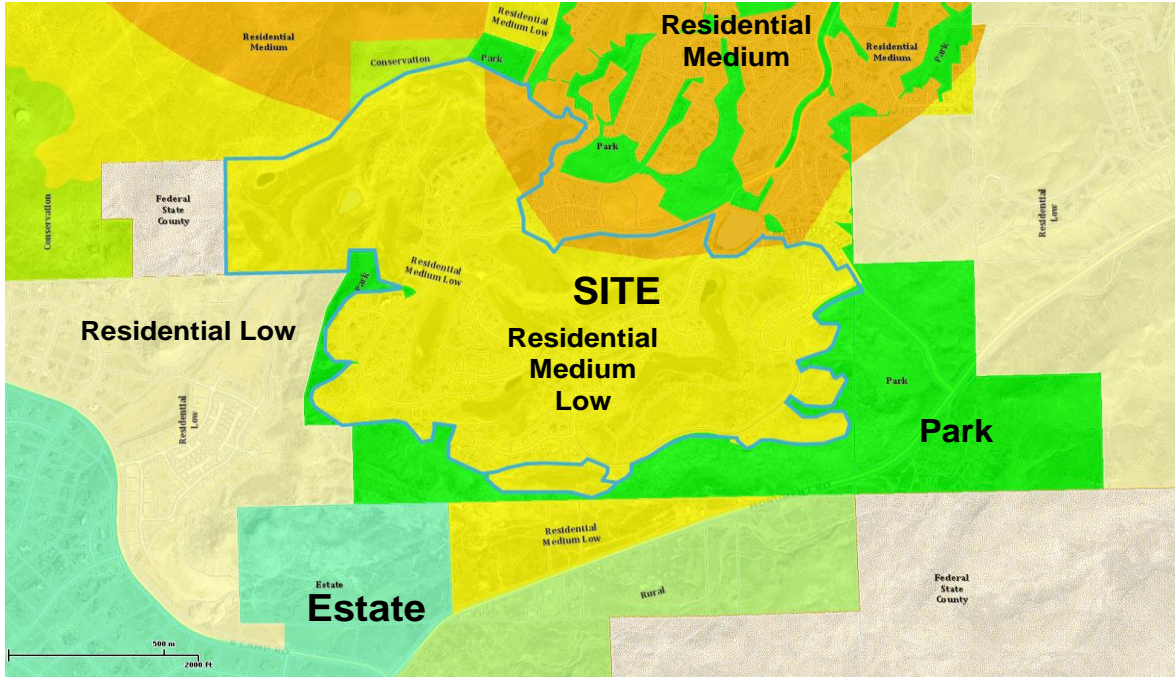
Aerial Photo Map

Amending Redlands Mesa ODP



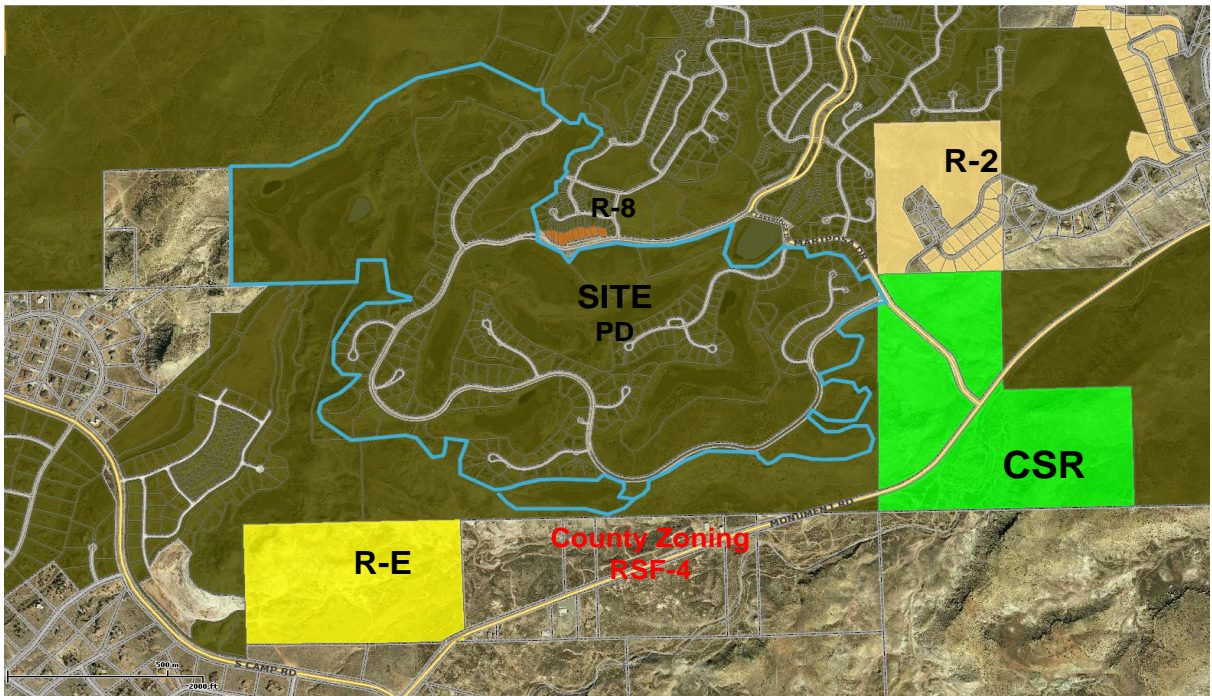
Comprehensive Plan Map

Amending Redlands Mesa ODP



Existing City and County Zoning Map

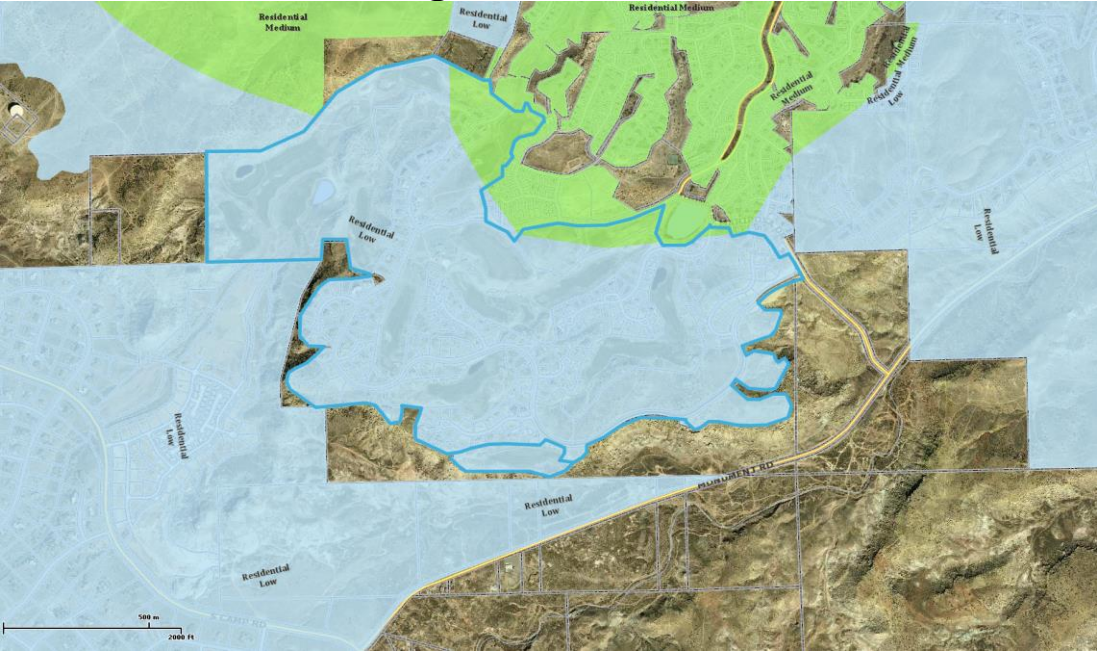
Amending Redlands Mesa ODP

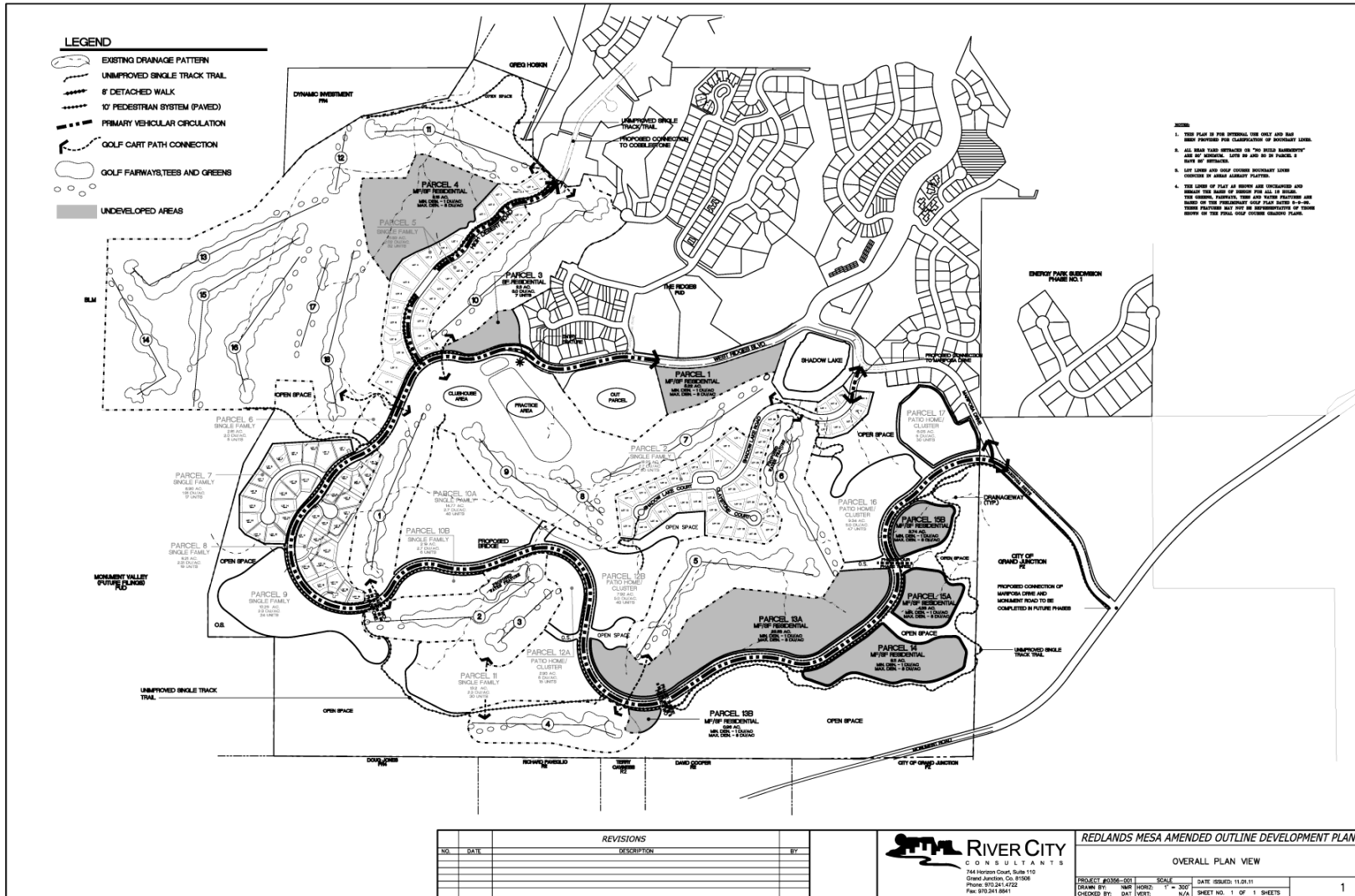


NOTE: Please contact Mesa County directly to determine parcels and the zoning thereof.

Blended Residential Map

Amending Redlands Mesa ODP





- LEGEND**
- EXISTING DRAINAGE PATTERN
 - UNIMPROVED SINGLE TRACK TRAIL
 - 8' DETACHED WALK
 - 10' PEDESTRIAN SYSTEM (PAVED)
 - PRIMARY VEHICULAR CIRCULATION
 - GOLF CART PATH CONNECTION
 - GOLF FAIRWAYS, TEES AND GREENS
 - UNDEVELOPED AREAS

- NOTES**
1. THIS PLAN IS FOR STRIPING THE ONLY AND HAS BEEN PROVIDED FOR CLARIFICATION OF BOUNDARY LINES.
 2. ALL ROAD YARD SETBACKS OR "NO BUILD BOUNDARY" ARE TO BE MAINTAINED UNLESS OTHERWISE SHOWN ON THIS PLAN.
 3. SEE LATER AND USE OTHER DRAWINGS FOR THE LOCATION OF OTHER ADJACENT PLANS.
 4. THE LINES OF PLAY ARE SHOWN AND OUTLINED AND SHOULD BE MAINTAINED FOR ALL OF THEM.

REVISIONS			
NO.	DATE	DESCRIPTION	BY

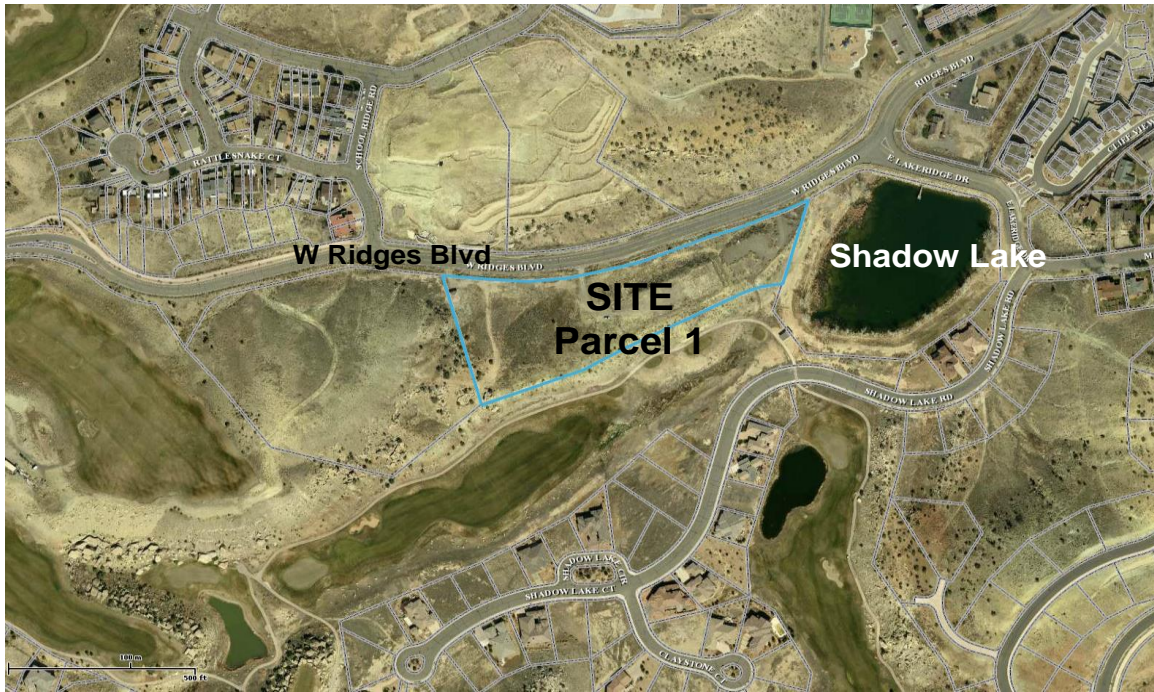
RIVER CITY CONSULTANTS
 744 Horizon Court, Suite 110
 Grand Junction, CO 81506
 Phone: 970.241.4722
 Fax: 970.241.9861

REDLANDS MESA AMENDED OUTLINE DEVELOPMENT PLAN
OVERALL PLAN VIEW
 PROJECT #0366-001 SCALE DATE ISSUED: 11.29.11
 DRAWN BY: NAB HORNE SHEET NO. 1 OF 1 SHEETS
 CHECKED BY: DAT VERT

