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**CITY COUNCIL AGENDA
WEDNESDAY, JULY 20, 2022
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

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, July 20, 2022 or 4) submitting comments [online](#) until noon on Wednesday, July 20, 2022 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. Minutes of the June 29, 2022 Special Meeting
- b. Minutes of the July 5, 2022 Special Meeting

- c. Minutes of the July 6, 2022 Regular Meeting

2. Set Public Hearings

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

- a. Legislative
 - i. Introduction of an Ordinance Regarding the Conjunction Junction, LLC/ Richmark Real Estate Partners, LLC Redevelopment Agreement and Setting a Public Hearing for August 3, 2022
- b. Quasi-judicial
 - i. Introduction of an Ordinance Rezoning 4.69 Acres from R-4 (Residential - 4 du/ac) to R-5 (Residential – 5 du/ac), Located at the Southwest Corner of Unawep Avenue and Alta Vista Court and Setting a Public Hearing for August 3, 2022
 - ii. Introduction of an Ordinance Rezoning 8.25 Acres from R-5 (Residential - 5 du/ac) to R-8 (Residential – 8 du/ac), Located at 3124 D Road and Setting a Public Hearing for August 3, 2022
 - iii. Introduction of an Ordinance Rezoning Approximately 17.4 Acres from PD (Planned Development) to C-1 (Light Commercial), Located at the Southern Corner of Horizon Drive and 27 1/2 Road and Setting a Public Hearing for August 3, 2022

3. Resolutions

- a. A Resolution Ratifying the City Manager's Signature for the Partial Release and Termination of the Repurchase for the Certain Property in the Dos Rios Subdivision in Grand Junction, Colorado

REGULAR AGENDA

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

4. Public Hearings

- a. Legislative

- i. An Ordinance Amending Title 10 Chapter 10.04 of the Grand Junction Municipal Code to Bring the Traffic Code Up to Date, Adding Chapter 10.14 Regulating the Operation of Shared Micromobility Devices, and Amending Section 9.04.2000 for Clarification
- ii. An Ordinance Amending Chapter 2.08 of the Grand Junction Municipal Code and Setting the 2022 Salary of the City Attorney and the Municipal Judge
- b. Quasi-judicial
 - i. A Resolution Accepting the Petition for the Annexation of 19.77 Acres of Land and Ordinances Annexing and Zoning the If Land Annexation from County RSF-R (Residential Single Family Rural) to R-8 (Residential - 8 du/ac), Located at 364 29 Road; 370 29 Road; and 374 29 Road
 - ii. An Ordinance Rezoning 0.45 Acres from R-O (Residential Office) to C-1 (Light Commercial), Located at 1215 N 1st Street

5. Resolutions

- a. 2022 Community Development Block Grant (CDBG) Program Annual Action Plan

6. 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.

7. Other Business

8. Adjournment

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE SPECIAL MEETING
City Hall Administration Conference Room**

June 29, 2022

Call to Order

Council President Stout called the Special Meeting of the Grand Junction City Council to order at 3:33 p.m. on the 29th day of June 2022.

Those present were Councilmembers Chuck McDaniel, Randall Reitz, Dennis Simpson, Mayor Pro Tem Abe Herman and Council President Anna Stout. Councilmembers Phillip Pe'a and Rick Taggart were absent.

Also present were City Manager Greg Caton, City Attorney John Shaver, and Director of Community Development Tamra Allen.

Executive Session

Mayor Pro Tem Herman moved, and Councilmember Reitz seconded to convene into 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/ REDEVELOPMENT INCENTIVE AGREEMENT FOR RICHMARK COMPANIES FOR A POSSIBLE REDEVELOPMENT/DEVELOPMENT PROJECT AT 200 ROOD AVENUE, GRAND JUNCTION, COLORADO.

The vote was unanimous to convene in Executive Session for the purpose stated.

Upon completion of the Executive Session, Councilmember McDaniel moved, and Mayor Pro Tem Herman seconded to return to open session in the City Hall Administration Conference Room.

Council President Stout reconvened the Special Meeting at 4:25 p.m.

Adjournment

There being no further business the meeting adjourned at 4:25 p.m.

Amy Phillips, CMC
City Clerk



**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE SPECIAL MEETING
City Hall Administration Conference Room**

July 5, 2022

Call to Order

Council President Stout called the Special Meeting of the Grand Junction City Council to order at 5:33 p.m. on the 5th day of July 2022.

Those present were Councilmembers Chuck McDaniel, Phillip Pe'a, Dennis Simpson, Rick Taggart, Mayor Pro Tem Abe Herman and Council President Anna Stout. Councilmember Randall Reitz was absent.

Also present was City Manager Greg Caton.

Executive Session

Councilmember Pe'a moved, and Councilmember Simpson seconded to convene into EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS UNDER AND PURSUANT TO SECTION 24-6-402(4)(f)(I) C.R.S. OF THE OPEN MEETINGS LAW RELATIVE TO A CITY COUNCIL EMPLOYEE, SPECIFICALLY THE CITY MANAGER.

The City Manager did not request that the discussion be held in open session.

The vote was unanimous to convene in Executive Session for the purpose stated.

Upon completion of the Executive Session, Councilmember Taggart moved, and Councilmember Pe'a seconded to return to open session in the City Hall Administration Conference Room.

Council President Stout reconvened the Special Meeting at 7:08 p.m.

Adjournment

There being no further business the meeting adjourned at 7:09 p.m.

Amy Phillips, CMC
City Clerk



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

July 6, 2022

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 6th day of July 2022 at 5:30 p.m. Those present were Councilmembers Abe Herman (virtually), Phillip Pe'a, Dennis Simpson, Rick Taggart, and Council President Anna Stout. Chuck McDaniel and Randall Reitz were absent.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Amy Phillips, Deputy City Clerk Selestina Sandoval, Parks and Recreation Director Ken Sherbenou, Senior Planner Scott Peterson, Senior Planner Jace Hochwalt, Senior Planner Daniella Acosta, Public Works Director Trent Prall, and Utilities Director Randi Kim.

Council President Stout called the meeting to order. Councilmember Pe'a led those present in the Pledge of Allegiance, followed by a moment of silence.

Citizen Comments

Bruce Lohmiller spoke of the houseless community.

Ed Kowalski spoke of his observations during his visit to Greeley.

Ricki Howie expressed concerns of dying ash trees in Grand Junction.

City Manager Report

City Manager Caton addressed Ms. Howie's concerns and announced item 6.a.i. was being continued per the developer's request.

Council Reports

Councilmember Taggart gave an update on the Grand Junction Regional Airport Authority.

Councilmember Simpson spoke about the City's Ash Tree Program and his concerns about his experience with scheduling the service.

CONSENT AGENDA

Councilmember Pe'a moved and Councilmember Taggart seconded to adopt the consent agenda. Motion carried by unanimous voice vote.

1. Approval of Minutes

- a. Summary of the June 13, 2022 Workshop
- b. Minutes of the June 15, 2022 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Amending Title 10 Chapter 10.04 of the Grand Junction Municipal Code to Bring the Traffic Code Up to Date, Adding Chapter 10.14 Regulating the Operation of Shared Micromobility Devices, and Amending Section 9.04.2000 for Clarification, and Setting a Public Hearing for July 20, 2022
 - ii. Introduction on an Ordinance Amending 2.08 of the Grand Junction Municipal Code and Setting the 2022 Salary of the City Attorney and the Municipal Judge and Setting a Public Hearing for July 20, 2022
- b. Quasi-judicial
 - i. Introduction of an Ordinance Rezoning 0.45 Acres from R-O (Residential Office) to C-1 (Light Commercial), Located at 1215 N 1st Street and Setting a Public Hearing for July 20, 2022
 - ii. Introduction of an Ordinance Zoning Approximately 19.77 Acres from County RSF-R (Residential Single Family Rural) to R-8 (Residential – 8 du/ac) for the If Land Annexation, Located at 364 29 Road; 370 29 Road; and 374 29 Road, and Setting a Public Hearing for July 20, 2022

3. Procurements

- a. Authorize a Contract for the Grand Junction Water Treatment Plant Electrical Improvements
- b. Authorize a Contract with Renner Sports for the Lincoln Park Pickleball and Canyon View Tennis Expansion Project
- c. Authorize a Contract for Dos Rios Playground

- d. Authorize a Contract for the Bicycle and Pedestrian Master Plan and TEDS Manual Update
- e. Authorize a Sole Source Contract with Musco for Lighting at the Lincoln Park Pickleball Courts and Canyon View Tennis Courts

4. Resolutions

- a. A Resolution Issuing a Revocable Permit to Allow Construction of a Temporary Fire Apparatus Turnaround within the Undeveloped Right-of-Way for 24 1/4 Road on the East Side of the Property Located at 656 Market Street Requested by 656 Market Street, LLC
- b. A Resolution Accepting the Grant Offer No. 3-08-0027-75-2022 for the Airport Improvement Program (AIP) Runway Design Grading and Drainage Improvements in the Amount of \$1,430,000 between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority
- c. A Resolution Authorizing the Lease of City Owned Property to 1101 Kimball, LLC

REGULAR AGENDA

An Ordinance Rezoning 15.34 Acres from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac), Located at 2370 Broadway (Highway 340)

Senior Planner Scott Peterson stated the applicant requested that this item be continued to a date when the full City Council could be present.

Robert Jones II with Vortex Engineering represented the applicant and requested the continuance of this agenda item.

City Attorney Shaver explained that since the Planning Commission recommended denial of this rezone, the City Council could only overturn it by a super majority of five, and since there were only five councilmembers present, that could potentially prejudice the item.

Councilmember Simpson moved and Councilmember Pe'a seconded to continue this item to the August 17, 2022. Motion carried by unanimous voice vote.

Community Recreation Center Planning

On June 13th, the City Council was updated on the Community Recreation Center (CRC) planning process, which began with Workshop #1. Parks and Recreation Advisory Board (PRAB) Chairperson Bill Findlay reported back to City Council on its engagement with the selected CRC planning consultant, Barker Rinker Seacat (BRS) and Council discussed the goals for the Workshop #1 which included seven focus group meetings and one public forum.

Following those meetings, PRAB reviewed a significant amount of feedback, with over 28 pages of public comments. PRAB held a special meeting on June 23rd to formulate a recommendation. As is detailed in the June 25th memo to City Council that includes a letter from Chairperson Bill Findlay, PRAB voted unanimously 8-0 to pursue a CRC at Matchett Park.

Parks and Recreation Director Ken Sherbenou introduced this item by updating Council on the CRC planning process. PRAB Chairperson Bill Findlay outlined the process and findings of the community outreach efforts for the proposed Community Recreation Center.

Council President Stout explained that the purpose of this item was to give staff direction on moving forward with the Matchett Park location.

Councilmember Pe'a moved and Councilmember Simpson seconded to adopt the recommendation of the Parks and Recreation Advisory Committee to continue the Community Recreation Center Planning with a facility located at Matchett Park. The motion carried by unanimous roll call vote.

An Ordinance Rezoning Approximately 8.27 Acres from I-O (Industrial Office) to C-1 (Light Commercial), Located at the Northeast Corner of Horizon Drive and Hilaria Avenue

Three property owners, EN-SIM Partnership LLC, Oxford Select Investors – Grand Junction LLC, and Mesa Junction, LTD, requested the rezone of three parcels totaling approximately 8.27 acres from I-O (Industrial Office) to C-1 (Light Commercial) located at the northeast corner of Horizon Drive and Hilaria Avenue. The requested C-1 zone district conforms with the Comprehensive Plan Land Use Map designation of Commercial.

Senior Planner Jace Hochwalt presented this item.

The public hearing was opened at 6:13 p.m.

There were no public comments.

The public hearing was closed at 6:13 p.m.

Council expressed appreciation for this development, since this area is the gateway to the City.

Councilmember Taggart moved and Councilmember Simpson seconded to adopt Ordinance No. 5079, an ordinance rezoning 8.27 acres located at the northeast corner of Horizon Drive and Hilaria Avenue from I-O (Industrial Office) to C-1 (Light Commercial) on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

An Ordinance Rezoning 2.17 Acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac), Located at 2730 B Road

The Applicant, Harris Property Holdings, LLC, requested the rezone of one parcel totaling 2.71 acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac) located at 2730 B Road. The purpose of the rezone is to enable the creation of medium-high density housing, which could increase the stock of missing-middle housing typologies, such as townhomes, duplexes, fourplexes, cottage courts, etc.

The requested R-8 zone district conforms with the Comprehensive Plan Land Use Map designation of Residential Medium. The R-8 zone district allows a mix of dwelling types including attached and detached dwellings, two-family dwellings, and multifamily development within specified densities. Additionally, R-8 zone districts serve as a transitional district, which may act as a buffer between lower density single-family and commercial zones.

Senior Planner Daniella Acosta presented this item.

The public hearing was opened at 6:20 p.m.

There were no public comments.

The public hearing was closed at 6:20

Councilmember Simpson moved and Councilmember Pe'a seconded to adopt Ordinance No. 5080, an ordinance rezoning one parcel totaling 2.17 acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac) located at 2730 B Road on final passage and ordered final publication in pamphlet form. The motion carried by unanimous roll call vote.

An Ordinance Approving the Assessable Cost of the Improvements Made in and for Alley Improvement District No. ST-21

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

The alley running East to West from 8th to 9th Street, between Grand Avenue and Ouray Avenue has been improved under this structure. The ordinance approves the assessable costs to the property owners and real property.

Public Works Director Trenton Prall presented this item.

The public hearing was opened at 6:26 p.m.

There were no public comments.

The public hearing was closed at 6:26 p.m.

Councilmember Pe'a moved and Councilmember Simpson seconded to adopt Ordinance No. 5081, an ordinance approving the assessable cost of the improvements made in and for Alley Improvement District ST-21 on final passage and ordered final publication in full. The motion carried by unanimous roll call vote.

Council took a break at 6:28 p.m.

The meeting resumed at 6:44 p.m.

An Ordinance Authorizing, Approving and Confirming a Lease to Snowcap Coal Company, Inc.

The City owns property on the Grand Mesa known as the Somerville and Anderson Ranches (Ranch Property) which are presently leased to VanWinkle Ranches, LLC (VanWinkle). Snowcap Coal Company, Inc. (Snowcap) will benefit from rehabilitating Vincent Reservoir No. 2 and using the reservoir to store water as part of an augmentation plan. Rehabilitation of the reservoir will provide long term potential benefits to City properties including stock water, wildlife habitat, and a source of water for wildfire suppression. VanWinkle and Snowcap have agreed to terms concerning a sublease as the location of the reservoir and access to and from the reservoir involve the Ranch Property.

Utilities Director Randi Kim presented this item.

City Attorney Shaver explained that the 25-year term is outlined per the charter.

The public hearing was opened at 6:51 p.m.

There were no public comments.

The public hearing was closed at 6:51 p.m.

Councilmember Taggart moved and Councilmember Simpson seconded to adopt Ordinance No. 5082, an ordinance to authorize, approve, and confirm a lease to

Snowcap Coal Company, Inc. on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

An Ordinance Concerning the 2022 Salary of the City Manager

Pursuant to the City Charter, the salary of the City Manager is set by ordinance. The City Council has found the City Manager's performance to be at or above expectations and accordingly, with this ordinance and the prior appropriation, sets and increases by 3.5% the annual compensation of City Manager Greg Caton to \$237,550 rounded to the nearest whole dollar.

Council President Stout introduced this item.

The public hearing was opened at 6:53 p.m.

There were no public comments.

The public hearing was closed at 6:53 p.m.

Councilmember Pe'a moved and Councilmember Taggart seconded to adopt Ordinance No. 5083, an ordinance concerning the 2022 salary of the City Manager on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

A Resolution Declaring Intent to Create Alley Improvement District No. ST-22

A successful petition has been submitted requesting a Local Improvement District be created to reconstruct the North/South Alley from Fairview Avenue to Hale Avenue, between Rockaway Avenue and Crawford Avenue.

Public Works Director Trenton Prall presented this item.

Conversation ensued regarding the lack of successful negotiation of all rights-of-way, and the options before Council:

- 1.) Adopt Resolution No. 56-22, a resolution creating and establishing Alley Improvement District No. ST- 22 within the corporate limits of the City of Grand Junction, Colorado and authorizing the City engineer to prepare details and specifications for the same.
- 2.) Deny Resolution No. 56-22 based on the finding that the petition is unsuccessful without resolution of right-of-way necessary for alley improvement district.
- 3.) Due to the issues with right-of-way, potential issues with financial hardship of the property owners, and the fact that this particular district would only recover 18% from the property owners, one option would be for the City to consider paying for

the entirety of the improvements if all right-of-way is dedicated. This option would eliminate the need to create an improvement district altogether and reduce the City's costs associated with collection of fees.

The public hearing was opened at 7:03 p.m.

Wally Smith spoke in support of the resolution.

The public hearing was closed at 7:05 p.m.

Discussion resumed regarding whether the City has ever paid the full amount of alley improvements before and whether doing so would set precedent.

Councilmember Simpson moved and Councilmember Pe'a seconded to deny Resolution No. 56-22, a resolution creating and establishing Alley Improvement District No. ST- 22 within the corporate limits of the City of Grand Junction, Colorado and authorizing the City engineer to prepare details and specifications for the same. Motion carried by unanimous roll call vote.

Councilmember Taggart moved and Councilmember Simpson seconded that the City pay for the entirety of the improvements if all rights-of-way are dedicated. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

Councilmember Simpson requested Council get information regarding the plan and costs associated with the upcoming election.

Adjournment

The meeting adjourned at 7:13 p.m.



Amy Phillips, CMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: July 20, 2022

Presented By: Greg Caton, City Manager, John Shaver, City Attorney

Department: City Manager's Office

Submitted By: John Shaver

Information

SUBJECT:

Introduction of an Ordinance Regarding the Conjunction Junction, LLC/ Richmark Real Estate Partners, LLC Redevelopment Agreement and Setting a Public Hearing for August 3, 2022

RECOMMENDATION:

Introduce and consider the proposed redevelopment agreement and approving ordinance regarding the Conjunction Junction LLC/Richmark Real Estate Partners LLC redevelopment of the property located at 200 Rood Avenue, Grand Junction, Colorado and set a public hearing for August 3, 2022.

EXECUTIVE SUMMARY:

The City Council is being asked to authorize and confirm the redevelopment agreement ("Agreement") by and among Conjunction Junction LLC, a Colorado Limited Liability Company, or its successors and assigns as permitted in accordance with the Agreement, the City, and the Downtown Grand Junction Development Authority ("DDA") for the property located at 200 Rood Avenue, Grand Junction, Colorado. The terms of the Agreement, include but are not limited to a) the City waiving or paying fees, as defined by the Agreement, in an amount not to exceed \$2,408,219.00 (\$2.4 million) for and on behalf of Conjunction for the redevelopment of the Property; and, b) the purchase of Rood Avenue right of way together with improvements thereto to be made by Conjunction; and c) a pledge by the DDA of tax increment, all as provided in the Agreement.

The \$2.4 million is a calculation of the total value of the incentive to the project. This valuation includes an estimate of the forgone sales and use tax revenues on construction materials in the amount of \$659,000. Therefore, the net amount that may

be directly paid by the City is \$1.7 million, which would occur at the end of the project. The completion of the project at this point is estimated to occur in 2025.

BACKGROUND OR DETAILED INFORMATION:

The City Council is being asked to authorize and confirm the redevelopment agreement (“Agreement”) by and among Conjunction Junction LLC, a Colorado Limited Liability Company, or its successors and assigns as permitted in accordance with the Agreement, the City, and the Downtown Grand Junction Development Authority (“DDA”) for the property located at 200 Rood Avenue, Grand Junction, Colorado. The terms of the Agreement, include but are not limited to a) the City waiving or paying fees, as defined by the Agreement, in an amount not to exceed \$2,408,219.00 for and on behalf of Conjunction for the redevelopment of the Property; and, b) the purchase of Rood Avenue right of way together with improvements thereto to be made by Conjunction; and c) a pledge by the DDA of tax increment, all as provided in the Agreement.

In accordance with this Ordinance, the City Council may confirm and authorize the Agreement and any and all actions consistent with and to be taken subsequent to the adoption of the Ordinance, by the officers, employees and agents of the City, if/when such action(s) is(are) pursuant to C.R.S 31-25-801-822, the Agreement, together with the findings made therein, and with any applicable City and DDA Plans, ordinance(s), resolution(s), or other document(s) all of which shall be substantially construed to affect the intent and purposes thereof as required by C.R.S. 31-25-807(4)(a).

FISCAL IMPACT:

The \$2.4 million is a calculation of the total value of the incentive to the project. This valuation includes an estimate of the forgone sales and use tax revenues on construction materials in the amount of \$659,000. Therefore, the net amount that may be directly paid by the City is \$1.7 million, which would occur at the end of the project. If this ordinance is passed on second reading, as required per the authorized agreement, the funds to be paid directly will be included in the budget year as applicable upon completion of the project.

Estimated annual property tax revenue upon completion of the commercial development is \$162,000 per year.

SUGGESTED MOTION:

I move to introduce an ordinance approving the Conjunction Junction LLC/Richmark Real Estate Partners LLC redevelopment agreement for the property located at 200 Rood Avenue, Grand Junction, Colorado, pass the ordinance for publication in pamphlet form, and set a public hearing for August 3, 2022.

Attachments

1. Executed DDA Resolution 2022-03
2. Redevelopment Agreement - Redline version 200 Rood Ave
3. Preliminary Financial Plan
4. Letter from Accountant
5. Loan Financing
6. Letter - 200 Rood Ave Redevelopment
7. DRAFT- Redevelopment Agreement 200 Rood Ave Redevelopment
8. ORD-200 Rood 063022

GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY

DDA RESOLUTION 2022-03

A RESOLUTION CONDITIONALLY AUTHORIZING AND CONFIRMING A REDEVELOPMENT AGREEMENT BY AND AMONG CONJUNCTION JUNCTION LLC, A COLORADO LIMITED LIABILITY COMPANY, ("CONJUNCTION"), THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPAL CORPORATION ("CITY"), AND THE DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO ("AUTHORITY" OR "DDA") FOR THE PROPERTY LOCATED AT 200 ROOD AVENUE, GRAND JUNCTION, COLORADO AND RATIFYING ALL ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

Richmark Real Estate Partners LLC is the owner of the real property commonly known and addressed as 200 Rood Avenue, Grand Junction, Colorado, ("Property") which is more particularly described in the Redevelopment Agreement attached hereto and incorporated by this reference as if fully set forth ("Agreement"). The Property which is located within the boundaries of the Authority is blighted and will benefit from redevelopment. In accordance with Colorado law, the Authority has established tax increment financing, which provides a financial tool to stimulate and support certain redevelopment activities. In addition to the tax increment finance the City Council has been asked to waive/pay certain fees as the same are defined and described in the Agreement.

With the formation of the DDA a Plan of Development ("Plan of Development") was adopted by the Grand Junction City Council in 1981, with the Plan of Development being revised by Ordinances 4881, 4937 and DDA Resolutions 2019-04 and 2020-02.

Consistent with the Plan of Development as revised, and to the extent the same is implemented by and with the Agreement, which will serve to remedy the slum and blight conditions which the DDA finds to exist on the Property, the DDA does, subject to annual appropriation, commit certain financial support to assist with reinvestment by Conjunction to deter further economic and physical deterioration of the Property and otherwise encourage the reinvestment, remediation of the slum and blight conditions and redevelopment of the Property as called for in the Agreement.

By and with this Resolution the DDA expresses its support for and approval of the pledge and the Agreement, subject to approval of the Agreement by the Grand Junction City Council.

With the full and final approval of the Agreement, the DDA finds and determines that the construction of the project called for in the Agreement, will serve a public purpose, promote the health, safety, prosperity, security, and general welfare of the inhabitants of the DDA and will serve to halt or prevent the deterioration of property values or structures within the DDA redevelopment boundary area.

In accordance with the Agreement, Conjunction intends to redevelop the Property as a multi-family residential project, featuring at least 250 dwelling units, together with related amenities and uses (collectively, the "Project"). Given that the Project is consistent with the Plan of

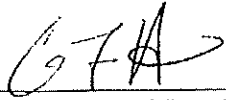
Development as revised, will ensure the availability of new housing that is within walking distance of businesses, services, and employment and the Project will reduce sprawl by maximizing the use of existing infrastructure, the DDA Board finds that the Project is consistent with the sound needs and plans of the DDA as a whole for the redevelopment of the Property/construction of the Project. Conjunction.

The Authority Board having been duly advised in the premises does adopt this Resolution 2022-03 finding and determining that the construction and installation of the Project will serve a public purpose(s) and contribute to the redevelopment of the City as contemplated by the Plan of Development as amended and as provided by applicable Colorado law.

NOW, THEREFORE, BE IT RESOLVED BY THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY BOARD THAT:

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Resolution the Board of the Grand Junction Colorado Downtown Development Authority hereby conditionally authorizes and confirms the attached Agreement by and among Conjunction Junction LLC, a Colorado Limited Liability Company, or its successors and assigns as permitted in accordance with the Agreement, the City of Grand Junction, and the Downtown Grand Junction Development Authority for the property located at 200 Rood Avenue, Grand Junction, Colorado and ratifies actions heretofore taken in connection therewith as provided in Recitals and the Agreement. The foregoing authorization and confirmation is wholly contingent on and subject to a) approval of the Agreement by the Grand Junction City Council and b) any and all pledges of tax increment as provided in the Agreement are subject to annual appropriation.
2. In accordance with and pursuant to this Resolution, the Authority Board confirms and authorizes the Agreement and any and all actions consistent therewith be taken subsequent to the adoption of this Resolution by the officers, employees and agents of the DDA if/when such action(s) is(are) pursuant to C.R.S 31-25-801-822, the Agreement, together with the findings made herein, and with any applicable City and DDA Plans, ordinance(s), resolution(s), or other document(s) all of which shall be substantially construed to affect the intent and purposes thereof as required by C.R.S. 31-25-807(4)(a).
3. The DDA Board finds and declares that this Resolution and the Agreement authorized and confirmed, subject to City Council approval of the same and if the Agreement is approved subject to annual appropriation by the DDA, is approved and adopted for the public health, safety, and welfare and that this Resolution bears a rational relation to the lawful objectives sought to be obtained all as provided by Colorado law.

This Resolution 2022-03 was read and approved this 14th day of July 2022 and the Redevelopment Agreement by and among Conjunction Junction LLC, a Colorado Limited Liability Company, by Western States Management Services, LLC, a Colorado limited liability company, its manager, the Downtown Grand Junction Development Authority, and the City of Grand Junction for the property located at 200 Rood Avenue, Grand Junction, Colorado is conditionally approved as provided herein. All actions heretofore taken in connection herewith are ratified.