Parcel 1 Map

5.178 acres

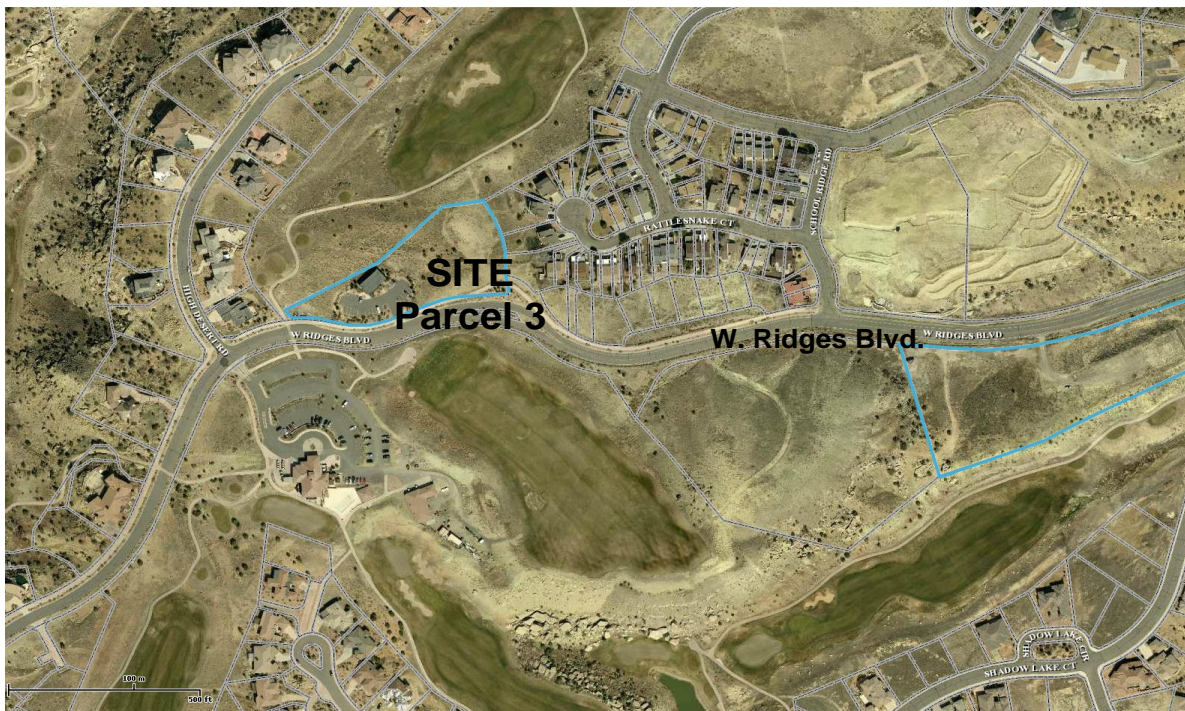
Redlands Mesa ODP



Parcel 3 Map

2.294 acres

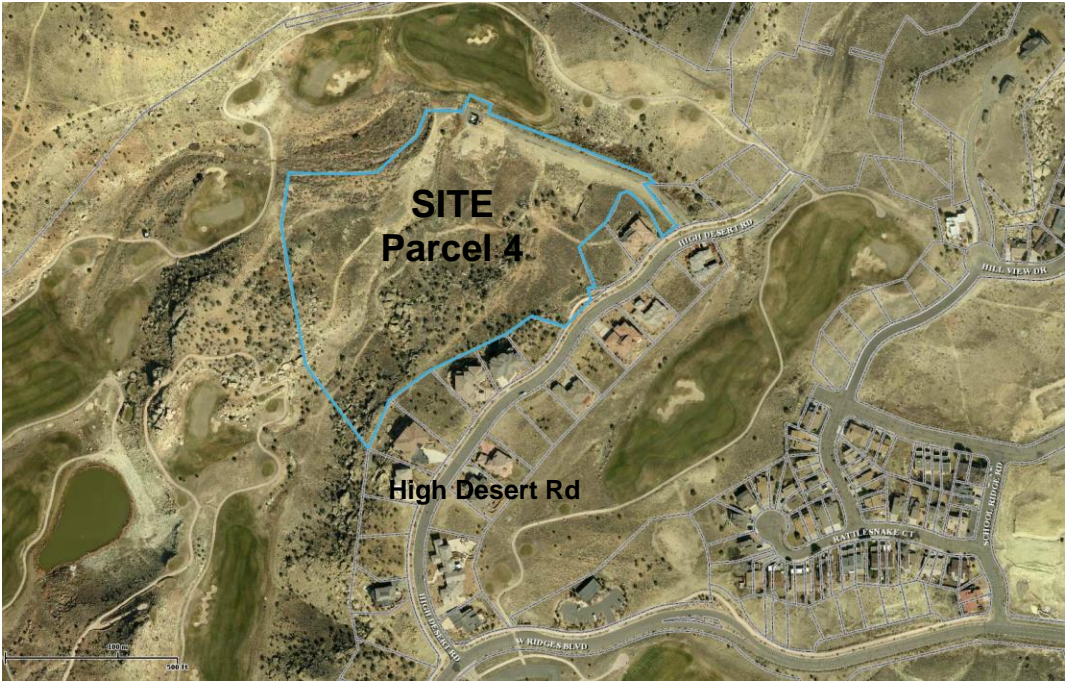
Redlands Mesa ODP



Parcel 4 Map

13.525 acres

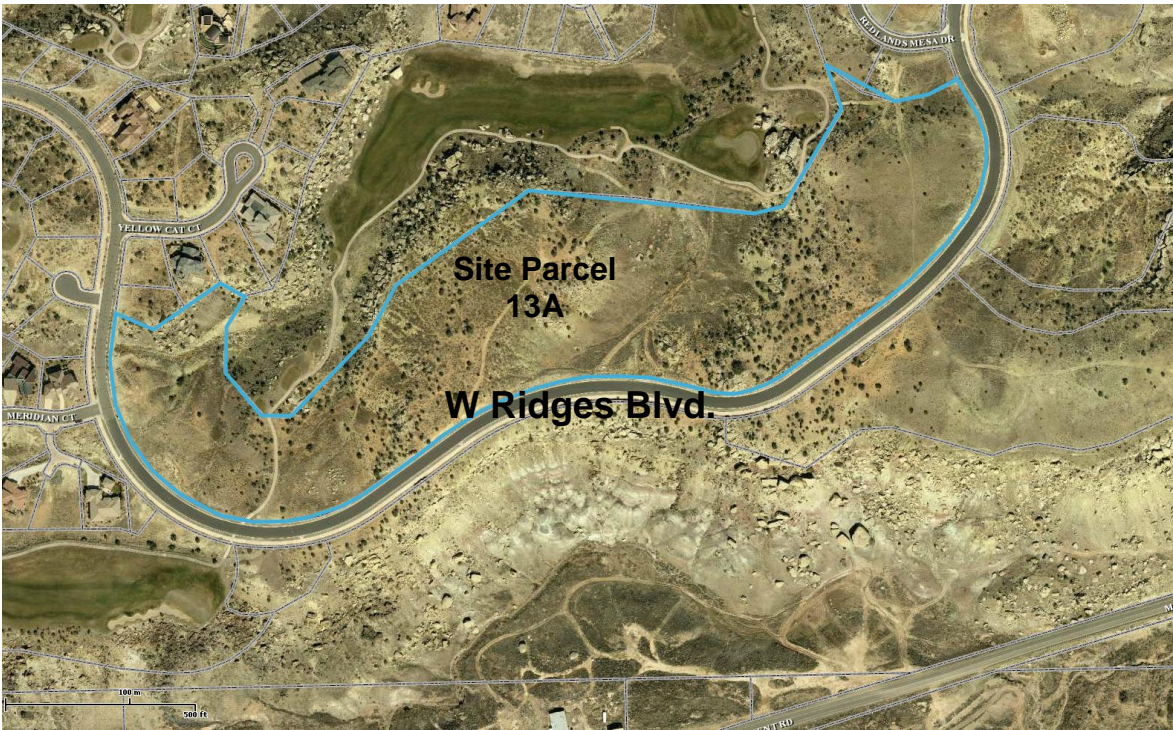
Redlands Mesa ODP



Parcel 13A Map

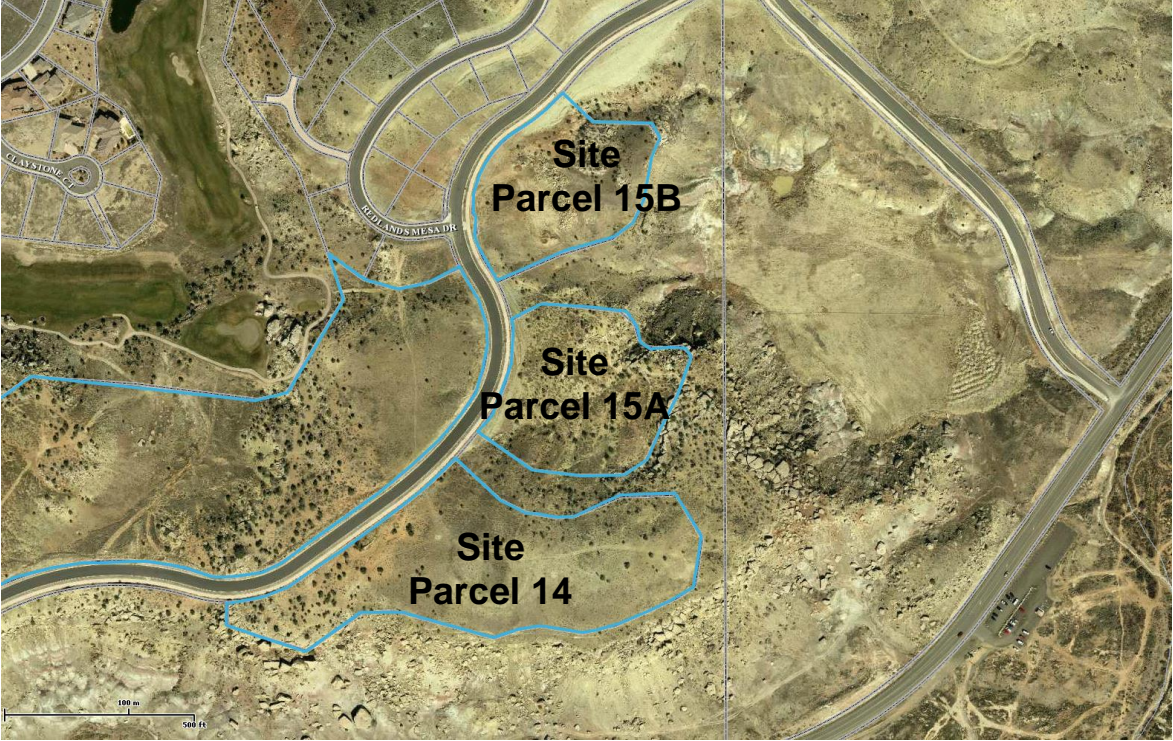
23.871 acres

Redlands Mesa ODP



Parcels 14, 15A and 15B Map

15.413 acres



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE AMENDING THE
OUTLINE DEVELOPMENT PLAN FOR REDLANDS MESA**

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of the amendments to the Outline Development Plan for Redlands Mesa, finding that the ODP as amended conforms to the Future Land Use map, the Blended Map and the goals and policies of the City's Comprehensive Plan. The ODP as amended meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code and the requirements of Section 21.02.150, regarding Planned Developments. The default zoning is R-4, Residential – 4 units per acre.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the Redlands Mesa Amended Outline Development Plan, as shown on Exhibit "A" attached, is in conformance with the criteria of Section 21.02.150 of the Grand Junction Municipal Code.

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

The Redlands Mesa Planned Development is zoned PD (Planned Development), and development pods shall not exceed the maximum of 8 dwelling units per acre; or the minimum of 1 dwelling unit per acre. Overall maximum density for the entire development does not change; it remains at 526 units.

This Ordinance is further conditioned:

- 1) If the planned development approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards. The default standards of the R-4 zoning designation will apply.
- 2) All remaining parcels shall be platted by December 2021.
- 3) The bulk standards for the remaining undeveloped parcels, to wit parcels 1, 3, 4, 13A, 14, 15A and 15B, containing 60.281 acres, more or less, if not encumbered by Ridgeline Development Standards found in Section 21.00.07.020, shall be:

Minimum Front Yard Setback

20' West Ridges Blvd. – from r-o-w (path side)

30' West Ridges Blvd. – from r-o-w (non-path side)

Note: path side is that side 40' from control line shown inside r-o-w.

20' From r-o-w (all others unless otherwise depicted on plat)

Minimum Rear Yard Setback

- 20' From property line (common rear yard lot lines)
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- 20' Minimum Street Frontage
- 40' Building Height
- 65% Maximum Lot coverage

4) Filings One through Seven setbacks are recorded on the respective plats. Filing 8, Lot 1, Block 1, setbacks are the same as those applied to Filing 7.

5) Due to topography constraints, transfer of density/intensity between the development pods/areas to be developed is allowed.

6) Dwelling units may be in the form of single-family attached, single-family detached, patio homes, townhomes or cluster development. Any given development pod may contain any one or more of these housing types.

INTRODUCED on first reading the ____ day of _____, 2012 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the ____ day of _____, 2012 and ordered published in pamphlet form.

ATTEST:

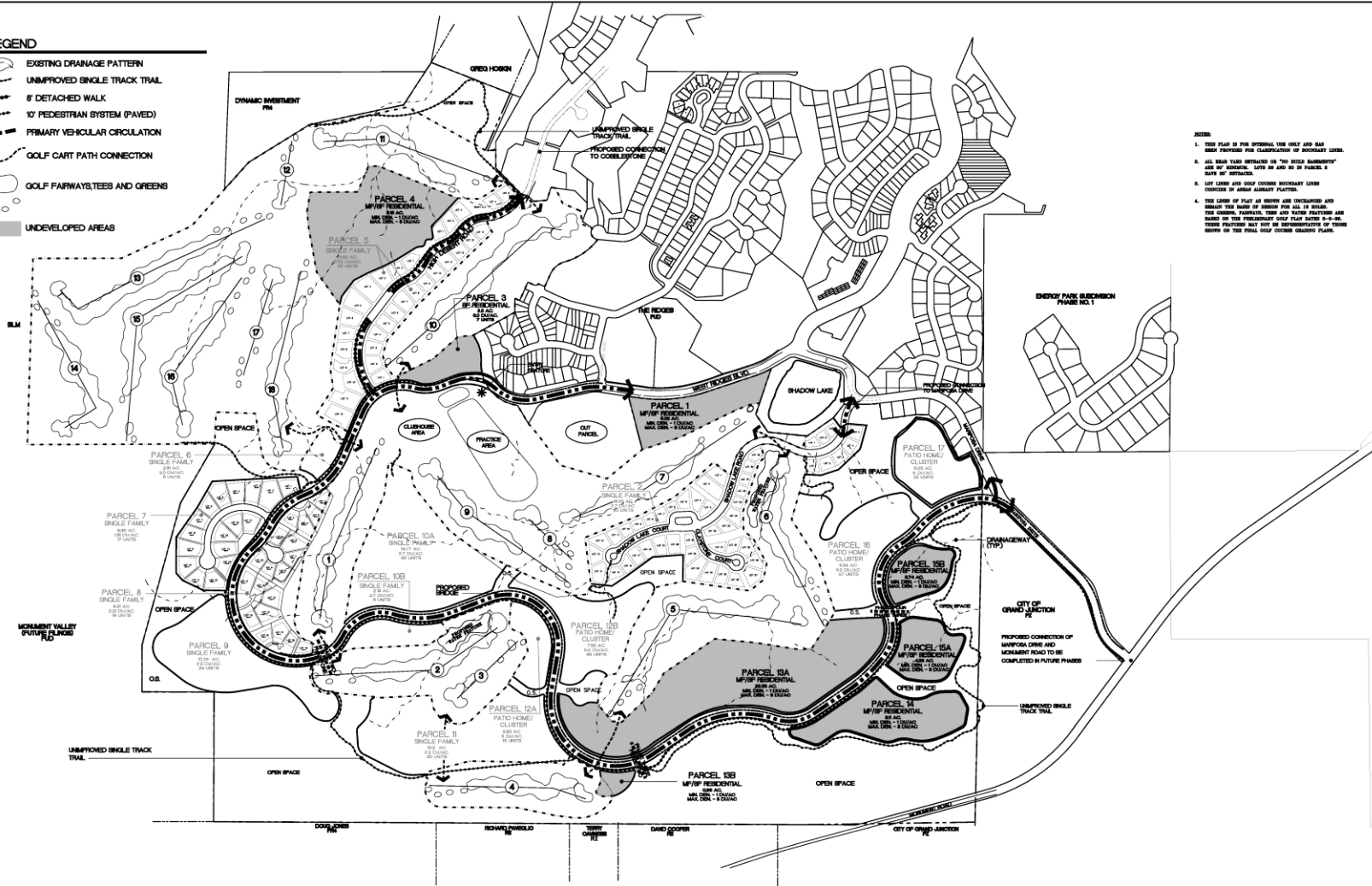
City Clerk

President of the Council

Exhibit "A"

LEGEND

- EXISTING DRAINAGE PATTERN
- UNIMPROVED SINGLE TRACK TRAIL
- 8' DETACHED WALK
- 10' PEDESTRIAN SYSTEM (PAVED)
- PRIMARY VEHICULAR CIRCULATION
- GOLF CART PATH CONNECTION
- GOLF FAIRWAYS, TEES AND GREENS
- UNDEVELOPED AREAS



- NOTES:**
1. THIS PLAN IS FOR GENERAL USE ONLY AND MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.
 2. ALL SHOWN LINES SHOWN ON "THE BOUNDARY" ARE OF APPROXIMATE NATURE AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER PURPOSE.
 3. LOT LINES AND ONLY COVER NECESSARY SPACE TO BE USED AS A BASIS FOR ANY OTHER PURPOSE.
 4. THIS PLAN OF PLAT IS NOT TO BE USED AS A BASIS FOR ANY OTHER PURPOSE AND SHOULD BE USED AS A BASIS FOR ANY OTHER PURPOSE.
 5. THE OWNER, CONTRACTOR AND ALL OTHER PARTIES ARE ADVISED THAT THIS PLAN IS NOT TO BE USED AS A BASIS FOR ANY OTHER PURPOSE AND SHOULD BE USED AS A BASIS FOR ANY OTHER PURPOSE.

REVISIONS		
NO.	DATE	DESCRIPTION

SPTAL RIVER CITY
CONSULTANTS
744 Horizon Court, Suite 110
Grand Junction, CO 81506
Phone: 970.241.4222
Fax: 970.241.8841

REDLANDS MESA AMENDED OUTLINE DEVELOPMENT PLAN

OVERALL PLAN VIEW

PROJECT #0356-001 SCALE DATE ISSUED: 11.28.11
DRAWN BY: NWR HORIZ: 1" = 300'
CHECKED BY: DAT VERT: N/A SHEET NO. 1 OF 1 SHEETS

**CITY OF GRAND JUNCTION, COLORADO
ORDINANCE _____**

**AN ORDINANCE AMENDING ORDINANCE NO. 4495 FOR THE REDLANDS MESA
PLANNED DEVELOPMENT BY ESTABLISHING A REVISED PHASING SCHEDULE**

Recitals:

The Applicants, The Peaks, LLC and Western Constructors, Inc. have requested a revision to phasing schedule for the Redlands Mesa Outline Development Plan (ODP). The Redlands Mesa ODP was originally approved in December of 1999 and subsequently amended in 2011; the ODP was designed for up to 526 residential units and golf course and associated amenities.

This Ordinance extends the phasing schedule for the remaining developable parcels of the Redlands Mesa Planned Development, without modifying any other aspects of Ordinance No. 4495.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the extended phasing schedule for the Redlands Mesa Planned Development.

The City Council finds that the sole request of a phasing schedule extension does not further impact the ODP as previously approved and outlined in Ordinance 4495 and continues to meet the provided purpose of the ODP and the Comprehensive Plan.

The City Council finds that extending the phasing schedule is reasonable in light of the current market conditions and economic feasibility of the project and is in the best interests of the community.

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

The development phasing schedule established by Ordinance No. 4495 is amended as follows:

All remaining parcels shall be platted by December 31, 2024.

All other aspects of Ordinance No. 4495 shall remain in effect.

INTRODUCED for first reading on this 15th day of December 2021 and ordered published in pamphlet form.

PASSED and ADOPTED this 5th day of January 2022 and ordered published in pamphlet form.

ATTEST:

C.B. McDaniel
President of City Council

Wanda Winkelmann
City Clerk

DRAFT

DRAFT



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: December 15, 2021
Presented By: Felix Landry, Planning Supervisor
Department: Community Development
Submitted By: Felix Landry, Planning Supervisor

Information

SUBJECT:

Contract for the Land Use and Development Code Update

RECOMMENDATION:

Staff recommends City Council authorize the City Purchasing Division to execute a Purchase Order with Clarion Associates of Denver, CO for the Land Use and Development Code Update in the amount of \$200,000.

EXECUTIVE SUMMARY:

This request is to award a contract to Clarion Associates to update the Land Use and Development Code, specifically Volume II: Development Regulations of the Grand Junction Municipal Code. The updates will focus on implementing the goals and policies described in the 2020 *One Grand Junction Comprehensive Plan* while paying special attention to drafting regulations that support the City's housing attainability goals and policies.

BACKGROUND OR DETAILED INFORMATION:

The *One Grand Junction Comprehensive Plan* established an updated vision of the future development of the City. It is considered best practice to review a zoning and development code after the adoption of a comprehensive plan to ensure that the Code implements the vision and goals of the comprehensive plan. The Code update will focus on the Comprehensive Plan implementation, procedural streamlining, and making the Code more user-friendly. The Code update will also focus on reducing barriers to attainable and affordable housing along with other code-related opportunities as identified in the recently adopted Grand Junction Housing Strategy.

In addition, over time, staff have tracked a variety of technical issues within the Code.

In some cases, regulations might present interpretive challenges, contain errors, conflict with itself, contain regulations which in practice do not work as well as intended when drafted, or simply reflect an approach to development that no longer aligns with the City's goals.

A Request for Proposals was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractor's Association, and advertised in the Grand Junction Daily Sentinel. Five firms submitted formal proposals, which were found to be responsive and responsible. The name of each firm, their location, and submitted fee are listed as follows:

Firm	Location	Fee Plus General Conditions For Current Scope
Kendig Keast Collaborative	Sugar Land, TX	\$ 74,860
SWA Group	Laguna Beach, CA	\$ 134,000
Houseal Lavigne	Chicago, IL	\$ 140,640
Clarion Associates	Denver, CO	\$ 230,920
Pel-Ona Architects & Urbanists	Boulder, CO	\$ 240,000

An evaluation committee reviewed the proposals thoroughly, scored the proposals following Section 6 Evaluation Criteria Factors of the RFP (Responsiveness of Submittal to the RFP; Understanding of the Project and Objectives; Experience; Strategy & Implementation Plan; Fees), and agreed that interviews of the top two firms would be necessary prior to final selection. Following interviews with each firm, the review committee deliberated on the information presented by the two firms and recommended the selection of Clarion Associates. Final scope and pricing negotiations were entered into, with final contract pricing being established in the amount of \$200,000 (this amount covers the entire original scope requested).

Through the RFP process, the City has selected Clarion Associates for consulting services to assist with the project. Clarion Associates has a well-established reputation for drafting development regulations that achieve the goals and policies of a city's comprehensive plan. Clarion has demonstrated expertise in drafting development regulations geared toward attainable housing. Clarion's proposal sufficiently addressed the desired scope of work that includes a robust public participation plan, engagement with stakeholders, and a thorough assessment of opportunities to improve the overall functionality and impact of the code.

FISCAL IMPACT:

The Community Development Department has received two grants from the Department of Local Affairs (DOLA) to assist funding the project. The grants from DOLA apply to two different portions of the project. Those two projects include:

1. The Land Use and Development Code update: \$95,000 (\$25,000 from DOLA)

2. Innovative housing code evaluation and revisions: \$105,000 (\$78,750 from DOLA)

Together these two components comprise the funding for this project including City (\$96,250) and DOLA (\$103,750) for a total project cost of \$200,000.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to execute a contract with Clarion Associates of Denver, CO for the Land Use and Development Code Update in the amount of \$200,000.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: December 15, 2021
Presented By: Jay Valentine, General Services Director
Department: General Services
Submitted By: Susan Hyatt

Information

SUBJECT:

A Resolution Approving Revisions to the City of Grand Junction Purchasing Manual

RECOMMENDATION:

Staff recommends the approval of the revisions to the Purchasing Manual.

EXECUTIVE SUMMARY:

In 2017, Resolution No. 15-17 provided a change to the Purchasing Policy that allowed for a new threshold for the City Manager's authority to contract for budgeted and properly procured purchases up to \$200,000. This request is to amend the current policy to provide a new threshold for the City Manager to contract for budgeted and properly procured automotive fleet and equipment purchases up to \$500,000.

BACKGROUND OR DETAILED INFORMATION:

As a living document, the Purchasing Manual requires revisions and updates to keep pace with the changing environments affecting the nature of procurement. Although the budget for goods and services is approved by City Council through legal appropriation, all purchases greater than \$200,000 must be approved by City Council to confirm the procurement process allowed for maximum competition and vendor submissions were evaluated fairly.

This approval request will amend some processes of the policy but will not change the competitive bidding and approval requirements. The substantive amendment in this revision is to provide a new threshold for fleet purchases. Due to shutdowns in automobile production early in the pandemic and now supply-chain problems related to vehicle computer chips and consumer demand, the average price of fleet units, and the time between contract execution to the actual delivery date, has increased dramatically.

Consequently, staff recommends increasing the approval limits by the City Manager for fleet units to \$500,000 per transaction. This requested increase for fleet units will streamline the purchase process and expedite delivery of units by allowing the Purchasing Division to negotiate the contract and allow the City Manager to authorize the purchase without delay. The City Council will continue to approve all other purchases greater than \$200,000.

FISCAL IMPACT:

Proposed fleet purchases are evaluated by the Fleet Services Division and included in the annual budget adopted by City Council. Proposed purchases are typically replacement units for those vehicles that have reached the end of their useful life or additions to the fleet due to expanded or added service delivery.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 102-21, a resolution revising the City of Grand Junction Purchasing Manual to be effective January 1, 2022.

Attachments

1. RES-2021 Purchasing Manual 120821

RESOLUTION NO. __-21

A RESOLUTION AMENDING RESOLUTION NO'S 04-12 AND 15-17 CONCERNING THE PURCHASING POLICIES AND PROCEDURES MANUAL, SPECIFICALLY AMENDING THE PURCHASING THRESHOLDS FOR THE CITY MANAGER FOR BUDGETED PURCHASES OF FLEET AND EQUIPMENT

RECITALS:

In January of 2012 the City Council adopted purchasing policies for the City. Those policies were updated in December of 2014. Those policies were again updated in 2017 with the adoption of Resolution No. 15-17 (Policies).

The Policies have provided a systematic, consistent, unified and standardized purchasing program that has been efficient and effective for the procurement needs of the City organization since the time of adoption.

The sole, substantive amendment to the Policies affected by and with the adoption of this Resolution is the provision of an increased threshold for the City Manager to contract for and buy budgeted and duly and properly procured purchases of fleet (vehicle(s) and rolling stock) and equipment up to \$500,000.00 per transaction.

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

- (1) That all Purchases made on behalf of the City of Grand Junction shall be made in accordance with and conforming to the rules and regulations as published in the City of Grand Junction Purchasing Manual (Policies) dated February 16, 2017, as amended; and,
- (2) That the spending levels (aka purchasing authority) of the City Manager shall be \$500,000.00 per transaction for budgeted and duly and properly procured purchases of fleet (vehicle(s) and rolling stock) and equipment of \$500,000.00 per transaction; and,
- (3) That any purchases in excess of \$500,000.00 per transaction shall be approved by City Council.

All other purchasing and procurement authority, terms and conditions shall be as provided in the 2017 policies as amended.

PASSED and ADOPTED this 15th day of December 2021.

C.B. McDaniel
President of the City Council

Attest:

Wanda Winkelmann
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: December 15, 2021
Presented By: Brandon Stam, DDA Executive Director
Department: Downtown Development Authority
Submitted By: Brandon Stam

Information

SUBJECT:

A Resolution Authorizing an Outdoor Dining Lease to Tacocorp Worldwide, LLC dba TacoParty Located at 126 S. 5th Street

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

The previously existing parklet in front of Taco Party was converted from public park space to outdoor dining space during 2020. Taco Party modified the structure with DDA consent so that it would serve as expanded dining space for the restaurant. The parklet program is being rolled into the City and DDA's existing outdoor dining program that leases outdoor dining space on an annual basis for one dollar a square foot. With this being a new outdoor dining lease, a resolution is required by the City Council to authorize the lease of the space.

BACKGROUND OR DETAILED INFORMATION:

The parklet in front of Taco Party was put in place in 2018 as the first parklet in Grand Junction. It was designed and approved as public park space in order to create more pedestrian space and enhance safety along 5th Street for pedestrians. As a response to COVID, the DDA and City launched a parklet program to help expand outdoor dining space for downtown restaurants to help them overcome the challenges of not being able to provide indoor dining. With there already being a parklet in front of Taco Party it was determined that the best course of action was to allow them to modify the space for outdoor dining.

FISCAL IMPACT:

These metered parking spaces generate approximately \$15 - \$20 per week. The annual fiscal impact would be \$780 to \$1,040 for the loss of three metered parking spaces (even though this revenue has already been forgone with the previous use as a parklet). This is offset by lease revenue of \$600 annually.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 103-21, a resolution to authorize an outdoor dining lease to Tacocorp Worldwide, LLC at 126 S. 5th Street.

Attachments

1. Taco Party Outdoor Dining Lease
2. RES-Outdoor Dining Taco Party 120821

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 15th day of November, 2021, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, Tacocorp Worldwide LLC dba Tacoparty as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

RECITALS:

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

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

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

1. Demise of Premises.

The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 600 square feet of the public way located in front of and immediately across the sidewalk from 126 S 5th St / Tacoparty. The City does hereby grant an easement across the sidewalk situated between the Lessee's business and the Premises for the purpose of transporting alcohol beverages and food to and from the Premises. Said easement runs concurrently with this Agreement. The Premises, the easement area, and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

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

2. Term.

The term of this Agreement shall be for a period of one (1) year to commence on November 15th 2021. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on October 31, 2022.

3. Rental.

Lessee shall pay rent to Lessor at the rate of \$1.00 per square foot per year and in the total sum of \$600.00, which sum shall be payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

4. Permitted Uses and Hours of Operation.

Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or beverages to the public. The Premises may be open to the public during Lessee's normal business hours, but in no event shall food and/or beverage service extend

beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music performance is permitted on the Premises, provided any amplification utilized shall not result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises boundaries.

5. Assignment or Subletting Prohibited.

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

6. Compliance with Legal Requirements.

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

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

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

7. Taxes.

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

8. Utilities.

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

9. Improvements and Personal Property.

All construction, improvements, installations, furniture, fixtures and/or equipment on the Premises shall comply with the following:

a. Lessee may place furniture, fixtures and equipment in the Premises so long as the same do not endanger any passersby or patrons, and are secured to resist wind. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Premises nor impede pedestrian traffic on the sidewalk adjoining the Premises. The terms of this paragraph shall be construed to include but not be limited to perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas

while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee. The Lessee may store its fixtures on the Premises at its own discretion and shall accept and retain full responsibility and liability for any damage to or theft of such fixtures. Required perimeter fencing shall be continuously maintained during the term of this Agreement.

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

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

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

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

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

10. Safe and Sanitary Condition.

Lessee shall at all time keep the Premises in good repair and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Premises or by any injury or accident occurring thereon. Lessee shall be responsible, subject to applicable law regulating the discharge of contaminants to the sewer for power-washing or steam cleaning the

sidewalk surface of the Premise necessary to keep area in a clean and sanitary condition. Lessor reserves the right to hire a 3rd party contractor to clean the premises at the cost of the lessee.

11. Lessor and Agent not Liable for Damages or Injuries.

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

12. Insurance.

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

13. Inspection, Access and Improvements by City and/or DDA.

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

14. Delivery and Condition of Premises upon Expiration or Termination.

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

15. Limitation of Rights Demised.

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

16. Sale or Transfer of Lessee's Business Interest

Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting or approximate property and agrees that on sale or other transfer of such interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

17. Attorney's Fees.

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

18. Waiver.

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

19. Default.

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

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

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

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

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

v) If Lessee vacates or abandons the Premises;

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

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

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

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

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

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

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

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

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

20. Notices and Written Consents.

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

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

To Lessee: Tacoparty
126 S 5th St
Grand Junction, CO 81501

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

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

21. Binding Effect and Complete Terms.

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

22. Construction of Lease.

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

23. Performance Standards.

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

24. Authorization of Parties.


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

25. Administrative Agent.

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

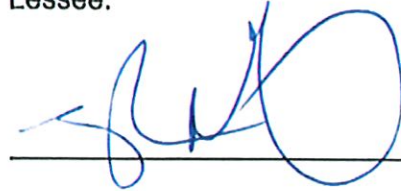
IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

Lessor: City of Grand Junction



By: Greg Caton, City Manager

Lessee:



By:

Agent: Downtown Development Authority

Brandon Stam

By: Brandon Stam, Downtown Grand Junction Executive Director

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

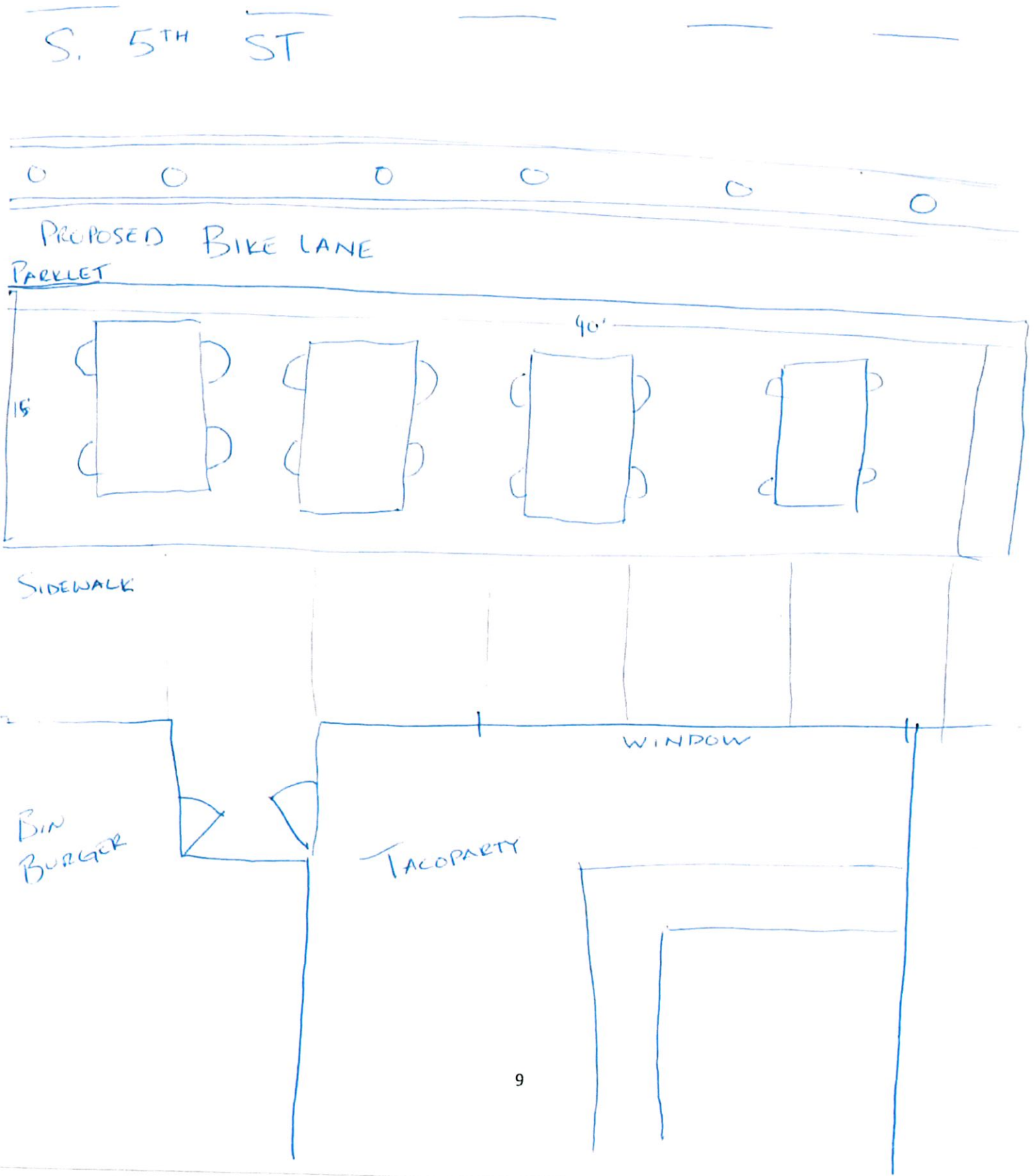


Exhibit B: Brief Description of Business / DDA Certification: include date, who prepared and lessee signature or initials

Business Name (name of insured): Tacocorp Worldwide LLC

DBA (if needed): Tacoparty

Applicant / Relationship to Business: Josh Niernberg Chef/Owner

Contact Phone and Email: josh@bin707.com 720-495-8483

Type of Food/Beverage to be served in leased area: Tacoparty/Binburger Menu

Days of Operation / Operating Hours: Daily 11:30-9pm

How this operation will benefit Downtown Grand Junction: This is continued existing use of this space which has proven to be a popular dining destination in Downtown Grand Junction while decreasing the speed of traffic and related parking / thoroughfare related collisions which were previously problematic

Number of tables to be used in the leased area: 4

Number of chairs to be used in the leased area: 16

Semi-permanent or movable structures including carts, stands, signs, etc: Build upon a semi permanent Parklet. all furniture is fixed, trash recepticals and chairs are added and removed for storage daily

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

N/A

Are these current:

Permits & Licenses Obtained:	State Sales Tax	yes
	City Sales Tax	yes
	Liquor License	yes
	Restaurant/Food Service	yes

Proof of Liability Insurance Coverage Provided? yes

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

Signed: Brandon Stam

Date: 12/3/21

If denied, state reason:

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

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

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

- (a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and
- (b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

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

Executed this 2nd day of November, 2021.

Signed: _____



RESOLUTION NO. __-21

**A RESOLUTION AUTHORIZING THE LEASE OF RIGHT-OF-WAY TO TACOCORP
WORLDWIDE, LLC DBA TACO PARTY AT 126 S. 5TH STREET, GRAND JUNCTION,
COLORADO**

Recitals:

The City, with the support of and in conjunction with the Downtown Development Authority (DDA), has installed a parklet near 126 S. 5th Street. The DDA and the City have negotiated an agreement with TacoCorp Worldwide, LLC dba Taco Party to lease the parklet/a portion of the right-of-way (Property) located at Taco Party from the City and the DDA for use as outdoor dining.

The City Council deems it necessary and appropriate that the City lease its interest said Property to TacoCorp Worldwide, LLC dba Taco Party.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the City's interest in the Property as defined herein abutting 126 S. 5th Street, Grand Junction, Colorado for an initial term commencing on the date of liquor license approval and terminating one year from that date to TacoCorp Worldwide, LLC dba Taco Party.

PASSED and ADOPTED this 15th day of December 2021.

C.B. McDaniel
President of the City Council

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: December 15, 2021
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Wanda Winkelmann

Information

SUBJECT:

A Resolution Authorizing an Outdoor Dining Lease to Vin Hospitality, LLC dba 626 on Rood Modern American Cuisine & Wine Bar Located at 626 Rood Avenue

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

626 on Rood was one of the initial restaurants to apply for expanded outdoor dining options during 2020. They were provided with two parklets for outdoor year-round dining space. The parklet program is being rolled into the City and DDA's existing outdoor dining program that leases outdoor dining space on an annual basis for one dollar a square foot. With this being a new outdoor dining lease, a resolution is required by City Council to authorize the lease of the space.

BACKGROUND OR DETAILED INFORMATION:

The DDA and City applied for and received funding from CDOT for the creation of expanded outdoor space during 2020. That funding along with the DDA and City's contribution brought twelve parklets to Downtown Grand Junction. Each parklet is the size of a parking space, at around 320 square feet. Interested restaurants were required to apply on a first come, first serve basis. Some of the parklets have been removed from restaurants that were no longer utilizing them for a variety of reasons, while others, such as 626 on Rood, continue to utilize the space as a year-round dining option. No new parklets are anticipated in 2022.

FISCAL IMPACT:

These metered parking spaces generate approximately \$15 - \$20 per week. The annual fiscal impact would be \$780 to \$1,040 for the loss of three metered parking spaces (even though this revenue has already been forgone with the previous use as a parklet). This is offset by lease revenue of \$320 annually.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 104-21, a resolution authorizing an outdoor dining lease to Vin Hospitality, LLC at 626 Rood Avenue.

Attachments

1. Outdoor Dining Lease 626 on Rood
2. RES-Outdoor Dining 626 ROOD 120821

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 15th day of December, 2021, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, Vin Hospitality, LLC dba 626 on Rood Modern American Cuisine & Wine Bar as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

RECITALS:

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

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

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

1. Demise of Premises.

The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 320 square feet of the public way located in front of and immediately across the sidewalk from 626 on Rood. The City does hereby grant an easement across the sidewalk situated between the Lessee's business and the Premises for the purpose of transporting alcohol beverages and food to and from the Premises. Said easement runs concurrently with this Agreement. The Premises, the easement area, and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

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

2. Term.

The term of this Agreement shall be for a period of one (1) year to commence on December 15, 2021. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on August 2, 2022.

3. Rental.

Lessee shall pay rent to Lessor at the rate of \$1.00 per square foot per year and in the total sum of \$320, which sum shall be payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

4. Permitted Uses and Hours of Operation.

Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or beverages to the public. The Premises may be open to the public during

Lessee's normal business hours, but in no event shall food and/or beverage service extend beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music performance is permitted on the Premises, provided any amplification utilized shall not result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises boundaries.

5. Assignment or Subletting Prohibited.

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

6. Compliance with Legal Requirements.

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

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

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

7. Taxes.

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

8. Utilities.

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

9. Improvements and Personal Property.

All construction, improvements, installations, furniture, fixtures and/or equipment on the Premises shall comply with the following:

a. Lessee may place furniture, fixtures and equipment in the Premises so long as the same do not endanger any passersby or patrons, and are secured to resist wind. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Premises nor impede pedestrian traffic on the sidewalk adjoining the

Premises. The terms of this paragraph shall be construed to include but not be limited to perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee. The Lessee may store its fixtures on the Premises at its own discretion and shall accept and retain full responsibility and liability for any damage to or theft of such fixtures. Required perimeter fencing shall be continuously maintained during the term of this Agreement.

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

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

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

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

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

10. Safe and Sanitary Condition.

Lessee shall at all time keep the Premises in good repair and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or

damage other persons or property by any alteration to the Premises or by any injury or accident occurring thereon. Lessee shall be responsible, subject to applicable law regulating the discharge of contaminants to the sewer for power-washing or steam cleaning the sidewalk surface of the Premise necessary to keep area in a clean and sanitary condition. Lessor reserves the right to hire a 3rd party contractor to clean the premises at the cost of the lessee.

11. Lessor and Agent not Liable for Damages or Injuries.

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

12. Insurance.

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

13. Inspection, Access and Improvements by City and/or DDA.

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

14. Delivery and Condition of Premises upon Expiration or Termination.

Lessee agrees to surrender and deliver up the possession of the Premises in substantially the same condition as received, ordinary wear and tear and approved improvements excepted, promptly upon the expiration of this Lease or upon five (5)

days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.

15. Limitation of Rights Demised.

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

16. Sale or Transfer of Lessee's Business Interest

Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting or approximate property and agrees that on sale or other transfer of such interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

17. Attorney's Fees.

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

18. Waiver.

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

19. Default.

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

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

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

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

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

v) if Lessee vacates or abandons the Premises;

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

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

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

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

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

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

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

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

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

20. Notices and Written Consents.

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

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

To Lessee: Vin Hospitality, LLC
dba 626 on Rood Modern American Cuisine & Wine Bar
626 Rood Avenue
Grand Junction, CO 81501

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

21. Binding Effect and Complete Terms.

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

22. Construction of Lease.

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

23. Performance Standards.

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

24. Authorization of Parties.

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


25. Administrative Agent.

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

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

Lessor: City of Grand Junction

Lessee:



By: Greg Caton, City Manager



By: 

Exhibit B: Brief Description of Business (include date, who prepared and lessee signature or initials)

Business Name (name of insured): VinHospitality LLC

DBA (if needed): 626 on Roes

Applicant / Relationship to Business: CO-Owner

Contact Phone and Email: (970) 201-4907

Type of Food/Beverage to be served in leased area: Full Menu-Full Bar

If alcohol will be served Temporary Modification Permit # 42-31021-0000

Days of Operation / Operating Hours: Tuesday thru Saturday 5pm-9pm

Name of person responsible for social distancing compliance and if different, name of person to receive complaints about social distance violation(s): _____

Angelina C. Allen

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

Number of chairs to be used in the leased area: 18

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

Signs - Three - attached to structure

Describe any musical or vocal presentations or effects to be offered in the Revised Leased Area:

N/A

Permits & Licenses (Y/N and expiration date)

State Sales Tax 12/31/2021 - 04231021-0000

City Sales Tax 0237 - 12/31/2021 Liquor License 4022397 - 11/13/2021

Restaurant/Food Service 43-30021-0000

Proof of Liability Insurance Coverage Provided? yes

The undersigned represents that the information provides is true and accurate, that the signer has authority to sign and bind the person/entity for which he/she signs and that by signing he/she agrees to be bound by the Agreement and Lease.

Signed: Tina C. Otto

Date: 11/17/2021

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

The Applicant assures the Downtown Development Authority and the City of Grand Junction that if a lease is issued, s/he will comply with all of the requirements and provisions of Grand Junction Municipal Code 12.24.010 et. seq. all other applicable ordinances and laws, and the Plan of Development for Downtown Grand Junction.

The applicant further assures that s/he has obtained or will obtain all of the necessary and required permits or licenses to engage in the business or activity proposed.

I, THEO C. OTTE, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:

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

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

I realize that consideration for this release is the granting of a Lease to me by the City of Grand Junction, and I realize and agree that this Hold Harmless/Indemnity Agreement shall take effect whenever I begin to conduct the activities for which the lease has been issued.

I also understand and agree that this Agreement applies to any activities which I carry on which are done in violation of the terms of this Agreement and/or the Lease.

Executed this 17 day of NOVEMBER, 2021.

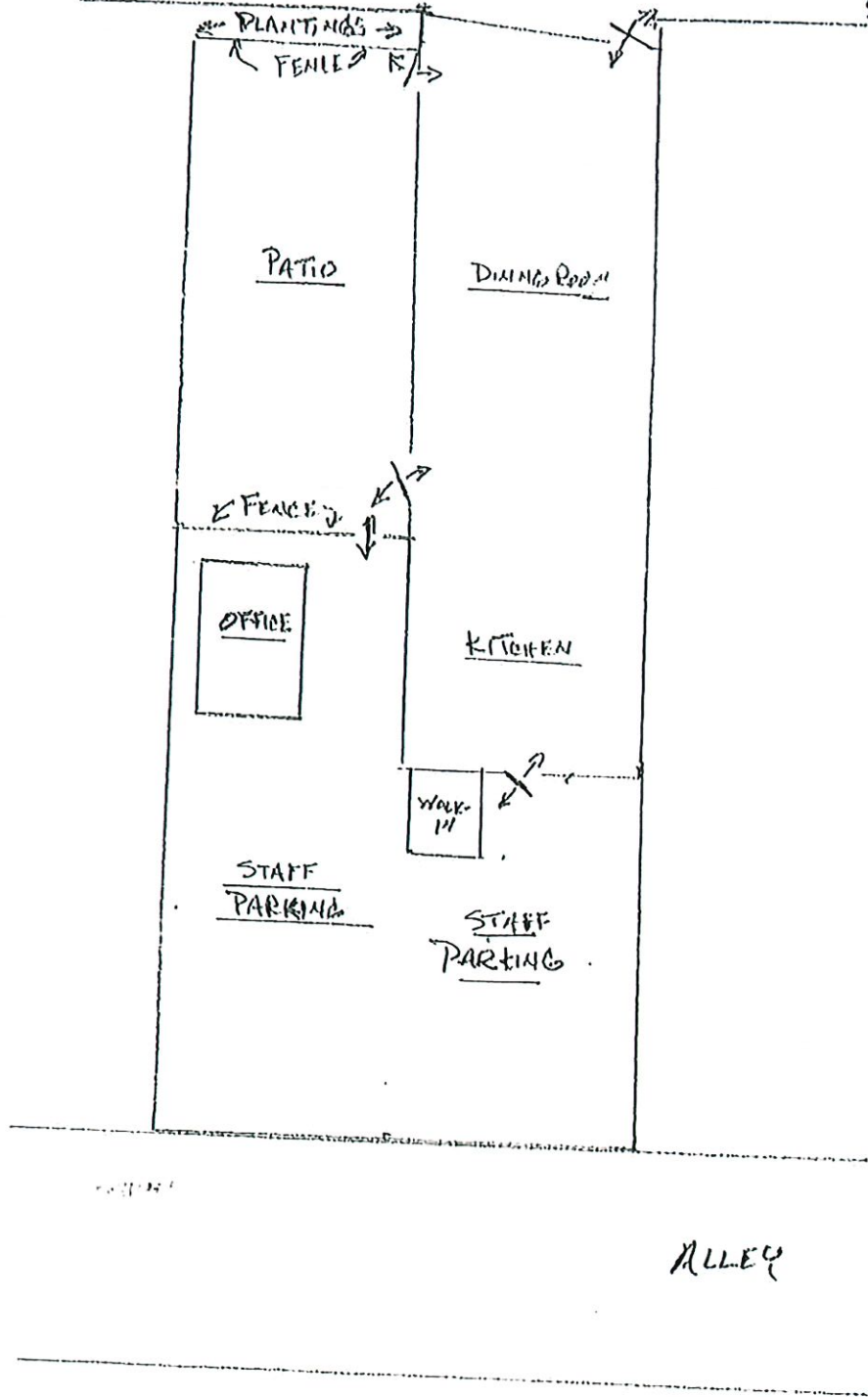
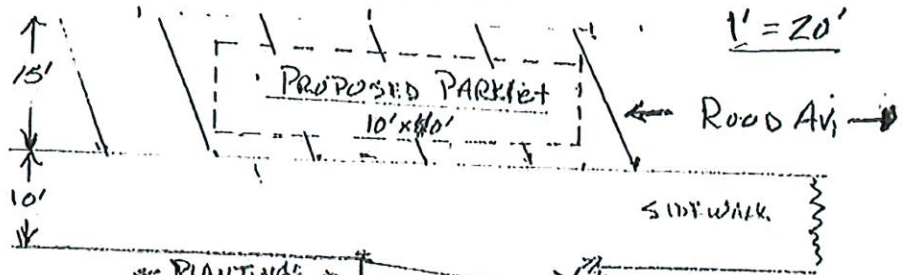
Signed: THEO C. OTTE

DDA Certification and Acceptance: The Downtown Development Authority hereby accepts the Agreement, and the Lessee's representations that all applicable permits have been obtained or will be obtained, that the Lessee is in compliance and that the Agreement will further the goals and objectives of the Plan of Development for Downtown Grand Junction, and that no current Lease exists for this location.

Signed: _____

Date: _____

626 ON ROAD



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RESOLUTION NO. __-21

A RESOLUTION AUTHORIZING THE LEASE OF RIGHT-OF-WAY TO VIN HOSPITALITY, LLC DBA 626 ON ROOD MODERN AMERICAN CUISINE & WINE BAR AT 626 ROOD AVENUE, GRAND JUNCTION, COLORADO

Recitals:

The City, with the support of and in conjunction with the Downtown Development Authority (DDA), has installed a parklet near 626 Rood Avenue. The DDA and the City have negotiated an agreement with Vin Hospitality, LLC dba 626 on Rood Modern American Cuisine & Wine Bar to lease the parklet/a portion of the right-of-way (Property) located at 626 Rood from the City for use as outdoor dining.

The City Council deems it necessary and appropriate that the City lease its interest said Property to Vin Hospitality, LLC dba 626 on Rood Modern American Cuisine & Wine Bar.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the City's interest in the Property as defined herein abutting 626 Rood Avenue, Grand Junction, Colorado for an initial term commencing on the date of liquor license approval and terminating one year from that date to Vin Hospitality, LLC dba 626 on Rood Modern American Cuisine & Wine Bar.

PASSED and ADOPTED this 15th day of December 2021.

C.B. McDaniel
President of the City Council

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: December 15, 2021
Presented By: Scott Peterson, Senior Planner
Department: Community Development
Submitted By: Scott Peterson, Senior Planner

Information

SUBJECT:

Evaluation of the Value of Both the Gravel Resource and the Cost of Gravel Extraction for the Property Located at 359 29 5/8 Road and Consideration to Not Delay Development Approval until Gravel Extraction has been Accomplished or Protection Provided within the Proposed Goose Downs Subdivision

RECOMMENDATION:

Staff recommends approval of the request.

EXECUTIVE SUMMARY:

In accordance with the Pear Park Neighborhood Plan and Section 21.07.020(h) of the Zoning and Development Code, the City Council must evaluate the value of both the gravel resource and the cost of extraction prior to the development of a property if mineral (gravel) resources have been identified on a specific property. Council may elect to delay development approval until extraction has been accomplished or protection provided within the design of the development. The property owner of 359 29 5/8, Terry De Herrera, is requesting City Council perform the required evaluation and to not delay the development approval of the proposed Goose Downs Subdivision.

BACKGROUND OR DETAILED INFORMATION:

Section 21.07.020(h) of the Grand Junction Municipal Code provides that natural resources, especially mineral resources, shall be protected . In the event that development is proposed in an area of known mineral deposits, the GJMC requires the Applicant provide an estimate of the economic value of the on-site mineral resources. This estimate shall be prepared by a registered engineer and submitted prior to approval of the development. The City Council shall make an evaluation of the value of both the resource and the cost of extraction prior to development of the property. The

GJMC further provides the City Council may delay development approval until extraction has been accomplished or protection provided within the design of the development.