Cole Hanson, Vice-Chair
Downtown Grand Junction Development Authority

ATTEST:



Vonda Bauer, Administrative Specialist
Downtown Grand Junction Development Authority

**REDEVELOPMENT AGREEMENT
(200 ROOD AVE., GRAND JUNCTION, CO)**

This REDEVELOPMENT AGREEMENT (this “**Agreement**”) dated as of _____, 2022 (“**Effective Date**”), is made by and among CONJUNCTION JUNCTION, LLC, a Colorado limited liability company, or its successors and assigns permitted in accordance with Paragraph ~~10~~11 (“**Developer**”), the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”), and the DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“**Authority**”). Developer, City, and Authority are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

RECITALS

WHEREAS, Developer is the owner of certain real property known as 200 Rood Avenue, Grand Junction, CO, and as described and depicted in Exhibit A, attached hereto (hereinafter known as the “**Property**”); and

WHEREAS, the Property is located within the boundaries of the Downtown Development Authority district (the “**DDA District**”), which Property is blighted and will benefit from the Authority undertaking an effort at redevelopment; and

WHEREAS, the formation of the DDA District also included the establishment of tax increment financing, which provides a financial tool as authorized under state law to stimulate and support certain redevelopment activities; and

WHEREAS, commensurate with the formation of the DDA District, a Plan of Development (“**Plan of Development**”) encompassing the legal boundaries of the Authority was adopted by the Grand Junction City Council in a Resolution adopted and approved on December 16, 1981; and

WHEREAS, the Authority may extend financial support from its tax increment district to secure the redevelopment of the Property/development of the Project; and

WHEREAS, Developer has provided the City and the Authority with the preliminary financing plan attached hereto as Exhibit E (the “Preliminary Financing Plan”), which evidences to the City and DDA Authority that the Developer has the financial capacity to undertake the Project;

WHEREAS, consistent with the City’s Comprehensive Plan, the City has established and adopted a physical area within the community known as the Redevelopment Boundary Area and associated Redevelopment Policy adopted by Resolution 93-19 and amended by Resolution 03-20 (“**Redevelopment Boundary Area**”), within which it has identified property conditions that warrant support to stimulate reinvestment to deter properties from economic and physical deterioration due to their age and condition; and

WHEREAS, The Plan of Development was amended by Ordinances 4881 and most recently by Ordinance 4937 known as Vibrant Together: A Downtown Initiative – A Plan of Development of Downtown, adopted by the Authority. The Authority has expressed an interest in working with the City to develop a program to jump-start redevelopment by lowering operating costs for developers in the DDA District; and

WHEREAS, with the establishment and adoption of the Vibrant Together - Plan of Development, the City Council made findings that establishment of the Redevelopment Boundary Area would serve a public use, and promote the health, safety, prosperity, security, and general welfare of the inhabitants of the City, and would halt or prevent the deterioration of property values or structures within the central business district and the growth of blighted areas therein, and by making such findings authorized the City to incur obligations, and to pledge as security therefor the tax increments consistent with the provisions of §§ 31-25-801 - 822, C.R.S.; and

WHEREAS, the Property is also located within the Redevelopment Boundary Area; and

WHEREAS, Developer intends to redevelop the Property as a multi-family residential project, featuring at least 250 residential units, together with related amenities and uses (collectively, the “Project”); and

WHEREAS, construction of the Project is consistent with the adopted Plan of Development and, as such, will reduce conditions of distress or disinvestment in the DDA District; maximize the efficient provision of infrastructure and public services throughout the DDA District; will ensure the availability of housing to area residents; and will provide a dense population of customers for the surrounding businesses; and

WHEREAS, the City and DDA have reviewed the conceptual plans for the Project attached hereto as Exhibit B (the “**Conceptual Plans**”), and determined the Project is substantially consistent with the City’s Zoning and Development Code and will further stated goals and policies of the City’s 2020 One Grand Junction Comprehensive Plan and the Plan of Development. The Parties acknowledge that the final design of the Project will be subject to the City’s entitlement and permitting process; and

WHEREAS, the Authority has determined that the acquisition, construction, and installation of the Project will serve a public purpose and contribute to the redevelopment of the DDA District as contemplated by the Plan of Development as amended.

NOW, THEREFORE, the Parties hereto, for themselves, their permitted successors, and assigns, in and for valuable consideration, including but not limited to, the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant, and agree as follows:

DEFINITIONS

1. “Act” means Part 8 of Article 25 of Title 31, Colorado Revised Statutes.

2. "Authority Payments" has the meaning set forth in Paragraph 2(A) below.
3. "Commence" "Commenced" or "Commencement" means the beginning of on-site physical construction of the Project, including without limitation demolition of existing structures.
4. "Complete" "Completed" or "Completion" means issuance of temporary or final certificates of occupancy for all buildings within the Project.
5. "Conceptual Plans" are/consists of the documents marked and attached to this agreement as Exhibit B.
6. "DDA District" has the meaning assigned to such term in the Recitals.
7. "Fees" means all fees imposed by the City with respect to the development of the Project, including, without limitation, any City application fees, impact fees (*e.g.*, Parks & Recreation, Fire, Traffic, Park Dedication, *etc.*), development review fees, fees imposed as a condition to the issuance of a City Planning Clearance or other permit, tap fees, and City sales and use tax charged for materials used in construction of the Project.
8. "Fee Cap" means \$2,408,219.
9. "Plan of Development" has the meaning assigned to such term in the Recitals.
10. "Preliminary Financing Plan" is/consists of the documents marked and attached to this agreement as Exhibit —E.
11. "Project" has the meaning assigned to such term in the Recitals.
12. "Property" the real property that is depicted and described in Exhibit A hereto.

AGREEMENT

1. Waiver of Fees. In consideration of the terms of this Agreement, the City hereby waives, and/or shall cause the payment of, all Fees, not to exceed the Fee Cap as provided herein.

2. Authority Payments.

a. From and after the Commencement of the Project, the Authority shall, subject to annual appropriation, pay to Developer those amounts set forth on Schedule 1 attached hereto and incorporated herein (the "Authority Payments"), with (i) the first Authority Payment being due and payable to Developer on or before the date that is thirty (30) days after Developer notifies the Authority in writing that Developer has Commenced the Project; (ii) the second Authority Payment being due and payable to Developer on or before the date that is thirty (30) days after Developer notifies the Authority in writing that Developer has incurred \$20,000,000 or more in total costs to design and develop the Project, which notice shall be accompanied by a

letter or other evidence from the construction lender for the Project confirming the same; (iii) the third Authority Payment being due and payable to Developer on or before the date that is thirty (30) days after Developer notifies the Authority in writing that Developer has Completed the Project; and (iv) each Authority Payment thereafter being due and payable on the anniversary of the Completion of the Project until all of the Authority Payments listed on Schedule I have been paid to the Developer.

b. The Authority shall not initiate any action that impairs the rights of the Parties under this Agreement or prohibits or restricts the Authority's performance of any of its obligations under this Agreement.

c. The Authority has determined that the acquisition, construction, and installation of the Project will serve a public purpose and promote development/ redevelopment as contemplated by the Plan of Development as amended and Colorado law.

3. Development Deadlines.

a. Notwithstanding anything to the contrary in this Agreement: (i) Developer shall have no obligation to construct all or any portion of the Project, or to timely Commence or Complete the Project; (ii) Developer may, in its sole discretion, elect to undertake none, all, or only certain phases of the Project, and to Commence and Complete the Project at any time; and (iii) if the Developer elects to undertake all or any portion of the Project, Developer acknowledges that the Project will be subject to the City's entitlement and permitting process. If, subject to Paragraph 23 below, Developer fails to Commence the Project on or before the date that is seven (7) calendar months after the Effective Date ("**Commencement Deadline**"), or thereafter, fails to Complete the Project within twenty-nine (29) calendar months after the date of Commencement ("**Completion Deadline**"), then (A) Developer shall neither be entitled to receive a waiver of, nor shall the City be obligated to pay on behalf of the Developer or any successor(s) or assign(s), any Fees, regardless of whether the Fees accrue or accrued prior to or after expiration of the Commencement Deadline or the Completion Deadline, as applicable, and (B) Developer shall not be entitled to receive, and the Authority shall not be obligated to pay, any Authority Payments that accrue after expiration of the Commencement Deadline or the Completion Deadline, as applicable.

b. Notwithstanding the foregoing, Developer may request an extension of either the Commencement Deadline and/or the Completion Deadline by delivering a written request for the same to the City Manager to schedule for consideration by the City Council at the next scheduled City Council meeting. City Council approval will be required to grant any extension request.

4. Acquisition of Rood Avenue ROW. Within thirty (30) days after Completion of the Project, Developer shall sell to the City, and the City shall acquire from Developer, the approximately 0.38-acre portion of Rood Avenue depicted on Exhibit B along with the improvements to be constructed on such property in accordance with the approved plans for the Project (the "**Rood Avenue ROW**") for use as a public right of way, by means of special warranty deed, AS-IS and without representation or warranty of any kind, express or implied, but

subject to the warranty requirements in the Code. The City shall pay the Developer \$300,000 for Rood Avenue ROW concurrently with the sale of the Rood Avenue ROW to the City. The closing of such sale will occur by means of an escrow established with First American Title Company (the "Title Company"), and the City and Developer agree to execute commercially reasonable escrow instructions with the Title Company to effect the closing of such sale. In accordance with Paragraph 3, Developer shall have no obligation under this Agreement to construct all or any portion of the improvements for the Rood Avenue ROW and may, in its sole discretion, elect to undertake none, all, or only certain phases of the Rood Avenue ROW, and to Commence and Complete the Rood Avenue ROW at any time or never, subject to the City's entitlement and permitting process.

5. Terms and Conditions of Agreement, Default: In the event a Party fails or refuses to perform according to the terms of this Agreement, that Party shall be declared in default. In the event of a default, the defaulting Party is permitted thirty (30) calendar days to cure said default after receipt of Notice consistent with this Agreement. In the event a default remains uncured after the 30-day period, the Party declaring default may:

- a. Terminate the Agreement; or
- b. Bring an action for its actual damages, injunction, specific performance, and/or for mandamus (including without limitation to enforce a current annual appropriation made to pay an amount due or owing hereunder) or other appropriate equitable remedy.

The foregoing remedies shall be cumulative and shall be the sole and exclusive remedies for a default of this Agreement, and all other remedies are hereby waived. In the event the default causes the other Party not in default to commence legal or equitable action against the defaulting Party, the defaulting Party will be liable to the non-defaulting Party for the costs incurred by reason of the default, including reasonable attorneys' fees and costs. Except as provided in this Paragraph 4, no Party shall be entitled to recover or claim damages for an event of default by the defaulting Party, including, without limitation, lost profits, economic damages, or actual, direct, incidental, consequential, exemplary, or punitive damages for any other Party's breach of this Agreement.

6. No Waiver of Grand Junction Municipal Code ("Code"): Except for the express incentives offered by the City as stated herein, this Agreement does not waive any part or provision of the Code.

7. Governmental Immunity: The Parties agree that the City and the Authority, in entering this Agreement, do not waive governmental immunity as described in C.R.S. 24-10-101, *et seq.* No part of this Agreement shall be deemed to create a waiver of immunity as defined therein or by case law construing the law.

8. Service of Notices: All notices required or permitted pursuant to this Agreement must be made in writing and delivered in person, by prepaid overnight express mail or overnight courier service, or by certified mail or registered mail, postage prepaid return receipt requested, or by e-mail, to the other Parties' authorized representatives (or their successors) as identified

herein at the addresses listed below. All notices shall be deemed effective when actually delivered as documented in a delivery receipt, or, if delivered by e-mail, as documented in a delivery or read receipt, whichever is earlier; provided, however, that if the notice is affirmatively refused or cannot be delivered during customary business hours by reason of (a) the absence of a signatory to acknowledge receipt, or (b) a change of address with respect to which the addressor had neither actual knowledge nor written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery.

For the City: City Manager
City of Grand Junction
Attention: Greg Caton
250 North 5th Street
Grand Junction, CO 81501
Email: gregc@gjcity.org

With copy to: City Attorney
City of Grand Junction
Attention: John Shaver
250 North 5th Street
Grand Junction, CO 81501
Email: johns@gjcity.org

For the Authority: Downtown Grand Junction Development Authority
Attention: Brandon Stam
101 South 3rd Street, Suite 100
Grand Junction, CO 81501
Email: brandon@downtown.org

For Developer: Conjunction Junction, LLC
c/o Richmark Real Estate Partners, LLC ~~(What is the relationship
between?)~~
5200 W. 20th Street
Greeley, CO 80634
Attn: Adam Frazier
Email: ~~adam@richmarkcompanies.com~~ adam@richmarkcompanies.com

With copy to: Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202
Attn: Carolynne C. White, Esq.
Charlie J. Smith, Esq.
Email: cwhite@bhfs.com
~~ejsmith@bhfs.com~~ cjsmith@bhfs.com

9. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and of this Agreement

will remain enforceable to the fullest extent permitted by law.

10. Venue and Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Colorado. Venue for all actions regarding this Agreement shall be in Mesa County, Colorado.

11. Assignment:

a. The City, Developer, and Authority shall not assign any rights or obligations under this Agreement without the prior written consent of the other Parties except as follows.

b. Prior to Completion, Developer may assign, pledge, collaterally assign, or otherwise encumber all or any part of this Agreement, including without limitation its right to receive any payment or reimbursement, without any Party's consent, but after written notice to the City and the Executive Director of Authority containing the name and address of the assignee, to: (a) any lender or other party that provides acquisition, construction, working capital, tenant improvement, or other financing to Developer in connection with the Project or acquisition or ownership of the Property as collateral or security for such financing; or (b) one or more subsidiaries, parent companies, special purpose entities, affiliates controlled by or under common control or ownership with Developer, or joint venture entities formed by Developer or with its investors or partners to develop, own, and/or operate all or a portion of the Property or of the improvements to be constructed thereon (each assignee in (a) and (b) being a "Permitted Assignee").

c. After Completion, Developer shall have the right to assign all or any portion of this Agreement to a purchaser of all or a portion of the Property without the written consent of the other Parties but shall provide written notice to the City and the Executive Director of the Authority containing the name and address of the assignee within 5 business days of such conveyance and assignment.

d. If consent is required, it shall not be unreasonably withheld, delayed, or conditioned.

e. The restrictions on assignment contained in this Agreement apply only to a potential assignment of all or a portion of the rights and obligations pursuant to this Agreement and shall not be interpreted to restrict in any way the conveyance of one or more interests in all or a portion of the Property which is the subject of this Agreement.

f. Nothing in this Agreement modifies or waives the obligations or responsibilities of either Developer or Developer's assignee under the Code and other applicable law, rule or regulation.

g. No assignment of this Agreement by Developer, whether or not such assignment requires the consent of the City or the Authority, shall relieve Developer of its obligations contained within this Agreement. Any purported assignment that does not comply

with this provision is void. This Agreement is binding and inures to the benefit of the parties and their respective permitted successors and assigns, subject to this Paragraph ~~10~~11.

12. No Third-Party Beneficiaries: It is expressly understood and agreed that the terms and enforcement of the terms of this Agreement, and all rights of action relating to enforcement, are strictly reserved to the Parties. Nothing in this Agreement shall give or allow any claim or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that no person or entity, other than the Parties hereto, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

13. Modifications and Amendments: This Agreement shall not be modified, revoked, or amended except by written agreement signed by all Parties.

14. Counterparts: This Agreement may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Agreement. Additionally, a copy of an executed original Agreement signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail.

15. Nonliability of Officials, Agents, Members, and Employees. Except for willful or wanton actions, no trustee, board member, commissioner, official, employee, consultant, manager, member, shareholder, attorney, or agent of any Party, will be personally liable under this Agreement, or in the event of any default, or for any amount that may become due to any Party.

16. Cooperation Regarding Defense. In the event of any litigation or other legal challenge involving this Agreement or the ability of any Party to enter into this Agreement that is not brought by a Party, the Parties will cooperate and subject to a mutually acceptable joint defense agreement jointly defend against such action or challenge, to the extent permitted by law.

17. Additional Documents or Actions. The Parties agree to execute any reasonable additional documents or take any reasonable additional action, including but not limited to estoppel certificates requested or required by lenders or purchasers of the Property, that are: (a) reasonably necessary to carry out this Agreement, (b) reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement or the status of the Agreement and the Parties' actions hereunder, or (c) are reasonably necessary to effectuate the agreements and the intent of this Agreement. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement, are asserted or determined to be invalid, illegal, or are otherwise precluded, the Parties will use reasonable, diligent, good faith efforts to amend, reform, or replace such invalid, illegal, or precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefits that it would have received under this Agreement.

18. Waiver of Breach. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and will not operate or be construed as a waiver of any subsequent breach by any Party.

19. Binding Effect; Entire Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph permits the assignment of this Agreement except as set forth in Paragraph 4011. This Agreement represents the entire Agreement among the Parties with respect to the subject matter hereof and supersedes any prior written or oral agreements or understandings with regard to the subject matter of this Agreement.

20. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to §24-11-101(1), C.R.S., such day will be extended until the next day that is not one of the foregoing days.

21. Recording. The Parties will execute and acknowledge a memorandum of this Agreement, in form and substance attached hereto as Exhibit C, which will be recorded in the real property records of Mesa County, Colorado.

22. Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, consent, acceptance, or extension of time, the Parties agree that each will act in good faith.

23. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties will not be deemed to be partners or joint venturers, and no Party is responsible for any debt or liability of any other Party.

24. Force Majeure. If a Force Majeure Event occurs, the deadline for performance of any obligations affected by such Force Majeure Event shall be automatically extended for a period equal to the duration of such Force Majeure Event and Developer shall be excused from the performance of such obligations during such period. "Force Majeure Event" means any one or more of the following events or circumstances that, alone or in combination, directly or indirectly, adversely affects the Developer's performance of an obligation pursuant to this Agreement: fire, earthquake, storm or other casualty; strikes, lockouts, or other labor interruptions or shortages; COVID-19 and other pandemics or epidemics; war, rebellion, riots, acts of terrorism, or other civil unrest; acts of Nature; disruption to local, national, or international transport services; prolonged shortages of materials or equipment, epidemics; severe adverse weather; the discovery of previously unknown facilities, improvements, or other features or characteristics of the Property; delays in the demolition of existing structures, including without limitation delays related to the remediation or removal of asbestos or other hazardous materials; Entitlement Delays; Material Litigation; and any other event, similar or dissimilar to the above, whether foreseeable or unforeseeable, known or unknown, that is beyond the Developer's reasonable control. Without in any way obligating the City to provide comments within any specific time period, if the City takes longer than twenty-one (21) days after receipt of any complete application for approval any site plan, plat, or other approval, entitlement, or

permit for the Project, or any resubmission of the same, to provide Developer with a complete set of comments from each City agency, department, and referral agency on such application or resubmission, each day after such twenty-one (21) day period shall constitute “Entitlement Delays”. “Material Litigation” includes litigation, appeals, and administrative actions related to the entitlement, permitting, development, financing, or construction of the Project, including without limitation claims brought pursuant to C.R.C.P. § 106(a)(4) to the extent not initiated by the Developer, and any litigation brought by Developer against the City, Authority, or both arising out of or related to this Agreement or performance of the obligations set forth herein, but only if such litigation, appeal, or administrative action delays development of the Project for a period of more than five consecutive business days.

25. Estoppel Certificates. The City and Authority, at any time and from time to time upon not less than ten (10) business days’ prior written notice from Developer, agrees to execute and deliver to Developer an estoppel certification in the form attached as Exhibit D, which form is acceptable to the Authority, Developer, and the City.

26. Representations and Warranties

a. Developer represents and warrants to the City and Authority that the following statements are true as of the Effective Date:

i. *No Litigation.* There is no pending or, to Developer’s actual knowledge, threatened litigation or claim against the Project or the Developer related to the Project that would prohibit Developer from performing its obligations in this Agreement or render this Agreement invalid.

ii. *Authorization.* Developer has all requisite power and authority to perform its obligations under this Agreement and the execution, delivery, and is duly and validly authorized to execute, enter into, and perform the obligation set forth in this Agreement. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by Developer in connection with the transaction herein, ~~including but not limited to the Preliminary Financing Plan and the Conceptual Plans,~~ shall constitute valid and binding obligations of Developer, enforceable against Developer in accordance with the terms of this Agreement.¹ The Preliminary Financing Plan may be in the form of a loan commitment and be based on the project budget reviewed and approved by the lender issuing the loan commitment.

iii. *Organization of Developer.* Developer is a duly organized and validly existing limited liability company under the laws of the State of Colorado

¹ NTD: The Preliminary Financing Plan and Conceptual Plans are not agreements that are executed by Developer, and aren’t enforceable against Developer. They are preliminary and conceptual and are being provided for informational purposes.

and with full power to enter into and to perform its obligations under this Agreement. ~~In consideration of the Parties entering into this Agreement Richmark Real Estate Partners LLC ("Richmark") shall be the guarantor of the Developer for all obligations, demands and purposes arising out of and under this Agreement. Richmark irrevocably and unconditionally guarantees to the City and the Authority the due, full, and punctual performance and discharge by the Developer of all obligations under or arising from the Agreement and that Richmark will undertake, perform, and discharge whenever the Developer fails to perform or discharge any such obligation(s) when due.~~

iv. **No Breach or Prohibition.** To Developer's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against Developer. To Developer's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which Developer is a party, or (b) conflict with or result in the breach or violation of any laws applicable to Developer or the Project.

b. The City represents and warrants to Developer and the Authority that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to the City's actual knowledge, threatened litigation or claim against the City that would prohibit the City from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Organization.** The City is a home rule municipal corporation organized under the constitution and laws of the State of Colorado, validly existing under the laws of the State of Colorado and has the power and authority to transact the business in which it is engaged.

iii. **Authority.** All governmental proceedings required to be taken on the part of the City to execute and deliver this Agreement and to consummate the transactions contemplated hereby have been duly and validly taken under the Grand Junction Municipal Charter provisions, subject to any referendum rights set forth in Article XVI Section 136 of such Grand Junction Municipal Charter. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by the City in connection with the transaction herein shall constitute valid and binding obligations of the City, enforceable against the City in accordance with their terms.

iv. **No Breach or Prohibition.** To the City's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by

any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the City. To the City's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which the City is a party, or (b) conflict with or result in the breach or violation of any laws applicable to the City or the Project.

c. The Authority represents and warrants to the City and Developer that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to the Authority's actual knowledge, threatened litigation or claim against the Authority that would prohibit the Authority from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Organization.** The Authority is a body corporate and politic of the State of Colorado, validly existing under the laws of the State of Colorado and has the power to enter into this Agreement.

iii. **Authority.** All proceedings required to be taken on the part of the Authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby have been duly and validly taken under the Authority's governing documents. Each person executing and delivering this Agreement has due and proper authority to execute and deliver this Agreement. This Agreement shall constitute a valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms.

iv. **No Breach or Prohibition.** To the Authority's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the Authority. To the Authority's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which the Authority is a party, or (b) conflict with or result in the breach or violation of any laws applicable to the Authority.

[SIGNATURE PAGES TO FOLLOW]

The Parties hereby agree to the same and execute this Agreement by their duly authorized representatives as follows:

City of Grand Junction, Colorado

Mayor

City Clerk

Date

Downtown Grand Junction Development Authority

Authorized Signature

Printed Name

Date

Developer

~~CONJUNCTION JUNCTION~~ Conjunction Junction, LLC,
a Colorado limited liability company

By: Western States Management Services, LLC,
a Colorado limited liability company,
its Manager

By: _____

~~Richmark Real Estate Partners, LLC as guarantor ???~~

By: _____

Signature Pages – 1

Approved as to Substance:

City Manager

Approved as to Legal Form:

City Attorney

Approved as to Availability of Funds:

Director of Finance

EXHIBIT A

[Signature Pages – 3](#)

EXHIBIT A

[Legal Description and Depiction]

Tamra Allen [TA1] July 1, 2022 12:28 AM
Has Renee reviewed the legal description?

(Added graphics)lusive, in Block 99 of THE CITY OF GRAND JUNCTION, together with the vacated East/West alleyway in Block 99 vacated by City Ordinance No. 2398 and recorded in Book 1709 at Page 1000 in the records of the Mesa County Clerk and Recorder, AND ALSO together with the North one-half of vacated Rood Avenue located 50 feet East of the East line of the Intersection of First Street and Rood Avenue to the West line of the Intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398, AND ALSO together with the West one-half of vacated Second Street adjacent to the East Lines of Lots 12 and 13 In said Block 99 between the South Line of White Avenue and the North Line of Rood Avenue vacated by said City Ordinance No. 2398.

AND ALSO Lots 3 through 19, both inclusive, in Block 100 of THE CITY OF GRAND JUNCTION, EXCEPTING AND EXCLUDING THEREFROM the South 10 feet of Lots 13 through 19, Block 100 of THE CITY OF GRAND JUNCTION, together with the South one-half of the vacated Rood Avenue located 50 feet East of the East Line of the intersection of First Street and Rood Avenue to the West Line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398,

AND ALSO together with the North one-half of the vacated East/West alleyway adjacent to Lots 3 through 12 In said Block 100,

AND ALSO together with the South one-half of the vacated East/West alleyway adjacent to Lots 13 through 19 In said Block 100 vacated by said City Ordinance No. 2398, AND ALSO Lots 29 through 32, both inclusive, in Block 98, THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the South one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Clerk and Recorder,

AND ALSO Lots 13, 14, 15 and 16 In Block 78 of THE CITY OF GRAND JUNCTION,

AND ALSO Lots 1 through 4, both inclusive, in Block 98 of THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the North one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Recorder,

LESS AND EXCEPT that portion conveyed to the Department of Transportation, State of Colorado by Warranty Deed recorded April 14, 2021 at Reception No. 2976333 of the records of the Mesa County Clerk and Recorder,

All in Mesa County,
State of Colorado.

Ex. A - 1

EXHIBIT B

Conceptual Plans

[to be attached]

Ex. B - 1

EXHIBIT C

Form of Memorandum of Redevelopment Agreement

Recording Requested By
And When Recorded Return To:
Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver, CO 80202
Attention: Kathy Golden

MEMORANDUM OF REDEVELOPMENT AGREEMENT

THIS MEMORANDUM OF REDEVELOPMENT AGREEMENT is made as of _____, 2022, by and among CONJUNCTION JUNCTION, LLC, a Colorado limited liability company, or its successors and assigns permitted in accordance with Paragraph ~~1011~~ (“Developer”), the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“City”), and the DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“Authority”). Developer, City, and Authority are sometimes collectively called the “Parties,” and individually, a “Party.”

The Parties entered into that certain Redevelopment Agreement, dated _____, 2022 (the “Redevelopment Agreement”) pertaining to the redevelopment of the real property described therein and on Exhibit A, attached hereto (the “Property”). All initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, the City has agreed to waive certain Fees, not to exceed the Fee Cap, and the Authority has agreed to make certain Authority Payments to the Developer, such obligations being contingent upon Developer having Commenced and Completed construction of the Project by the Commencement Deadline and Completion Deadline, respectively.

This Memorandum may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Memorandum. Additionally, a copy of an executed original Memorandum signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail. Nothing in this Memorandum shall be deemed or interpreted to amend the Redevelopment Agreement. In the event of any conflict between the terms and conditions of this Memorandum and the terms and conditions of the Redevelopment Agreement, the terms and conditions of the Redevelopment Agreement shall supersede and control. The purpose of this Memorandum is merely to provide notice of the existence of the Redevelopment Agreement.

Ex. C - 1

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EXHIBIT "A"

Legal Description

Lots 1 through 24, both inclusive, in Block 99 of THE CITY OF GRAND JUNCTION, together with the vacated East/West alleyway in Block 99 vacated by City Ordinance No. 2398 and recorded in Book 1709 at Page 1000 in the records of the Mesa County Clerk and Recorder, AND ALSO together with the North one-half of vacated Rood Avenue located 50 feet East of the East Line of the intersection of First Street and Rood Avenue to the West line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398, AND ALSO together with the West one-half of vacated Second Street adjacent to the East Lines of Lots 12 and 13 in said Block 99 between the South Line of White Avenue and the North Line of Rood Avenue vacated by said City Ordinance No. 2398.

AND ALSO Lots 3 through 19, both inclusive, in Block 100 of THE CITY OF GRAND JUNCTION, EXCEPTING AND EXCLUDING THEREFROM the South 10 feet of Lots 13 through 19, Block 100 of THE CITY OF GRAND JUNCTION, together with the South one-half of the vacated Rood Avenue located 50 feet East of the East Line of the intersection of First Street and Rood Avenue to the West Line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398,

AND ALSO together with the North one-half of the vacated East/West alleyway adjacent to Lots 3 through 12 in said Block 100,

AND ALSO together with the South one-half of the vacated East/West alleyway adjacent to Lots 13 through 19 in said Block 100 vacated by said City Ordinance No. 2398, AND ALSO Lots 29 through 32, both inclusive, in Block 98, THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the South one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Clerk and Recorder,

AND ALSO Lots 13, 14, 15 and 16 in Block 78 of THE CITY OF GRAND JUNCTION,

AND ALSO Lots 1 through 4, both inclusive, in Block 98 of THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the North one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Recorder,

LESS AND EXCEPT that portion conveyed to the Department of Transportation, State of Colorado by Warranty Deed recorded April 14, 2021 at Reception No. 2976333 of the records of the Mesa County Clerk and Recorder,

All in Mesa County,
State of Colorado.