The Pear Park Neighborhood Plan adopted in 2004 identified a Mineral Resources Map and indicates the Applicant's property located at 359 29 5/8 Road as a potential site for gravel resources. The Pear Park Plan states that gravel is a necessary resource for the community. It is needed for construction projects to serve a growing population and essential to the local economy. The plan also provides that gravel deposits should be extracted according to a rational plan that avoids waste of the minerals and causes the least practicable disruption of the ecology and quality of life of the citizens of affected areas. Gravel extraction in the Pear Park area occurs along the north side of the Colorado River wherever access is available and practical.

The Applicant, Terry De Herrera is seeking (administratively) approval for the proposed Goose Downs subdivision (City file # SUB-2020-662). The subdivision upon full buildout would consist of 53 single-family detached lots. The Applicant has provided information regarding the value of both the gravel resource and the cost of gravel extraction for the property located at 359 29 5/8 Road. The information, prepared by Ivan Geer, Professional Engineer at River City Consultants, included that the gravel deposit is located on 13.23 acres but that the mineable area is reduced by 30% due to required setbacks. He also provides that the geotechnical investigation of the site as conducted by Huddleston Berry shows a sporadic aggregate deposit and significant overburden creating a potential aggregate yield of less than 100,000 tons. Mr. Geer estimates the value of both the gravel resource at \$5/ton, and the estimated cost of gravel extraction at over \$500,000. Mr. Geer represents that a gravel operation at this location would likely cost more to extract than the saleable value of the extracted material. In sum, due to the limited aggregate yield as well as associated permitting and initial infrastructure costs, Mr. Geer believes that the extraction of the gravel is economically unviable.

Based on the information provided and findings supplied by Mr. Geer, City Staff recommends the City Council approving the request by the Applicant to not delay the development of the subdivision located at 359 29 5/8 Road.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

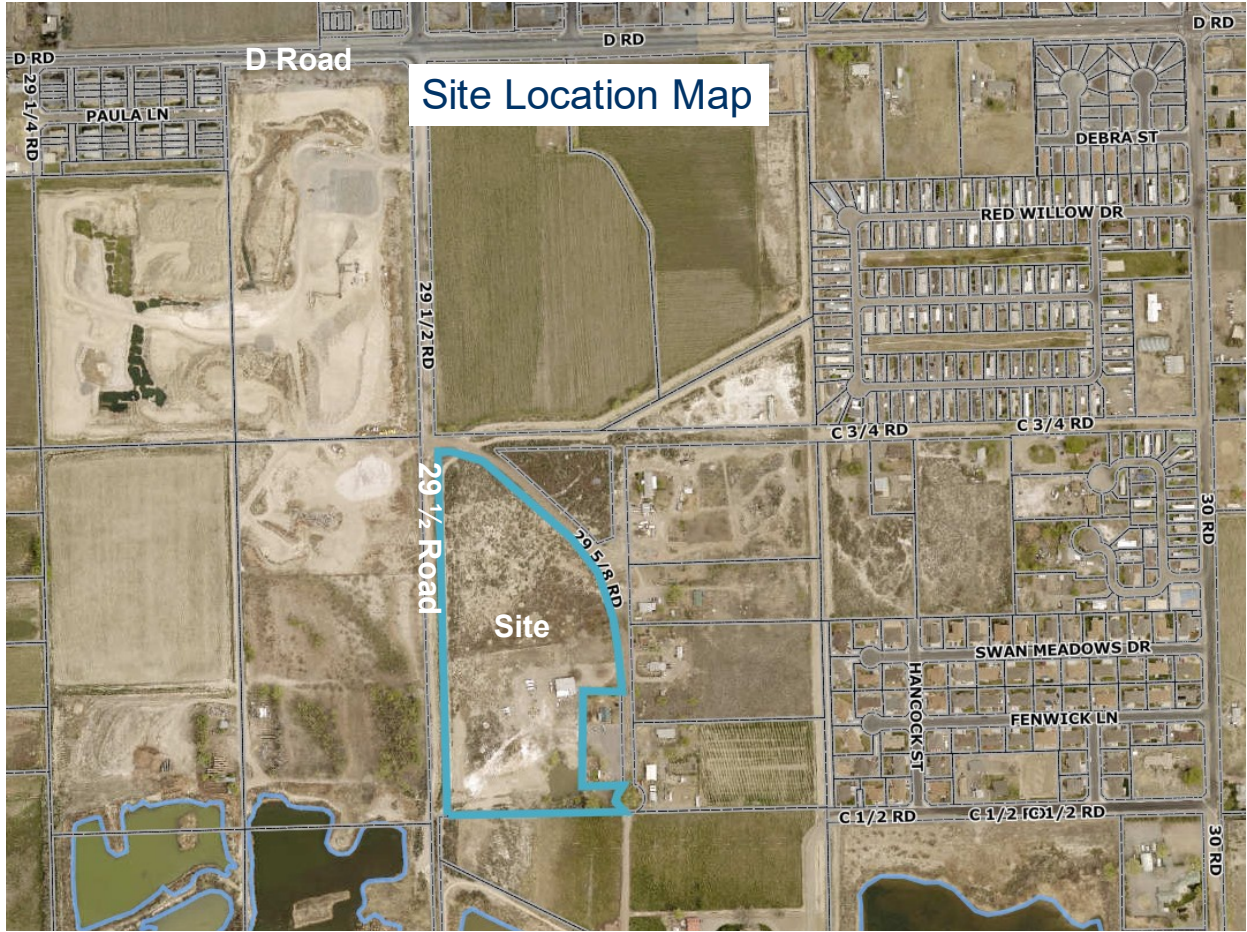
SUGGESTED MOTION:

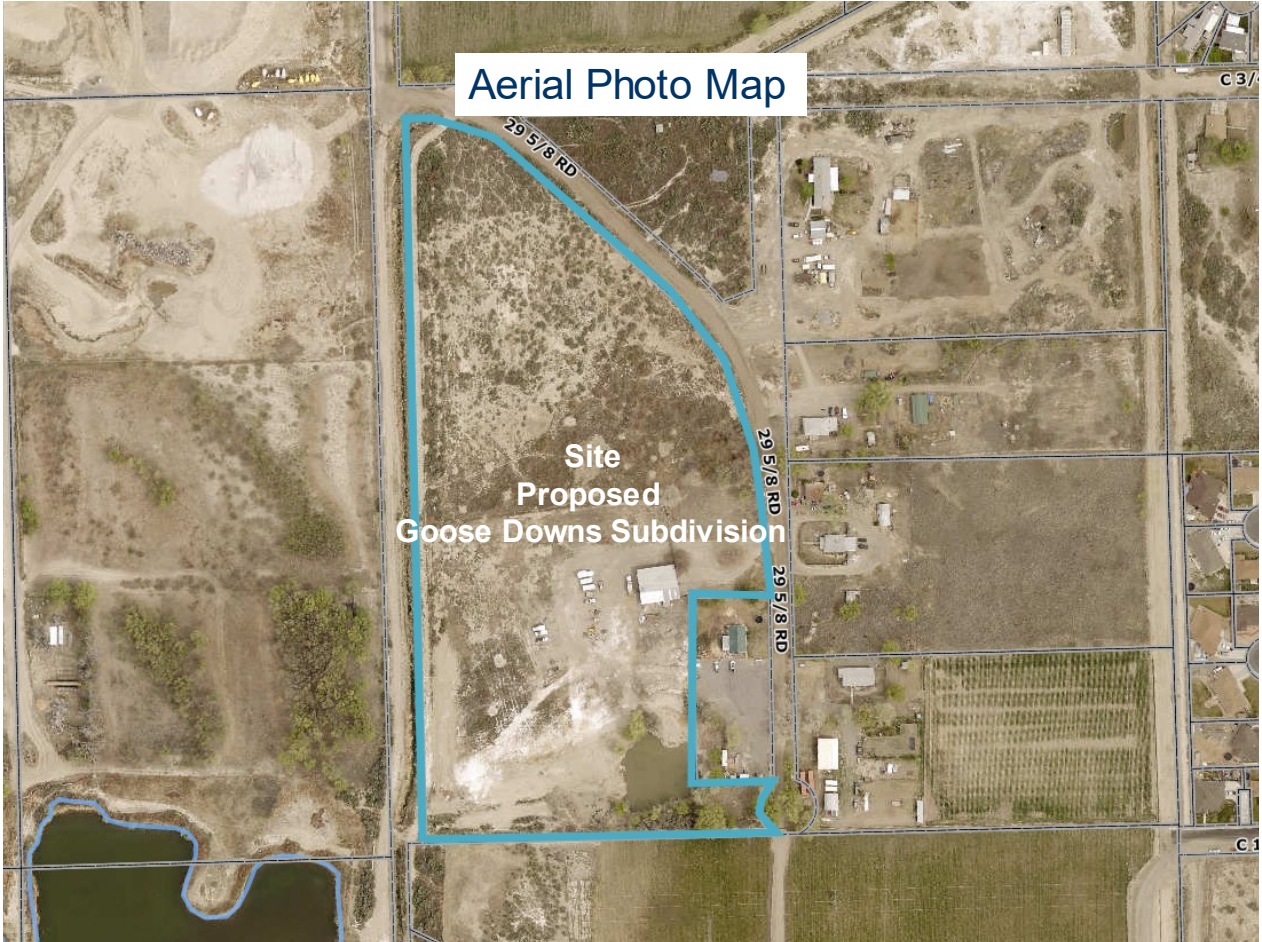
I move to accept the evaluation of the gravel resource and the cost of gravel extraction as provided for the property located at 359 29 5/8 Road and to not delay development approval.

Attachments

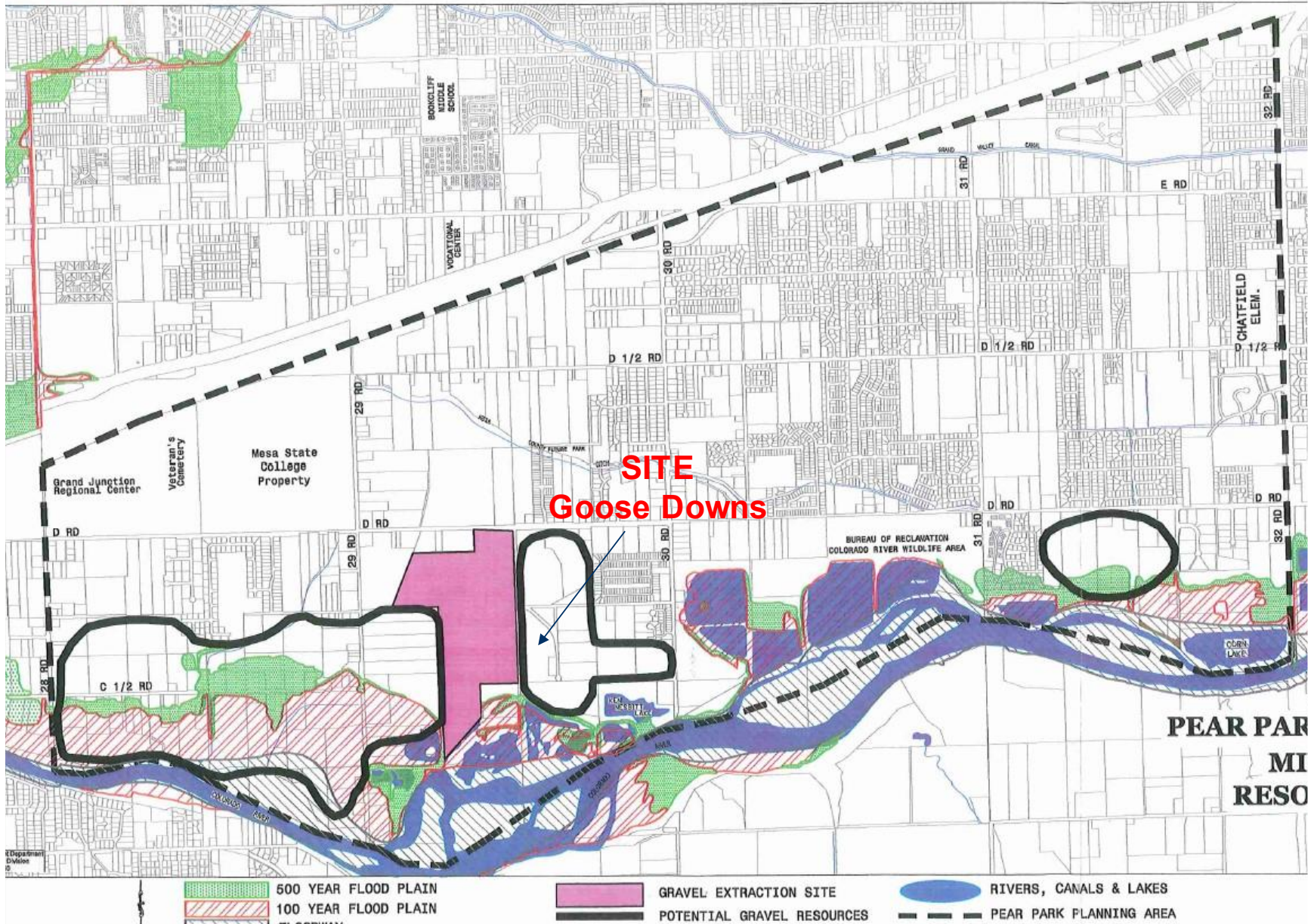
1. Site Location & Aerial Photo Maps

2. Pear Park Neighborhood Plan - Mineral Resources Map(1)
3. Aggregate Letter
4. Subdivision Site & Phasing Plans





PEAR PARK NEIGHBORHOOD





Date: January 25, 2021

Updated March 16, 2021, November 27, 2021

To: City of Grand Junction

River City Consultants has evaluated the potential aggregate deposit located at the proposed Goose Downs Subdivision. The deposit is located on 13.23 acres. With setback requirements, the potential mineable area is reduced by 30% on a site this small. In addition, the available bore logs are shown in the Geotechnical Investigation (Huddleston Berry dated October 18, 2019), show a sporadic aggregate deposit and considerable overburden. The *maximum* potential aggregate yield on this potential deposit is less than 100,000 tons. Net sales margin for this yield is approximately \$5/ton depending on crushing method and material produced, or \$500,000 margin to offset capital expenses. Based on my five years of experience managing aggregate operations for Elam Construction's combined companies incorporating deposits all over the western slope of Colorado, this deposit would not even justify the capital expenses of permitting and initial infrastructure (at least \$100,000 permitting and infrastructure, reclamation costs exceeding \$100,000, potential access improvements exceeding \$150,000 for truck traffic). Without importing significant fill, the land would also be of little value post-mining. The cost of fill with trucking can actually exceed the cost of aggregates, depending on the location, situation, and availability of structural fill dirt. With capital and reclamation costs in the \$350,000 to \$500,000+ range, a potential operation at this location could easily cost more than the margin created.

Given these financial realities coupled with the fact that permitting aggregate resources is always stressful and extremely controversial, during my experience in in managing aggregates, I would not have even entertained performing investigative drilling a property of this size in a lower alluvial deposit area.

Please call if you have any questions.

Ivan Geer, P.E.

River City Consultants

215 Pitkin Ave., Grand Junction Co 81505

Phone: 970.241.4722

2943-203-00-098
 Zone: R-R
 EPHEMERAL RESOURCES LLC
 Acreage: 8.524
 940 S 10TH ST
 AND JUNCTION CO 81501-3834

UTILITY PROVIDERS	
Water	Ute Water
Sewer	City of Grand Junction
Electric	Grand Valley Power
Gas	Xcel Energy
Telephone	CenturyLink
Cable	Charter Spectrum
Irrigation	Grand Valley Irrigation Co
Drainage	Grand Valley Drainage District
Fire	City of Grand Junction

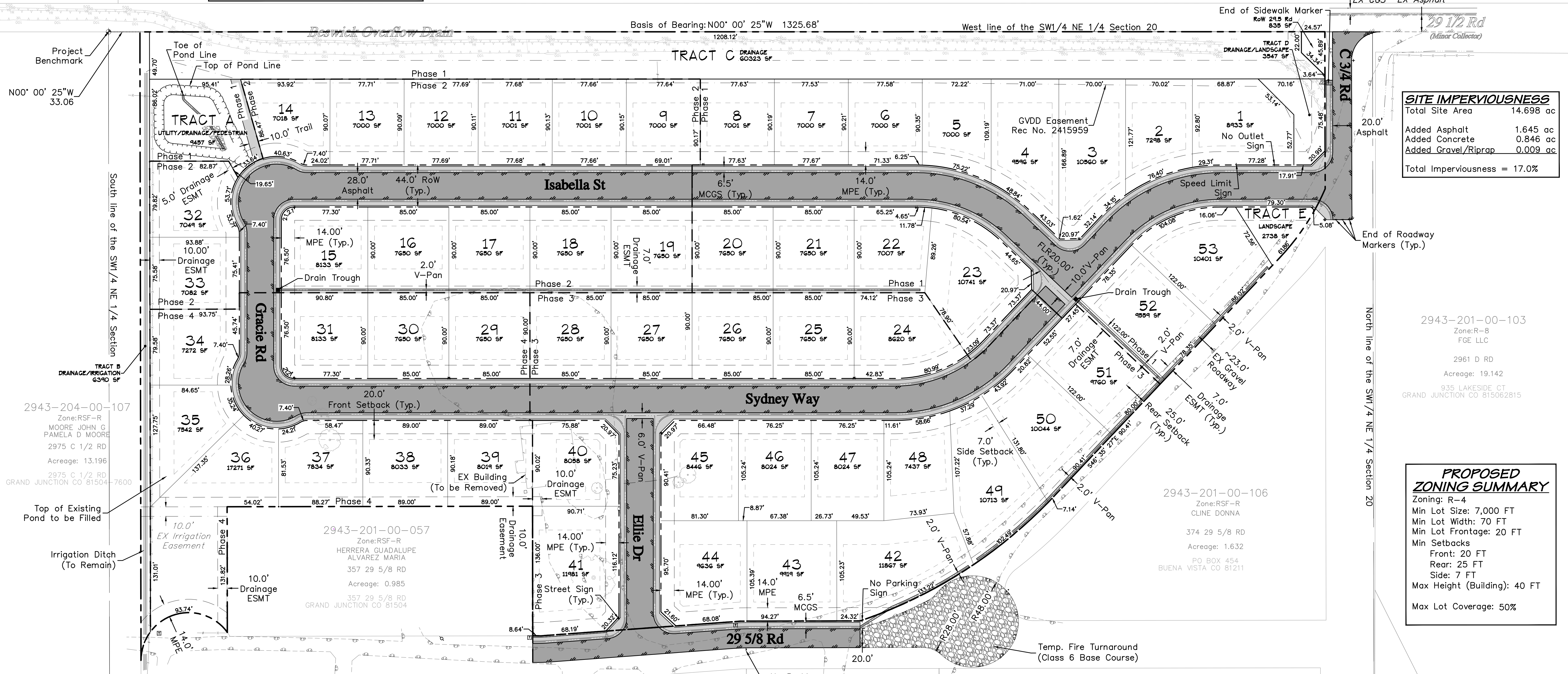
SITE BREAKDOWN		
Lots (53)	10.211 ac	69.47%
Tract A (Utility/Drainage/Pedestrian)	0.217 ac	1.48%
Tract B (Drainage/Irrigation)	0.147 ac	1.00%
Tract C (Drainage)	1.385 ac	9.42%
Tract D (Drainage/Landscape)	0.081 ac	0.55%
Tract E (Landscape)	0.063 ac	0.43%
Right of Way	2.594 ac	17.65%
Total	14.698 ac	100.00%

NOTES:

1. Adjacent parcel lines are taken from the Mesa County GIS Website and are shown for reference only.
2. This project is not affected by any previously mapped floodplain as shown on FEMA FIRM Panel 08077C0817F.
3. Contractor must contact City of Grand Junction Traffic Operations Supervisor prior to construction or placement of traffic control devices/features (striping, signals, medians, etc.) for construction in the right of way only.
4. The legend and a list of abbreviations can be found on sheet C2.
5. Drain troughs are to be double 12 inch openings at each location shown. See Sheet C48 for details.

2943-202-00-039
 Zone: R-R
 EPHEMERAL RESOURCES LLC
 2937 1/2 D RD
 Acreage: 19.053
 940 S 10TH ST
 GRAND JUNCTION CO 81501-3834

2943-202-00-006
 Zone: R-R
 EPHEMERAL RESOURCES LLC
 2937 D RD
 Acreage: 18.400
 940 S 10TH ST
 GRAND JUNCTION CO 81501-3834



SITE IMPERVIOUSNESS	
Total Site Area	14.698 ac
Added Asphalt	1.645 ac
Added Concrete	0.846 ac
Added Gravel/Riprap	0.009 ac
Total Imperviousness = 17.0%	

2943-201-00-103
 Zone: R-8
 FGE LLC
 2961 D RD
 Acreage: 19.142
 935 LAKESIDE CT
 GRAND JUNCTION CO 815062815

PROPOSED ZONING SUMMARY	
Zoning:	R-4
Min Lot Size:	7,000 FT
Min Lot Width:	70 FT
Min Lot Frontage:	20 FT
Min Setbacks:	
Front:	20 FT
Rear:	25 FT
Side:	7 FT
Max Height (Building):	40 FT
Max Lot Coverage:	50%

2943-204-00-107
 Zone: RSF-R
 MOORE JOHN G
 PAMELA D MOORE
 2975 C 1/2 RD
 Acreage: 13.196
 2975 C 1/2 RD
 GRAND JUNCTION CO 81504-7600

2943-201-00-106
 Zone: RSF-R
 CLINE DONNA
 374 29 5/8 RD
 Acreage: 1.632
 PO BOX 454
 BUENA VISTA CO 81211

Top of Existing Pond to be Filled
 Irrigation Ditch (To Remain)

2943-201-00-063
 Zone: RSF-R
 KNEZ LEWIS M
 356 29 5/8 RD
 Acreage: 4.477
 356 29 5/8 RD
 GRAND JUNCTION CO 815048602

2943-201-00-062
 Zone: RSF-R
 VALLADARES JOSE NOE
 362 29 5/8 RD
 Acreage: 4.964
 2486 PARK VISTA ST UNIT 2
 GRAND JUNCTION CO 81505

2943-201-00-066
 Zone: RSF-R
 LEOTA BRIANNE
 364 29 5/8 RD
 Acreage: 3.099
 364 29 5/8 RD
 GRAND JUNCTION CO 81504

2943-201-00-067
 Zone: RSF-R
 QUEEN BRUCE
 QUEEN ORA
 372 29 5/8 RD
 Acreage: 5.948
 372 29 5/8 RD
 GRAND JUNCTION CO 81504

ACCEPTANCE BLOCK
 The City of Grand Junction review constitutes general compliance with the City's Development Standards, subject to these plans being sealed, signed, and dated by the Professional of Record. Review by the City does not constitute approval of the plan design. The City neither accepts nor assumes any liability for errors or omissions. Errors in the design or calculations remain the responsibility of the Professional of Record. Construction must commence within one year from the date of plan signature.