EXHIBIT D

Form of Estoppel Certificate

To: CONJUNCTION JUNCTION, LLC, a Colorado limited liability company (“Developer”)

From: [CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“City”)] [OR] [DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“Authority”)]

Date: _____, 20__

Re: The Redevelopment Agreement, dated as of _____, 2022, by and between Developer, the [City / Authority], and the [CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“City”)] [OR] [DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“Authority”)]. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

The [City / Authority] hereby certifies, warrants, represents, and agrees, as of the date hereof, as follows:

1. The Agreement is in full force and effect and has not been modified, supplemented, or amended in any way, except as expressly described above.

2. The Developer has timely and fully performed its obligations under the Agreement through the date of this Estoppel Certificate. There exists no default under, violation of, or failure to comply with the Agreement, and no event has occurred, or circumstance exists that, with the giving of notice or the lapse of time, or both, would constitute a default under, violation of, or failure to comply with the Agreement.

3. The Commencement Deadline is _____ and the Completion Deadline is _____.

4. The Developer Commenced the Project on _____ and Completed the Project on _____. [modify as applicable]

5. Through the date of this Agreement, [the Authority has made \$ _____ in Authority Payments] / [the City has waived or paid \$ _____ in Fees] in accordance with this Agreement.

6. The [City / Authority] hereby approves of the Developer’s assignment of the Agreement to _____. [OR] _____ is a Permitted Assignee under the Agreement. [modify as applicable]

Ex. D – 1

24118810.13

7. The Agreement was approved by [the City at a public hearing held on _____ pursuant to Ordinance _____] / [the Authority at a public hearing held on _____ pursuant to Resolution _____].

8. The [City / Authority] agrees that _____ days of Force Majeure delays have accrued under the Agreement.

9. The [City / Authority] has not assigned the Agreement.

10. The undersigned is duly authorized to sign and deliver this Estoppel Certificate, and no other signature is required or necessary in connection with the execution and validity of this Estoppel Certificate. The representations and warranties of the [City / Authority] made in the Agreement are true, complete, and accurate as of the date of this Estoppel Certificate.

11. This Estoppel Certificate shall inure to the benefit of Developer and its successors, assigns, and lenders (the "Reliance Parties"), and the foregoing certificates, representations, warranties, and agreements shall be binding upon the [City / Authority] and its successors and assigns, and inure to the benefit of the Reliance Parties.

[signature on following page]

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Ex. ED - 2

24118810.13

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be executed as of the day and year first written above.

[CITY OR AUTHORITY SIGNATURE BLOCK]

By: _____

Name: _

Title: _

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Ex. ED - 3

24118810.13

EXHIBIT E

Preliminary Financing Plan

[to be attached]

Ex. E - 1

24118810.14

SCHEDULE 1

~~[Table eliminated]~~ Authority Payments ~~(Clean up required)~~

Authority Payments	Amounts
Payment 1	\$ 225,000
Payment 2	\$ 350,000
Payment 3	\$ 600,000
Payment 4	\$ 700,000
Payment 5	\$ 600,000
Payment 6	\$ 500,000
Payment 7	\$ 300,000
Payment 8	\$ 225,000
Total	\$ 3,500,000

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Schedule 1 – 1

~~24118810.13~~ [24118810.14](#)

Summary report:	
Litera Compare for Word 11.2.0.54 Document comparison done on 7/11/2022 12:56:17 PM	
Style name: Brownstein	
Intelligent Table Comparison: Active	
Original DMS: iw://dm.bhfs.com/ACTIVE/24118810/13	
Modified DMS: iw://dm.bhfs.com/Active/24118810/14	
Changes:	
Add	53
Delete	28
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	7
Embedded Excel	0
Format changes	0
Total Changes:	88

Sources & Uses

USES			
	Description	%	\$\$\$
1	Acquisition Costs	4%	\$ 2,600,000
2	Horizontal & Vertical Costs	73%	\$ 49,367,645
3	Soft Costs	8%	\$ 5,372,999
4	City Fees & Use Tax	3%	\$ 2,133,954
5	Contingency	9%	\$ 6,175,496
6	Lender Costs and Interest Reserve	3%	\$ 2,153,616
TOTAL USES			\$ 67,803,710
SOURCES			
	Description	%	\$\$\$
7	ANB Bank ⁽¹⁾	55%	\$ 37,292,040
8	City Waiver of Fees	3%	\$ 2,133,954
9	City Acquisition of ROOD Ave.,	0.4%	\$ 300,000
10	DDA Payments #1 & #2	1%	\$ 575,000
11	Equity ⁽²⁾	41%	\$ 27,502,716
TOTAL SOURCES			\$ 67,803,710

Footnotes:

1. Please see attached commitment letter from ANB Bank.
2. Equity is inclusive of \$3.2 million spent to date. Please see attached letter from a 3rd party CPA verifying sufficient funds.



Bartels & Company, LLC
CERTIFIED PUBLIC ACCOUNTANTS

July 13, 2022

To whom it may concern,

As the third party Certified Public Accountant for the Richardson family and their multiple business entities (collectively "Richmark") I am writing this letter to inform you that I have reviewed the organizational structure of Conjunction Junction, LLC (the "Company"), the sources and uses included in this Preliminary Financing Plan and the personal financials for each the of individual Richardson family members that are participating in the ownership of the Company.

Upon my review I can confirm that (i) the members of the Company are all individuals of the Richardson family and (ii) the members of the Company have the financial capacity to fund the equity as noted in the sources and uses. I acknowledge that the City of Grand Junction and the DDA is relying on this letter and the above representations in making their decisions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Richard J. Bartels', written in a cursive style.

Richard J. Bartels
President

July 13, 2022

Conjunction Junction LLC aka "The Junction"
200 Rood Ave.
Grand Junction, CO

Re: Bank financing

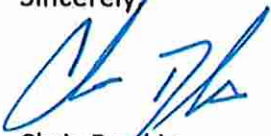
To whom it may concern:

ANB Bank is pleased to extend an approval to you for portfolio financing in the amount of \$37,500,000. The loan amount shall be limited to the lesser of 55% of the project cost or 60% of the appraised complete value.

This loan approval is based upon an analysis of information submitted by Conjunction Junction LLC and Richmark Holdings Inc. We have reviewed the project plans and budget and have determined that the development group has the expertise and financial capacity to complete the project. ANB Bank is pleased to be the lending partner on this project.

Thank you for choosing ANB Bank for your lending needs! We are committed to a smooth loan process and unparalleled customer service. Please contact call me directly at 970-254-1805 with any questions.

Sincerely,



Chris Dunkin

Community Bank President

ANB Bank

2608 N 12th St

Grand Junction, CO 81501

NMLS ID #: 985181



July 11, 2022

Doug Simons Jr.
c/o Grand Junction Downtown Development Authority Board
101 S. 3rd Street, Suite 100
Grand Junction, CO 81501

Via Electronic Mail Delivery

Re: 200 Rood Redevelopment – Conjunction Junction LLC/Richmark Real Estate Partners LLC

Dear Chair Simons and Members of the DDA Board,

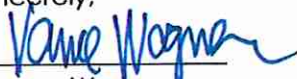
With this letter I write regarding the Grand Junction Downtown Development Authority Board (DDA Board) consideration of a redevelopment incentive agreement with Conjunction Junction LLC/Richmark Real Estate Partners LLC for the property located at 200 Rood Avenue. The proposed agreement will be before the DDA Board at its July 14, 2022, meeting.

Because my employer ANB Bank has had some negotiations with the possible developer of the project, and because those negotiations may develop into ANB lending on the project, I am providing this written notice of my recusal from participation in the DDA Board deliberations of the draft agreement. I will not be involved in any recommendation either for or against the agreement, and if the agreement is approved, I will not vote or otherwise participate in any action relative to the possible annual appropriation of tax increment by the DDA Board for the project.

I have consulted with the Board's legal counsel, and he has advised that to avoid any appearance of a conflict of interest that I recuse myself from the consideration of the proposed agreement and/or if the agreement is approved by the DDA Board and the City Council, any approval of any budget expenditure by the DDA Board in support of the project.

I ask that Vonda file a copy of this letter in the DDA records.

Sincerely,



Vance Wagner

Grand Junction Downtown Development Authority Board
Grand Junction, Colorado

pc: Greg Caton
John Shaver

**REDEVELOPMENT AGREEMENT
(200 ROOD AVE., GRAND JUNCTION, CO)**

This REDEVELOPMENT AGREEMENT (this “**Agreement**”) dated as of _____, 2022 (“**Effective Date**”), is made by and among CONJUNCTION JUNCTION, LLC, a Colorado limited liability company, or its successors and assigns permitted in accordance with Paragraph 11 (“**Developer**”), the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”), and the DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“**Authority**”). Developer, City, and Authority are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

RECITALS

WHEREAS, Developer is the owner of certain real property known as 200 Rood Avenue, Grand Junction, CO, and as described and depicted in Exhibit A, attached hereto (hereinafter known as the “**Property**”); and

WHEREAS, the Property is located within the boundaries of the Downtown Development Authority district (the “**DDA District**”), which Property is blighted and will benefit from the Authority undertaking an effort at redevelopment; and

WHEREAS, the formation of the DDA District also included the establishment of tax increment financing, which provides a financial tool as authorized under state law to stimulate and support certain redevelopment activities; and

WHEREAS, commensurate with the formation of the DDA District, a Plan of Development (“**Plan of Development**”) encompassing the legal boundaries of the Authority was adopted by the Grand Junction City Council in a Resolution adopted and approved on December 16, 1981; and

WHEREAS, the Authority may extend financial support from its tax increment district to secure the redevelopment of the Property/development of the Project; and

WHEREAS, Developer has provided the City and the Authority with the preliminary financing plan attached hereto as Exhibit E (the “**Preliminary Financing Plan**”), which evidences to the City and Authority that the Developer has the financial capacity to undertake the Project;

WHEREAS, consistent with the City’s Comprehensive Plan, the City has established and adopted a physical area within the community known as the Redevelopment Boundary Area and associated Redevelopment Policy adopted by Resolution 93-19 and amended by Resolution 03-20 (“**Redevelopment Boundary Area**”), within which it has identified property conditions that warrant support to stimulate reinvestment to deter properties from economic and physical deterioration due to their age and condition; and

WHEREAS, The Plan of Development was amended by Ordinances 4881 and most recently by Ordinance 4937 known as Vibrant Together: A Downtown Initiative – A Plan of

Development of Downtown, adopted by the Authority. The Authority has expressed an interest in working with the City to develop a program to jump-start redevelopment by lowering operating costs for developers in the DDA District; and

WHEREAS, with the establishment and adoption of the Vibrant Together - Plan of Development, the City Council made findings that establishment of the Redevelopment Boundary Area would serve a public use, and promote the health, safety, prosperity, security, and general welfare of the inhabitants of the City, and would halt or prevent the deterioration of property values or structures within the central business district and the growth of blighted areas therein, and by making such findings authorized the City to incur obligations, and to pledge as security therefor the tax increments consistent with the provisions of §§ 31-25-801 - 822, C.R.S.; and

WHEREAS, the Property is also located within the Redevelopment Boundary Area; and

WHEREAS, Developer intends to redevelop the Property as a multi-family residential project, featuring at least 250 residential units, together with related amenities and uses (collectively, the “**Project**”); and

WHEREAS, construction of the Project is consistent with the adopted Plan of Development and, as such, will reduce conditions of distress or disinvestment in the DDA District; maximize the efficient provision of infrastructure and public services throughout the DDA District; will ensure the availability of housing to area residents; and will provide a dense population of customers for the surrounding businesses; and

WHEREAS, the City and DDA have reviewed the conceptual plans for the Project attached hereto as Exhibit B (the “**Conceptual Plans**”), and determined the Project is substantially consistent with the City’s Zoning and Development Code and will further stated goals and policies of the City’s 2020 One Grand Junction Comprehensive Plan and the Plan of Development. The Parties acknowledge that the final design of the Project will be subject to the City’s entitlement and permitting process; and

WHEREAS, the Authority has determined that the acquisition, construction, and installation of the Project will serve a public purpose and contribute to the redevelopment of the DDA District as contemplated by the Plan of Development as amended.

NOW, THEREFORE, the Parties hereto, for themselves, their permitted successors, and assigns, in and for valuable consideration, including but not limited to, the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant, and agree as follows:

DEFINITIONS

1. “**Act**” means Part 8 of Article 25 of Title 31, Colorado Revised Statutes.
2. “**Authority Payments**” has the meaning set forth in Paragraph 2(A) below.
3. “**Commence**” “**Commenced**” or “**Commencement**” means the beginning of on-

site physical construction of the Project, including without limitation demolition of existing structures.

4. **“Complete” “Completed” or “Completion”** means issuance of temporary or final certificates of occupancy for all buildings within the Project.

5. **“Conceptual Plans”** are/consists of the documents marked and attached to this agreement as Exhibit B.

6. **“DDA District”** has the meaning assigned to such term in the Recitals.

7. **“Fees”** means all fees imposed by the City with respect to the development of the Project, including, without limitation, any City application fees, impact fees (*e.g.*, Parks & Recreation, Fire, Traffic, Park Dedication, *etc.*), development review fees, fees imposed as a condition to the issuance of a City Planning Clearance or other permit, tap fees, and City sales and use tax charged for materials used in construction of the Project.

8. **“Fee Cap”** means \$2,408,219.

9. **“Plan of Development”** has the meaning assigned to such term in the Recitals.

10. **“Preliminary Financing Plan”** is/consists of the documents marked and attached to this agreement as Exhibit E.

11. **“Project”** has the meaning assigned to such term in the Recitals.

12. **“Property”** the real property that is depicted and described in Exhibit A hereto.

AGREEMENT

1. Waiver of Fees. In consideration of the terms of this Agreement, the City hereby waives, and/or shall cause the payment of, all Fees, not to exceed the Fee Cap as provided herein.

2. Authority Payments.

a. From and after the Commencement of the Project, the Authority shall, subject to annual appropriation, pay to Developer those amounts set forth on Schedule 1 attached hereto and incorporated herein (the **“Authority Payments”**), with (i) the first Authority Payment being due and payable to Developer on or before the date that is thirty (30) days after Developer notifies the Authority in writing that Developer has Commenced the Project; (ii) the second Authority Payment being due and payable to Developer on or before the date that is thirty (30) days after Developer notifies the Authority in writing that Developer has incurred \$20,000,000 or more in total costs to design and develop the Project, which notice shall be accompanied by a letter or other evidence from the construction lender for the Project confirming the same; (iii) the third Authority Payment being due and payable to Developer on or before the date that is thirty (30) days after Developer notifies the Authority in writing that Developer has Completed the Project;

and (iv) each Authority Payment thereafter being due and payable on the anniversary of the Completion of the Project until all of the Authority Payments listed on Schedule 1 have been paid to the Developer.

b. The Authority shall not initiate any action that impairs the rights of the Parties under this Agreement or prohibits or restricts the Authority's performance of any of its obligations under this Agreement.

c. The Authority has determined that the acquisition, construction, and installation of the Project will serve a public purpose and promote development/ redevelopment as contemplated by the Plan of Development as amended and Colorado law.

3. Development Deadlines.

a. Notwithstanding anything to the contrary in this Agreement: (i) Developer shall have no obligation to construct all or any portion of the Project, or to timely Commence or Complete the Project; (ii) Developer may, in its sole discretion, elect to undertake none, all, or only certain phases of the Project, and to Commence and Complete the Project at any time; and (iii) if the Developer elects to undertake all or any portion of the Project, Developer acknowledges that the Project will be subject to the City's entitlement and permitting process. If, subject to Paragraph 23 below, Developer fails to Commence the Project on or before the date that is seven (7) calendar months after the Effective Date ("**Commencement Deadline**"), or thereafter, fails to Complete the Project within twenty-nine (29) calendar months after the date of Commencement ("**Completion Deadline**"), then (A) Developer shall neither be entitled to receive a waiver of, nor shall the City be obligated to pay on behalf of the Developer or any successor(s) or assign(s), any Fees, regardless of whether the Fees accrue or accrued prior to or after expiration of the Commencement Deadline or the Completion Deadline, as applicable, and (B) Developer shall not be entitled to receive, and the Authority shall not be obligated to pay, any Authority Payments that accrue after expiration of the Commencement Deadline or the Completion Deadline, as applicable.

b. Notwithstanding the foregoing, Developer may request an extension of either the Commencement Deadline and/or the Completion Deadline by delivering a written request for the same to the City Manager to schedule for consideration by the City Council at the next scheduled City Council meeting. City Council approval will be required to grant any extension request.

4. Acquisition of Rood Avenue ROW. Within thirty (30) days after Completion of the Project, Developer shall sell to the City, and the City shall acquire from Developer, the approximately 0.38-acre portion of Rood Avenue depicted on Exhibit B along with the improvements to be constructed on such property in accordance with the approved plans for the Project (the "**Rood Avenue ROW**") for use as a public right of way, by means of special warranty deed, AS-IS and without representation or warranty of any kind, express or implied, but subject to the warranty requirements in the Code. The City shall pay the Developer \$300,000 for Rood Avenue ROW concurrently with the sale of the Rood Avenue ROW to the City. The closing of such sale will occur by means of an escrow established with First American Title Company (the

“Title Company”), and the City and Developer agree to execute commercially reasonable escrow instructions with the Title Company to effect the closing of such sale. In accordance with Paragraph 3, Developer shall have no obligation under this Agreement to construct all or any portion of the improvements for the Rood Avenue ROW and may, in its sole discretion, elect to undertake none, all, or only certain phases of the Rood Avenue ROW, and to Commence and Complete the Rood Avenue ROW at any time or never, subject to the City’s entitlement and permitting process.

5. Terms and Conditions of Agreement, Default: In the event a Party fails or refuses to perform according to the terms of this Agreement, that Party shall be declared in default. In the event of a default, the defaulting Party is permitted thirty (30) calendar days to cure said default after receipt of Notice consistent with this Agreement. In the event a default remains uncured after the 30-day period, the Party declaring default may:

- a. Terminate the Agreement; or
- b. Bring an action for its actual damages, injunction, specific performance, and/or for mandamus (including without limitation to enforce a current annual appropriation made to pay an amount due or owing hereunder) or other appropriate equitable remedy.

The foregoing remedies shall be cumulative and shall be the sole and exclusive remedies for a default of this Agreement, and all other remedies are hereby waived. In the event the default causes the other Party not in default to commence legal or equitable action against the defaulting Party, the defaulting Party will be liable to the non-defaulting Party for the costs incurred by reason of the default, including reasonable attorneys’ fees and costs. Except as provided in this Paragraph 4, no Party shall be entitled to recover or claim damages for an event of default by the defaulting Party, including, without limitation, lost profits, economic damages, or actual, direct, incidental, consequential, exemplary, or punitive damages for any other Party’s breach of this Agreement.

6. No Waiver of Grand Junction Municipal Code (“Code”): Except for the express incentives offered by the City as stated herein, this Agreement does not waive any part or provision of the Code.

7. Governmental Immunity: The Parties agree that the City and the Authority, in entering this Agreement, do not waive governmental immunity as described in C.R.S. 24-10-101, *et seq.* No part of this Agreement shall be deemed to create a waiver of immunity as defined therein or by case law construing the law.

8. Service of Notices: All notices required or permitted pursuant to this Agreement must be made in writing and delivered in person, by prepaid overnight express mail or overnight courier service, or by certified mail or registered mail, postage prepaid return receipt requested, or by e-mail, to the other Parties’ authorized representatives (or their successors) as identified herein at the addresses listed below. All notices shall be deemed effective when actually delivered as documented in a delivery receipt, or, if delivered by e-mail, as documented in a delivery or read receipt, whichever is earlier; provided, however, that if the notice is affirmatively refused or cannot be delivered during customary business hours by reason of (a) the absence of a signatory to

acknowledge receipt, or (b) a change of address with respect to which the addressor had neither actual knowledge nor written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery.

For the City: City Manager
City of Grand Junction
Attention: Greg Caton
250 North 5th Street
Grand Junction, CO 81501
Email: gregc@gjcity.org

With copy to: City Attorney
City of Grand Junction
Attention: John Shaver
250 North 5th Street
Grand Junction, CO 81501
Email: johns@gjcity.org

For the Authority: Downtown Grand Junction Development Authority
Attention: Brandon Stam
101 South 3rd Street, Suite 100
Grand Junction, CO 81501
Email: brandon@downtown.org

For Developer: Conjunction Junction, LLC
c/o Richmark Real Estate Partners, LLC
5200 W. 20th Street
Greeley, CO 80634
Attn: Adam Frazier
Email: adam@richmarkcompanies.com

With copy to: Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202
Attn: Carolynne C. White, Esq.
Charlie J. Smith, Esq.
Email: cwhite@bhfs.com
cjsmith@bhfs.com

9. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and of this Agreement will remain enforceable to the fullest extent permitted by law.

10. Venue and Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Colorado. Venue for all actions regarding this Agreement shall be in Mesa County, Colorado.

11. Assignment:

a. The City, Developer, and Authority shall not assign any rights or obligations under this Agreement without the prior written consent of the other Parties except as follows.

b. Prior to Completion, Developer may assign, pledge, collaterally assign, or otherwise encumber all or any part of this Agreement, including without limitation its right to receive any payment or reimbursement, without any Party's consent, but after written notice to the City and the Executive Director of Authority containing the name and address of the assignee, to: (a) any lender or other party that provides acquisition, construction, working capital, tenant improvement, or other financing to Developer in connection with the Project or acquisition or ownership of the Property as collateral or security for such financing; or (b) one or more subsidiaries, parent companies, special purpose entities, affiliates controlled by or under common control or ownership with Developer, or joint venture entities formed by Developer or with its investors or partners to develop, own, and/or operate all or a portion of the Property or of the improvements to be constructed thereon (each assignee in (a) and (b) being a "**Permitted Assignee**").

c. After Completion, Developer shall have the right to assign all or any portion of this Agreement to a purchaser of all or a portion of the Property without the written consent of the other Parties but shall provide written notice to the City and the Executive Director of the Authority containing the name and address of the assignee within 5 business days of such conveyance and assignment.

d. If consent is required, it shall not be unreasonably withheld, delayed, or conditioned.

e. The restrictions on assignment contained in this Agreement apply only to a potential assignment of all or a portion of the rights and obligations pursuant to this Agreement and shall not be interpreted to restrict in any way the conveyance of one or more interests in all or a portion of the Property which is the subject of this Agreement.

f. Nothing in this Agreement modifies or waives the obligations or responsibilities of either Developer or Developer's assignee under the Code and other applicable law, rule or regulation.

g. No assignment of this Agreement by Developer, whether or not such assignment requires the consent of the City or the Authority, shall relieve Developer of its obligations contained within this Agreement. Any purported assignment that does not comply with this provision is void. This Agreement is binding and inures to the benefit of the parties and their respective permitted successors and assigns, subject to this Paragraph 11.

12. No Third-Party Beneficiaries: It is expressly understood and agreed that the terms and enforcement of the terms of this Agreement, and all rights of action relating to enforcement,

are strictly reserved to the Parties. Nothing in this Agreement shall give or allow any claim or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that no person or entity, other than the Parties hereto, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

13. Modifications and Amendments: This Agreement shall not be modified, revoked, or amended except by written agreement signed by all Parties.

14. Counterparts: This Agreement may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Agreement. Additionally, a copy of an executed original Agreement signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail.

15. Nonliability of Officials, Agents, Members, and Employees. Except for willful or wanton actions, no trustee, board member, commissioner, official, employee, consultant, manager, member, shareholder, attorney, or agent of any Party, will be personally liable under this Agreement, or in the event of any default, or for any amount that may become due to any Party.

16. Cooperation Regarding Defense. In the event of any litigation or other legal challenge involving this Agreement or the ability of any Party to enter into this Agreement that is not brought by a Party, the Parties will cooperate and subject to a mutually acceptable joint defense agreement jointly defend against such action or challenge, to the extent permitted by law.

17. Additional Documents or Actions. The Parties agree to execute any reasonable additional documents or take any reasonable additional action, including but not limited to estoppel certificates requested or required by lenders or purchasers of the Property, that are: (a) reasonably necessary to carry out this Agreement, (b) reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement or the status of the Agreement and the Parties' actions hereunder, or (c) are reasonably necessary to effectuate the agreements and the intent of this Agreement. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement, are asserted or determined to be invalid, illegal, or are otherwise precluded, the Parties will use reasonable, diligent, good faith efforts to amend, reform, or replace such invalid, illegal, or precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefits that it would have received under this Agreement.

18. Waiver of Breach. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and will not operate or be construed as a waiver of any subsequent breach by any Party.

19. Binding Effect; Entire Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph permits the assignment of this Agreement except as set forth in Paragraph 11. This Agreement represents the entire Agreement among the Parties with respect to the subject matter hereof and supersedes any prior written or oral agreements or

understandings with regard to the subject matter of this Agreement.

20. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to §24-11-101(1), C.R.S., such day will be extended until the next day that is not one of the foregoing days.

21. Recording. The Parties will execute and acknowledge a memorandum of this Agreement, in form and substance attached hereto as Exhibit C, which will be recorded in the real property records of Mesa County, Colorado.

22. Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, consent, acceptance, or extension of time, the Parties agree that each will act in good faith.

23. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties will not be deemed to be partners or joint venturers, and no Party is responsible for any debt or liability of any other Party.

24. Force Majeure. If a Force Majeure Event occurs, the deadline for performance of any obligations affected by such Force Majeure Event shall be automatically extended for a period equal to the duration of such Force Majeure Event and Developer shall be excused from the performance of such obligations during such period. "Force Majeure Event" means any one or more of the following events or circumstances that, alone or in combination, directly or indirectly, adversely affects the Developer's performance of an obligation pursuant to this Agreement: fire, earthquake, storm or other casualty; strikes, lockouts, or other labor interruptions or shortages; COVID-19 and other pandemics or epidemics; war, rebellion, riots, acts of terrorism, or other civil unrest; acts of Nature; disruption to local, national, or international transport services; prolonged shortages of materials or equipment, epidemics; severe adverse weather; the discovery of previously unknown facilities, improvements, or other features or characteristics of the Property; delays in the demolition of existing structures, including without limitation delays related to the remediation or removal of asbestos or other hazardous materials; Entitlement Delays; Material Litigation; and any other event, similar or dissimilar to the above, whether foreseeable or unforeseeable, known or unknown, that is beyond the Developer's reasonable control. Without in any way obligating the City to provide comments within any specific time period, if the City takes longer than twenty-one (21) days after receipt of any complete application for approval any site plan, plat, or other approval, entitlement, or permit for the Project, or any resubmission of the same, to provide Developer with a complete set of comments from each City agency, department, and referral agency on such application or resubmission, each day after such twenty-one (21) day period shall constitute "**Entitlement Delays**". "**Material Litigation**" includes litigation, appeals, and administrative actions related to the entitlement, permitting, development, financing, or construction of the Project, including without limitation claims brought pursuant to C.R.C.P. § 106(a)(4) to the extent not initiated by the Developer, and any litigation brought by Developer against the City, Authority, or both arising out of or related to this Agreement or performance of the obligations set forth herein, but only if such litigation, appeal, or administrative action delays development of the Project for a period of more than five consecutive business days.

25. Estoppel Certificates. The City and Authority, at any time and from time to time upon not less than ten (10) business days' prior written notice from Developer, agrees to execute and deliver to Developer an estoppel certification in the form attached as Exhibit D, which form is acceptable to the Authority, Developer, and the City.

26. Representations and Warranties

a. Developer represents and warrants to the City and Authority that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to Developer's actual knowledge, threatened litigation or claim against the Project or the Developer related to the Project that would prohibit Developer from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Authorization.** Developer has all requisite power and authority to perform its obligations under this Agreement and the execution, delivery, and is duly and validly authorized to execute, enter into, and perform the obligation set forth in this Agreement. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by Developer in connection with the transaction herein shall constitute valid and binding obligations of Developer, enforceable against Developer in accordance with the terms of this Agreement.^[1] The Preliminary Financing Plan may be in the form of a loan commitment and be based on the project budget reviewed and approved by the lender issuing the loan commitment.

iii. **Organization of Developer.** Developer is a duly organized and validly existing limited liability company under the laws of the State of Colorado and with full power to enter into and to perform its obligations under this Agreement.

iv. **No Breach or Prohibition.** To Developer's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against Developer. To Developer's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which Developer is a party, or (b) conflict with or result in the breach or violation of any laws applicable to Developer or the Project.

¹ NTD: The Preliminary Financing Plan and Conceptual Plans are not agreements that are executed by Developer and aren't enforceable against Developer. They are preliminary and conceptual and are being provided for informational purposes.

b. The City represents and warrants to Developer and the Authority that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to the City's actual knowledge, threatened litigation or claim against the City that would prohibit the City from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Organization.** The City is a home rule municipal corporation organized under the constitution and laws of the State of Colorado, validly existing under the laws of the State of Colorado and has the power and authority to transact the business in which it is engaged.

iii. **Authority.** All governmental proceedings required to be taken on the part of the City to execute and deliver this Agreement and to consummate the transactions contemplated hereby have been duly and validly taken under the Grand Junction Municipal Charter provisions, subject to any referendum rights set forth in Article XVI Section 136 of such Grand Junction Municipal Charter. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by the City in connection with the transaction herein shall constitute valid and binding obligations of the City, enforceable against the City in accordance with their terms.

iv. **No Breach or Prohibition.** To the City's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the City. To the City's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which the City is a party, or (b) conflict with or result in the breach or violation of any laws applicable to the City or the Project.

c. The Authority represents and warrants to the City and Developer that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to the Authority's actual knowledge, threatened litigation or claim against the Authority that would prohibit the Authority from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Organization.** The Authority is a body corporate and politic of the State of Colorado, validly existing under the laws of the State of Colorado and has the power to enter into this Agreement.

iii. **Authority.** All proceedings required to be taken on the part of the Authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby have been duly and validly taken under the Authority's governing documents. Each person executing and delivering this Agreement has due and proper authority to execute and deliver this Agreement. This Agreement shall constitute a valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms.

iv. **No Breach or Prohibition.** To the Authority's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the Authority. To the Authority's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which the Authority is a party, or (b) conflict with or result in the breach or violation of any laws applicable to the Authority.

[SIGNATURE PAGES TO FOLLOW]

The Parties hereby agree to the same and execute this Agreement by their duly authorized representatives as follows:

City of Grand Junction, Colorado

Mayor

City Clerk

Date

Downtown Grand Junction Development Authority

Authorized Signature

Printed Name

Date

Developer

Conjunction Junction, LLC,
a Colorado limited liability company

By: Western States Management Services, LLC,
a Colorado limited liability company,
its Manager

By: _____
Tyler Richardson, Manager

Approved as to Substance:

City Manager

Approved as to Legal Form:

City Attorney

Approved as to Availability of Funds:

Director of Finance

DRAFT

EXHIBIT A

Legal Description and Depiction

Lots 1 through 24, both inclusive, in Block 99 of THE CITY OF GRAND JUNCTION, together with the vacated East/West alleyway in Block 99 vacated by City Ordinance No. 2398 and recorded in Book 1709 at Page 1000 in the records of the Mesa County Clerk and Recorder, AND ALSO together with the North one-half of vacated Rood Avenue located 50 feet East of the East line of the intersection of First Street and Rood Avenue to the West line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398, AND ALSO together with the West one-half of vacated Second Street adjacent to the East Lines of Lots 12 and 13 in said Block 99 between the South Line of White Avenue and the North Line of Rood Avenue vacated by said City Ordinance No. 2398.

AND ALSO Lots 3 through 19, both inclusive, in Block 100 of THE CITY OF GRAND JUNCTION, EXCEPTING AND EXCLUDING THEREFROM the South 10 feet of Lots 13 through 19, Block 100 of THE CITY OF GRAND JUNCTION, together with the South one-half of the vacated Rood Avenue located 50 feet East of the East Line of the intersection of First Street and Rood Avenue to the West Line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398,

AND ALSO together with the North one-half of the vacated East/West alleyway adjacent to Lots 3 through 12 in said Block 100,

AND ALSO together with the South one-half of the vacated East/West alleyway adjacent to Lots 13 through 19 in said Block 100 vacated by said City Ordinance No. 2398, AND ALSO Lots 29 through 32, both inclusive, in Block 98, THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the South one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Clerk and Recorder,

AND ALSO Lots 13, 14, 15 and 16 in Block 78 of THE CITY OF GRAND JUNCTION,

AND ALSO Lots 1 through 4, both inclusive, in Block 98 of THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the North one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Recorder,

LESS AND EXCEPT that portion conveyed to the Department of Transportation, State of Colorado by Warranty Deed recorded April 14, 2021 at Reception No. 2976333 of the records of the Mesa County Clerk and Recorder,

All in Mesa County,
State of Colorado.



EXHIBIT B

Conceptual Plans

[to be attached]

DRAFT

EXHIBIT C

Form of Memorandum of Redevelopment Agreement

Recording Requested By
And When Recorded Return To:
Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver, CO 80202
Attention: Kathy Golden

MEMORANDUM OF REDEVELOPMENT AGREEMENT

THIS MEMORANDUM OF REDEVELOPMENT AGREEMENT is made as of _____, 2022, by and among CONJUNCTION JUNCTION, LLC, a Colorado limited liability company, or its successors and assigns permitted in accordance with Paragraph 11 (“**Developer**”), the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”), and the DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“**Authority**”). Developer, City, and Authority are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

The Parties entered into that certain Redevelopment Agreement, dated _____, 2022 (the “**Redevelopment Agreement**”) pertaining to the redevelopment of the real property described therein and on Exhibit A, attached hereto (the “**Property**”). All initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, the City has agreed to waive certain Fees, not to exceed the Fee Cap, and the Authority has agreed to make certain Authority Payments to the Developer, such obligations being contingent upon Developer having Commenced and Completed construction of the Project by the Commencement Deadline and Completion Deadline, respectively.

This Memorandum may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same Memorandum. Additionally, a copy of an executed original Memorandum signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail. Nothing in this Memorandum shall be deemed or interpreted to amend the Redevelopment Agreement. In the event of any conflict between the terms and conditions of this Memorandum and the terms and conditions of the Redevelopment Agreement, the terms and conditions of the Redevelopment Agreement shall supersede and control. The purpose of this Memorandum is merely to provide notice of the existence of the Redevelopment Agreement.

EXHIBIT "A"

Legal Description

Lots 1 through 24, both Inclusive, in Block 99 of THE CITY OF GRAND JUNCTION, together with the vacated East/West alleyway in Block 99 vacated by City Ordinance No. 2398 and recorded in Book 1709 at Page 1000 in the records of the Mesa County Clerk and Recorder, AND ALSO together with the North one-half of vacated Rood Avenue located 50 feet East of the East line of the intersection of First Street and Rood Avenue to the West line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398, AND ALSO together with the West one-half of vacated Second Street adjacent to the East Lines of Lots 12 and 13 in said Block 99 between the South Line of White Avenue and the North Line of Rood Avenue vacated by said City Ordinance No. 2398.

AND ALSO Lots 3 through 19, both inclusive, in Block 100 of THE CITY OF GRAND JUNCTION, EXCEPTING AND EXCLUDING THEREFROM the South 10 feet of Lots 13 through 19, Block 100 of THE CITY OF GRAND JUNCTION, together with the South one-half of the vacated Rood Avenue located 50 feet East of the East Line of the intersection of First Street and Rood Avenue to the West Line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398,

AND ALSO together with the North one-half of the vacated East/West alleyway adjacent to Lots 3 through 12 in said Block 100,

AND ALSO together with the South one-half of the vacated East/West alleyway adjacent to Lots 13 through 19 in said Block 100 vacated by said City Ordinance No. 2398, AND ALSO Lots 29 through 32, both inclusive, in Block 98, THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the South one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Clerk and Recorder,

AND ALSO Lots 13, 14, 15 and 16 in Block 78 of THE CITY OF GRAND JUNCTION,

AND ALSO Lots 1 through 4, both inclusive, in Block 98 of THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the North one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Recorder,

LESS AND EXCEPT that portion conveyed to the Department of Transportation, State of Colorado by Warranty Deed recorded April 14, 2021 at Reception No. 2976333 of the records of the Mesa County Clerk and Recorder,

All in Mesa County,
State of Colorado.

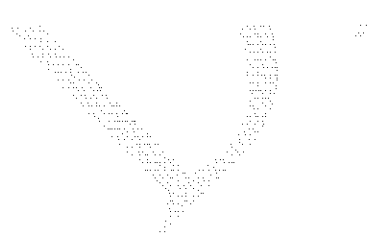


EXHIBIT D

Form of Estoppel Certificate

To: CONJUNCTION JUNCTION, LLC, a Colorado limited liability company (“Developer”)

From: [CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“City”)] [OR] [DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“Authority”)]

Date: _____, 20__

Re: The Redevelopment Agreement, dated as of ____, 2022, by and between Developer, the [City / Authority], and the [CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“City”)] [OR] [DOWNTOWN GRAND JUNCTION DEVELOPMENT AUTHORITY, a body corporate and politic of the State of Colorado (“Authority”)]. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

The [City / Authority] hereby certifies, warrants, represents, and agrees, as of the date hereof, as follows:

1. The Agreement is in full force and effect and has not been modified, supplemented, or amended in any way, except as expressly described above.
2. The Developer has timely and fully performed its obligations under the Agreement through the date of this Estoppel Certificate. There exists no default under, violation of, or failure to comply with the Agreement, and no event has occurred, or circumstance exists that, with the giving of notice or the lapse of time, or both, would constitute a default under, violation of, or failure to comply with the Agreement.
3. The Commencement Deadline is _____ and the Completion Deadline is _____.
4. The Developer Commenced the Project on _____ and Completed the Project on _____. [modify as applicable]
5. Through the date of this Agreement, [the Authority has made \$ _____ in Authority Payments] / [the City has waived or paid \$ _____ in Fees] in accordance with this Agreement.
6. The [City / Authority] hereby approves of the Developer’s assignment of the Agreement to _____. [OR] _____ is a Permitted Assignee under the Agreement. [modify as applicable]

7. The Agreement was approved by [the City at a public hearing held on _____ pursuant to Ordinance ____] / [the Authority at a public hearing held on _____ pursuant to Resolution ____].

8. The [City / Authority] agrees that _____ days of Force Majeure delays have accrued under the Agreement.

9. The [City / Authority] has not assigned the Agreement.

10. The undersigned is duly authorized to sign and deliver this Estoppel Certificate, and no other signature is required or necessary in connection with the execution and validity of this Estoppel Certificate. The representations and warranties of the [City / Authority] made in the Agreement are true, complete, and accurate as of the date of this Estoppel Certificate.

11. This Estoppel Certificate shall inure to the benefit of Developer and its successors, assigns, and lenders (the “**Reliance Parties**”), and the foregoing certificates, representations, warranties, and agreements shall be binding upon the [City / Authority] and its successors and assigns, and inure to the benefit of the Reliance Parties.

[signature on following page]

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be executed as of the day and year first written above.

[CITY OR AUTHORITY SIGNATURE BLOCK]

By: _____

Name: _

Title: _

DRAFT

EXHIBIT E

Preliminary Financing Plan

[to be attached]

DRAFT

Ex. E – 1

SCHEDULE 1

Authority Payments

Authority Payments	Amounts
Payment 1	\$ 225,000
Payment 2	\$ 350,000
Payment 3	\$ 600,000
Payment 4	\$ 700,000
Payment 5	\$ 600,000
Payment 6	\$ 500,000
Payment 7	\$ 300,000
Payment 8	\$ 225,000
Total	\$ 3,500,000

1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. ____

3 AN ORDINANCE AUTHORIZING AND CONFIRMING A REDEVELOPMENT AGREEMENT BY
4 AND AMONG CONJUNCTION JUNCTION LLC, A COLORADO LIMITED LIABILITY
5 COMPANY, ("CONJUNCTION"), THE CITY OF GRAND JUNCTION, A COLORADO HOME
6 RULE MUNICIPAL CORPORATION ("CITY"), AND THE DOWNTOWN GRAND JUNCTION
7 DEVELOPMENT AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF
8 COLORADO ("AUTHORITY") FOR THE PROPERTY LOCATED AT 200 ROOD AVENUE, GRAND
9 JUNCTION, COLORADO AND RATIFYING ALL ACTIONS HERETOFORE TAKEN IN
10 CONNECTION THEREWITH

11 RECITALS:

12 Richmark Real Estate Partners LLC is the owner of the real property commonly known
13 and addressed as 200 Rood Avenue, Grand Junction, Colorado, ("Property") which is
14 more particularly described in the Redevelopment Agreement attached hereto and
15 incorporated by this reference as if fully set forth ("Agreement"). The Property which is
16 located within the boundaries of the Downtown Development Authority ("DDA") is
17 blighted and will benefit from redevelopment. In accordance with Colorado law, the
18 DDA has established tax increment financing, which provides a financial tool to
19 stimulate and support certain redevelopment activities. In addition to the tax increment
20 finance the City Council has agreed to waive and shall cause to be paid certain fees
21 as the same are defined in the Agreement.

22 With the formation of the DDA a Plan of Development ("Plan of Development") was
23 adopted by the Grand Junction City Council in 1981, with the Plan of Development
24 being revised by Ordinances 4881, 4937 and DDA Resolutions 2019-04 and 2020-02.
25 Consistent with the Plan of Development as revised, and to the extent the same is
26 implemented by this Ordinance and/or the Agreement, and the City's Comprehensive
27 Plan, the City has established and adopted a physical area within which the City and
28 the DDA have found conditions that deserve City and DDA financial support to
29 stimulate reinvestment and/or to deter further economic and physical deterioration
30 ("City and DDA Plans"). This Ordinance, together with the Agreement and the
31 redevelopment that will result, will serve a public purpose, promote the health, safety,
32 prosperity, security, and general welfare of the inhabitants of the City, and will halt or
33 prevent the deterioration of property values or structures within the DDA
34 redevelopment boundary area/the City.

35 In accordance with the Agreement, Conjunction intends to redevelop the Property as
36 a multi-family residential project, featuring at least 250 units, together with related
37 amenities and uses (collectively, the "Project"). Given that the Project is consistent with
38 the Plan of Development as revised and, as such, will ensure the availability of new
39 housing that is within walking distance of businesses, services, and employment and the
40 Project will reduce sprawl by maximizing the use of existing infrastructure, the City

41 Council finds that the Project is consistent with the sound needs and plans of the
42 municipality as a whole for the redevelopment of the Property by Conjunction.

43 On July 14, 2022, the DDA adopted Resolution 2022 -___ conditionally approving the
44 Agreement, finding and determining that the construction and installation of the
45 Project in accordance with the Agreement will serve a public purpose(s) and
46 contribute to the redevelopment of the City as contemplated by the City and DDA
47 Plans. Resolution 2022 - _____ is incorporated by this reference as if fully set forth.

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

- 50 1. The foregoing Recitals are incorporated and adopted and in accordance with
51 and pursuant to this Ordinance, the City Council of the City of Grand Junction
52 hereby authorizes and confirms the redevelopment agreement ("Agreement")
53 by and among Conjunction Junction LLC a Colorado Limited Liability Company,
54 ("Conjunction") or its successors and assigns as permitted in accordance with
55 the Agreement, the City of Grand Junction ("City"), and the Downtown Grand
56 Junction Development Authority ("DDA") for the property located at 200 Rood
57 Avenue, Grand Junction, Colorado ("Property") and ratifying actions heretofore
58 taken in connection therewith as provided in Recitals, the Agreement and this
59 Ordinance.
60
- 61 2. The terms of the Agreement, include but are not limited to a) the City waiving or
62 paying fees, as defined by the Agreement, in an amount not to exceed
63 \$2,408,219.00 for and on behalf of Conjunction for the redevelopment of the
64 Property; and, b) the purchase of Rood Avenue right of way together with
65 improvements thereto to be made by Conjunction; and c) a pledge by the DDA
66 of tax increment, all as provided in the Agreement.
67
- 68 3. In accordance with and pursuant to this Ordinance, the City Council of the City
69 of Grand Junction, Colorado confirms and authorizes the Agreement and any
70 and all actions consistent with and to be taken subsequent to the adoption of
71 this Ordinance, by the officers, employees and agents of the City, if/when such
72 action(s) is(are) pursuant to C.R.S 31-25-801-822, the Agreement, together with
73 the findings made therein, and with any applicable City and DDA Plans,
74 ordinance(s), resolution(s), or other document(s) all of which shall be substantially
75 construed to affect the intent and purposes thereof as required by C.R.S. 31-25-
76 807(4)(a).
77
- 78 4. If any part or provision of this Ordinance or the application thereof to any person
79 or circumstance(s) is held invalid, such invalidity shall not affect other provisions
80 or applications of this Ordinance which can be given effect without the invalid
81 provisions or application, and to this end the provisions of this Ordinance are
82 declared to be severable.

83
84
85
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87

5. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the lawful objectives sought to be obtained.

88 INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and setting a
89 hearing for __2022, this 20th day of July 2022.

90 HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in
91 pamphlet form this _____ day of August 2022.

92

93 _____

94 Anna M. Stout
95 President of the Council

96

97 _____

98 Amy Phillips
99 City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: July 20, 2022

Presented By: Nicole Galehouse, Principal Planner

Department: Community Development

Submitted By: Nicole Galehouse, AICP, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Rezoning 4.69 Acres from R-4 (Residential - 4 du/ac) to R-5 (Residential – 5 du/ac), Located at the Southwest Corner of Unawep Avenue and Alta Vista Court and Setting a Public Hearing for August 3, 2022

RECOMMENDATION:

The Planning Commission heard this request at the July 12, 2022 meeting and voted 6-0 to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Olan Clark, on behalf of Dry Dock Development, LLC, Property Owner, is requesting a rezone from R-4 (Residential - 4 du/ac) to R-5 (Residential – 5 du/ac) for 4.69-acres located at the southwest corner of Unawep Ave and Alta Vista Dr in anticipation of future development. The requested R-5 zone district would be consistent with the Comprehensive Plan Land Use Map designation of Residential Low (2 – 5.5 du/ac), if approved.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property is situated on the south side of Unawep Avenue near its eastern termination at 29 Road, approximately ¼ mile south of the Colorado River. The property is currently vacant. The applicant is seeking a change in zoning that implements the 2020 One Grand Junction Comprehensive Plan adopted by the City in December 2020 to expand options for future development on the site. The current City zoning for the property is R-4 (Residential 4 du/ac).

The property has access to utility services with sewer and water lines running along

UnawEEP Ave, Alta Vista Ct, and Rock Creek Dr, which terminates on the property's western boundary. The property was annexed by the City in 2006. It is located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan, which supports growth on properties that are adjacent to existing developments. The subject property is surrounded by existing subdivisions, minimizing the impact on infrastructure. The "Residential Low" land use designation within this category is implemented through zone districts with a range of 2 to 5.5 units per acre.

The request for a rezone anticipates future subdivision and development on the property. The Comprehensive Plan adopted in 2020 changed the future land use designations in the comprehensive plan, amending the subject property from Residential Medium Low (2 – 4 du/ac) to Residential Low (2 – 5.5 du/ac). While the current zone district of R-4 implements the future land use designation, the R-5 zone district supports the comprehensive plan goals of concentrating urban growth and reinforcing community standards by providing greater flexibility in dwelling types.

The purpose of the R-5 (Residential – 5 du/ac) zone district is to provide for medium density detached and attached dwellings and multifamily where there are adequate public facilities and where it is not ideal for large lot development. While it allows for multifamily development, the R-5 zone district is more commonly flagged by townhome development, allowing for greater density while maintaining a more traditional neighborhood character.

In addition to the R-5 (Residential – 5 du/ac) zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designation of Residential Low (2 – 5.5 du/ac):

- a. R-4 (Residential – 4 du/ac)
- b. CSR (Community Services and Recreation)

The properties adjacent to the subject property to the south and northwest are still in the County with a zoning of RSF-4 (Residential Single Family – 4), with City future land use designations of Residential Low and Mixed Use, respectively. The properties to the east and north are within the City, zoned R-4 with a future land use designation of Residential Low.

NOTIFICATION REQUIREMENTS

A virtual Neighborhood Meeting regarding the proposed rezone request was held through Zoom on Thursday, February 3, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The applicant and their representative were in attendance, along with a representative from City Staff and approximately 10-12 neighbors. The owner's representative provided an overview of the proposed development and the City review process. Concern was expressed at the meeting regarding the increased density of the project and the impact of the project on traffic at the intersection of UnawEEP Ave and the 29 Rd. Neighbors also had questions about how irrigation would be provided, the price range and specifications of the proposed

homes, and fencing and landscaping requirements.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with a new application sign on June 15, 2022. 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 March 11, 2022. The notice of this public hearing was published March 15, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review are set forth in Section 21.02.140 (a) of the Zoning and Development Code, which 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

With the existing R-4 zoning on the property, development could still occur and be consistent with the 2020 Comprehensive Plan. The R-5 zone district provides the ability for up to an additional 7 units on the property along with increased flexibility in dwelling type. During the 2020 Comprehensive Plan adoption process, the land use designation on this site was amended from Residential Medium Low to Residential Low. In name only, this may seem like a decrease in intensity, but the amended Plan consolidated land use designations. The new Residential Low designation contemplates a desired density of 2 – 5.5 du/ac, where the Residential Medium Low only permitted 2 – 4 du/ac. This change to the Comprehensive Plan constitutes a subsequent event which now allows for the R-5 zone district to implement the future land use. Therefore, staff finds that this criterion is met.

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

The surrounding neighborhoods have been largely unchanged in the time since the property was annexed and the R-4 zone district was applied. While there has been some residential development, the overall character of this growth has not been significantly altered. So, while the amendment is consistent with the Plan, the character of the area is not the impetus for the request. Therefore, 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

Public sanitary sewer service, Ute Water domestic water service, Xcel electrical gas and power service, stormwater sewer through Orchard Mesa Drainage District, and irrigation through Orchard Mesa Irrigation Company are available to

the site. Transportation infrastructure is generally adequate to serve development of the type and scope associated with the R-5 zone district. The City Fire Department expressed no concern about providing service for the additional density proposed by the rezone. Therefore, 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

As demonstrated in the City's recent Housing Needs Assessment, Grand Junction has a need for additional housing, both in terms of general quantity and as it relates to varied housing types and price ranges. This property is one of the last vacant large tracts in the area that is available for new housing. By allowing for smaller lot sizes yet maintaining the low density character, the proposed rezone creates the opportunity for lower priced lots that are suitable for entry level and/or retirement housing. Therefore, Staff finds this criterion to be met.

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

While the property remains vacant, it underutilizes the land use vision for this property/area as provided in the 2020 Comprehensive Plan. By rezoning the property to R-5, the City encourages attainable housing development by allowing the developer to increase the number of units that can be built on the required infrastructure, thus lowering the price per lot. The property is located 2 miles south of I70B and 1 mile north of US 50, providing reasonable access to employment opportunities. It also creates a new community that can benefit from a close location to the outdoor recreational opportunities of the Colorado River. Therefore, Staff finds this criterion to be met.

In addition to the above criteria, the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan. The following provides an analysis of the relevant sections of the Comprehensive Plan that support this request.

Implementing the Comprehensive Plan. The proposed rezone to R-5 (Residential – 5 du/ac) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

- Land Use Plan: Relationship to Existing Zoning
 - Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.
 - The 2020 Comprehensive Plan provides the subject property with a land use designation of Residential Low. As outlined in

the background section of this staff report, the R-5 zone district is a permissible district to implement the Residential Low designation.

- Plan Principle 3: Responsible and Managed Growth
 - Goal: Support fiscally responsible growth...that promote a compact pattern of growth...and encourage the efficient use of land.
 - Goal: Encourage infill and redevelopment to leverage existing infrastructure.
 - The proposed rezone will allow for infill development in an area of the City where infrastructure is readily available and other neighborhoods with similar densities have been constructed. The R-5 zone district creates opportunities for more attainable housing while maintaining the low density residential character, increasing compatibility with the surrounding neighborhoods.
- Plan Principle 5: Strong Neighborhoods and Housing Choices
 - Goal: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.
 - The R-5 (Residential – 5 du/ac) zone district allows for flexibility in low density residential development through reduced bulk standards and additional dwelling types, which in turn creates opportunities for housing options to meet a variety of needs in the community.
- Plan Principle 6: Efficient and Connected Transportation
 - Goal: Encourage the use of transit, bicycling, walking, and other forms of transportation.
 - The subject property is located just along one of the City's Active Transportation Corridors that runs along Unawep Ave. With its close proximity to 29 Road, the trail network also connects to the Colorado Riverfront Trail System, providing greater connectivity throughout the City.
- Plan Principle 8: Resource Stewardship
 - Goal: Promote the use of sustainable development.
 - Plan Principle 8 encourages thoughtful planning as it relates to the natural resources and development occurring in the City. It promotes sustainable development through the concentration of development in areas that maximize existing infrastructure, which is already available on the site of the proposed rezone.
- Chapter 3 – Land Use and Growth: Intensification and Tiered Growth Plan
 - Subject property is located within Tier 2 (Suburban Infill) – Description: Areas within the existing UDB and 201 that are urbanizing or proximate to areas that are urbanizing. This Tier also includes areas that were mostly developed in

unincorporated Mesa County and infrequently improved with urban infrastructure such as curb, gutter, sidewalks, and parks. Annexation is appropriate for new development and redevelopment in Tier 2 areas, though annexation for existing subdivisions and/or neighborhoods is not generally desirable.

- Policy: In Tier 2, the City should promote the annexation of those parcels which are surrounded by, 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. Tier 2 includes western portions of Redlands on the City's west side, as well as Pear Park and Orchard Mesa.
- As previously discussed, the subject property has infrastructure that is already available on-site. As one of the only vacant properties in the area, it is a prime candidate for suburban infill development.
- Orchard Mesa Neighborhood Plan: Housing Trends
 - Goal: A broad mix of housing types is available on Orchard Mesa to meet the needs of a variety of incomes, family types, and life stages.
 - The R-5 (Residential – 5 du/ac) zone district allows for flexibility in the lot layouts and type of dwelling units that can be built per the Zoning & Development Code. With this ability, it becomes easier to add diversity to the housing stock in the area that meets different generational and demographic needs.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Ute Canyon Rezone request, for a rezone from R-4 (Residential 4 du/ac) to R-5 (Residential – 5 du/ac) for the property located at the southwest corner of Unaweeep Ave and Alta Vista ct, the following findings of facts 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, Staff recommends approval of the request.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to introduce an ordinance rezoning approximately 4.69 acres from an R-4 (Residential - 4 du/ac) zone district to a R-5 (Residential - 5 du/ac) zone district located at the southwest corner of Unawep Ave and Alta Vista Ct and set a public hearing for August 3, 2022.