City Planner _____ Date _____
 City Development Engineer _____ Date _____

811
 UNCC
 Know what's below. Call before you dig.
 800.922.1987
 www.uncc.org
 CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.
 Datum Source: MCLCS Zone "GVA" (NAVD 88)

Project Benchmark
 BLM 1989
 Found 3.25" Aluminum Cap
 C1/4 Section 20, T1S, R1E
 Southwest Corner of Project
 Northing: 31507.67
 Easting: 107925.68
 Elevation: 4603.58
 ORIGINAL SHEET SIZE: 22 x 34

SCALE
 0 25 50 100
 (IN FEET)

REVISIONS		
NO.	DATE	DESCRIPTION



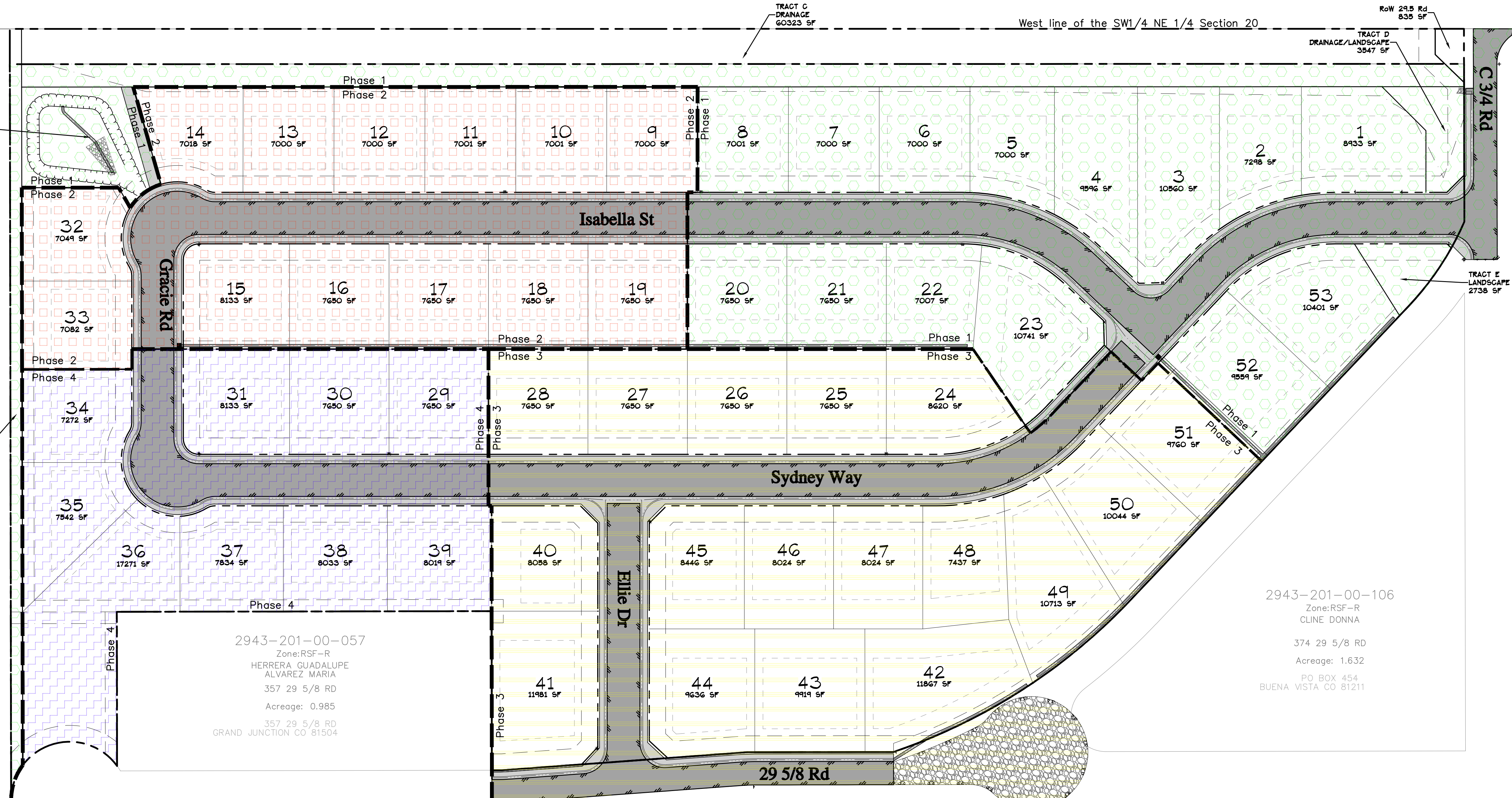
RIVER CITY CONSULTANTS
 215 Pitkin Avenue, Unit 201
 Grand Junction, CO 81501
 Phone: 970.241.4722
 Fax: 970.241.8841
 www.rcwest.com

PROJECT #: 1858-001
 DATE ISSUED: 14.Sep.2021
 DRAWN BY: jmm
 CHECKED BY: idg
 HORIZ: 1" = 50'
 VERT: N/A

TERRY DEHERRERA
 Goose Downs Subdivision
 Site Plan
 C6

2943-202-00-039
 Zone: R-R
 EPHEMERAL RESOURCES LLC
 2937 1/2 D RD
 Acreage: 19.053
 940 S 10TH ST
 GRAND JUNCTION CO 81501-3834

2943-202-00-006
 Zone: R-R
 EPHEMERAL RESOURCES LLC
 2937 D RD
 Acreage: 18.400
 940 S 10TH ST
 GRAND JUNCTION CO 81501-3834



TRACT A
 UTILITY/DRAINAGE/PEDESTRIAN
 9457 SF

TRACT B
 DRAINAGE/IRRIGATION
 6390 SF

TRACT C
 DRAINAGE/IRRI...
 6390 SF

TRACT D
 DRAINAGE/LANDSCAPE
 3547 SF

TRACT E
 LANDSCAPE
 2738 SF

2943-204-00-107
 Zone: RSF-R
 MOORE JOHN G
 PAMELA D MOORE
 2975 C 1/2 RD
 Acreage: 13.196
 2975 C 1/2 RD
 GRAND JUNCTION CO 81504-7600

2943-201-00-057
 Zone: RSF-R
 HERRERA GUADALUPE
 ALVAREZ MARIA
 357 29 5/8 RD
 Acreage: 0.985
 357 29 5/8 RD
 GRAND JUNCTION CO 81504

2943-201-00-062
 Zone: RSF-R
 VALLADARES JOSE NOE
 362 29 5/8 RD
 Acreage: 4.964
 2486 PARK VISTA ST UNIT 2
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2943-201-00-106
 Zone: RSF-R
 CLINE DONNA
 374 29 5/8 RD
 Acreage: 1.632
 PO BOX 454
 BUENA VISTA CO 81211

Phase 1 [Green pattern]

2943-201-00-063
 Zone: RSF-R
 KNEZ LEWIS M
 356 29 5/8 RD
 Acreage: 4.477
 356 29 5/8 RD
 GRAND JUNCTION CO 815048602

Phase 2 [Red pattern]

Phase 3 [Yellow pattern]

Phase 4 [Blue pattern]

LOT BREAKDOWN

Phase 1	14 Lots
Phase 2	13 Lots
Phase 3	17 Lots
Phase 4	9 Lots
Total	53 Lots

NOTES:

1. This sheet contains color and may not be accurately reflected if reproduced in greyscale.

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City Planner _____ Date _____
 City Development Engineer _____ Date _____

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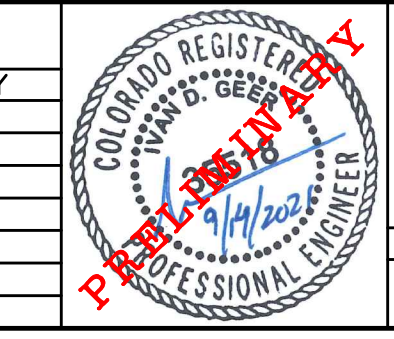
Project Benchmark
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 Southwest Corner of Project
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 Easting: 107925.68
 Elevation: 4603.58
 Datum Source: MCLCS Zone "GVA" (NAVD 88)

SCALE

50 0 25 50 100
 (IN FEET)

ORIGINAL SHEET SIZE: 22 x 34

NO.	DATE	DESCRIPTION	BY



RIVER CITY CONSULTANTS
 215 Pitkin Avenue, Unit 201
 Grand Junction, CO 81501
 Phone: 970.241.4722
 Fax: 970.241.8841
 www.rcwest.com

PROJECT #: 1858-001
 DATE ISSUED: 14.Sep.2021
 DRAWN BY: kac
 CHECKED BY: idg
 HORIZ: 1" = 50'
 VERT: N/A

TERRY DEHERRERA
 Goose Downs Subdivision
 Phasing Plan Overall
 C7



Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: December 15, 2021
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

An Ordinance Amending the Comprehensive Plan from Residential Rural (1 du/5 ac) to Residential Low (2 to 5.5 du/ac) and a Rezone from Residential Rural (1 du/5 ac) to R-4 (Residential – 4 du/ac) on a total of 8.62 Acres, Located at 2020 ½ S. Broadway; and De-Annexation of a Sliver of Land Transferred through a Boundary Agreement to 2006 and 2010 S. Broadway in Unincorporated Mesa County

RECOMMENDATION:

The Planning Commission heard this request at its September 14th meeting and voted (6-0) to recommend approval of the requests with the condition to remove the sliver of land from the City limits and create an accurate description of the property that is (and is not) in the City.

EXECUTIVE SUMMARY:

The Applicant, Monument Presbyterian Church, is requesting a Comprehensive Plan Amendment from Rural (1 du/5 ac) to Residential Low (2 – 5.5 du/ac) and a rezone from R-R (Residential – Rural) to R-4 (Residential – 4 du/ac) for 8.62 acres located at 2020 ½ S. Broadway, in anticipation of future development. The requested R-4 zone district would be consistent with the Comprehensive Plan Land Use Map designation of Residential Low (2 – 5.5 du/ac), if approved. Concurrent with this proposed change is the need to de-annex (disconnect from the city limits) a sliver of land consisting of 0.14 acres that the owner (applicant) transferred from 2020½ S. Broadway located within the City limits to the owner of 2006 and 2010 S. Broadway located outside of the City limits as part of a recent boundary agreement between the parties.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The proposal is a request for a Comprehensive Plan Amendment from "Rural" land use to "Residential Low" land use and a rezone from Residential Rural to R-4 (4 du/ac). Concurrent with these proposed changes is the need to de-annex (disconnect from the city limits) a sliver of land consisting of 0.14 acres that the owner (applicant) transferred from 2020 ½ S. Broadway located within the city limits to the owner of 2006 and 2010 S. Broadway located outside of the city limits as part of a recent boundary agreement between the parties.

The subject property is situated on the Redlands at 2020 ½ S. Broadway. The property currently includes a church building and a parking lot along with various accessory structures and is 8.62 acres in size. The applicant is currently maintaining a large portion of the property that is not needed for the Church use and desires to execute a simple lot split, after the rezone, to sell a portion of their property not being used. The current City zoning for the property is Residential Rural (R-R) with densities of 1 dwelling unit per 5 acre.

The Applicant is requesting to rezone the 8.62 acre parcel to R-4, which is in keeping with urban residential densities as envisioned by the 2020 One Grand Junction Comprehensive Plan adopted by the City in December 2020. The property has sewer service and was annexed by the City in 2003. It is located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan; however, the Land Use map identifies the site as "Rural", a designation generally set aside for Tier 3 areas within the Urban Development Boundary. The Land Use category of "Rural" was established due to the current zoning R-R on the property and the assumption that the entire 8.99 acre property was needed long term for the church land use. A church use for the entire property is no longer envisioned and a rezone has been requested.

For the property to be rezoned to the requested R-4 zone district, a Comprehensive Plan Amendment is required. The applicant has submitted a Comprehensive Plan amendment concurrent with the rezone request and this staff report and accompanying ordinance provides for concurrent consideration by City Council. Without a change to the Land Use Map as requested in the Comprehensive Plan Amendment, the rezone request to R-4 is not supported by the Comprehensive Plan. Support for a rezone to R-4 is tied to an amendment to the Land Use Map of Residential Low for the property.

Comprehensive Plan Future Land Use Map Amendment:

Presently, the Comprehensive Plan designates the property's land use as Residential Rural (1 residential dwelling unit per 5 acres). The Applicant is requesting to change the Land Use Map from Residential Rural to Residential Low to allow for urban residential densities. The One Grand Junction Comprehensive Plan establishes a minimum residential urban density of 2 dwelling units per acre.

The primary land uses found in the Residential Low land use category are single family residential and accessory dwelling units. The secondary land uses include open space and parks, schools, places of worship, home-based business, public/institutional uses,

and other complementary neighborhood uses.

The area surrounding this site is designated on the Land Use Map as Residential Low to the south and east, all located within Tier 2 on the Intensification and Growth Tiers Map. The adjacent property to the east known as Magnolia Ridge is currently in the City's development review process for a residential subdivision consisting of 47 lots. The areas to the west and north are designated as Rural and located within Tier 3.

Rezone Request:

The Applicant is interested in preparing the property for future development that may include selling the property to an adjacent neighbor, and that would be consistent with the scope and type of development envisioned by the Comprehensive Plan with a Residential Low (2 – 5.5 du/ac) density. The R-4 zoning requires a minimum of 2 dwelling units per acre, therefore the requested zoning of R-4 implements the Comprehensive Plan.

The purpose of the R-4 (Residential – 4 du/ac) zone district is to provide for low-density attached and detached dwellings. As noted above, the R-4 ensures minimum densities of 2 dwelling units per acre are met.

In addition to the R-4 (Residential – 4 du/ac) zoning requested by the petitioner, the following zone districts would also be consistent with the Comprehensive Plan designations of Residential Low (2 – 5.5 du/ac).

Residential Low (2 – 5.5 du/ac)

- a. R-4 (Residential – 4 du/ac)
- b. R-5 (Residential – 5 du/ac)
- c. CSR (Community Services and Recreation)

In reviewing the other zoning district options for the proposed Residential Low (2 – 5.5 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.

The property adjacent to the subject property to the east is zoned R-2 in the City, established under the 2010 Comprehensive Plan's land use designation for Residential Low (0.5 to 2 du/ac). The zoning in Mesa County is RSF-2, and Planned Unit Development (PUD) to the north, west and south of the subject property.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Rezone and Comprehensive Plan Amendment requests was held on Monday, April 12, 2021, 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 nine citizens. A presentation of the rezone request was made by the owner's representative; information regarding the City's

review process for a rezone request was also presented, including opportunities on how citizens can participate and provide comments throughout the City's review process. Questions and concerns expressed by those in attendance included concern about future access to a newly created lot, future stormwater drainage patterns, timeline of the rezone request, opportunities for public comment, and public notification for the rezone request and for future development applications, the maximum dwelling units allowed under the R4 zone designation, and the earliest the subject property could go to market if a rezone and subsequent simple subdivision were approved

The notice was 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 11, 2021. 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 September 3, 2021. The notice of this public hearing was published September 7, 2021 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 decision to designate the property as Residential Rural Land Use under the Comprehensive Plan was made approximately six months ago with the adoption of the One Grand Junction Comprehensive Plan. No substantial changes to the infrastructure, development context, or development potential of the subject property have occurred since that time. Therefore, the staff finds that this criterion is not met.

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

The character of the area has not been changed in a substantive way since the Comprehensive Plan was adopted. The surrounding land-uses remain predominately rural and agricultural and consist of low-density residential development. Therefore, staff finds this criterion is not met.

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

This 8.62 acre property has been in the City limits since 2003. Public sanitary sewer service, Ute Water domestic water service, Xcel electrical and natural gas service, and public stormwater sewer are available at the site. Transportation infrastructure is generally adequate to serve development of the type and scope associated with the Residential Low Land Use designated areas found on the Comprehensive Plan Land Use Map. Therefore, the staff finds that this criterion is 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 city is broadly in need of additional residential development if it is to meet the needs of a growing population. Citywide, low-density residential zoning is common, but very few properties with a residential low land use designation remain undeveloped inside the city limits. There are less than 6400 acres of Residential Low Land Use designated areas within the city limits with approximately 25% classified vacant. Part of the 25% is in the development review process currently and being reviewed by the City. In addition, the current land use designation of Rural does not support urban residential land uses and now the existing church is looking at subdividing off a portion of their property for residential development. It is thus logical that, in order to continue to provide housing opportunities, and to include low-density housing patterns in the range of housing options available in the community and meeting urban densities of at least 2 dwelling units per acre as required in the Comprehensive Plan, this property located within the city limits and within Growth Area Tier 2 should be amended as Residential Low on the Comprehensive Plan Land Use Map. Staff therefore finds this criterion to be met.

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

This 8.62 acre property has been in the City limits since 2003. At the time of annexation, it was zoned R-R (Residential Rural) due to its location within an area of existing large lot residential properties and agricultural lands. Since 2003, the Church was constructed, and the 8.62 acre site has been ideal for its operations. More recently, the Church has determined that they no longer need the entire site for church operations and would like to sell off a portion of the property. The R-R zoning requires a minimum lot size of 5 acres, not allowing the property to be split into two lots.

Amending the Comprehensive Plan Land Use Map to Residential Low for this property allows it to be zoned and be developed at urban densities defined in the Comprehensive Plan, at a minimum of 2 dwelling units per acre. The Redlands community will benefit from this change to the Land Use Map by increasing undeveloped land to potential R-4 densities as the area continues to attract residential development at densities needing existing sanitary sewer and city services. Much of the existing adjacent area is zoned at densities that do not meet the minimum densities of the Comprehensive Plan, whereas changing this property to Residential Low will make it available for residential opportunities with smaller parcels, better utilizing existing urban infrastructure and city services; and providing more housing choices for city residents of different ages, abilities, and incomes seeking the living environment of the Redlands and its proximity to great amenities such as the Colorado National Monument, Tiara Rado Golf Course, School District 51 area schools, and other open space recreational opportunities. Staff therefore finds this criterion to be met.

Consistency with the vision, goals and policies of the Comprehensive Plan is an additional criterion that must be met.

Implementing the Comprehensive Plan. The proposed Land Use Map Amendment to

Residential Low (2 – 5.5 du/ac) implements the following Plan Principles, goals and policies of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Goal: Support fiscally responsible growth...that promotes a compact pattern of growth...and encourage the efficient use of land.

Goal: Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Goal: Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

Intensification and Tiered Growth Plan (Chapter 3). The subject property is located within Tier 2 (Suburban Infill) – In Tier 2, the Comprehensive Plan supports sub-urban growth on the City edges and this site has been annexed in the City since 2003. The Plan directs development toward vacant and underutilized parcels. Development of this parcel will provide development opportunities while minimizing the impact on infrastructure and City services.

ANALYSIS - 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 R-R (Residential – Rural) zoning remains a valid zone district for the property, and no subsequent event has invalidated the original premise to zone this property to the R-R zone district since R-R zoning was applied as the zone of annexation in 2003. The property remains at the fringe of the developable area in the City and there is no compelling event to suggest that R-R zoning is no longer an appropriate zone district based on the premise that lands in the agricultural and rural portions of the western Redlands should remain under rural zoning. Therefore, the staff finds that this criterion is not met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or
The Comprehensive Plan designates this property for Rural Land Use. Rural Land Use is not a designation that permits rezoning to the R-4 zone district. The surrounding land-uses remain predominately rural (large lot residential) and agricultural, and there is no compelling reason to suggest that the character of the area has changed in a way that would make the proposed R-4 zone district more consistent with the Comprehensive Plan Land Use category of Rural than the current zoning of R-R. Therefore, staff finds that this criterion is not met.

(3) Public and community facilities are adequate to serve the type and scope of land

use proposed; and/or

Public sanitary sewer service, Ute Water domestic water service, Xcel electrical and natural gas service, and public stormwater sewer are available to the site.

Transportation infrastructure is generally adequate to serve development of the type and scope associated with the R-4 zone district. Therefore, the staff finds that this criterion is 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 city is broadly in need of additional residential development if it is to meet the needs of a growing population. Citywide, low-density residential zoning is common, but very few properties with low-density residential zoning remain undeveloped. It is thus logical that, in order to continue to provide housing opportunities, and to include low-density housing patterns in the range of housing options available in the City of Grand Junction, additional land must be zoned to low-density residential districts such as R-4. Staff therefore finds this criterion to be met.

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

This 8.62 acre property has been in the City limits since 2003. At the time of annexation, it was zoned R-R (Residential Rural) due to its location within an area of existing large lot residential properties and agricultural lands. Since 2003, the Church was constructed, and the 8.99-acre site has been ideal for its operations. More recently, the Church has determined that they no longer need the entire site for church operations and would like to sell off a portion of the property. The R-R zoning requires a minimum lot size of 5 acres, not allowing the property to be split into two lots.

Rezoning the property to R-4 allows the property to be subdivided and to be developed at urban densities defined in the Comprehensive Plan, a minimum of 2 dwelling units per acre. The Redlands community will benefit from this change in zoning to R-4 by increasing undeveloped land to potential R-4 densities as the area continues to attract residential development at densities needing existing sanitary sewer and city services. Much of the existing adjacent area is zoned R-2 whereas this property will be available to provide residential opportunities with smaller parcels, better utilizing existing urban infrastructure and city services, and providing more housing choices to city residents of different ages, abilities, and incomes seeking the living environment of the Redlands and its proximity to great amenities such as the Colorado National Monument, Tiara Rado Golf Course, School District 51 area schools, and other open space recreational opportunities. Staff therefore finds this criterion to be met.

Consistency with the vision, goals and policies of the Comprehensive Plan is an additional criterion that must be met.

Implementing the Comprehensive Plan. The proposed rezone to R-4 (Residential – 4 du/ac) implements the following Plan principles, goals and policies of the Comprehensive Plan:

Further, the proposed Land Use Map Amendment to Residential Low (2 – 5.5 du/ac) implements the following Plan Principles, goals and policies of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Goal: Support fiscally responsible growth...that promotes a compact pattern of growth...and encourage the efficient use of land.

Goal: Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Goal: Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

Intensification and Tiered Growth Plan (Chapter 3). The subject property is located within Tier 2 (Suburban Infill) – In Tier 2, the Comprehensive Plan supports sub-urban growth on the City edges and this site has been annexed in the City since 2003. The Plan directs development toward vacant and underutilized parcels. Development of this parcel will provide development opportunities while minimizing the impact on infrastructure and City services.

Relationship to Existing Zoning. Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation; and as a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Monument Presbyterian Comprehensive Plan Amendment & Rezone requests, for a Comprehensive Plan Amendment from Residential Rural (1 du per 5 acres) to Residential Low (2 – 5.5 du/ac) and a rezone from Residential Rural (1 du/5 ac) to R-4 (Residential – 4 du/ac) for the property located at 2020 ½ South Broadway, the Planning Commission made the following findings of facts, with its recommendation being conditioned on removal of the sliver of land from the City limits and creation of an accurate description of the property that is (and is not) in the City.