Attachments

1. Exhibit 1 - Development Application Form
2. Exhibit 2 - Meeting Notes
3. Exhibit 3 - Site Maps & Pictures of Site
4. Exhibit 4 - Draft Zoning Ordinance

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: PUMPKIN RIDGE SUBDIVISION (LOT 1)

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

Existing Land Use Designation	RESIDENTIAL	Existing Zoning	R-4
Proposed Land Use Designation	SAME	Proposed Zoning	R-5

Property Information

Site Location: SOUTH OF UNAWEEP, WEST OF 29 ROAD	Site Acreage: 4.69
Site Tax No(s): 2943-301-94-001	Site Zoning: R-4
Project Description: REZONE TO R-5 (21 LOTS) ON 4.69 ACRES	

Property Owner Information

Applicant Information

Representative Information

Name: DRY DOCK DEVELOPMENT, LLC	Name: OLAN CLARK	Name: ROLLAND CONSULTING ENG.
Street Address: 444 MONTERO ST	Street Address: 131 N 6TH ST #200	Street Address: 405 ROGGS BLVD
City/State/Zip: GJ, CO 81507	City/State/Zip: GJ, CO 81501	City/State/Zip: GJ, CO 81507
Business Phone #: 970 250-2809	Business Phone #: 970-242-5505	Business Phone #: 970 243-8300
E-Mail: REAGENT@GJHOMES.COM	E-Mail: REAGENT@GJHOMES.COM	E-Mail: KENT@REEGJ.COM
Fax #: 970-243-2896	Fax #: /	Fax #: N/A
Contact Person: OLAN CLARK	Contact Person: OLAN CLARK	Contact Person: KENT SHAFFER
Contact Phone #: 970 250-2809	Contact Phone #: 970 250-2809	Contact Phone #: 970-243-8300

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	4/6/22
Signature of Legal Property Owner		Date	4/6/22

UTE CANYON SUBDIVISION
Rezone and Preliminary/Final Plan Application Request
NEIGHBORHOOD MEETING
April 13, 2022

A neighborhood meeting to discuss the pending Rezone and Preliminary/Final Plan application request was held at 5:30 p.m. on April 11 at 3210 I-70 Business Loop Unit 14N in the Mesa Pointe Shopping Center adjacent to Chin-Chin Restaurant.

In addition to the applicant and his representative, 12 neighbors out of the approximately 138 that were notified of the Neighborhood Meeting attended. An attendance roster is attached.

An overview of the proposed development and the City's approval process was presented by the owner's representative and the staff planner. The meeting lasted about 60 minutes.

Topics specific to development proposal discussed mainly included the existing irrigation ditch laterals located on the east, west and north sides of the proposed development and the importance of maintaining these laterals. The applicant indicated to the neighbors that irrigation water is not anticipated to be delivered to each lot due to their small size.

Other topics that were discussed included:

- Support of the proposed buffer strip along the east boundary of the development.
- The architectural style and character of the proposed dwellings.
- Maximum building heights.
- Type and style of boundary fencing.
- Future D ¼ Road extension and improvements.
- Development schedule and City approval processing.

Respectfully submitted,

Stacey Cook, Manager
Lucky Us Properties, LLC.

Attachment: Attendance Roster

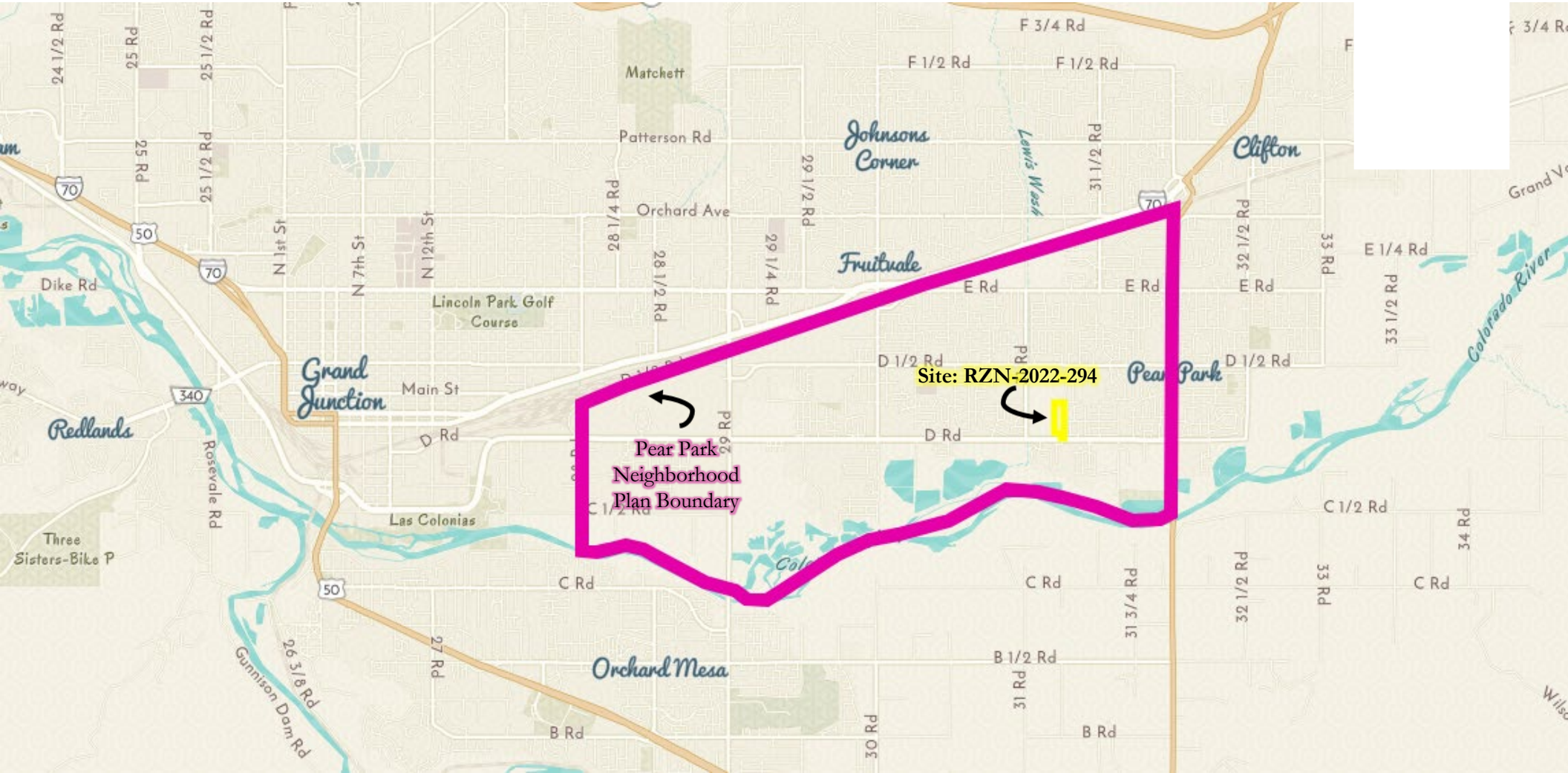
**UTE CANYON SUBDIVISION
GRAND JUNCTION DEVELOPMENT APPLICATION**

NEIGHBORHOOD MEETING
3210 I-70 Business Loop, Unit 14N
5:30 pm, April 11, 2022

Print Name	Address	E-Mail
James Baker	3122 D Road	jim.a.baker@gmail.com
Felicia Baker	3122 D Rd	fselby11@gmail.com
Art Thompson	3126 N Teal Ct	
Lauri Thompson	3126 N Teal Ct	coloradomimi@aol.com
Candace & Felimon Ruiz	3125 1/2 N. Teal Ct	candace.ruiz@gmail.com
Sue & Gary Miller	4613 W Mallard Way	gmsm4u@gmail.com
Jack Albright	3110 D Rd	jaskval81503@gmail.com
Bob Kopetsky & Marsha	425 W Mallard Way	bdkopetsky@gmail.com
Felimon Ruiz		Felimon Ruiz 63
Chuck Reid Bloss	412 31 Road	—

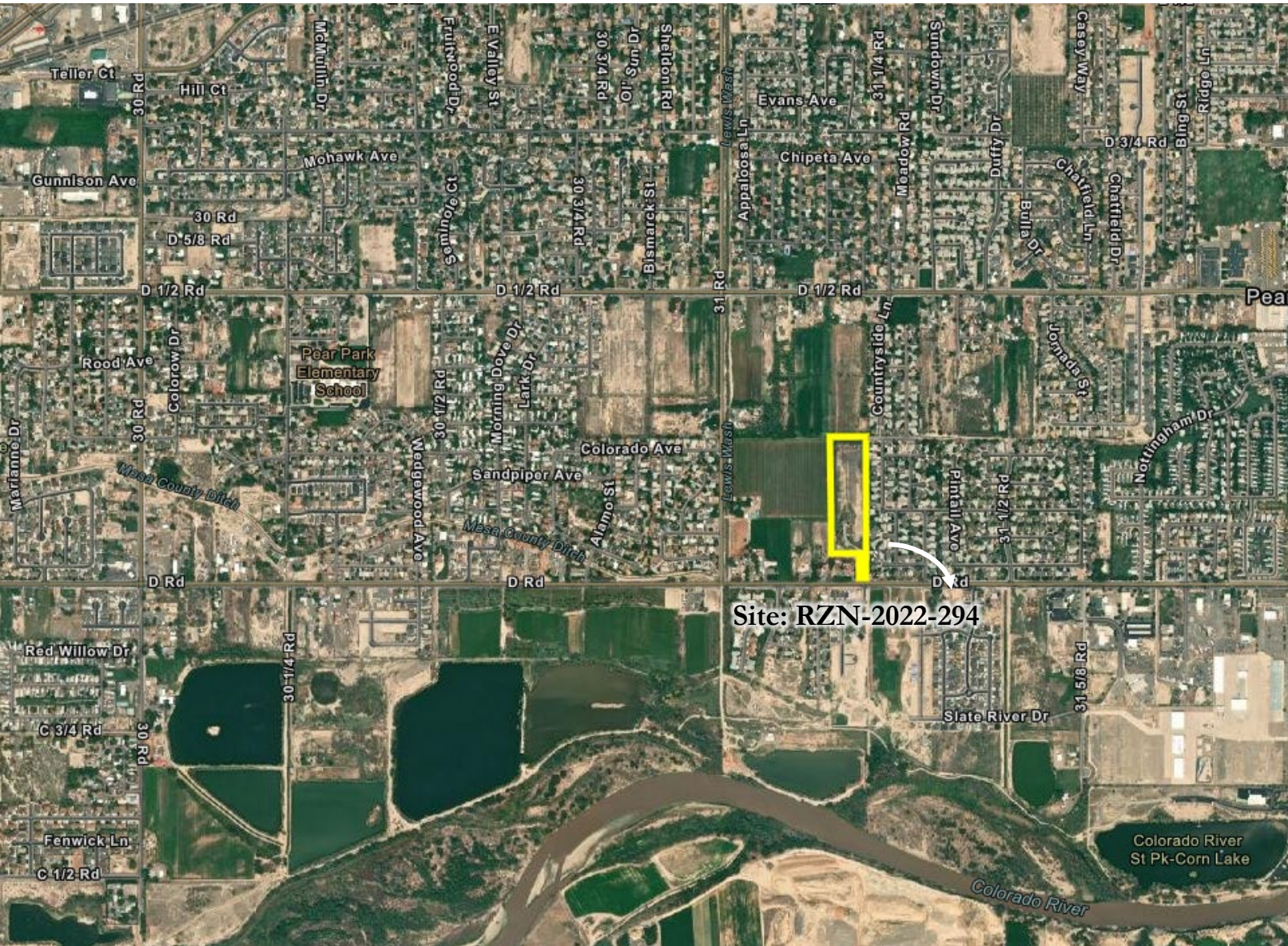
Ute Canyon Rezone

Vicinity Map



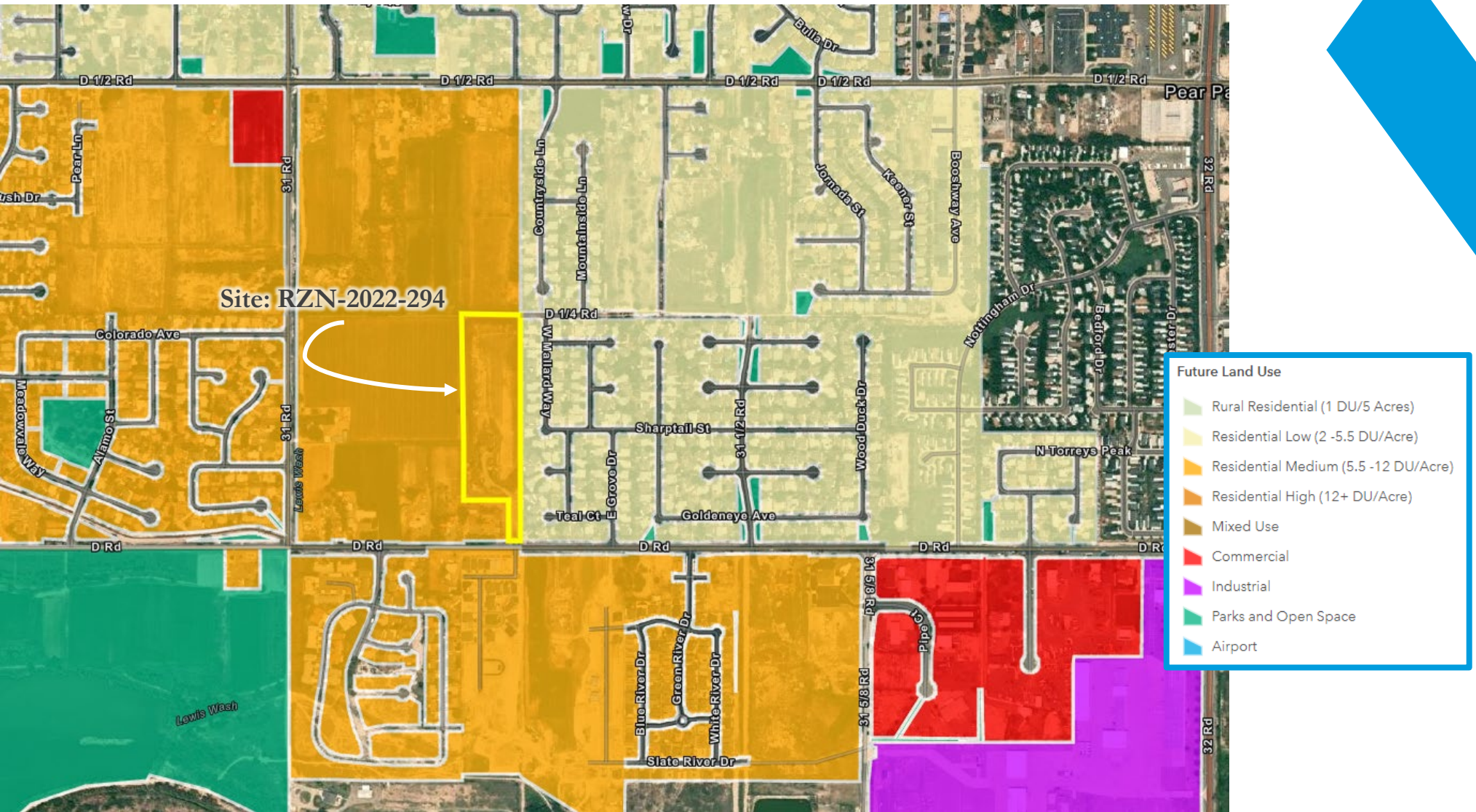
Ute Canyon Rezone

Site Location Map



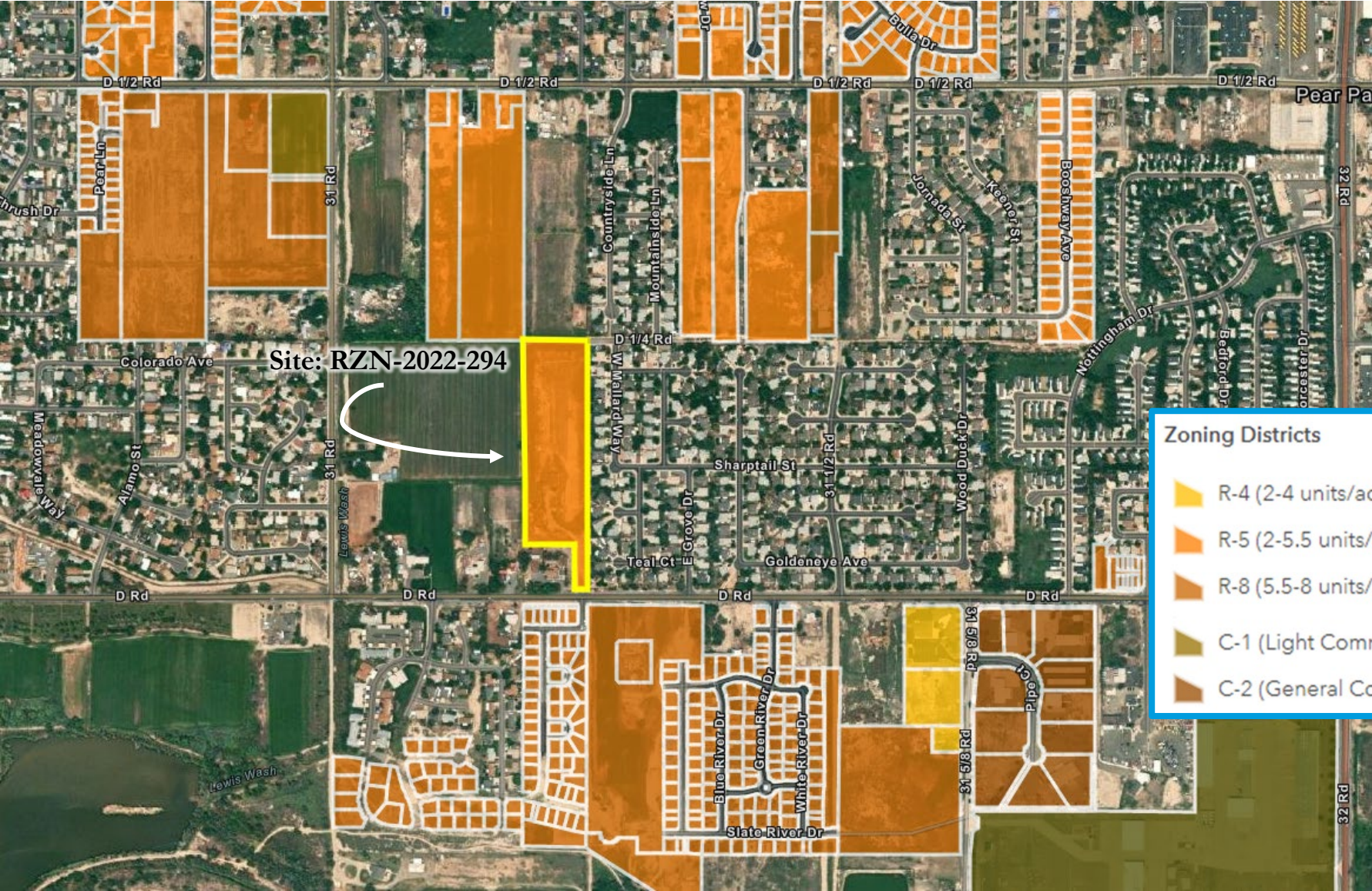
Ute Canyon Rezone

Land Use Map



Ute Canyon Rezone

Zoning Map



Site: RZN-2022-294

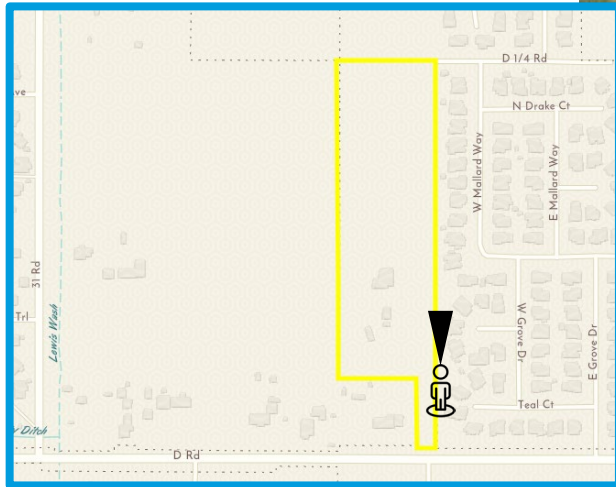
Zoning Districts

- R-4 (2-4 units/acre)
- R-5 (2-5.5 units/acre)
- R-8 (5.5-8 units/acre)
- C-1 (Light Commercial)
- C-2 (General Commercial)

Ute Canyon Rezone

Site Photo

Google Maps street view of property looking north from D Rd



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING FROM R-4 (RESIDENTIAL - 4 DU/AC) TO R-5
(RESIDENTIAL – 5 DU/AC) ZONE DISTRICT**

**LOCATED AT THE SOUTHWEST CORNER OF UNAWEEP AVENUE AND ALTA
VISTA COURT**

Tax Parcel No. 2943-301-94-001

Recitals:

The property owner, Dry Dock Development, LLC, proposes a rezone from R-4 (Residential – 4 du/ac) to R-5 (Residential – 5 du/ac) on a total of 4.69-acres located at 3124 D Road.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of changing the zoning from R-4 (Residential – 4 du/ac) to R-5 (Residential – 5 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 2020 One Grand Junction 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 rezoning from R-4 (Residential – 4 du/ac) to R-5 (Residential – 5 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-5 (Residential – 5 du/ac) zone district is consistent and is in conformance with the Comprehensive Plan and at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned R-5 (Residential – 5 du/ac) on the zoning map:

LOT 1 PUMPKIN RIDGE SUBDIVISION SEC 30 1S 1E

Introduced on first reading this ___ day of _____, 2022 and ordered published in pamphlet form.

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

ATTEST:

City Clerk

Mayor



Grand Junction City Council

Regular Session

Item #2.b.ii.

Meeting Date: July 20, 2022
Presented By: Nicole Galehouse, Principal Planner
Department: Community Development
Submitted By: Nicole Galehouse, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Rezoning 8.25 Acres from R-5 (Residential - 5 du/ac) to R-8 (Residential – 8 du/ac), Located at 3124 D Road and Setting a Public Hearing for August 3, 2022

RECOMMENDATION:

The Planning Commission heard this request at the July 12, 2022 meeting and voted 6-0 to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Stacey Cook, on behalf of Lucky Us Properties, LLC, Property Owner, is requesting a rezone from R-5 (Residential - 5 du/ac) to R-8 (Residential – 8 du/ac) for 8.25-acres located at 3124 D Road in anticipation of future development. The requested R-8 zone district would be consistent with the Comprehensive Plan Land Use Map designation of Residential Medium (5.5 – 8 du/ac), if approved.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property is situated along D Road approximately ¼ mile east of 31 Road and just under ½ mile north of the Colorado River. The property currently has one single-family home on the site, along with an associated carport, shed, and barn. The applicant is seeking a change in zoning that implements the 2020 One Grand Junction Comprehensive Plan adopted by the City in December 2020 to expand options for future development on the site. The current City zoning for the property is R-5 (Residential 5 du/ac) which is not consistent with nor implements the adopted Comprehensive Plan.

The property has access to utility service with both water and sewer trunk lines running along D Road. The property was annexed by the City in 2006. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan, supporting the request to intensify land use through infill in this area. The “Residential Medium” land use designation within this category is implemented through zone districts requiring a minimum density of 5.5 units per acre.

The request for a rezone anticipates future subdivision and development on the property. Understanding that the Comprehensive Plan adopted in 2020 promotes growth through infill, the Residential Medium future land use requires a minimum density of 5.5 units per acre. The current zone district of R-5 (Residential – 5 du/ac) does not implement this goal, as the maximum permitted density (5.5 du/ac) is the minimum required by the Comprehensive Plan (5.5 du/ac). The R-5 zone district allows a minimum density of 2 du/acre while proposed R-8 (Residential – 8 du/ac) zone district has a minimum density requirement of 5.5 units per acre that aligns well with and implements the land use designation of Residential Medium.

The purpose of the R-8 (Residential – 8 du/ac) zone district is to provide for medium-high density attached and detached dwellings, two-family dwellings, and multi-family uses, providing a transition between lower density single-family districts and higher density multi-family or business developments. As noted above, the R-8 zone district ensures the minimum density of 5.5 dwelling units per acre is met.

In addition to the R-8 (Residential – 8 du/ac) zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designation of Residential Medium (5.5 – 12 du/ac):

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

The properties adjacent to the subject property to the north and west are still in the County with a zoning of RSF-R (Residential Single Family – Rural), with a City future land use designation of Residential Medium. The properties to the west are also still in the County with a County zoning of RMF-5 (Residential Multi Family – 5) and a City land use designation of Residential Low. Properties to the south are within the City, zoned R-8 with a future land use designation of Residential Medium.

NOTIFICATION REQUIREMENTS

A virtual Neighborhood Meeting regarding the proposed rezone request was held through Zoom on Wednesday, April 11, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The applicant and their representative were in attendance, along with approximately 12 neighbors. The owner’s representative provided an overview of the proposed development and the City review process.

Discussion at the neighborhood meeting largely centered on the existing irrigation and ditch laterals and the importance of maintaining these facilities. The applicant indicated that individual irrigation is not anticipated for each lot. Additional topics included support of the proposed buffer strip on the east side of the property, maximum building height, architectural style and character, and future D ¼ Road extension and improvements.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with a new application sign on May 3, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on July 1, 2022. The notice of this public hearing was published July 5, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review are set forth in Section 21.02.140 (a) of the Zoning and Development Code, which 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

While the property owner could still develop under the R-5 zone district, they have requested a rezone to increase the density consistent with the Land Use Map in the 2020 Comprehensive Plan. The land use designation for this site remained Residential Medium through adoption of the 2020 Comprehensive Plan. However, the density range for Medium changed from 4-8 du/ac to 5.5-12 du/ac. This change to the Comprehensive Plan constitutes a subsequent event that invalidates the original premise of the zoning, which was in alignment with the density ranges from the 2010 Comprehensive Plan.

The subject property is also located within Tier 1 on the Intensification and Growth Tiers Map of the 2020 One Grand Junction Comprehensive Plan. The primary goal of Tier 1 is to support urban infill with a focus on intensifying residential growth. Therefore, staff finds that this criterion is met.

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

The existing structures on the site were built in the late 1990s, prior to the annexation of the property in 2006. In general, even though the subject area has seen additional housing developments since the original home was built, the overall character of this growth has not been significantly altered. So, while the amendment is consistent with the Plan, the character of the area is not the impetus for the request. Therefore, 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

Public sanitary sewer service, Clifton Water domestic water service, Xcel electrical gas and power service, stormwater sewer through Grand Valley Drainage District, and irrigation through Grand Valley Irrigation Company are available to the site. Transportation infrastructure is generally adequate to serve development of the type and scope associated with the R-8 zone district. Development on the site will further implement the Grand Junction Circulation Plan and the Pear Park Access Management Plan. The City Fire Department expressed no concern with providing service for the additional density proposed by the rezone. Therefore, 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

As demonstrated in the City's recent Housing Needs Assessment, Grand Junction has a need for additional housing, both in terms of general quantity and as it relates to varied housing types and price ranges. Medium-density residential dwelling types are a critical piece in providing housing that is attainable to a wider demographic and the demand for this product type remains high. While there are still some large swaths of land nearby that can be developed under the Residential Medium future land use, much of this land is currently outside City limits and not available for development until after annexation. therefore, Staff finds this criterion to be met.

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

The current property use of a single-family home on 8.25 acres underutilizes the land use vision for this property/area as provided in the 2020 Comprehensive Plan. By rezoning the property to R-8 and developing at a minimum of 5.5 du/ac, the City will provide additional opportunity for housing to be constructed at a higher density; this may result in the construction of new, more attainable housing units in this area of the community. The location of the property provides proximate access to the I-70B corridor as well as to outdoor recreational opportunities, including the Colorado River, which is a key principle within the Comprehensive Plan. Therefore, Staff finds this criterion to be met.

In addition to the above criteria, the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan. The following provides an analysis of the relevant sections of the Comprehensive Plan that support this request.

Implementing the Comprehensive Plan. The proposed rezone to R-8 (Residential – 8 du/ac) implements the following Plan principles, goals, and policies of the

Comprehensive Plan:

- Land Use Plan: Relationship to Existing Zoning
 - Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.
 - The 2020 Comprehensive Plan provides the subject property with a land use designation of Residential Medium. As outlined in the background section of this staff report, the R-8 zone district is a permissible district to implement the Residential Medium designation.
- Plan Principle 3: Responsible and Managed Growth
 - Goal: Support fiscally responsible growth...that promote a compact pattern of growth...and encourage the efficient use of land.
 - Goal: Encourage infill and redevelopment to leverage existing infrastructure.
 - The proposed rezone will provide for a higher density of development in an area of the City where infrastructure is readily available and other neighborhoods with similar densities have been constructed. The higher density implements a more compact pattern of growth, utilizing a smaller footprint for a greater number of residential units.
- Plan Principle 5: Strong Neighborhoods and Housing Choices
 - Goal: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.
 - The R-8 (Residential – 8 du/ac) zone district allows for a more compact growth pattern to occur, which is important to allowing development on property that may otherwise be difficult to build on with larger bulk standard requirements. This flexibility creates opportunities for additional housing options.
- Plan Principle 6: Efficient and Connected Transportation
 - Goal: Encourage the use of transit, bicycling, walking, and other forms of transportation.
 - The subject property is located just a quarter mile from 31 Road, which is part of the City's Active Transportation Corridor that connects to the Colorado Riverfront Trail. This is a safe pedestrian and cyclist east-west route through this part of the City, and can connect to other trails into the more central areas.
- Plan Principle 8: Resource Stewardship
 - Goal: Promote the use of sustainable development.

- Plan Principle 8 encourages thoughtful planning as it relates to the natural resources and development occurring in the City. It promotes sustainable development through the concentration of development in areas that maximize existing infrastructure which is already available on the site of the proposed rezone.
- Chapter 3 – Land Use and Growth: Intensification and Tiered Growth Plan
 - Subject property is located within Tier 1 (Urban Infill) – Description: Areas where urban services already exist and generally meet service levels, usually within existing City limits, where the focus is on intensifying residential and commercial areas through infill and redevelopment.
 - Policy: Development should be directed toward vacant and underutilized parcels located primarily within Grand Junction’s existing municipal limits. This will encourage orderly development patterns and limit infrastructure extensions while still allowing for both residential and business growth. Development in this Tier, in general, does not require City expansion of services or extension of infrastructure, though improvements to infrastructure capacity may be necessary.
 - As previously discussed, the subject property has infrastructure that is already available on-site. It currently only has one single-family home on the property, which indicates that it is underutilized as the land use designation would allow up to 99 units on the site.
- Pear Park Neighborhood Plan: Land Use and Growth
 - Goal: Establish areas of higher density to allow for a mix in housing options.
 - The R-8 (Residential – 8 du/ac) zone district allows for flexibility in the type of housing units that can be built per the Zoning & Development Code, allowing for both single-family and multifamily construction. With this ability, it becomes easier to add diversity to the City’s housing stock. While the R-5 (Residential – 5 du/ac) zone district also allows for the same flexibility, the R-8 provides the higher density desired by the Pear Park Neighborhood Plan & the 2020 Comprehensive Plan.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Ute Canyon Rezone request, for a rezone from R-5 (Residential 5 du/ac) to R-8 (Residential – 8 du/ac) for the property located at 3124 D Road, the following findings of facts 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, Staff recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact from this request.

SUGGESTED MOTION:

I move to introduce an ordinance rezoning approximately 8.25 acres from an R-5 (Residential - 5 du/ac) zone district to a R-8 (Residential - 8 du/ac) zone district located at 3124 D Road and set a public hearing for August 3, 2022.

Attachments

1. Exhibit 1 - Development Application
2. Exhibit 2 - Neighborhood Meeting Information
3. Exhibit 3 - Site Maps & Pictures of Site
4. Exhibit 4 - Draft Zoning Ordinance

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="Residential"/>	Existing Zoning <input type="text" value="R-5"/>
Proposed Land Use Designation <input type="text" value="Residential"/>	Proposed Zoning <input type="text" value="R-8"/>

Property Information

Site Location: <input type="text" value="3124 D Road"/>	Site Acreage: <input type="text" value="8.25"/>
Site Tax No(s): <input type="text" value="2943-153-48-002"/>	Site Zoning: <input type="text" value="R-5"/>
Project Description: <input type="text" value="Change in Zoning from R-5 to R-8"/>	

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 Tom Logue
 DN: cn=Tom Logue, o.ou, email=talldc@msn.com, c=US
 Date: 2015.09.29 05:46:22 -0600'

Date

Signature of Legal Property Owner

Date

UTE CANYON SUBDIVISION
Rezone and Preliminary/Final Plan Application Request
NEIGHBORHOOD MEETING
April 13, 2022

A neighborhood meeting to discuss the pending Rezone and Preliminary/Final Plan application request was held at 5:30 p.m. on April 11 at 3210 I-70 Business Loop Unit 14N in the Mesa Pointe Shopping Center adjacent to Chin-Chin Restaurant.

In addition to the applicant and his representative, 12 neighbors out of the approximately 138 that were notified of the Neighborhood Meeting attended. An attendance roster is attached.

An overview of the proposed development and the City's approval process was presented by the owner's representative and the staff planner. The meeting lasted about 60 minutes.

Topics specific to development proposal discussed mainly included the existing irrigation ditch laterals located on the east, west and north sides of the proposed development and the importance of maintaining these laterals. The applicant indicated to the neighbors that irrigation water is not anticipated to be delivered to each lot due to their small size.

Other topics that were discussed included:

- Support of the proposed buffer strip along the east boundary of the development.
- The architectural style and character of the proposed dwellings.
- Maximum building heights.
- Type and style of boundary fencing.
- Future D ¼ Road extension and improvements.
- Development schedule and City approval processing.

Respectfully submitted,

Stacey Cook, Manager
Lucky Us Properties, LLC.

Attachment: Attendance Roster

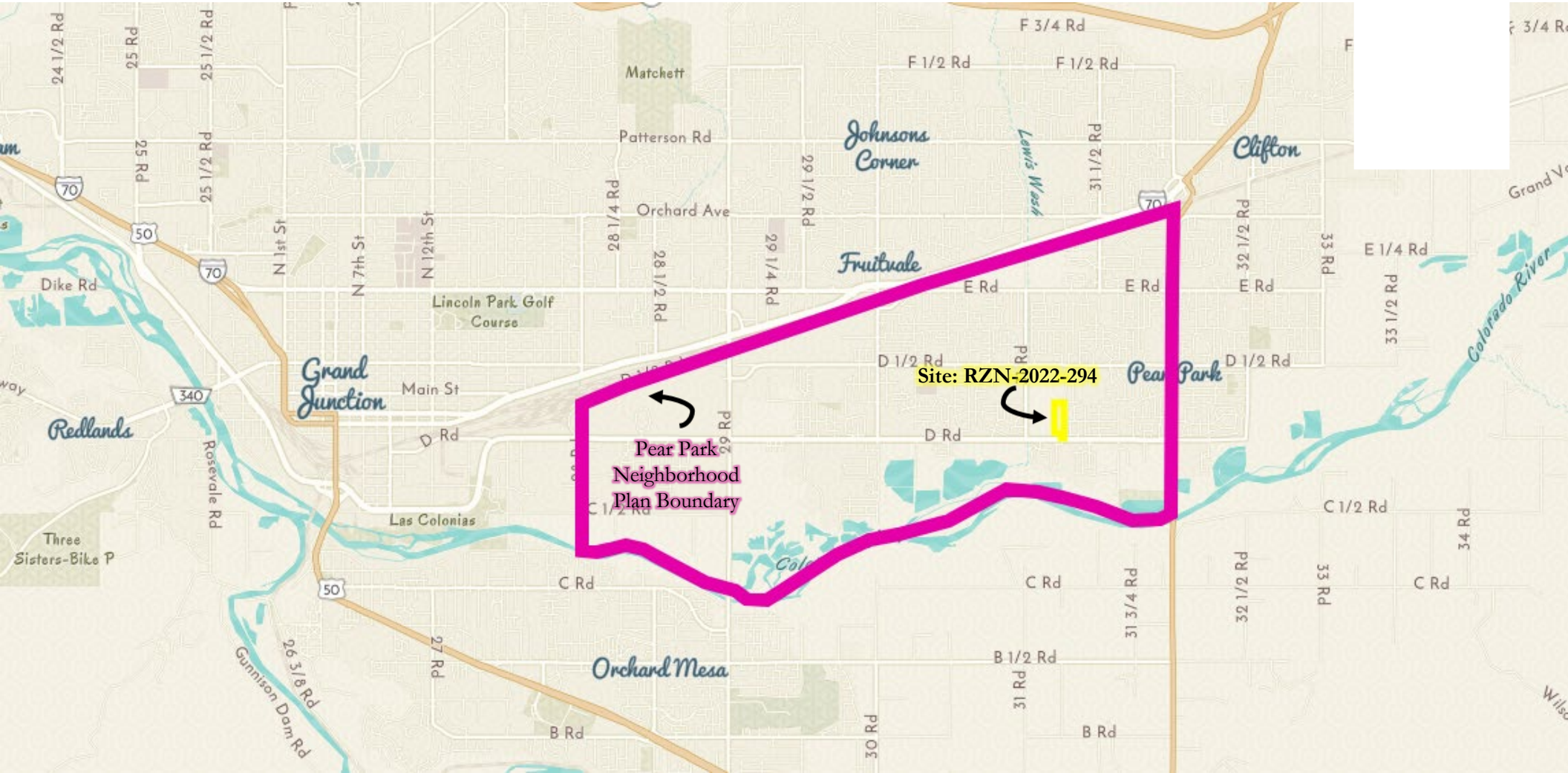
**UTE CANYON SUBDIVISION
GRAND JUNCTION DEVELOPMENT APPLICATION**

NEIGHBORHOOD MEETING
3210 I-70 Business Loop, Unit 14N
5:30 pm, April 11, 2022

Print Name	Address	E-Mail
James Baker	3122 D Road	jim.a.baker@gmail.com
Felicia Baker	3122 D Rd	fselby11@gmail.com
Art Thompson	3126 N Teal Ct	
Lauri Thompson	3126 N Teal Ct	coloradomimi@aol.com
Candace & Felimon Ruiz	3125 1/2 N. Teal Ct	candace.ruiz@gmail.com
Sue & Gary Miller	4613 W Mallard Way	gmsm4u@gmail.com
Jack Albright	3110 D Rd	jaskval81503@gmail.com
Bob Kopetsky & Marsha	425 W Mallard Way	bdkopetsky@gmail.com
Felimon Ruiz		Felimon Ruiz 63
Chuck Reid Bloss	412 31 Road	—

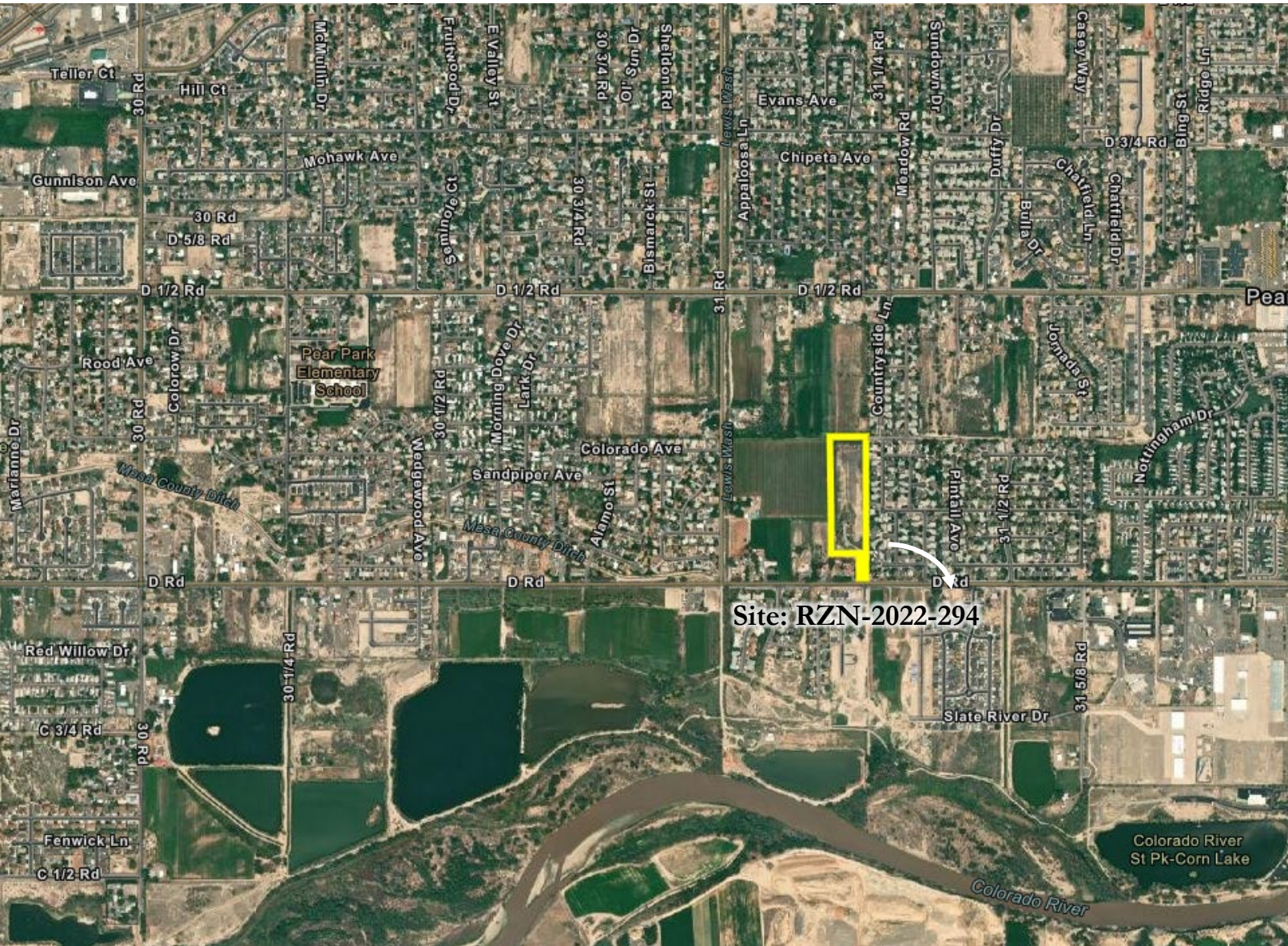
Ute Canyon Rezone

Vicinity Map



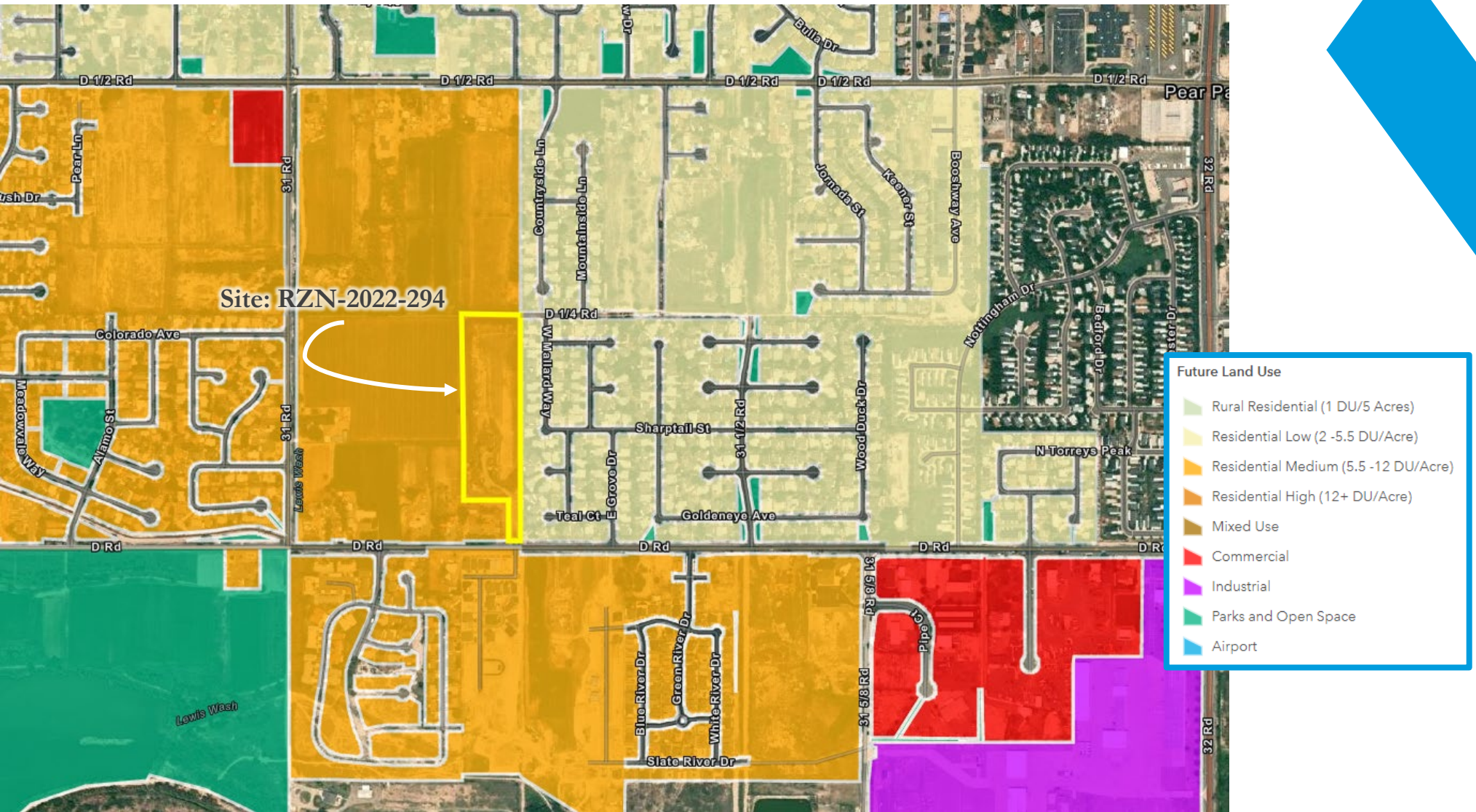
Ute Canyon Rezone

Site Location Map



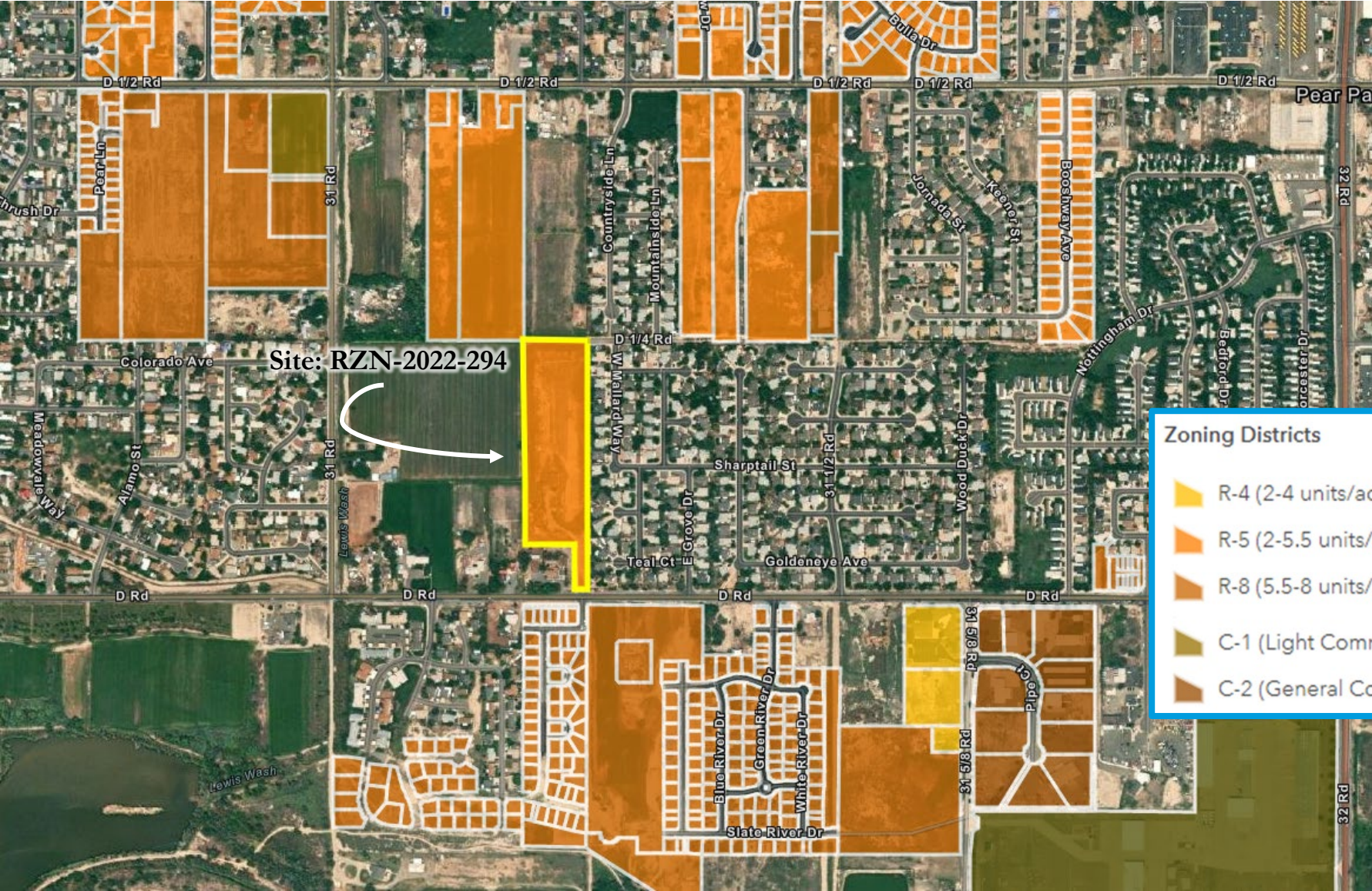
Ute Canyon Rezone

Land Use Map



Ute Canyon Rezone

Zoning Map



Site: RZN-2022-294

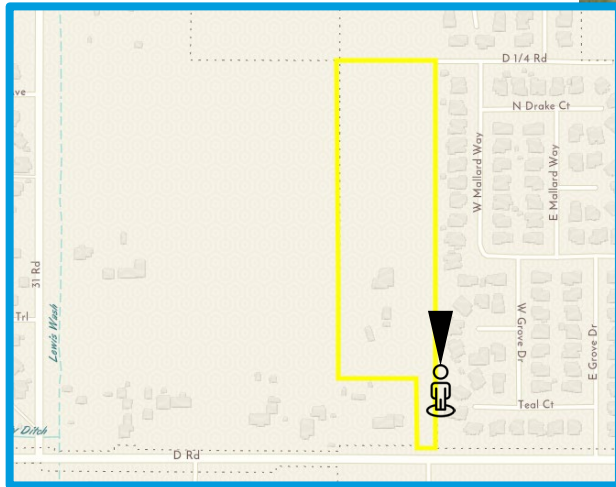
Zoning Districts

- R-4 (2-4 units/acre)
- R-5 (2-5.5 units/acre)
- R-8 (5.5-8 units/acre)
- C-1 (Light Commercial)
- C-2 (General Commercial)

Ute Canyon Rezone

Site Photo

Google Maps street view of property looking north from D Rd



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING FROM R-5 (RESIDENTIAL - 5 DU/AC) TO R-8
(RESIDENTIAL – 8 DU/AC) ZONE DISTRICT**

**LOCATED AT 3124 D ROAD
Tax Parcel No. 2943-153-48-002**

Recitals:

The property owner, Lucky Us Properties, LLC, proposes a rezone from R-5 (Residential – 5 du/ac) to R-8 (Residential – 8 du/ac) on a total of 8.25-acres located at 3124 D Road.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of changing the zoning from R-5 (Residential – 5 du/ac) to R-8 (Residential – 8 du/ac) for the property, finding that it conforms to and is consistent with the Land Use Map designation of Residential Medium (5.5 – 12 du/ac) of the 2020 One Grand Junction 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 rezoning from R-5 (Residential – 5 du/ac) to R-8 (Residential – 8 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-8 (Residential – 8 du/ac) zone district is consistent and is in conformance with the Comprehensive Plan and at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

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

The following property shall be zoned R-8 (Residential – 8 du/ac) on the zoning map:

Lot 2 Bailey Minor Subdivision, Grand Junction, Mesa County, Colorado

Introduced on first reading this ___ day of _____, 2022 and ordered published in pamphlet form.

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

ATTEST:

City Clerk

Mayor



Grand Junction City Council

Regular Session

Item #2.b.iii.

Meeting Date: July 20, 2022
Presented By: Jace Hochwalt, Senior Planner
Department: Community Development
Submitted By: Jace Hochwalt, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Rezoning Approximately 17.4 Acres from PD (Planned Development) to C-1 (Light Commercial), Located at the Southern Corner of Horizon Drive and 27 1/2 Road and Setting a Public Hearing for August 3, 2022

RECOMMENDATION:

Planning Commission heard this item at its July 12, 2022 meeting and voted (7-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

On the Horizon LLC and Over the Horizon LLC are requesting the rezone of two parcels totaling approximately 17.4 acres from PD (Planned Development) to C-1 (Light Commercial) located at the southern corner of Horizon Drive and 27 ½ Road. The requested C-1 zone district conforms with the Comprehensive Plan Land Use Map designation of Commercial.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The proposed rezone comprises two parcels totaling 17.4 acres situated at the southern corner of Horizon Drive and 27 ½ Road that has sat vacant and has not been formally subdivided. The southernmost parcel has an address of 682 Horizon Drive, but the northernmost parcel does not contain an address at this time. The property was annexed into the Grand Junction city limits in 1978 as part of the Etter Annexation No. 2, and has a PD zone district which was approved in February of 2001 as City File Number ODP-2000-058. The subject site was only a portion of the approved Outline Development Plan (ODP), and a majority of its use designation was Business/Commercial, which allowed for a number of commercial, multi-family, and

retail type uses. There were also some Open Space and Residential designations proposed along the existing drainage way and southern boundary of both parcels that abut against the existing residential neighborhoods. At the time of approval, the Outline Development Plan had a three-year expiration, which was extended for another three years in April of 2004. There was no follow-up or development of the site following the 2004 extension, and as such, the Outline Development Plan formally expired on April 7, 2007. While the site currently has a PD zoning designation, there is no active plan in place, and a rezone is required prior to any major development of the site.

The site is situated at the southern corner of the Horizon Drive and 27 ½ Road intersection and surrounded by several different uses. Adjacent to the north is underdeveloped land, to the south is the Ptarmigan Ridge Subdivision, to the east are single-family residential uses and the First Presbyterian Church of Grand Junction, and to the west is the Safeway Shopping Center. Adjacent zoning to the north and west is Light Commercial (C-1), with the zoning to the south and east as R-4 (Residential 4 units/acre) and PD (Planned Development). The 2020 One Grand Junction Comprehensive Plan classifies the subject property and adjacent properties to the north and west with a Commercial land use designation. Zone districts that may implement the Commercial Land Use classification include Mixed Use (M-U), Business Park (B-P), Industrial Office Park (I-O), Light Commercial (C-1), General Commercial (C-2), as well as the form-based Mixed Use Residential and Commercial districts. As such, the Comprehensive Plan land use classification of Commercial does support the rezone request to C-1 (Light Commercial).

Because of the expiration of the formerly approved ODP that encompassed the subject site, the Applicant is proposing a rezone to Light Commercial to allow for future development of the site. While no development is currently proposed for the site, if the rezone application is approved and a development is subsequently proposed, it would be required to go through a formal review process, likely in the form of a Major Site Plan Review.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held virtually on April 12, 2022 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant team and City staff were present, as well as 13 members of the public. The rezone request was discussed as well as the allowed uses within the C-1 zone district.

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 May 2, 2022. 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 July 1, 2022. The notice of the Planning Commission public hearing was published on July 5, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Municipal Code, in order to maintain internal consistency between this code and the zoning maps, zoning map amendments must only occur if at least one of the five criteria listed below is met. Staff analysis of the criteria is found below each listed criterion.