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 conditionally recommended approval of the requested Comprehensive Plan Amendment and Rezone requests.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

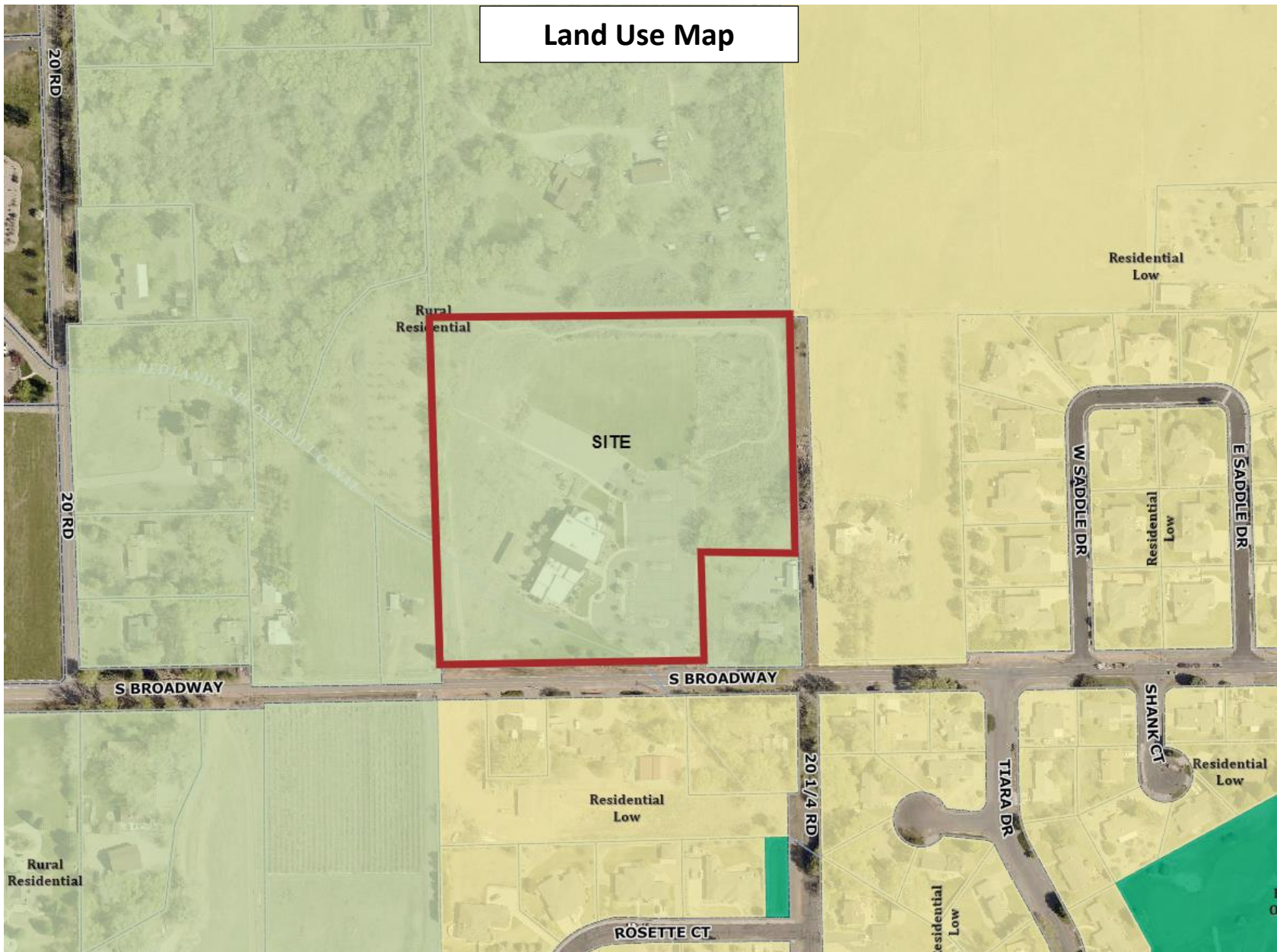
I move to (adopt/deny) Ordinance No. 5045, an ordinance amending the 2020 One Grand Junction Comprehensive Plan from Residential Rural (1 du/5 ac) to Residential Low (2 to 5.5 du/ac) on a total of 8.62 acres, located at 2020 ½ S. Broadway and to rezone from Residential Rural (1 du/5 ac) to R-4 (Residential – 4 du/ac) on a total of 8.62 acres, located at 2020 ½ S. Broadway; and De-Annexation of a sliver of land transferred through a boundary agreement to 2006 and 2010 S. Broadway in unincorporated Mesa County on final passage and order final publication in pamphlet form.

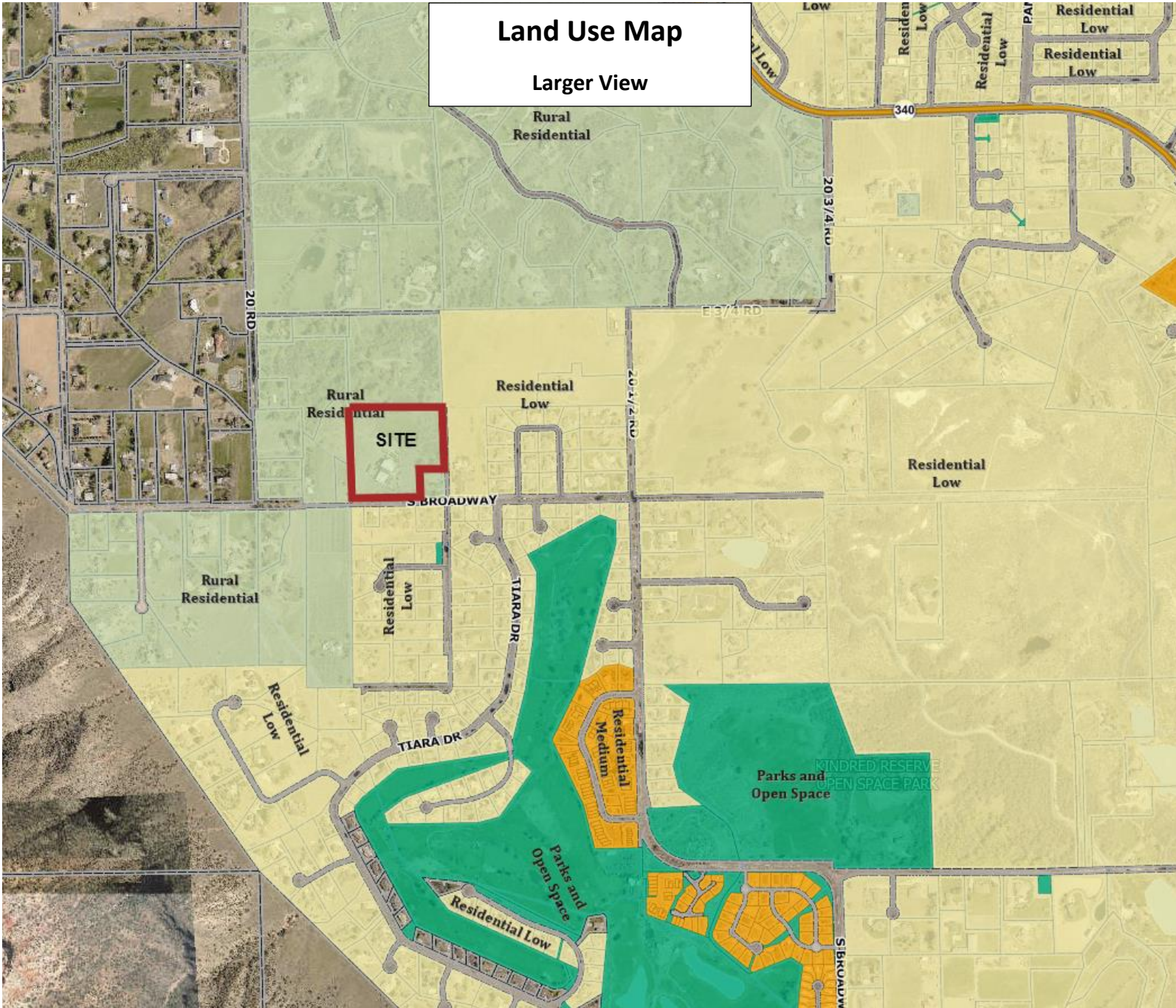
Attachments

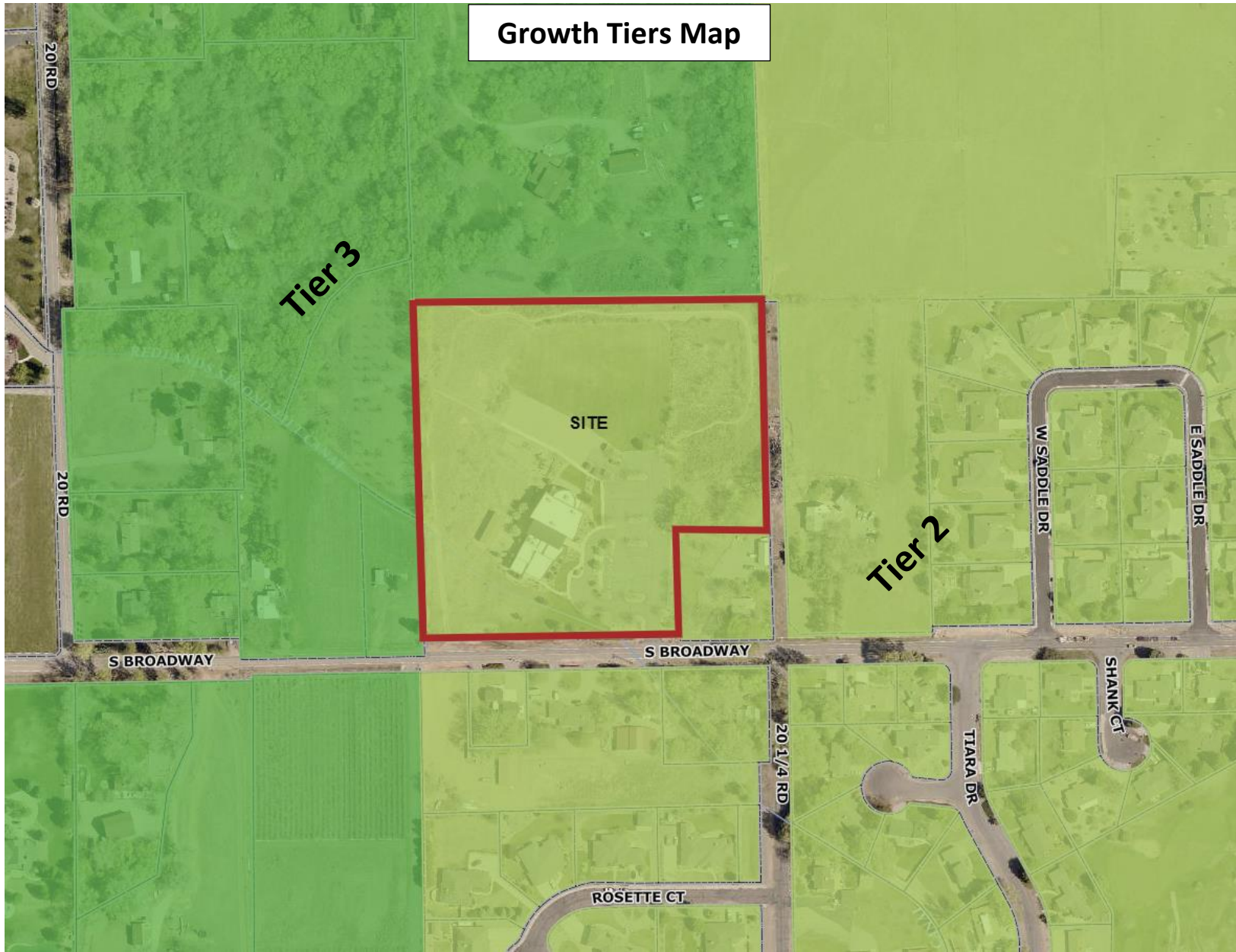
1. Site Location, Aerial, Future Land Use & Zoning Maps, etc
2. Development Application Rezone-Comp Plan Amendment
3. Planning Commission Minutes - 2021 - September 14 - Approved
4. ORD-Monument Pres 112221

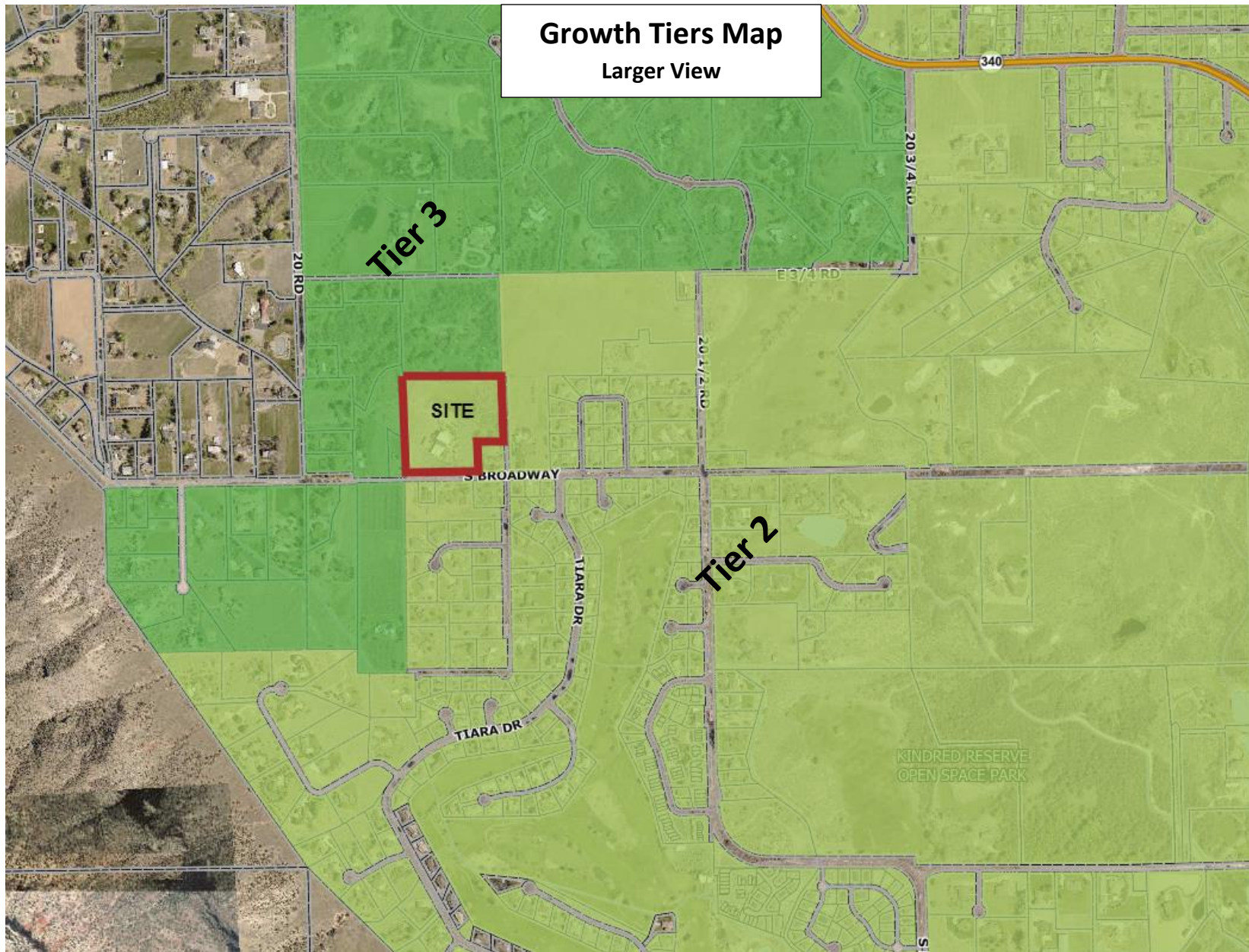
Site Location Map

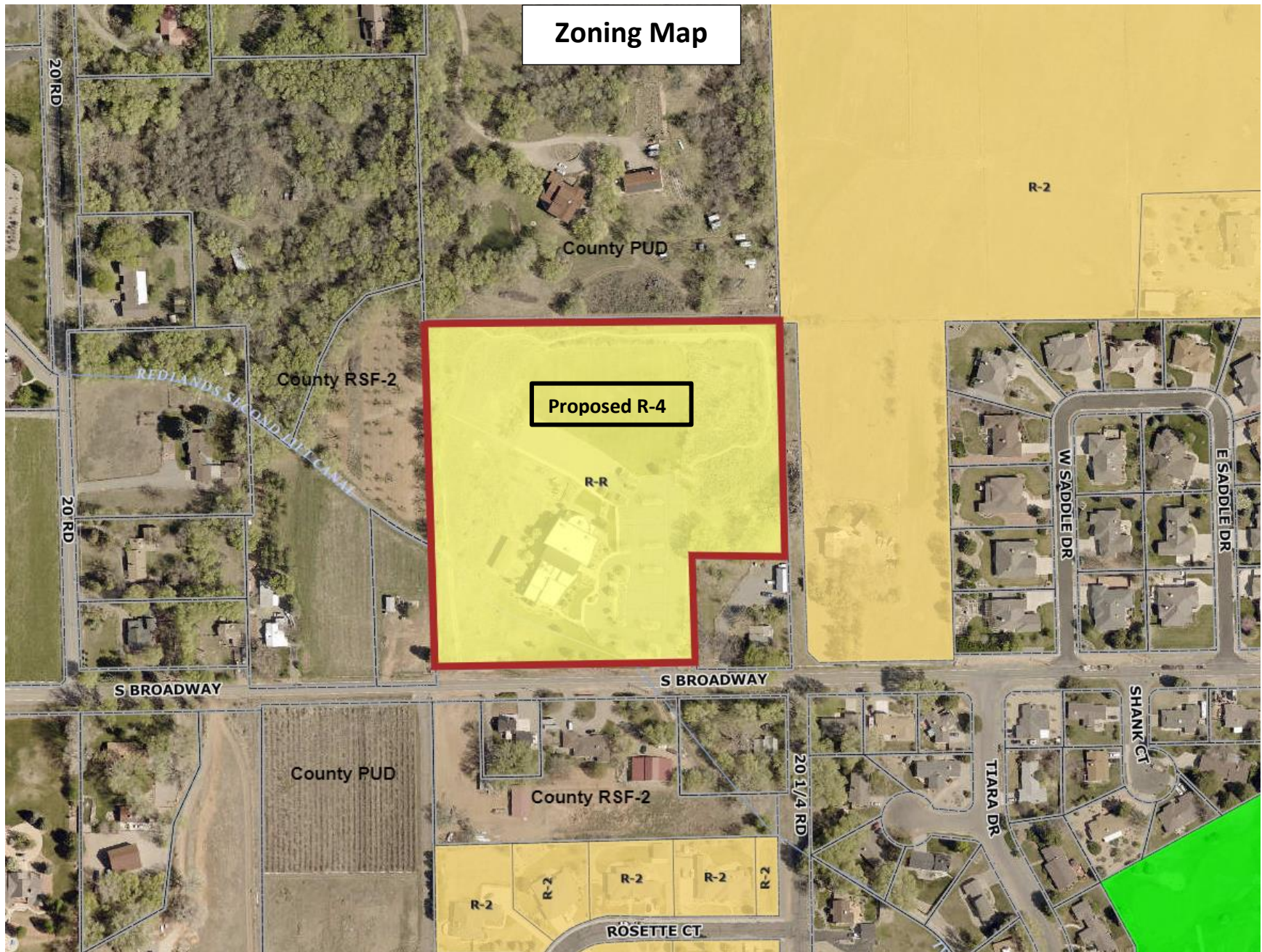












Zoning Map

Proposed R-4

R-R

R-2

County RSF-2

County PUD

S BROADWAY

S BROADWAY

County PUD

County RSF-2

R-2

R-2

R-2

R-2

R-2

ROSETTE CT

20 1/4 RD

TIARA DR

SHANK CT

W SADDLE DR

E SADDLE DR

20th RD

20th RD



Google Maps Street view of property from South Broadway, looking north

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

**Project Report for
Monument Presbyterian Church
Comprehensive Plan Amendment & Rezone**

Date: April 23, 2021

Prepared by: Robert W. Jones II, P.E.
Vortex Engineering and Architecture, Inc.
861 Rood Avenue
Grand Junction, CO 81501
(970) 245-9051
VEAI# F20-114

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

Type of Design: Comprehensive Plan Amendment & Rezone

Property Owner: Monument Presbyterian Church
2020 1/2 S Broadway
Grand Junction, CO 81507

Property Address: 2020 1/2 S Broadway
Grand Junction, CO 81507

Tax Parcel No: 2947-222-00-209

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Project Intent

This application requests a comprehensive plan amendment and a rezone of one lot located at 2020 1/2 S Broadway. The request is to change the future land use designation of the subject property from Rural Residential to Residential Low, and a rezone to change the subject property from the RR zone district to the R4 zone district.

The applicant intends to execute a simple lot split, after the rezone, to sell a portion of their property that is currently unused. The applicant is currently maintaining and paying taxes on a large portion of their property, and it is in the applicant's best interest to sell that portion to help retire existing debt on the remaining portion of the property.

The existing Rural Residential zoning of the subject property has a minimum lot size of 5 acres. This minimum lot size prohibits the applicant from subdividing and selling the unused portion of their lot. Approximately 3.75 acres of the subject property is used by the Church and 5 acres remains unused. This application is made to enable the opportunity for the property owner to subdivide and sell one of their greatest assets, 5 vacant acres of land.

Project Description

The subject property includes 1 lot located at 2020 1/2 S Broadway, just northwest of S Broadway and 20 1/4 Rd. The subject property is shown in Figure 1 below and is approximately 8.77 acres.



Figure 1 Site Location

Legal Description

The legal description of TPN #2947-222-00-209 is:

S2E2SW4NW4 SEC 22 11S 101W AKA LOT 3 CUNNINGHAM REDLANDS SUB EXC S 225FT OF E 175FT OF SD S2E2SW4NW4 & ALSO EXC RD ROW ON S AS DESC IN B-3504 P-233/234 MESA CO RECDS- 8.99AC

Public Notice

On Monday, April 12, 2021, a Neighborhood Meeting was held via Zoom in accordance with the City's COVID-19 policy. A presentation of the rezone request was made by the owner's representative; information regarding the City's review process for a rezone request was also presented including opportunities on how citizens can participate and provide comments throughout the City's review process.

The meeting was well attended by approximately nine citizens. The following is a summary of the primary concerns and questions raised during the meeting:

- Concern with future access to a newly created lot
- Concern about current and future stormwater drainage patterns
- Clarification regarding the timeline of the rezone request, opportunities for public comment, and and public notification for the rezone request and for future development applications, if development were to occur
- Clarification regarding the maximum dwelling units that would be allowed under the R4 zone designation
- The possibility of the rezone request being denied
- The earliest the subject property could go to market, if a rezone and subsequent simple subdivision were approved

The meeting lasted 27 minutes from 5:30 pm to 5:57 pm.

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 all public rights-of-way.

Comprehensive Plan

In January 2020, the Grand Junction City Council adopted a new Comprehensive Plan and a Future Land Use map that shows the type of anticipated development for the next 10-15 years in the City and within the Urban Development Boundary. All new development must be consistent with the new Comprehensive Plan and Future Land Use map.

The Comprehensive Plan's Future Land Use Map shows the subject property as Rural Residential, as shown in Figure 2, which anticipates residential development with a maximum density of 1 dwelling unit per 5 acres.

The property owner requests a comprehensive plan amendment to change the future land use designation of the subject property from Rural Residential to Residential Low.

The subject property is adjacent to property to the east and south that is designated as Residential Low in the Future Land Use Map of the Comprehensive Plan. The applicant requests a rezone to the R4 zone district which is one of two residential implementing zone districts for the Residential Low Land Use Designation.

The proposed development meets a number of the goals and policies of the new 2020 Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Limited Supply of Land: The timing and location of development in Grand Junction today are influenced by several interconnected factors, including available land, infrastructure, and services as well as the Persigo Agreement and market demand. While there is no lack of vacant land to accommodate new growth within the City's Urban Development Boundary, there is a lack of land with the existing urban infrastructure required by the City. Balancing the need for investments in new infrastructure to support greenfield development with the need for improvements to existing infrastructure in established areas of the city to support infill and redevelopment is an ongoing challenge.

Plan Principle 3: Responsible and Managed Growth

Policy 2. Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 3: Responsible and Managed Growth

Policy 1. Intensification and Tiered Growth.

Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority). Periodically consider necessary updates to the Tiers. i. Tier 1: Urban Infill ii. Tier 2: Suburban Infill iii. Tier 3: Rural Areas and County Development

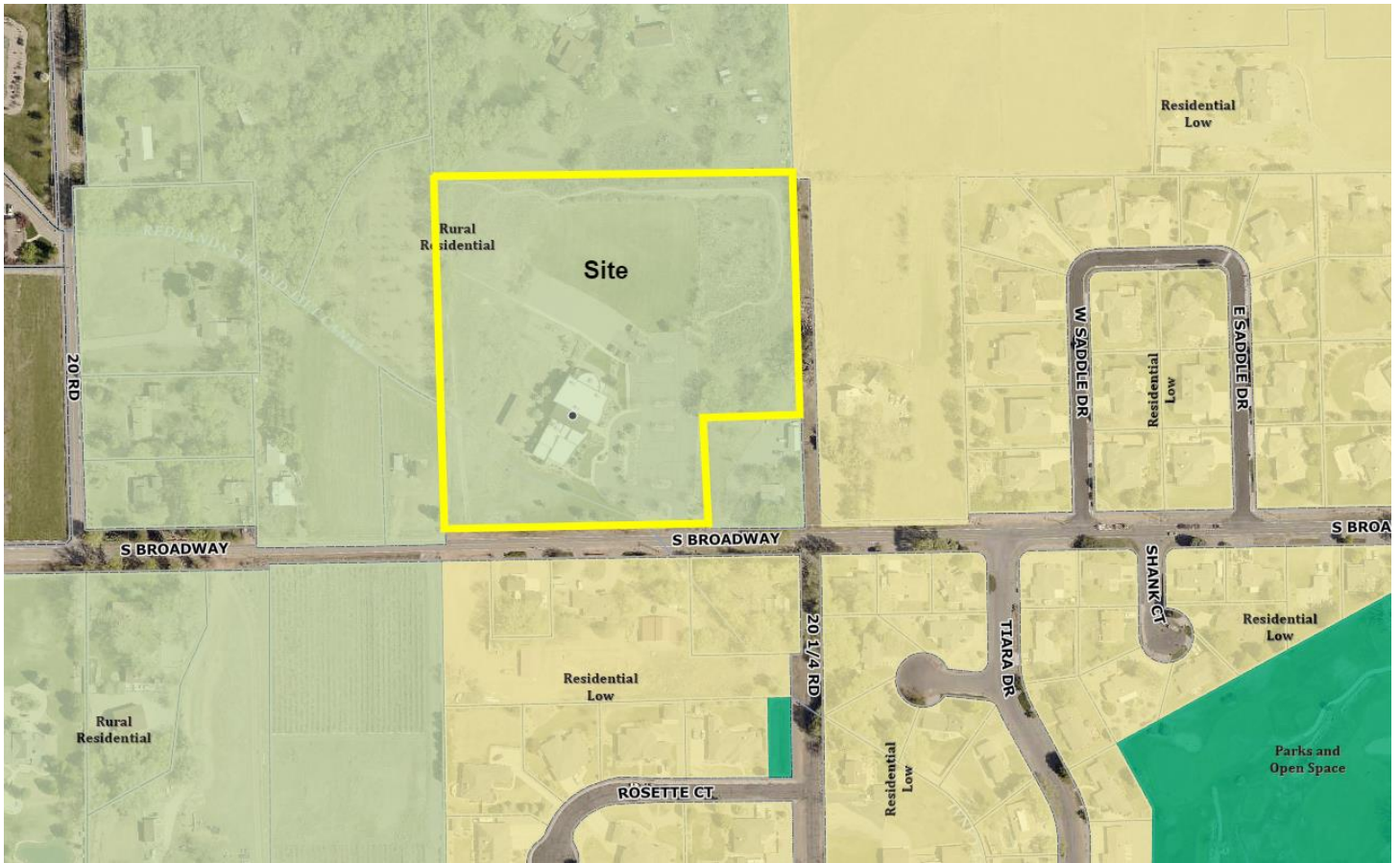


Figure 2 Future Land Use Map

Zoning and Surrounding Areas

The applicant requests a comprehensive plan amendment to change the future land use designation of the subject property from Rural Residential to Residential Low and a rezone from the current RR (Rural Residential, 1 du/5 ac) zone to the R4 (Residential, 2-4 du/ac) zone district. The rezone request is consistent with the 2020 Comprehensive Plan's Future Land Use Map classification of Residential Low.

Surrounding area zoning and land uses include:

- North – Mesa County – PUD with single-family residential land use
- South – Mesa County – RSF-2 with single-family residential land use
- West – Mesa County – RSF-2 with single-family residential land use
- East – R2 with single-family residential land use

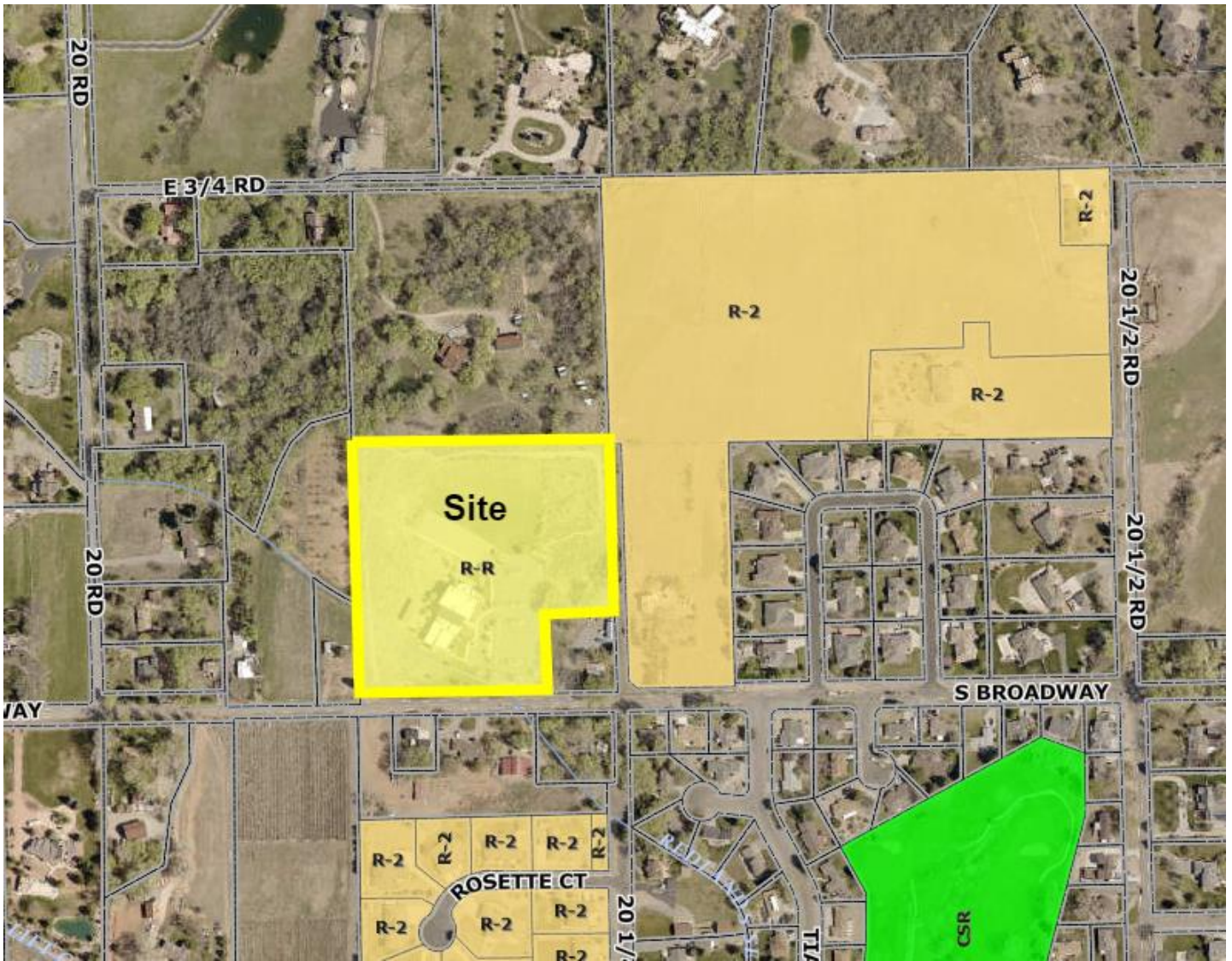


Figure 3 Existing and surrounding zoning

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
- Drainage: Grand Valley Drainage District
- Electric: Xcel Energy
- Irrigation: Redlands Water and Power Company
- Cable: Spectrum

All utilities shall be constructed to the standards and specifications of the service provider at the time of construction.

Drainage

The drainage and stormwater management will be addressed at the time of actual development of the site.

Wetlands and Floodplain

There are no known wetlands or floodplains associated with the subject property.

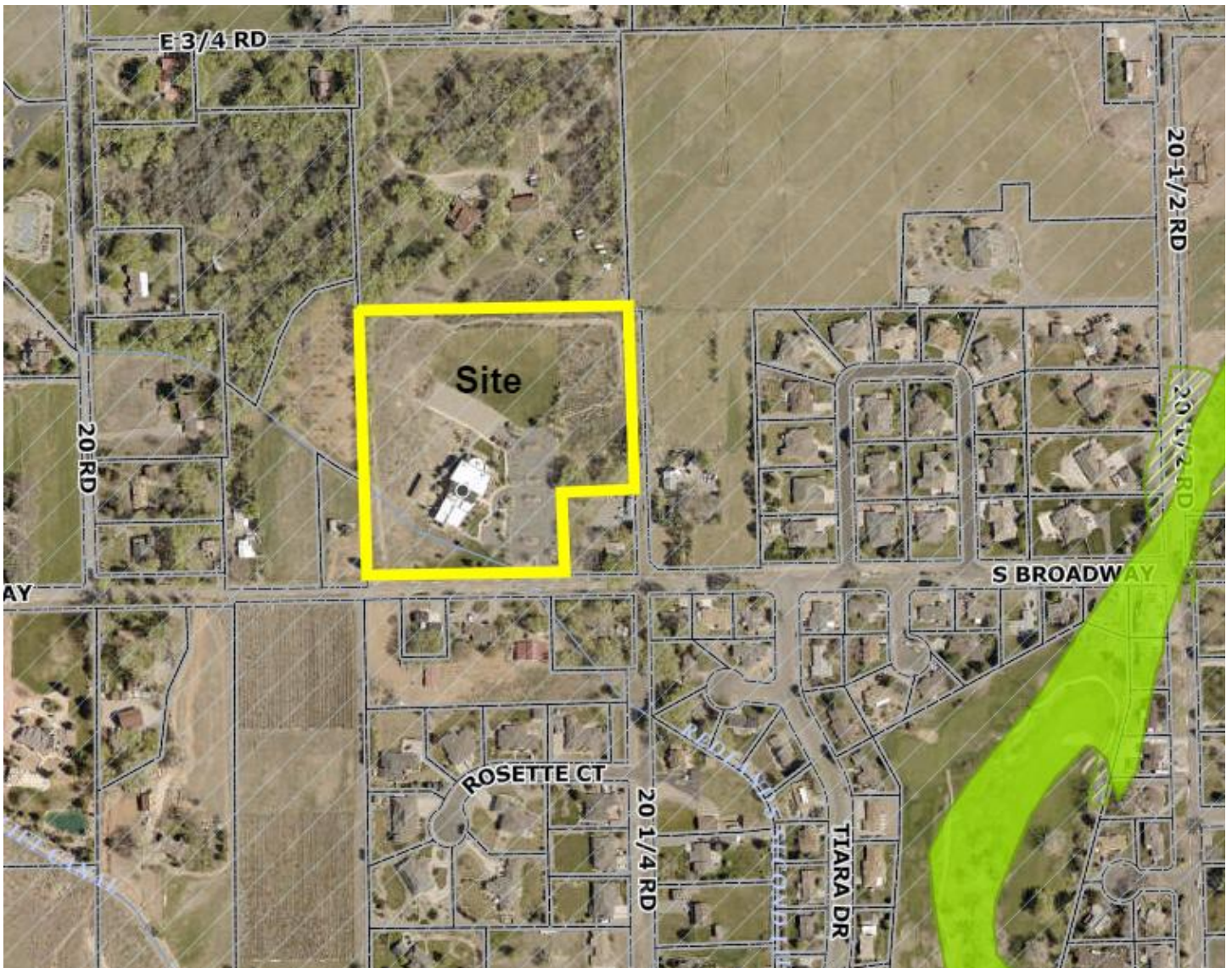


Figure 4 Wetlands and Floodplain Map

Approval Criteria

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: Adoption of the 2020 Comprehensive Plan maintained the land use designation of Rural Residential for the subject property, which is unchanged from the 2010 Comprehensive plan. However, the zones that implement the Rural Residential land use designation changed with adoption of the 2020 Comprehensive Plan to include only the Rural Residential and Community Services and Recreation zones. This change prevents the subject property from performing a simple subdivision as their property is 8.77 acres in size, which is just below the 10-acre minimum that is required to create two lots for the Rural Residential zone.

The applicant could have achieved their objective of performing a lot split under the 2010 Comprehensive Plan by performing a rezone to one of the other implementing zone districts (R-1,R-2,R-3,R-4), which had a minimum lots size that would have enabled a lot split for the subject property. However, adoption of the 2020 Comprehensive Plan precludes the property owner from performing a simple subdivision to split off 4 acres of unused property.

A comprehensive plan amendment to change the future land use designation to Residential Low and a rezone to R4 is necessary for the property owner to be eligible to perform a simple subdivision and sell the unused portion of their property that they currently have to maintain and pay taxes on.

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 subject property is on the edge of rural residential development and low density single-family residential development. The property directly east of the subject property is currently under development review for a final plan application with the City of Grand Junction. This development will include detached single-family housing of a low-density nature and will eventually build out the Amir Dr. right-of-way. The build out of Amir Dr. will provide a street stub to the subject property.

The intent of the 2020 Comprehensive Plan is to encourage infill development of vacant and under-utilized parcels within the City. Planned development on the neighboring parcel will create opportunities for infill and development of vacant land. This rezone request is consistent with the recently adopted 2020 Comprehensive Plan that encourages infill and efficient development.

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: There are public and community facilities to serve future development of the subject property. There is an existing sewer and water line in S Broadway that is available to serve the property. The planned residential development of Magnolia Ridge will also build out public infrastructure, including Amir Dr., which will be available to serve future development of the subject property.

The majority of the subject property consists of the Monument Presbyterian Church, which serves as a community facility. Additionally, the subject property is in close proximity to community facilities including Tiara Rado Golf Course and Kindred Reserve Open Space.

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 city is in need of additional residential development if it is to meet the needs of its growing population. While there are no plans for redevelopment or future development on the subject property, a rezone to R4 will enable future development opportunities. City sewer is already installed in S Broadway making this property a ready and viable option for future development, as opposed to extending sewer to other vacant properties within the Urban Development Boundary.

This criterion has been met.

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

Response: The community will derive benefits from the request as it will enable future residential development to occur. The applicant has no intent to develop the vacant piece of their property. However, a rezone to R4 will allow the simple subdivision to proceed which will create future development potential for an otherwise unused piece of land. The community is experiencing an unprecedented housing crisis with historic low levels of housing supply and will benefit from the added availability of R4 zoned land that has sewer available to serve it.

This criterion has been met.

Development Schedule

There is no planned development for this property. However, a development schedule for the subject property will be included with a development application at the time of development.

Conclusion

After demonstrating how the proposed comprehensive plan amendment and rezone request from the RR to R4 zone district meets the goals and policies of the 2020 Comprehensive Plan and the approval criteria of the Zoning and Development Code, the applicant respectfully requests approval of the request to rezone to the R4 zone district.

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.

Legal Description

The legal description of TPN #2947-222-00-209 is:

S2E2SW4NW4 SEC 22 11S 101W AKA LOT 3 CUNNINGHAM REDLANDS SUB EXC S 225FT OF E 175FT OF SD S2E2SW4NW4 & ALSO EXC RD ROW ON S AS DESC IN B-3504 P-233/234 MESA CO RECDS- 8.99AC

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.

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named: Monument Presbyterian Church
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

The type of entity is: Non-Pofit

The entity is formed under the laws of the State of Colorado

The mailing address for the entity is: 2020 1/2 S Broadway, Grand Junction, CO 81507

The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Stephanie Tartaglia, the MPC Clerk of Session

The authority of the foregoing person(s) to bind the entity is (not limited) (limited as follows): Not Limited

Other matters concerning the manner in which the entity deals with interests in real property: N/A

Executed this 23 day of April, 2021.

Stephanie Tartaglia
Signature (Type or Print Name Below)
STEPHANIE TARTAGLIA

STATE OF COLORADO)
)ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 23 day of April, 2021, by Stephanie Tartaglia (insert name of individual) as clerk of session (insert office held or role (President, Vice President or member, manager or managing member for LLCs) for Monument presbyterian church (insert name of corporation or LLC).

Witness my hand and official seal:
STEPHEN EDWARD SWINDELL
My commission expires:
STATE OF COLORADO
NOTARY ID #20204036690
My Commission Expires October 21, 2024

10/21/24

Stephen E Swindell
Notary Public
Stephen E Swindell

GRAND JUNCTION PLANNING COMMISSION
September 14, 2021 MINUTES
5:30 p.m.

The meeting of the Planning Commission was called to order at 5:30 p.m. by Chair Andrew Teske.

Those present were Planning Commissioners; Chair Andrew Teske, Vice Chair Christian Reece, George Gatseos, Ken Scissors, Keith Ehlers, Sandra Weckerly, and Shanon Secrest.

Also present were Jamie Beard (Assistant City Attorney), Felix Landry (Planning Supervisor), Dave Thornton (Principal Planner), Kristen Ashbeck (Principal Planner), Daniella Acosta (Associate Planner), Isabella Vaz (Communications Specialist), and Kalli Savvas (Planning Technician).

There were 9 members of the public in attendance.

CONSENT AGENDA

Commissioner Reece moved to adopt Consent Agenda Item #1. Commissioner Ehlers seconded the motion. The motion carried 6-0.

1. Approval of Minutes

Minutes of Previous Meeting(s) from August 24, 2021.

REGULAR AGENDA

**1. Monument Presbyterian Church Comprehensive Plan Amendment and Rezone
File # CPA-2021-294, RZN-2021-286**

Consider a request by Monument Presbyterian Church for a Comprehensive Plan Amendment from Residential Rural (1 du/5 ac) to Residential Low (2 to 5.5 du/ac) and a rezone from Residential Rural (1 du/5 ac) to R-4 (Residential – 4 du/ac) on a total of 8.62-acres, located at 2020 ½ S. Broadway.

Staff Presentation

Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioners Gatseos and Ehlers asked for clarification of de-annexation. Mr. Thornton explained the annexation process.

Chairman Teske asked for clarification on acreage discrepancies. Mr. Thornton explained the discrepancy issue.

Applicant Presentation

The applicant, Steven Swindel, was present and available for questions.

Questions for Applicant

None.

Public Hearing

The public hearing was opened at 5 p.m. on Tuesday, September 7, 2021 via www.GJSpeaks.org.

None.

The public hearing was closed at 6 p.m. on September 14, 2021.

Questions for Applicant or Staff

Chairman Teske asked a question regarding the request. Mr. Thornton responded.

Discussion

Commissioner Reece made a statement in support of the request.

Commissioner Ehlers made a statement regarding the recently adopted 2020 Comprehensive Plan and in support of the request.

Commissioner Gatseos made a statement in support of the request.

Motion and Vote

Commissioner Gatseos made the following motion:

“Mr. Chairman, on the Comprehensive Plan Amendment request for the property located at 2020 ½ South Broadway, City file number CPA-2021-294, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

Commissioner Ehlers made an amendment to the motion so that the approval is conditioned on the de-annexation of land as previously discussed.

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

Commissioner Gatseos made the following motion:

“Mr. Chairman, on the Rezone request for the property located at 2020 1/2 South Broadway, City file number RZN-2021-286, 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 and with the condition that City Council approves the Comprehensive Plan Land Use Map Amendment to Residential Low.”

Commissioner Ehlers made an amendment to the motion so that the approval is conditioned on the de-annexation of land as previously discussed.

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

2. RCLR Rezone File # RZN-2021-512

Consider a request by Cyndi Casebier to rezone one parcel totaling approximately 1.51 acres from I-1 (Light Industrial) to C-2 (General Commercial) located at 2150 Highway 6 and 50.

Staff Presentation

Daniella Acosta, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

Applicant Presentation

The applicant was present and available for questions.

Public Hearing

The public hearing was opened at 5 p.m. on Tuesday, September 7, 2021 via www.GJSpeaks.org.

None.

The public hearing was closed at 6:17 p.m. on September 14, 2021.

Questions for Applicant or Staff

None.

Discussion

Commissioners Gatseos and Teske made a statement in support of the request.

Motion and Vote

Commissioner Gatseos made the following motion, "Chairman, on the RLCR Rezone request from an I-1 (Light Industrial) zone district to a C-2 (General Commercial) zone district for the 1.51-acre property located at 2150 Highway 6 and 50, City File Number RZN-2021-512, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in this staff report."

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

3. 1101 Winters Avenue Rezone **File # RZN-2021-492**

Consider a request by Winters Building, LLC to rezone a 4.91-acre parcel from I-2 (General Industrial) to I-1 (Light Industrial) located at 1101 Winters Avenue.

Commissioner Teske recused himself from the vote. Vice Chair Reece took over presiding the meeting.

Staff Presentation

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

Questions for Staff

None.

Applicant Presentation

The applicant's representative, Benjamin Fox, Vortex Engineering, was present and available for questions.

Questions for Applicant

None.

Public Hearing

The public hearing was opened at 5 p.m. on Tuesday, September 7, 2021 via www.GJSpeaks.org.

None.

The public hearing was closed at 6:28 on September 14, 2021.

Discussion

None.

Motion and Vote

Commissioner Gatseos made the following motion, “Mr. Chairman, on the Winters Building, LLC request from an I-2 (General Industrial) zone district to an I-1 (Light Industrial) zone district for Lot 1 of Winters Avenue Industrial Park and the abutting vacated right-of-way, a 4.91-acre property located at 1101 Winters Avenue, City file number RZN-2021-492, 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 Weckerly seconded the motion. The motion carried 5-0.

4. Other Business

None.

5. Adjournment

Commissioner Ehlers moved to adjourn the meeting. Commissioner Weckerly seconded. The meeting adjourned at 6:29 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY OF GRAND JUNCTION COMPREHENSIVE PLAN LAND USE MAP FOR THE PROPERTY LOCATED AT 2020 1/2 SOUTH BROADWAY FROM RURAL (1 DU/5-ACRE) TO RESIDENTIAL LOW (2-5.5 DU/ACRE) AND REZONING FROM RURAL (1 DU/5-ACRE) TO R-4 (RESIDENTIAL – 4 DU/AC) ZONE DISTRICT AND DISCONNECTING A SMALL AREA OF LAND FROM THE CITY

Recitals:

Monument Presbyterian Church owns the property at 2020½ South Broadway, Grand Junction, Colorado (“Property.”) The Church proposes an amendment to the Comprehensive Plan Land Use Map from Rural (1 du/5 ac) to Residential Low (2 – 5.5 du/ac) and a rezone from R-R (Residential – Rural) to R-4 (Residential – 4 du/ac) on a total of 8.77-acres, located at 2020 ½ South Broadway.