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

The Comprehensive Plan Land Use Map identifies the subject property as Commercial, which is generally similar to the designation the property had in 2001 when the ODP was approved (which at the time was Mixed-Use). According to the 2001 ODP, a majority of the subject site had a designation of Business/Commercial, which allowed for a variety of commercial, multi-family, and retail uses. With that said, the ODP formally expired in April of 2007 and while the site has a zoning designation of Planned Development, no approved plan is in place. Therefore, no major development can occur on site until the property is either rezoned, or a new Outline Development Plan (ODP) is proposed. Although the ODP has expired, staff finds that the original premises of the prior land use classification of Business/Commercial under the approved ODP, which accommodated very similar uses to the C-1 (Light Commercial) zone district, are not invalidated. As such, staff finds this criterion has not been met.

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

As previously indicated, the subject site has not been subdivided and has remained vacant. There is still a sizable amount of vacant or underdeveloped land in the surrounding area, albeit much of the vacant land does have some topographical challenges, including the subject site. There has been some development in the surrounding area of the subject site since the original Outline Development Plan was approved in 2001, with the largest development being the Safeway and associated shopping center to the west which was constructed in phases between 2002 and 2008. While the rezone would allow for further development of the subject site, the character and/or condition of the area hasn't necessarily changed since the expiration of the ODP, and as such, 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

The subject property is within an urbanized area in the north portion of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to serve uses associated with the C-1 zone district. The type and scope of land-use allowed within the C-1 zone district is similar in character and extent to the existing land-use of many nearby properties, which include restaurants, hotels, gas stations, and grocery stores/shopping centers. The subject site is currently served by Ute Water, Persigo Wastewater Treatment, and Xcel Energy (electricity and natural gas). Additionally, multi-modal access to the site is sufficient, with multiple bus stops

within a few hundred feet of the subject site. There is also a proposed roundabout currently under design for the Horizon and G Road/27 ½ Road intersection that will likely be under construction in the next couple years. The application packet was sent out to applicable utility companies for this rezone proposal, and there were no objections expressed during the review process. Based on the provision of adequate public utilities and community facilities to serve the rezone request, staff finds that this criterion has been met.

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

The subject site has a Planned Development zoning designation, but has no approved plan that is in effect. As such, a rezone is necessary for future development of the site. The Applicant is proposing a zoning designation of C-1 (Light Commercial) to allow flexibility of uses on the site. The C-1 zone district accounts for approximately 1,158 acres of City zoned land (or 5.6%), and of that, approximately 67 acres are vacant within the City limits. While the site has sat vacant, staff believes that there is land throughout the City (and in close proximity of the subject site) available to accommodate the diversity of uses allowed within the C-1 zone district. Based on these considerations, staff finds that this criterion has not been met.

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

The site is well served by transportation infrastructure, utilities, and other community facilities, and is within close proximity to commercial and employment centers. While the site has a Planned Development zoning designation, there is no approved Outline Development Plan in effect, as it expired in 2007. As such, a rezone of the property will accommodate future development of the site that couldn't otherwise occur in its current capacity, thus providing benefits to the surrounding area and community. As such, staff finds this criterion has been met.

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

Plan Principle 3.1.b. 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

Plan Principle 3.6.b. Mix of Uses - Support the creation of a mix of uses as in

neighborhood centers and along prominent corridors that reflect the needs of adjoining residents and the characteristics of individual neighborhoods, including, but not limited to retail, office, entertainment, schools, libraries, parks, recreation amenities, transit facilities, and other amenities.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing the On/Over the Horizon Rezone, RZN-2022-272, rezoning two parcels totaling 17.4 acres from PD (Planned Development) to C-1 (Light Commercial) for the property located at the south corner of Horizon Drive and 27 ½ Road, the following findings of fact have been made:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan; and
2. In accordance with Section 21.02.140 of the Grand Junction Zoning and Development Code, one or more of the criteria have been met.

Therefore, Planning Commission recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to introduce an ordinance rezoning approximately 17.4 acres from a PD (Planned Development) zone district to a C-1 (Light Commercial) zone district located at the south corner of Horizon Drive and 27 ½ Road and set a public hearing for August 3, 2022.

Attachments

1. Exhibit 1 - Application Packet
2. Exhibit 2 - Neighborhood Meeting Documentation
3. Exhibit 3 - Maps and Exhibits
4. ORD-Zoning 17.4 Acres on Horizon Drive 071522

General Project Report

**Over/On the Horizon Rezone
682 Horizon Drive and Adjacent Parcel
to the North
Parcel No. 2945-012-00-092 & 094**

April 13, 2022

Prepared for:

**On the Horizon, LLC and Over the Horizon, LLC
1111 S. 7th Street, Grand Junction, CO 81501**

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 on the east side of Horizon Drive26 Road, at 682 Horizon Drive and the parcel to the north (2945-012-00-094).

2) Acreage: The subject parcels contain approximately 17.4 acres, combined.

3) Proposed Use: This submittal is for the Rezoning of the parcel from PUD to C-1. The future land use is Commercial. The proposed C-1 zoning meets the intent of the 2020 Comprehensive Plan with regards to density and use. The current PD zoning is expired does not meet the intent of the 2020 Comprehensive Plan.

B. Public Benefit

The proposed Rezone will provide commercial zoned properties along the commercial corridor of Horizon Drive.

C. Neighborhood Meeting

A neighborhood meeting was held virtually via a zoom meeting on Tuesday, April 12, 2022. 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 C-1 zoning is an appropriate district for the Commercial category of the Comprehensive Plan.

2) Land use in the surrounding area:

The uses contained within the surrounding area are a mix of medium/high density residential, as well as commercial uses along Horizon (i.e. Safeway shopping center across the street and restaurants, offices located further to the northwest), a couple of churches and vacant parcels. A new Mormon Temple is being built on the vacant site just to the southwest.

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
City of Grand Junction Sewer
Grand Valley Water Users Association
Xcel Energy (Gas & Electric)
City of Grand Junction Fire – Station 6

Spectrum/Charter
CenturyLink/Lumen

The location of existing fire hydrants has not been investigated and is not applicable to the Rezone request. No development of the parcels is anticipated.

5) Special or unusual demands on utilities:

There will be no unusual demand on utilities as a result of the Rezone.

6) Effects on public facilities:

The Rezone will have no adverse effect on public facilities.

7) Hours of operation:

Not applicable.

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 Rezone 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 rezoning of this property.

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

No development is proposed for the parcels, therefore permits will not be required as a result of the rezone.

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 Rezone request to the C-1 zone district will bring the parcels into compliance with the newly adopted 2020 Comprehensive Plan. The current, and expired PD zoning does not implement the plan.

(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 the continuation of commercial along the Horizon Drive corridor 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 the proposed C-1 Rezone 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 commercial development parcels in this area, that haven't already been developed, to meet demand.

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

The area will benefit with the addition of commercial zoned properties along an existing commercial corridor.

F. Development Schedule

Not applicable for this submittal.

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="Planned Development"/>	Existing Zoning <input type="text" value="PD"/>
Proposed Land Use Designation <input type="text" value="Commercial"/>	Proposed Zoning <input type="text" value="C-1"/>

Property Information

Site Location: <input type="text" value="682 Horizon Drive, Grand Junction, CO"/>	Site Acreage: <input type="text" value="4.19 Acres"/>
Site Tax No(s): <input type="text" value="2945-012-00-092"/>	Site Zoning: <input type="text" value="PD"/>
Project Description: <input type="text" value="To rezone from PD to C-1 to bring the expired PD in conformance with the 2020 Comprehensive Plan."/>	

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	<input type="text" value="Tracy States"/>	Digitally signed by Tracy States Date: 2022.03.24 12:46:35 -06'00'	Date	<input type="text" value="March 24, 2022"/>
Signature of Legal Property Owner			Date	<input type="text" value="3/28/22"/>

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) On the Horizon LLC ("Entity") is the owner of the following property:

(b) 682 Horizon Drive, Grand Junction, CO

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) member _____ for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

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

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

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

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

(e) 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: 

Printed name of person signing: Darin J. Carei, Member

State of Colorado)

County of Mesa) ss.


Subscribed and sworn to before me on this 28th day of March, 2022

by Darin Carei

Witness my hand and seal.

My Notary Commission expires on 1-25-2025

KIM L SMEINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904000196
MY COMMISSION EXPIRES JANUARY 25, 2025


Notary Public Signature

QUITCLAIM DEED

The "Grantor," Emanuel Epstein Revocable Trust Dated June 16, 2004, as Amended and Restated April 18, 2005, whose legal address is 12143 88th Avenue North, Seminole, Florida 33772, of the County of Pinellas and State of Florida, for the consideration of --NO CONSIDERATION--, hereby sells and quitclaims to On The Horizon LLC, a Colorado limited liability company, the "Grantee," whose legal address is Post Office Box 400, Mesa, Colorado 81643, County of Mesa and State of Colorado, the following real property, including after-acquired title, in the County of **Mesa** and State of **Colorado**, to wit:

Parcel 1:

That part of the NW1/4NW1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian, lying South and East of the County Road as recorded in Book 822 at Page 245; LESS AND EXCEPT any portion lying in Horizon Drive, ALSO LESS AND EXCEPT tract(s) as described in document recorded April 3, 1962 in Book 822 at Page 245 and tract(s) as described in document recorded April 10, 1962 in Book 822 at Page 480, ALSO LESS AND EXCEPT tract(s) as described in document recorded April 8, 1982 in Book 1426 at Page 244 and tract(s) as described in document recorded September 6, 2002 in Book 3149 at Page 414.

Parcel 2:

That part of the NE1/4NW1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian, lying North and West of the County Highway, as recorded in Book 822 at Page 245; LESS AND EXCEPT any portion lying in Horizon Drive, ALSO LESS AND EXCEPT tract(s) as described in document recorded April 8, 1982 in Book 1426 at Page 244 and tract(s) as described in document recorded September 6, 2002 in Book 3149 at Page 414.

with all its appurtenances.

Signed this 20th day of November, 2020.

**EMANUEL EPSTEIN REVOCABLE TRUST
DATED JUNE 16, 2004, AS AMENDED AND
RESTATED ON APRIL 18, 2005**

By: Deborah Schneide, Trustee
Deborah Schneide, Trustee

STATE OF FLORIDA)
County of Pinellas) ss.

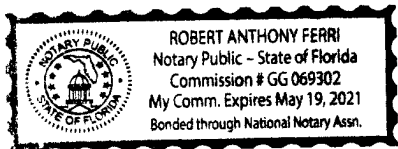
The foregoing instrument was acknowledged before me this 20th day of November, 2020, by Deborah Schneide, Trustee of the Emanuel Epstein Revocable Trust Dated June 16, 2004, as Amended and Restated April 18, 2005.

Witness my hand and official seal.

My commission expires: 05/19/2021



Notary Public



2283131 BK 4025 PG 189-190
10/28/2005 02:29 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$10.00 SurChg \$1.00
DocFee \$45.00

PERSONAL REPRESENTATIVE'S DEED
(Sale)

THIS DEED is made by B. J. Jacquelin, as Personal Representative of the Estate of Jimmie Lee Etter, a/k/a Jimmie L. Etter, a/k/a Jimmie Etter, a/k/a J. L. Etter, deceased, Grantor, to Emanuel Epstein, Grantee, whose legal address is 1900 Quentin Road, Apt. E-14, Brooklyn, New York 11229 of the _____

*County of Kings, State of New York.

WHEREAS, the decedent died on the date of August 19, 2000 and Grantor was duly appointed Personal Representative of the Estate by the _____ District Court in and for the _____ County of Mesa, State of Colorado, Probate No. 00 PR 287, on the date of December 14, 2004, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell and convey unto Grantee (in-joint tenancy),** for and in consideration of Four Hundred Fifty Thousand and no/100 (\$450,000.00) Dollars the following described real property situate in the _____ County of Mesa, State of Colorado:

See attached Exhibit A and by this reference incorporated herein

also known by street and number as: vacant land at Horizon Drive and G Road, Grand Junction, Colorado 81506
assessor's schedule or parcel number: 2945-012-00-072, 2945-012-00-074 and 2945-012-00-076

It is believed this
is referencing Parcel Nos.
2945-012-00-092 & 094
072 & 074 don't exist.

With all appurtenances.

As used herein, the singular includes the plural and the plural the singular.

NOTE: Letters Testamentary evidencing the appointment of the personal representative were recorded on June 8, 2005, in Book 3915 at Page 113 of the Mesa County records.

Executed: 10-27-05

B. J. Jacquelin
Personal Representative of the Estate of Jimmie Lee Etter, a/k/a Jimmie L. Etter, a/k/a Jimmie Etter, a/k/a J. L. Etter, Deceased

STATE OF COLORADO)
COUNTY OF MESA) ss.

The foregoing instrument was acknowledged before me this 27th day of October, 2005, by B. J. Jacquelin as Personal Representative of the Estate of Jimmie Lee Etter, a/k/a Jimmie L. Etter, a/k/a Jimmie Etter, a/k/a J. L. Etter, Deceased.

Witness my hand and official seal.
My commission expires: 8-2-09



My Commission Expires 08/12/2005

[Signature]
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

EXHIBIT A

An undivided 1/4 interest in the following described property located in Mesa County, Colorado:

Part of the NE 1/4 NW 1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian, (also known as Lots 13, 14, 15 and 16 of the Jaynes Subdivision as recorded in plat book 2 on page 12), described as follows:

Beginning at the Northeast corner of the NE 1/4 NW 1/4 of said Section 1,

thence South 782.5 feet;

thence West 408 feet;

thence South 82°49' West 220 feet;

thence South 55°57' West 596 feet;

thence West 190 feet more or less to the West line of the said NE 1/4 NW 1/4;

thence North to the Northwest corner of the NE 1/4 NW 1/4;

thence East to the point of beginning.

EXCEPT beginning at the NE corner of the NE 1/4 NW 1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian;

thence South 230 feet;

thence West 230 feet;

thence North 230 feet;

thence East 230 feet to the point of beginning.

EXCEPT road as platted along the North boundary thereof and a strip lying East of the following described line;

Beginning at a point 782.5 feet South and 40 feet West of the Northeast corner of the said NE 1/4 NW 1/4;

thence North 702.5 feet;

thence Northwesterly along a curve whose radius is 60 feet through a central angle of 90°.

AND

All that part of the NW 1/4 NW 1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian lying South and East of the County Road as recorded in Book 822 at Page 245.

EXCEPT tracts of land deeded to County of Mesa and the City of Grand Junction in Deeds recorded in Book 822 at Page 245, Book 822 at Page 480, Book 1426 at Page 244, Book 2896 at Page 419 and Book 3149 at Page 414.

Assessor's tax schedule or parcel numbers: 2945-012-00-072

Assessor's tax schedule or parcel numbers: 2945-012-00-074

Assessor's tax schedule or parcel numbers: 2945-012-00-076

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:

ON The Horizon, LLC

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: Limited Liability Company

The entity is formed under the laws of the State of Colorado

The mailing address for the entity is: 1111 S. 7th St
Grand Jct, CO 81501

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:

Darin J. Carei, member

The 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:

Executed this 17th day of March, 2022

Darin J. Carei
Signature (Type or Print Name Below)
Darin J. Carei

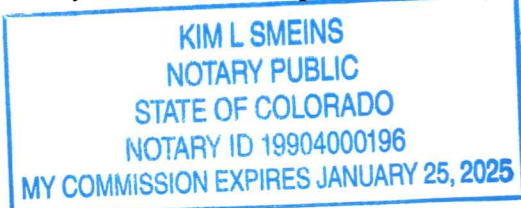
STATE OF COLORADO)
)ss.
COUNTY OF Mesa)
Colorado)

The foregoing instrument was acknowledged before me this 17th day of March, 2022, by Darin J. Carei (insert name of individual) as member (insert office held or role (President, Vice President or member, manager or managing member for LLCs) for On The Horizon, LLC (insert name of corporation or LLC).

Witness my hand and official seal.

My commissioner expires: 1-25-2025

[Signature]
Notary Public



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="Planned Development"/>	Existing Zoning <input type="text" value="PD"/>
Proposed Land Use Designation <input type="text" value="Commercial"/>	Proposed Zoning <input type="text" value="C-1"/>

Property Information

Site Location: <input type="text" value="No Physical Address"/>	Site Acreage: <input type="text" value="13.21 Acres"/>
Site Tax No(s): <input type="text" value="2945-012-00-094"/>	Site Zoning: <input type="text" value="PD"/>
Project Description: <input type="text" value="To rezone from PD to C-1 to bring the expired PD in conformance with the 2020 Comprehensive Plan."/>	

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	<input type="text" value="Tracy States"/>	<small>Digitally signed by Tracy States Date: 2022.03.24 12:46:35 -06'00'</small>	Date <input type="text" value="March 24, 2022"/>
Signature of Legal Property Owner			Date <input type="text" value="3/28/22"/>

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Over the Horizon LLC ("Entity") is the owner of the following property:

(b) No Physical Address (Parcel No. 2945-012-00-094)

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

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

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

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

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

(e) 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: 

Printed name of person signing: Darin J. Carei, Member

State of Colorado)

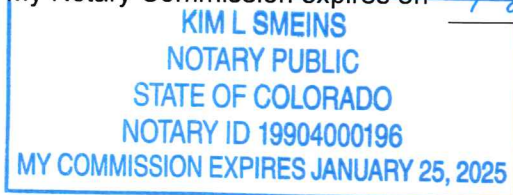
County of Mesa) ss.

Subscribed and sworn to before me on this 28th day of March, 20 22

by Darin Carei

Witness my hand and seal.

My Notary Commission expires on 1-25-2022




Notary Public Signature



SPECIAL WARRANTY DEED

The "Grantor," Emanuel Epstein Revocable Trust Dated June 16, 2004, as Amended and Restated April 18, 2005, whose legal address is 12701 126th Avenue North, #213, Largo, Florida 33774, of the County of Pinellas and State of Florida, for the consideration of Ten and no/100-- DOLLARS, (\$10.00), in hand paid, hereby sells and conveys to Over The Horizon LLC, a Colorado limited liability company, the "Grantee," whose legal address is Post Office Box 400, Mesa, Colorado 81643, County of Mesa and State of Colorado, all of Grantor's interest in the following real property in the County of Mesa and State of Colorado, to wit:

See attached Exhibit A and by this reference incorporated herein,

also known by street address as: TBD, Grand Junction, Colorado 81506
and assessor's parcel numbers: TBD.

with all its appurtenances, and warrants the title against all persons claiming under the Grantor, except for: liens for real property taxes and assessments for the year of 2019; the standard printed exceptions and all matters that are or would be contained in owner's title insurance commitment or policies; matters that would be disclosed by an accurate survey or personal inspection of the parcel(s) conveyed; zoning and other regulatory laws and ordinances affecting the parcel(s) conveyed; and easements, plats, rights of way, limitations, conditions, reservations, covenants, restrictions, and other matters of record.

Dated this 2nd day of January, 2020.

**EMANUEL EPSTEIN REVOCABLE TRUST
DATED JUNE 16, 2004, AS AMENDED AND
RESTATED ON APRIL 18, 2005**

By: Deborah Schneide Trustee
Deborah Schneide, Trustee

STATE OF FLORIDA)
County of Pinellas) ss.

The foregoing instrument was acknowledged before me this 2nd day of January, 2020, by Deborah Schneide, Trustee of the Emanuel Epstein Revocable Trust Dated June 16, 2004, as Amended and Restated April 18, 2005. by means of physical presence
Witness my hand and official seal.

My commission expires: 5/28/23
Proctor

Carmen F. Alvarez
Notary Public

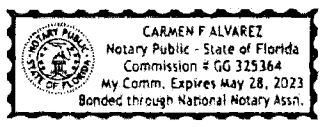


EXHIBIT A

That parcel of land located in the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section 1, Township 1 South, Range 1 West of the Ute Meridian in Grand Junction, Mesa County, Colorado and being more particularly described as follows:

PARCEL 2:

COMMENCING at the Northeast corner of the NE¼ NW¼ of Section 1, Township 1 South, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado, whence the Southeast corner of said NE¼ NW¼ bears South 00°03'04" West, a distance of 1322.09 feet, for a basis of bearings with all bearings contained herein relative thereto; South 00°03'04" West, a distance of 782.50 feet; thence North 89°56'56" West, a distance of 40.00 feet to the West right-of-way line of 27½ Road, as defined in Reception No. 718654, Mesa County records to the POINT OF BEGINNING; thence along the North line of Ptarmigan Pointe, Filings One through Four and Ptarmigan Ridge, Filing Six the following five (5) courses: (1) North 89°56'56" West, a distance of 368.00 feet; (2) South 82°52'04" West, a distance of 220.00 feet; (3) South 56°00'04" West, a distance of 596.00 feet; (4) South 89°31'47" West, a distance of 201.45 feet; (5) North 00°09'26" East, a distance of 381.12 feet, to a point on the South right-of-way line of Horizon Drive as recorded at Reception No. 813145 and Reception No. 813634; thence along said South right-of-way line as described in Reception No. 813634 the following two (2) courses: (1) North 52°45'00" East, a distance of 714.45 feet; (2) with a curve turning to the left having a delta angle of 06°08'04", a radius of 1960.00 feet, an arc length of 209.85 feet, and a chord length of 209.75 feet, with a chord bearing of North 49°40'55" East, to a point on the Southerly right-of-way of 27½ Road, as defined in Reception No. 2075083, Mesa County records; thence along said Southerly right-of-way line of 27½ Road the following six (6) courses: (1) South 43°24'24" East, a distance of 4.77 feet; (2) North 46°22'36" East, a distance of 14.87 feet; (3) South 88°57'02" East, a distance of 17.49 feet; (4) South 44°19'26" East, a distance of 633.32 feet; (5) with a curve turning to the right having a delta angle of 27°59'02", a radius of 320.00 feet, an arc length of 156.29 feet, and a chord length of 154.74 feet, with a chord bearing of South 30°19'55" East; (6) South 00°03'04" West, a distance of 7.21 feet to the POINT OF BEGINNING.

Said parcel containing an area of 13.21 Acres, as herein described.

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:

OVER The Horizon, LLC
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: Limited Liability Company

The entity is formed under the laws of the State of Colorado

The mailing address for the entity is: 1111 S. 7th St
Grand Jct, Co 81501

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:

Darin J Carci, member

The 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:

Executed this 17th day of March, 2022.

Darin Carci

Signature (Type or Print Name Below)

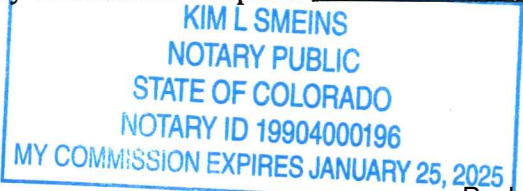
Darin J. Carci

STATE OF COLORADO)
)ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 17th day of March, 2022, by Darin J Carci (insert name of individual) as member (insert office held or role (President, Vice President or member, manager or managing member for LLCs) for Over The Horizon LLC (insert name of corporation or LLC).

Witness my hand and official seal.
My commissioner expires: 1-25-2025

[Signature]
Notary Public





**682 Horizon Drive & the Parcel Adjacent to the north, REZONE
(Parcel Nos. 2945-012-00-092 and 094)**

**SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING
TUESDAY, APRIL 12, 2022, @ 5:30 PM
VIA ZOOM**

A virtual neighborhood meeting for the above-referenced Rezone, was held Tuesday, April 12, 2022, via Zoom, at 5:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on March 30, 2022, per the mailing list received from the City of Grand Junction. There were 15 attendees including Tracy States, Project Coordinator, with River City Consultants and Jace Hochwalt, Senior Planner with the City of Grand Junction. There were 13 neighbors in attendance.

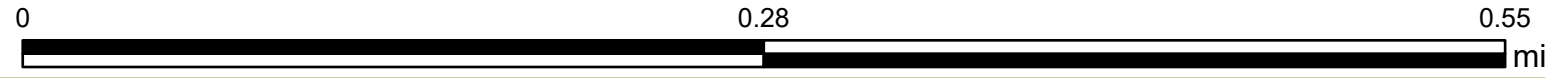
The meeting began at approximately 5:30 PM with attendees beginning to join at 5:15 PM. Tracy States explained where the project was located, that the existing zoning of PD had expired and did not implement the 2020 Comprehensive Plan future land use of Commercial. She explained that a C-1 zoning would be requested (light commercial) and that there was no development currently planned for either parcel, rather the owner was preparing the sites for sale and was proposing the rezone to make the properties more attractive to potential buyers with the rezoning already completed. Ms. States also explained that the owner would likely be doing some grading to the north parcel, also in order to make the property more attractive to a potential buyer.

Jace Hochwalt added that in order for the properties to develop at all, due to the expired PD zoning, the properties would have to be rezoned. One of the attendees asked Jace if Staff supported the rezone request of C-1 and he replied yes, it conforms to the newly adopted 2020 Comprehensive Plan. Mr. Hochwalt also answered questions regarding the process when the properties do develop. One of the attendees asked what type of uses would be allowed. Jace explained there was a table in the Zoning and Development Code that listed allowed uses in the C-1 zone district but would likely mirror existing retail and office uses that already exist on Horizon Drive.

There were some concerns about mitigation of the adjacent residential properties and the wetlands area during the grading process. Ms. States explained that the owner would be applying for a grading permit and plans would be reviewed by City Staff. She also offered to have the attendees contact her and she could provide information as it becomes available and that it would also be available for viewing on the City website. Mr. Hochwalt also offered that the attendees could reach out to him for information and the City would ensure mitigation.

The meeting adjourned at approximately 6:00 PM.