A discrepancy between the boundary of the Property and the land to the West (2010/2006 South Broadway) was discovered during the Plan amendment and rezoning process. The owners of both parcels agreed to correct the discrepancy by and with a Boundary Line Agreement pursuant to C.R.S. 38-44-112; however, when the Property was annexed to the City that annexation included a description of the Property that has now been determined to be in error. Accordingly, and in order to correct the City boundary, a “sliver” of land between the Property and 2010/2006 South Broadway is being disconnected (de-annexed) from the City. To the extent necessary or required this ordinance when fully and finally adopted shall serve, as provided by law, to amend the annexation and, as provided in the Boundary Line Agreement, to fix and establish the boundary between 2020 ½ South Broadway, 2010/2006 South Broadway and the western boundary of the City as provided herein.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of an amendment to the Comprehensive Plan Future Land Use designation for the Property from Rural (1 du/5 ac) to Residential Low (2 – 5.5 du/ac) and recommended subsequent approval of changing the zoning from R-R (Residential – Rural) to R-4 (Residential – 4 du/ac) for the property, finding that it conforms to and is consistent with the Land Use Map designation of Residential Low (2 – 5.5 du/ac) of the Comprehensive Plan and the Comprehensive Plan’s goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that amending the Comprehensive Plan Land Use Map from Rural (1 du/5 ac) to Residential Low (2 – 5.5 du/ac) and rezoning from R-R (Residential – Rural) to R-4 (Residential – 4

du/ac) 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-4 (Residential – 4 du/ac) zone district, is consistent and is in conformance with the Comprehensive Plan and at least one of the stated criteria of §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 City Council has determined, as provided herein, that it is in the City's best interests to disconnect a small area (“sliver”) of land that lies to the West of the “Agreed to Boundary Line” on Exhibit A to the Boundary Line Agreement. The Boundary Line Agreement is incorporated by this reference as if fully set forth.

Colorado law C.R.S. 31-12-501-503 provides a process to disconnect by ordinance and the owners desire the small area (“sliver”) to be disconnected. As such the area of land identified on Exhibit A to the West of the “Agreed to Boundary Line” is hereby disconnected.

Due to the size of the parcel the City Council finds that disconnected land area will neither increase service obligations on any special district nor Mesa County and accordingly the City waives notice as called for by §501(1).

Furthermore, notwithstanding the provisions of §§502 and 503, the City Council specifically finds that for the purposes of City taxation such disconnected property shall be treated as though it had not been annexed.

With the disconnection and the setting of the boundary, the Planning Commission has been satisfied. Therefore, the Property, described as follows and in light of the Recitals and the foregoing findings and determinations, shall be designated as Residential low (2 – 5.5 du/ac) on the Land Use Map of the Comprehensive Plan and shall be zoned R-4 (Residential – 4 du/ac) on the zoning map:

Commencing at the W1/4 corner of Section 22, Township 11 South, Range 101 West, of the 6th Principal Meridian, from which the CW1/16 corner of said Section 22 bears S89°29'31"E 1306.62 feet, running thence along said 1/4 section line S89°29'31"E 653.29 feet; thence N00°24'42"W 30.01 feet to the north right-of-way line of South Broadway and a found aluminum cap marked “DH Surveys LS 20677” and the Point of Beginning.

Running thence along said north right-of-way line S89°29'31"E 5.51 feet to the extension of an existing fence line; thence along extended fence line and existing fence N00°16'35"E 635.70 feet; thence N89°29'16"W 13.15 feet to the SWNW1/64 corner of said Section 22 and a found aluminum cap marked “PLS 38428” and the Point of Terminus, said point bearing N00°24'42"W 635.77 feet from the Point of Beginning.

Introduced on first reading this 1st day of December 2021 and ordered published in pamphlet form.

Adopted on second reading this ____ day of December ____, 2021 and ordered published in pamphlet form.

C. B. McDaniel
President of the City Council

Wanda Winkelmann
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #7.a.

Meeting Date: December 15, 2021

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

CDBG Activities: 1) A Resolution to Amend the 2019 Program Year Action Plan as a Part of the Grand Junction Five-Year Consolidated Plan for the Community Development Block Grant (CDBG) Program to Reallocate CDBG-CV Round 3 Funds Received via the CARES Act; and 2) Execute a Revised Subrecipient Agreement with Grand Valley Catholic Outreach to Include Additional Round 3 Funds

RECOMMENDATION:

Staff recommends approval of the requests.

EXECUTIVE SUMMARY:

City Council will consider an amendment to the Community Development Block Grant (CDBG) 2019 Annual Action Plan to reallocate \$128,230 of unused 2020 CARES Act Community Development Block Grant funds (CDBG-CV) Round 3 Funds Previously Granted to Karis, Inc. and Amend the Subrecipient Agreement between the City and Grand Valley Catholic Outreach to include the reallocation amount.

BACKGROUND OR DETAILED INFORMATION:

Background

CDBG funds are a Department of Housing and Urban Development (HUD) entitlement grant to the City of Grand Junction which became eligible for the funding in 1996. The City of Grand Junction received two allocations of 2020 CARES Act Community Development Block Grant funds (CDBG-CV) known as Round 1 (CDBG CV-1) and Round 3 (CDBG CV-3) in the amounts of \$275,976 and \$357,800 respectively. Round 2 funds were only allocated to States, not to individual municipalities.

The City was notified of Round 1 funds in May 2020 and notified of Round 3 funds in

September 2020. Both Rounds 1 and 3 funds were to be used to prevent, prepare for, and respond to the COVID-19 pandemic. The funds were to be used for typical CDBG activities but needed to respond to effects of the pandemic including addressing economic and housing market disruptions caused by public health orders, financial assistance for household expenses, the need to rehabilitate a building or to add isolation rooms for recovering coronavirus patients, or other social services, economic development, and microenterprise assistance. In total, the City was allocated \$633,776 in CDBG-CV funds of which approximately 65 percent have been expended.

Round 1 CDBG-CV funds in the total amount of \$275,976 were allocated by City Council in May 2020 to nine organizations. To date, all but one agency/organization has expended and drawn their full allocations. Round 3 CDBG-CV funds in the amount of \$357,800 were allocated by the City Council in February 2021 to four organizations focused on housing needs during the pandemic. To date, all four Subrecipients have started spending these funds and three have requested a draw on funds from the City.

The CDBG CV-3 funds in the amount of \$147,794 were originally granted to Karis, Inc. for the rental of motel rooms to provide shelter for homeless persons recovering from coronavirus or for clients who were high-risk. While Karis expended some of the funds (\$19,564) for this use, the organization reports that the program is no longer needed and is therefore no longer in operation leaving \$128,230 of CDBG CV-3 funds to be reallocated.

Grand Valley Catholic Outreach (GVCO) was originally allocated \$142,558 CDBG CV-3 funds to be used for rental assistance and other household subsistence payments and has exhausted the funds. GVCO reports a continued strong need in the community to provide emergency payments to households to avoid eviction now that the eviction moratorium has been lifted, as well as on-going needs for subsistence payments for utilities and food for many households. Council provided direction that the remaining funds originally granted to Karis, Inc. be reallocated to GVCO.

CDBG 2019 Annual Action Plan Amendment

The 2019 CDBG Annual Action Plan (2019 AAP) allocated the City of Grand Junction's 2019 CDBG funds in the amount of \$461,255 to 17 activities that presently are either completed or underway. The CDBG 2019 Annual Action Plan has been amended twice to incorporate both rounds of the CDBG-CV funds and include the activities to which those funds were allocated. The City's adopted CDBG Citizen Participation Plan requires that a substantial amendment be completed in order to reallocate funds within an Annual Action Plan. The process includes public notice and a public review period and then a hearing and decision by City Council.

FISCAL IMPACT:

The City of Grand Junction receives a direct allocation of CDBG funding and then distributes according to the Annual Action Plans, therefore, there is no direct fiscal impact from this action.

SUGGESTED MOTION:

I move to 1) (adopt/deny) Resolution No. 105-21, a resolution amending the 2019 Program Year Action Plan as a part of the Grand Junction Five-year Consolidated Plan for the Community Development Block Grant (CDBG) Program and amending the CDBG Citizen Participation Plan pertaining to CDBG-CV funds; and 2) authorize the City Manager to sign the amended Subrecipient Contract between the City of Grand Junction and Grand Valley Catholic Outreach for the reallocation of funding through the City's Amended 2019 Community Development Block Grant (CDBG) Program Year CDBG-CV3 funds.

Attachments

1. 2019 Action Plan Resolution
2. CDBG_CV3 Subrecip GVCO

RESOLUTION NO. __

A RESOLUTION AMENDING THE 2019 PROGRAM YEAR ACTION PLAN AS A PART OF THE GRAND JUNCTION FIVE-YEAR CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM PERTAINING TO REALLOCATION OF ROUND 3 CDBG-CV FUNDS

RECITALS.

WHEREAS, the City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development (HUD) in 1996;

WHEREAS, this designation entitles Grand Junction to receive a special allocation of CDBG funds via the CARES Act to address community impacts of COVID-19 known as CDBG-CV;

WHEREAS, the primary objective of the City's Consolidated Plan and CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income;

WHEREAS, the purpose of the CDBG-CV funds are to address these same needs but in specific relevance to the Community's response and recovery from COVID-19 impacts; and

WHEREAS, the adopted CDBG Citizen Participation Plan requires that a substantial amendment to reallocate funds within a CDBG Annual Action Plan be given public notice, review and approval by City Council.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO that the Amended CDBG 2019 Program Year Annual Action Plan, as a part of the Five-Year Consolidated Plan is hereby adopted.

Adopted this 15th day of December 2021.

ATTEST:

City Clerk

President of City Council

**AMENDED 2019 SUBRECIPIENT CONTRACT
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COVID-19 INFECTIOUS DISEASE (CDBG-CV) RESPONSE PROGRAM**

Date Amendment Approved: December 15, 2021

Amount of Grant: \$270,788

Subrecipient: Grand Valley Catholic Outreach

I. AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of December, 2021 by and between the CITY OF GRAND JUNCTION, COLORADO (hereinafter referred to as "*City*"), and Grand Valley Catholic Outreach (GVCO), a not-for-profit agency (hereinafter referred to as "*Subrecipient*").

Recitals:

The *City* as an entitlement recipient and grantee of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program does hereby enter this Agreement (Agreement) with the *Subrecipient* for the expenditure of CDBG-CV funds in accordance with Title 24, Part 570 of the Code of Federal Regulations (24 CFR 570.000 *et. seq.* hereinafter referred to as *CDBG Regs* and the *Uniform Requirements* in accordance with Title 2 Part 200 of the Code of Federal Regulations (2 CFR 200 *et. seq.*) as amended by the CARES Act or any other subsequent enactment.

Infectious disease response, and specifically the administration of the CDBG-CV COVID-19 Response Program has developed rapidly and may require changes to the City's planned use of funds. The City will be amending its Consolidated Annual Action Plan (Plan) to change the allocation priorities or method of distribution of funds in order to administer the CDBG-CV COVID-19 funding allocation to the City. Plan changes may include but not be limited to an addition of an activity not described in the Plan or a change to the purpose, scope, location, or beneficiaries of an activity (24 CFR 91.505). The funds provided to the Subrecipient by this Agreement are specifically conditioned on amendment of the Plan and acceptance of the same by HUD. If the changes to the Plan meet the criteria for a "substantial amendment" Subrecipient agrees that it will reasonably assist the City by commenting and/or otherwise participating in the process to affect the necessary Plan amendment(s).

Pursuant to this Agreement the City has awarded the Subrecipient CDBG-CV funds to undertake certain activities necessary for the execution of certain projects the City deems necessary, desirable and in furtherance of the purposes of the program. To accomplish those goals, the City does agree to disburse funds to the Subrecipient to execute its project in accordance with the CDBG Regs and this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are a substantive part of this Agreement and the following provisions which are approved by the City and the Subrecipient, they mutually agree as follows:

II. SUBRECIPIENT OBLIGATIONS AND SCOPE OF SERVICES

A. Activities

The sub-granting of CDBG funds to and the scope of services to be rendered by the Subrecipient shall be for the provision of the services described in Exhibit A attached hereto and made a part of this Agreement. Subrecipient agrees to perform the work described in Exhibit A in compliance with all provisions of this Agreement and it agrees to conduct all activities of the Subrecipient, whether funded in whole or in part by CDBG funds from the City in accordance with the provisions contained in 24 CFR 85 and 570 *et. seq.* and *inter alia*. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions to be performed hereunder as required by this Agreement or by law and that there is adequate consideration to support the making and enforcement of this Agreement.

B. National Objectives

Subrecipient certifies that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's National Objectives. The specific National Objective to be met and how it will be met by the Subrecipient is described in Exhibit A attached to and incorporated by reference into this Agreement.

C. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of service provided. Such information shall be made available to the City or its designees for review upon request.

III. RESPONSIBILITY OF THE CITY

The City shall designate representative(s) of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the execution of this Agreement and disbursing funds in connection with the program in accordance with the Agreement.

IV. PAYMENT

If Subrecipient is not in default hereunder, and subject to City's receipt of the Department of Housing and Urban Development Community Development Block Grant funds (CDBG-CV) and provided that the Agreement and Scope of Services are eligible expenditures of Community Development Block Grant funds (CDBG-CV), the City agrees to pay the Subrecipient a total dollar amount that is described on Exhibit A of this Agreement. Payment shall be made upon presentation of invoices which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this Agreement and made in accordance and compliance with the Scope of Services. Payment may be withheld by the City in the event of non-performance by Subrecipient. The City may, at its sole discretion, retain 10% of each disbursement with final payment made upon successful completion of the project including satisfactory compliance with all City, state and federal requirements.

V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient also agrees to comply with all other applicable federal, state and local laws,

regulations and policies governing the funds provided under and the obligations imposed by this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee or a partnership or joint venture between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, suits, charges, damages, costs, fees, expenses and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or other subject matter called for or otherwise provided in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to the total cash advances from the City.

F. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendment(s) make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City Council. Such amendment(s) shall not invalidate this Agreement nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state or local governmental law, rules, guidelines, regulations, policies and/or available funding amounts or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service may only be undertaken with the prior written approval of the City. In the event of any termination for convenience by either party, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement

shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

In accordance with 24 CFR 85.43 and 44 the City may suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the law, rules, regulations or provisions referred to herein and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is reason to believe the Subrecipient is in noncompliance with any applicable law, rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the City or is otherwise found by the City to be in compliance.

VI. ADMINISTRATIVE REQUIREMENTS

A. Uniform Administrative Requirements

1. Accounting Standards

The Subrecipient agrees to comply with the *Uniform Requirements* for accounting principles and procedures required therein, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. Subrecipient shall comply and/or cause compliance with all audit reports required by the City and in conformity with 2 CFR 200.501 *et. seq.* as applicable. (See also B. 7 below)

2. Cost Principles

The Subrecipient shall administer its program in conformance with the *Uniform Requirements* pertaining to cost as applicable. These principles shall be applied for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all required records required specified in 24 CFR Part 570.506. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 *et. seq.* and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all required records incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records for

non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and the same has started before the expiration of the four-year period, then such records must be retained until completion of the action(s) and resolution of all issues or the expiration of the three-year period, whichever occurs later.

3. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the unauthorized use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited except as allowed or provided by law.

4. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients and/or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent or other authorized officials for purposes of investigation to ascertain compliance with the law, rule, regulations and provisions stated herein. The Subrecipient understands that the City, the Comptroller General and the Secretary of HUD shall have access to all records related to this project.

5. Reversion of Assets This provision does not apply to this activity which is to expend CDBG funds to provide for emergency rent and utility payments to low/moderate income households within the City limits that have been impacted by COVID-19.

The Subrecipient shall describe in writing in a form established by the City, all CDBG Assets to be obtained as a result of the funded activity. CDBG Asset shall mean an asset(s) purchased in whole or in part with CDBG funds or improved in whole or in part with CDBG funds and having a fair market value of \$ NA or greater.

The City shall have a security interest in any and all CDBG Assets and after being obtained by the Subrecipient the City's security interest shall be perfected by means of: a) a deed of trust for real estate, encumbering the Subrecipient's equity in the real estate; or b) a lien notation on the certificate of title for a motor vehicle(s); or c) a security agreement and financing statement for personal property; or d) an assignment of accounts receivable for accounts receivable. The deed of trust shall be recorded with the Mesa County Clerk, the lien with the Colorado Department of Revenue and the financing statement and assignment of accounts recorded with the Colorado Secretary of State. The account debtors will be notified in writing of the assignment of accounts receivable. The Subrecipient shall transfer to the City any Community Development Block Grant funds related to this project on hand at the time of expiration of this Agreement and/or any accounts receivable of Community Development Block Grant funds related to this project. The instruments necessary to perfect the security interest will be prepared by the City Attorney. The Subrecipient shall pay all recording fees and mailing costs with other than CDBG funds.

If the Subrecipient ceases to use a CDBG Asset for CDBG purposes, the City may, in its discretion, direct the Subrecipient to convey the CDBG Asset to the City or require the

Subrecipient to repay the CDBG funds that were used in whole or in part to acquire the CDBG Asset. The instruments necessary to convey the CDBG Asset will be prepared by the City Attorney.

In accordance with 24 CFR 570.503(b)(7) any real property under the Subrecipient's control that was acquired or improved, in whole or in part, with CDBG Funds(including CDBG funds provided to the Subrecipient in the form of a loan) shall, at the option of the City either a) be used for an eligible CDBG activity, as determined by the City and as provide for in a legal instrument(s) creating the interest, for a period of at least 5 years after the expiration of this Agreement or such longer period as the City may require or b) be disposed of in a manner that results in the City's being reimbursed in the lesser amount of the CDBG funds that were expended on the real property or the current fair market value of the property, less any portion of the value attributable to the expenditure of non-CDBG funds for acquisition or improvement(s) to the property.

The Subrecipient agrees to use all improvements made to the real property, with CDBG funds, as set forth in Exhibit "A."

6. Program Income

The Subrecipient agrees that it shall not use CDBG funds in any manner which shall provide income to the Subrecipient. Any interest income earned on funds generated through the use of investment of funds received from CDBG shall be cause, in the sole discretion of the City, for recapture of such income and/or the full amount of funds granted to the Subrecipient.

The Subrecipient shall report quarterly all program income (as defined by 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitation, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program balance(s) on hand. All unexpended program income shall be returned to the City at the end of the contract period as required by 24 CFR 570.503(b)(7). Any interest earned on cash advances from the US Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by the Agreement shall be made available to the City, their designees and/or the federal government, at any time during normal business hours, as often as the City deems necessary, to audit, examine and make excerpts or transcripts of all data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt of notice of deficiency. Failure of the Subrecipient to comply with the above audit requirements constitutes a violation of this Agreement and may result in the withholding of payment(s). The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy and, as applicable, the *Uniform Requirements*.

C. Reporting, Payment and Procurement Procedures

1. Indirect Costs

Indirect costs are not allowed and shall not be charged. The Subrecipient shall not develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall not submit such plan to the City for approval, in a form specified by the City.

2. Payment Procedures

The City will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with the approved budget and any City policies concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed the actual grant award. In addition, the City reserves the right to liquidate funds available under this agreement for costs incurred by the City on behalf of the Subrecipient.

3. Progress Reports

The Subrecipient shall submit Progress Reports to the City in the time and manner specified in Exhibit A of this Agreement.

D. Procurement – *Uniform Requirements*

The Subrecipient shall procure all materials, property or services in accordance with the *Uniform Requirements* of 2 CFR Part 200 *et. seq.*

VII. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient and the City agree that no persons are being displaced. But if they were Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations of 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient shall not discriminate against any person, employee or applicant for

employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. Land Covenants This provision does not apply to this activity which is to expend CDBG funds to provide for emergency rent and utility payments to low/moderate income households within the City limits that have been impacted by COVID-19

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Subrecipient shall submit a plan for an Affirmative Action Program for approval by the City.

2. W/MBE

The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women-owned business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf

of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

4. Subcontractor Provisions

The Subrecipient shall include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions-Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage and nepotism activities.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that claims for money due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of assignment or transfer to a bank or other financial institution shall be furnished promptly to the City.

2. Subcontracts

a. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City.

b. The Subrecipient understands that the City and/or HUD will monitor the Subrecipient for compliance with this Agreement.

c. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be

employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d - This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

E. "Section 3" Clause

1. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for the low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

2. Subcontracts

The Subrecipient shall include the foregoing Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first

provided it with a preliminary statement of ability to comply with the requirements of these regulations.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following insofar as they apply to the performance of this Agreement. (The Subrecipient does not assume the City's environmental responsibilities described in §570.604 nor does it assume the responsibility for initiating the review process under 24 CFR Part 52.) *Clean Air Act*, 42 U.S.C., 7401, et seq.; *Water Pollution Control Act*, as amended, 33 U.S.C. 1251, et seq., as amended, 1319 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the *Flood Disaster Protection Act of 1973* (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the *National Historic Preservation Act* of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

X. CONSTRUCTION CONDITIONS

A. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in

accordance with the *Davis-Bacon Act* as amended, the provisions of *Contract Work Hours and Safety Standards Act*, the *Copeland Anti-Kickback Act* (40 USC 276a-276a-5; 40 USC 327 and 40 USC 276 c) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

B. Asbestos

The Contractor/Subrecipient where undertaking renovation, rehabilitation, or demolition actions shall follow the notification and strict work practices for asbestos handling, removal, storage and transport as required under 40 CFR Part 61, Subpart m and 40 CFR Part 763 as well as for worker protection standards and exposures as required under 29 CFR 1910.1001 (non-construction), 1926.58 (construction), 40 CFR Part 763, Subpart G, and any applicable local regulations.

C. Energy Efficiency

The Contractor/Subrecipient shall comply with the *1989 Model Energy Code*, incorporated herein by this reference, for all new buildings constructed under this Agreement to address federal energy efficiency requirements found at 24 CFR 85.36 (i) (13) incorporated herein by this reference.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. ENTIRE AGREEMENT

The provisions set forth in I-XI above, and all attachments to this Agreement constitute the entire Agreement between the parties hereto and no statement, promise, conditions, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall be binding or valid.

IN WITNESS WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF GRAND JUNCTION, COLORADO

BY:

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SUBRECIPIENT:

BY: _____

ATTEST: _____

**AMENDED 2019 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COVID-19 INFECTIOUS DISEASE (CDBG-CV) RESPONSE PROGRAM
EXHIBIT A
SCOPE OF SERVICES**

Date Approved: December 15, 2021
Amount of Grant: \$270,788
Subrecipient: Grand Valley Catholic Outreach
Completion Date: August 31, 2022

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$270,818 from its 2019 Program Year CDBG-CV Entitlement Funds to provide emergency rental assistance/relief for low/moderate income households within the City limits that have been impacted by COVID-19. Subrecipient advocates for and provides safe, suitable housing and support to the residents of Grand Junction.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)). It shall meet this objective by providing the above-referenced housing services to low/moderate income households in Grand Junction, Colorado.
3. The project consists of emergency payment of rent assistance/relief for the community's most vulnerable populations to help avoid potential homelessness by keeping rent current and utilities from being disconnected. CDBG-CV funds will be used to provide payments for approximately 70 households. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the services described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2019 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$270,788.
6. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

____ Subrecipient
____ City of Grand Junction

7. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
8. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
9. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Subrecipient

_____ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12 mo. FY contract: 120

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo. FY contract: 120

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit 120; ii) how many will have improved access to the service or benefit ? And iii) how many will receive the service or benefit that is improved/no longer substandard ?

2.) Schedule of Performance

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 mo. FY contract Q1: 30 Q2: 30 Q3: 30 Q4: 30

3) Payment Schedule

During the 12 mo. FY contract funds will be drawn Q1 Q2: 30% Q3: 40% Q4 30%

4) Outcome Measures

Activity (select one) Senior Service Youth Service Homeless Service Disabled Service X LMI Service Fair Housing Service

Primary Objective (select one) Create a suitable living environment X Provide decent, affordable housing Create economic opportunity (ies)

Primary Outcome Measurement (select one) Availability/Accessibility Affordability Sustainability

Summarize the means by which outcomes will be tracked, measured and reported

Income of beneficiaries is verified at intake and updated at each request for assistance by a review of pay stubs, assistance letters, unemployment notices, or other evidence of need. 100% of persons served by GVCO are low income.

 Subrecipient

 City of Grand Junction