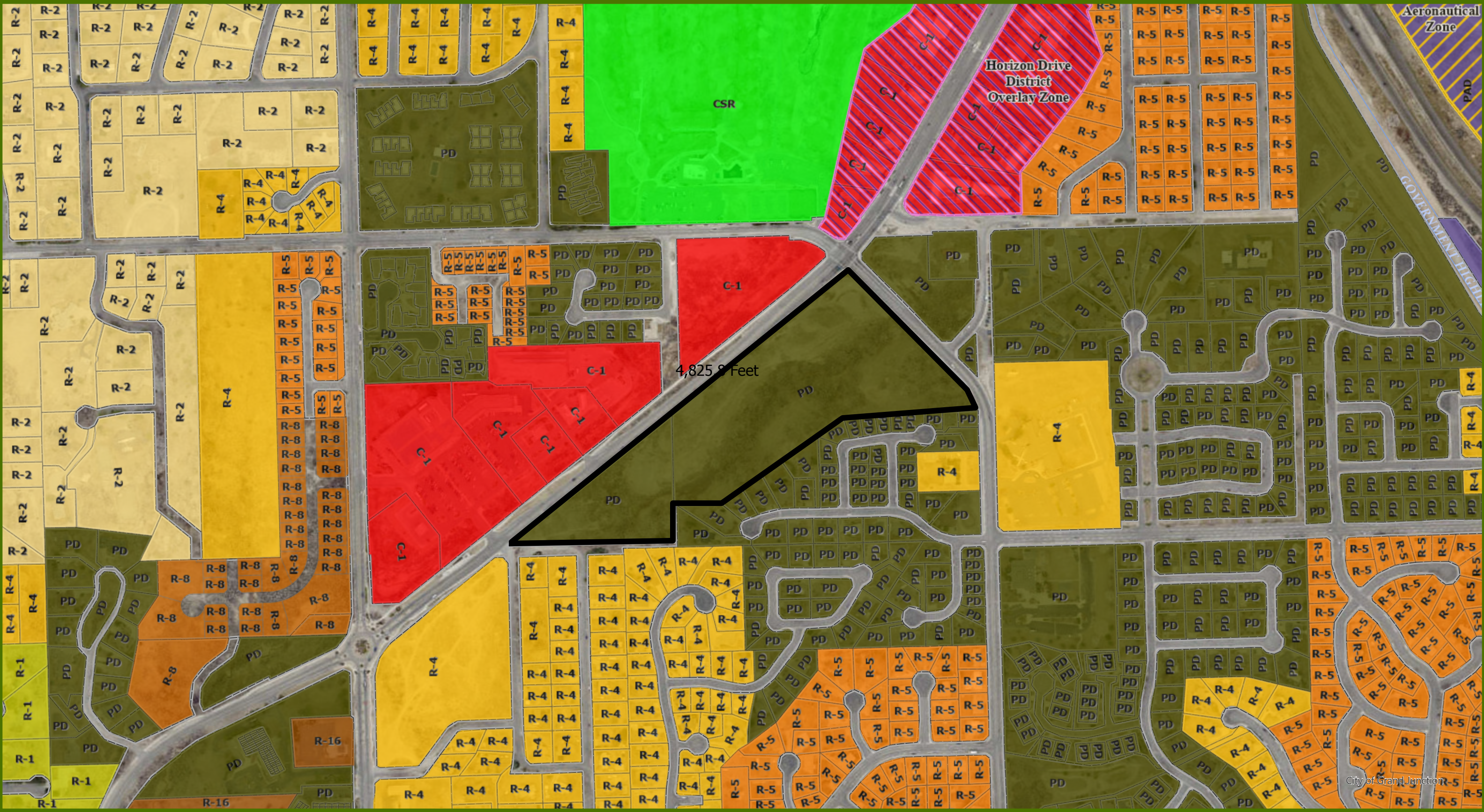
Location Map



Printed: 4/12/2022
1 inch equals 376 feet
Scale: 1:4,514

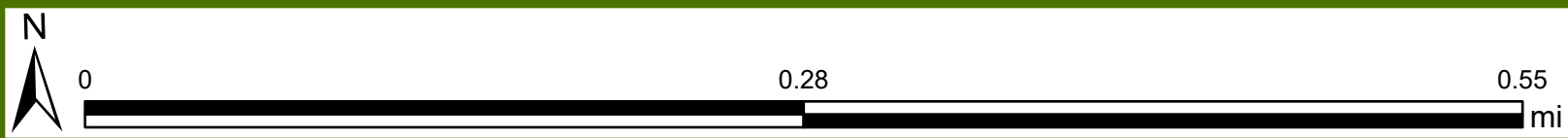
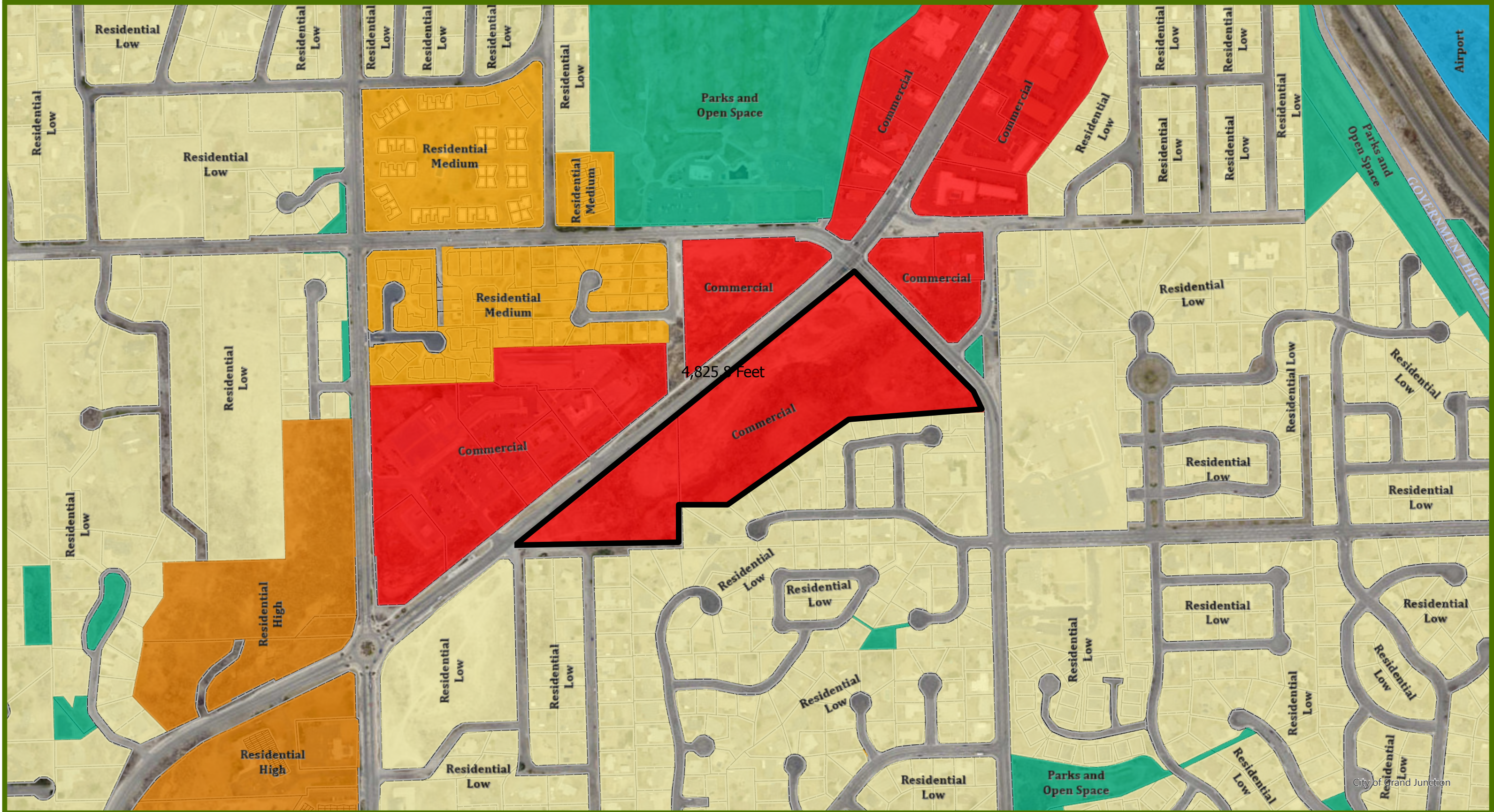


Existing Zoning Map



Printed: 4/12/2022
1 inch equals 376 feet
Scale: 1:4,514

2020 Comprehensive Plan Designation

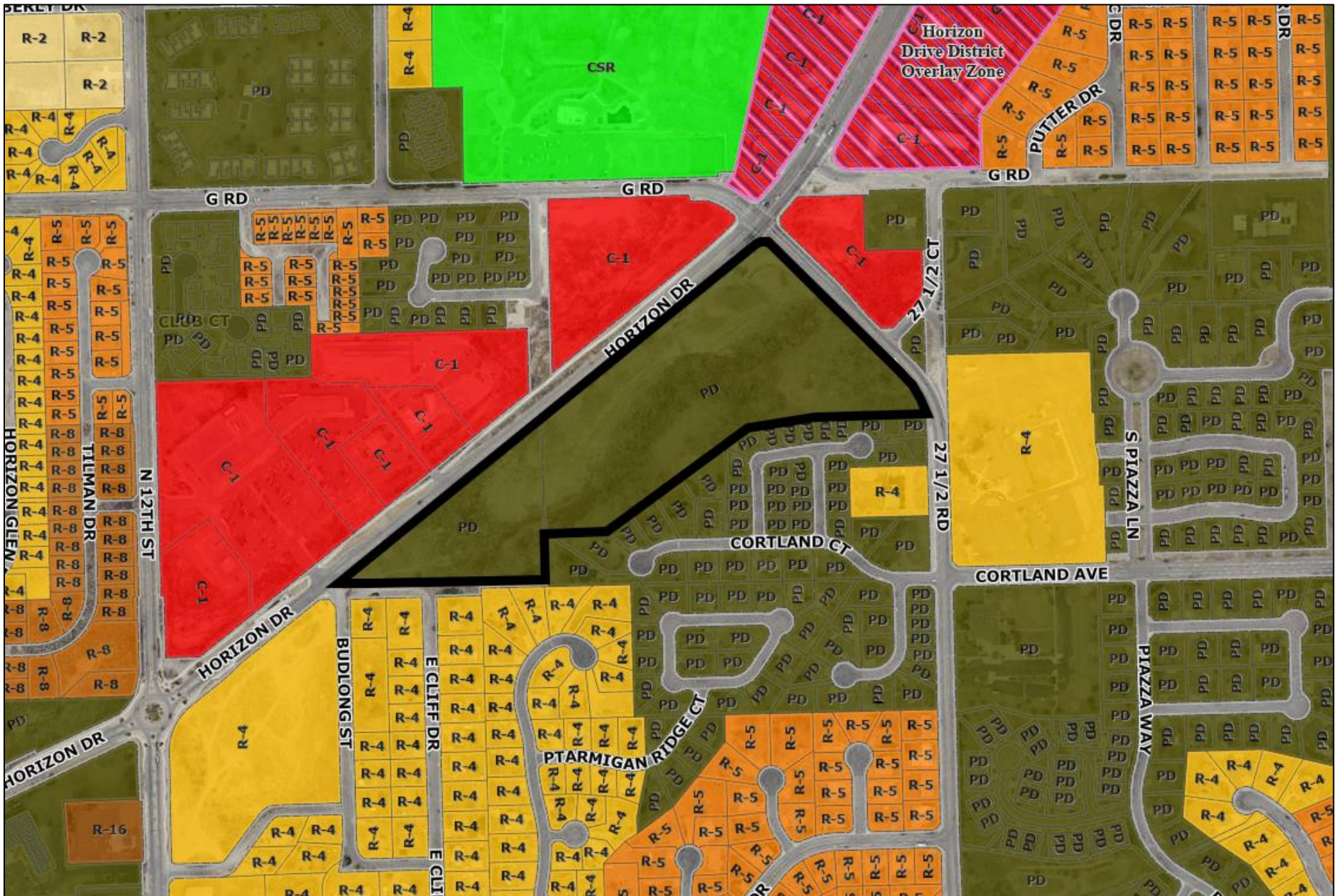


Printed: 4/12/2022
1 inch equals 376 feet
Scale: 1:4,514

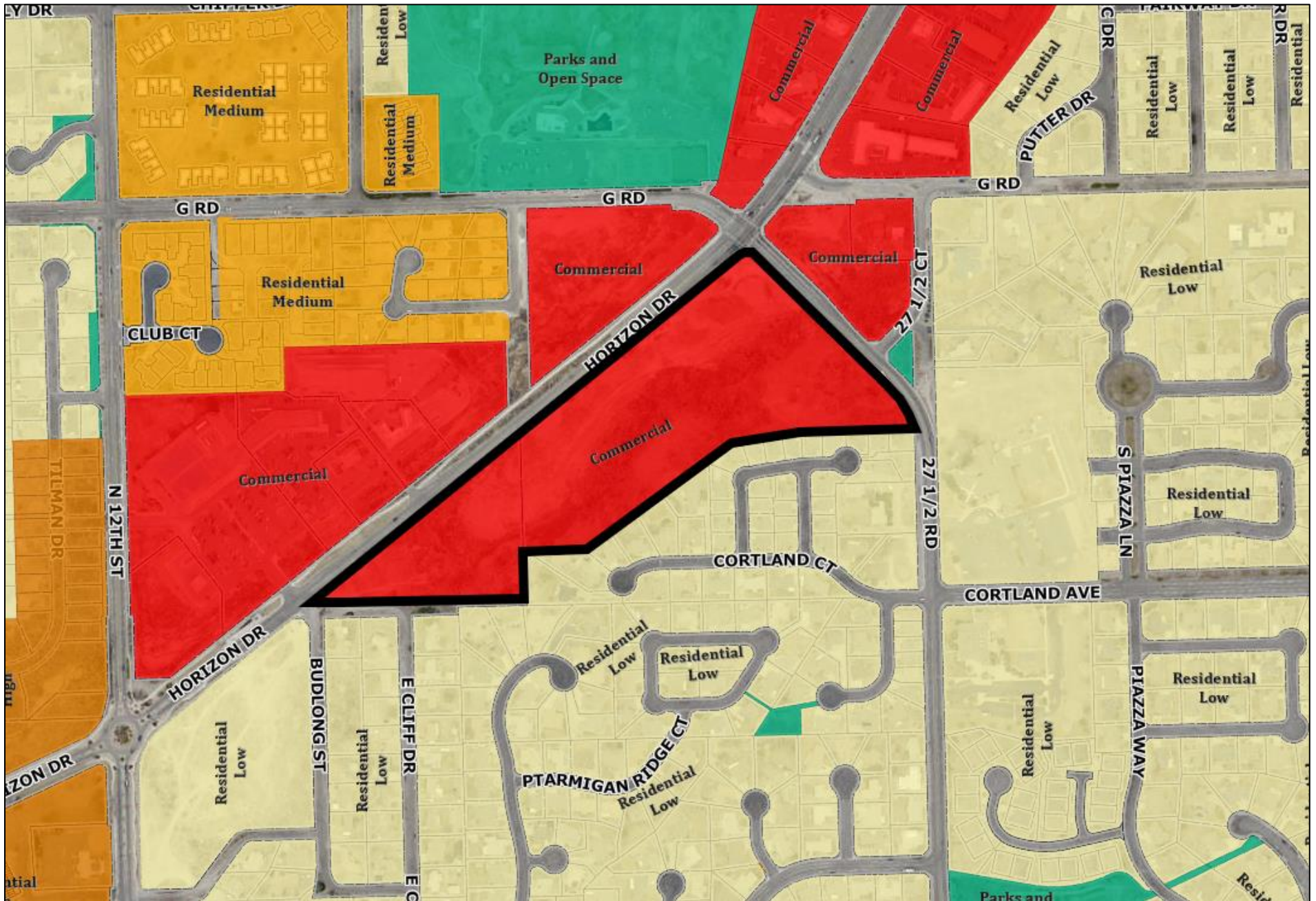
Vicinity Map



Zoning Map



Comprehensive Plan Land Use Map



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

AN ORDINANCE REZONING APPROXIMATELY 17.4 ACRES FROM PD (PLANNED DEVELOPMENT) TO C-1 (LIGHT COMMERCIAL) LOCATED AT THE SOUTHERN CORNER OF HORIZON DRIVE AND 27 ½ ROAD, GRAND JUNCTION, COLORADO

Recitals:

On the Horizon LLC and Over the Horizon LLC (Owners) own two parcels located at the southern corner of Horizon Drive and 27 ½ Road. The two parcels total approximately 17.4 acres (referred to herein and more fully described below as the "Property"). The Property is designated *Commercial* by the Comprehensive Plan Land Use Map. The Owners propose that the property be rezoned from PD (Planned Development) to C-1 (Light Commercial).

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended zoning the Property C-1 (Light Commercial zone district) finding that the rezone request conforms to and is consistent with the Comprehensive Plan Land Use designation of *Commercial*, the Comprehensive Plan's goals and policies, and Commercial zoning is generally compatible with land uses in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that C-1 (Light Commercial zone district) is in conformance with at least one of the stated criteria of §21.02.140 of the Grand Junction Zoning and Development Code.

In consideration of the recommendation by the Planning Commission and the foregoing Recitals, **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:**

The following described property shall be zoned C-1 (Light Commercial):

Parcel No. 2945-012-00-092

Parcel 1:

That part of the NW1/4NW1/4 of Section 1, Township I South, Range 1 West of the Ute Meridian, lying South and East of the County Road as recorded in Book 822 at Page 245; LESS AND EXCEPT any portion lying in Horizon Drive,

ALSO LESS AND EXCEPT tract(s) as described in document recorded April 3, 1962 in Book 822 at Page 245 and tract(s) as described in document recorded April 10, 1962 in Book 822 at Page 480,

ALSO LESS AND EXCEPT tract(s) as described in document recorded April 8, 1982 in Book 1426 at Page 244 and tract(s) as described in document recorded September 6, 2002 in Book 3149 at Page 414,

ALSO LESS AND EXCEPT that parcel of land described at Reception Number 648982.

Parcel No. 2945-012-00-094

That parcel of land located in the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section 1, Township 1 South, Range 1 West of the Ute Meridian in Grand Junction, Mesa County, Colorado and being more particularly described as follows:

PARCEL 2:

COMMENCING at the Northeast corner of the NE¼ NW¼ of Section 1, Township 1 South, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado, whence the Southeast corner of said NE¼ NW¼ bears South 00°03'04" West, a distance of 1322.09 feet, for a basis of bearings with all bearings contained herein relative thereto; South 00°03'04" West, a distance of 782.50 feet; thence North 89°56'56" West, a distance of 40.00 feet to the POINT OF BEGINNING; thence along the North line of Ptarmigan Pointe, Filings One through Four and Ptarmigan Ridge, Filing Six the following five (5) courses: (1) North 89°56'56" West, a distance of 368.00 feet; (2) South 82°52'04" West, a distance of 220.00 feet; (3) South 56°00'04" West, a distance of 596.00 feet; (4) South 89°31'47" West, a distance of 201.45 feet; (5) North 00°09'26" East, a distance of 381.12 feet, to a point on the South right-of-way line of Horizon Drive as recorded at Reception No. 813145 and Reception No. 813634; thence along said South right-of-way line as described in Reception No. 813634 the following two (2) courses: (1) North 52°45'00" East, a distance of 714.45 feet; (2) with a curve turning to the left having a delta angle of 06°08'04", a radius of 1960.00 feet, an arc length of 209.85 feet, and a chord length of 209.75 feet, with a chord bearing of North 49°40'55" East, to a point on the Southerly right-of-way of 27 ½ Road, as defined in Reception No. 2075083, Mesa County records; thence along said Southerly right-of-way line of 27½ Road the following six (6) courses: (1) South 43°24'24" East, a distance of 4.77 feet; (2) North 46°22'36" East, a distance of 14.87 feet; (3) South 88°57'02" East, a distance of 17.49 feet; (4) South 44°19'26" East, a distance of 633.32 feet; (5) with a curve turning to the right having a delta angle of 27°59'02", a radius of 320.00 feet, an arc length of 156.29 feet, and a chord length of 154.74 feet, with a chord bearing of South 30°19'55" East; (6) South 00°03'04" West, a distance of 7.21 feet to the POINT OF BEGINNING.

Said parcel containing an area of 13.21 Acres, as herein described.

Introduced on first reading this 20th day of July, 2022 and ordered published in pamphlet form.

Adopted on second reading the ___ day of ___, 2022 and ordered published in pamphlet form.

ATTEST:

Amy Phillips
City Clerk

Anna Stout
President of City Council



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: July 20, 2022

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

A Resolution Ratifying the City Manager's Signature for the Partial Release and Termination of the Repurchase for the Certain Property in the Dos Rios Subdivision in Grand Junction, Colorado

RECOMMENDATION:

Consider the resolution, proposed agreements and approve the same.

EXECUTIVE SUMMARY:

In 2021, the City and DR Land entered into an agreement where the City sold property in the Dos Rios subdivision and under that agreement the City has the right to repurchase the property under certain conditions. With this Resolution the City will release and terminate certain of the City's rights to repurchase. The property that is subject to the Partial Release and Subordination Agreement is described in the agreements attached to the Resolution.

BACKGROUND OR DETAILED INFORMATION:

In 2021, the City Council authorized the sale of certain real property in the Dos Rios subdivision to DR DEVCO LLC, a Colorado limited liability n/k/a DR LAND LLC.

In connection with the sale, DR Land and the City entered into an agreement where the City has the right to repurchase the Property under certain conditions, the "Repurchase Agreement."

The lender requires a partial release and termination of certain of the City's rights arising out of/under the Repurchase Agreement and in addition, requires a subordination agreement for other property DR Land purchased from the City that is subject to the Repurchase Agreement. The property subject to the Partial Release and Subordination Agreement is described in the agreements attached to the Resolution.

After due consideration of the resolution and the agreements, the City Council may ratify and confirm the City Manager's signature on and in accordance with the documents.

FISCAL IMPACT:

There is no fiscal impact arising out of or under approval of the Resolution.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 60-22 a resolution ratifying the City manager's Signature on the Partial Release and Termination and Subordination agreements for certain property in Dos Rios subdivision.

Attachments

1. RES-Dos Rios Partial Release of Repurchase Right 071522
2. AGR-Subordination Agreement - Repurchase FINAL (00720803xA203C)
3. AGR-Repurchase Right Termination Agreement FINAL (00720801xA203C)

RESOLUTION NO. __-22

A Resolution Ratifying the City Manager's Signature for the Partial Release and Termination of the Repurchase for the Certain Property in the Dos Rios Subdivision in Grand Junction, Colorado

Recitals:

In 2021 with the approval of Ordinance 4992 the City Council authorized the sale of certain real property in the Dos Rios subdivision to DR DEVCO LLC, a Colorado limited liability n/k/a DR LAND LLC.

In connection with the sale, DR Land and the City entered into an agreement where the City has the right to repurchase the Property under certain conditions, as described in that certain Declaration of Repurchase Right dated June 9, 2021, and recorded on June 11, 2021, in the real property records of Mesa County, Colorado as Reception No. 2985241 ("Repurchase Agreement").

In consideration of the owner/developer securing financing to develop certain of the property, the City and DR Land have entered into an agreement to partially release and terminate certain rights the City has under the Repurchase Agreement.

Additionally, the lender requires a subordination agreement for other property DR Land purchased from the City that is subject to the Repurchase Agreement. The property subject to the Partial Release and Subordination Agreement is described in the agreements. The loans, which total over \$11.7 million dollars, will begin to finance the vertical development of Dos Rios and in order to secure the loans the Partial Release and Subordination Agreements are required by the lender.

For these reasons the City Council does ratify and confirm the City Manager's signatures on and in accordance with the attached documents.

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

1. The City Manager's signatures are ratified and authorized by the City Council and the Council directs, as provided in the attached agreements, the Partial Release and Termination of the City's Repurchase Right for the property known and described as Lots 1 and 2 of Riverfront at Dos Rios Filing 5, and the Subordination of the City rights, pursuant to the Subordination Agreement, for the property known and described as Lot 8 of Riverfront at Dos Rios Filing Three, Mesa County Colorado, all as more particularly described and provided in the respective agreements.

2. Collectively the partial Release and Termination Agreement and the Subordination Agreement may be referred to as the Agreements.
3. All actions heretofore taken by the City Manager and City Attorney and other officers, employees and agents of the City relating thereto which are consistent with the provisions of the Agreements and this Resolution are hereby ratified, approved and confirmed.

PASSED AND APPROVED this 20th day of July 2022.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk

DRAFT

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (“**Agreement**”) is entered into as of July ___, 2022, by and between CITY OF GRAND JUNCTION, a Colorado home-rule municipal corporation (the “**City**”), DR LAND LLC, f/k/a DR DEVCO LLC, a Colorado limited liability company (“**DR Land**”), DR TOWNHOMES LLC, a Colorado limited liability company (“**Borrower**”), and BANK OF COLORADO (“**Lender**”).

RECITALS

WHEREAS, DR Land purchased certain real property from the City, including the real property identified on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”). In connection therewith, DR Land and the City entered into an agreement whereby the City has the right to repurchase the Property under certain conditions, as described in that certain Declaration of Repurchase Right dated June 9, 2021 and recorded on June 11, 2021 in the real property records of Mesa County, Colorado as Reception No. 2985241 (“**Repurchase Agreement**”).

WHEREAS, Lender has agreed to extend to DR Land’s affiliate, DR TOWNHOMES, LLC (“**Borrower**”) a credit facility to finance the development of certain real estate in the Dos Rios development, comprised of two (2) loans (“**Loans**”), one in the amount of \$10,000,000.00, and one in the amount of \$1,762,500.00, which Loans are to be secured by a Deed of Trust (“**Deed of Trust**”) which encumbers, among other real property in the Dos Rios development, the Property.

WHEREAS, it is a condition of Lender’s agreement to extend the Loans to Borrower that the Deed of Trust be and at all times remain a lien or charge on the Property prior and superior to the Repurchase Agreement, and to all rights of the City thereunder, and the City is willing to subordinate the Repurchase Agreement and all of its rights thereunder, to the Deed of Trust, and the Loans and the interests of the Lender thereunder, as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Adoption of Recitals.** The Recitals set forth above are adopted as the agreement of the parties, and the facts set forth therein are acknowledged and agreed to be true, accurate and complete.

2. **Subordination.**

(a) **Subordination of Repurchase Agreement.** The Deed of Trust and any and all extensions, renewals, modifications, or replacements thereof, including in connection with any increase in the indebtedness secured thereby, shall be and at all times remain a lien, charge, or interest on the Property prior and superior to the Repurchase Agreement concerning and relating to the Property herein described and to all rights of the City thereunder. The City intentionally

and unconditionally waives, relinquishes, and subordinates the priority and superiority of the Repurchase Agreement and any right and interest thereunder to the lien or charge of the Deed of Trust, and any and all extensions, renewals, modifications, or replacements thereof.

(b) Subordination of City's Rights. The City agrees that certain rights created by the Repurchase Agreement are and shall be subject and subordinate to the Deed of Trust and to any and all amendments, modifications, extensions, replacements, or renewals thereof (including in connection with any increase in the indebtedness secured thereby). Without limitation to the foregoing, the City hereby agrees that it shall not, with respect to the Property, demand, take administrative or other action to enforce (including by withholding any approvals), sue for, or commence any legal proceeding to enforce any of its rights under the Repurchase Agreement without Lender's prior written consent unless and until the Loans have been paid in full, exercise its right of first offer or to repurchase the Property until the Loans are paid in full, unless the amount to be paid is sufficient to pay the Loans in full and to cause a termination of the Loans, or enforce any of its rights under the Repurchase Agreement except as expressly provided herein. The City hereby waives any and all rights of marshaling in the event of or in connection with any sale of the Property or any part thereof or of any other collateral which secures the Loans.

(c) Waiver of Certain Rights by City. In addition to the foregoing, the City intentionally and unconditionally waives and relinquishes any right of first offer or repurchase it holds under the Repurchase Agreement with respect to the Property as to: (i) the conveyance of the Property to Borrower, and (ii) any foreclosure of the Deed of Trust against the Property. In the event of a foreclosure of the Deed of Trust, the City's right with respect to the Repurchase Agreement shall be the right to redeem from such foreclosure sale as a junior lienor or encumbrancer. In the event that the City does not exercise such redemption right, the City's right of first offer or right to repurchase as to the Property shall thereupon be terminated and of no further force and effect and the Repurchase Agreement shall no longer constitute a covenant running with the land as to the Property.

3. Miscellaneous.

(a) Reliance. The parties acknowledge that Lender in extending or continuing to extend credit to Borrower is doing so in material reliance on this Agreement.

(b) Entire Agreement; Waiver. This Agreement constitutes the whole and only agreement between the parties hereto with regard to the subordination of the Repurchase Agreement and the City's rights thereunder to the lien or charge of the Deed of Trust and the Lender's Loans with respect to the Property; there are no agreements (written or oral) outside or separate from this Agreement with respect to the subject matter hereof; and all prior negotiations with respect thereto, if any, are merged into this Agreement. This Agreement shall supersede and cancel, but only insofar as would affect the priority between the Deed of Trust and the Repurchase Agreement or the City's liens, any prior agreements as to such subordination. No change or amendment hereto shall be valid unless it is made in writing and executed by the parties to this Agreement. No specific waiver of any of the terms of this Agreement shall be considered a general waiver.

(c) Subordination Continuing. This is a continuing agreement of subordination

for the Property until the Loans have been paid in full and Lender's obligations thereunder terminated. This Agreement shall be binding upon and inure to the benefit of Lender and its respective successors and assigns, and each subsequent holder of the Deed of Trust and shall continue in full force and effect notwithstanding any extensions, renewals or other indulgences that may be granted by Lender with respect to payment of the Loans, and notwithstanding any releases or substitutions of collateral therefor or modifications in terms thereof or any other action which Lender, its successors or assigns, may take or refrain from taking with respect to the Loans or any security therefor.

(d) Remedies Cumulative. All remedies provided herein are cumulative, not exclusive, and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender, the City, DR Land, and Borrower.

(e) Costs, Expenses and Attorneys' Fees. If any party hereto institutes any judicial or administrative action or proceeding to enforce any rights or obligations under this Agreement, or seeking damages or any other judicial or administrative remedy, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the prevailing party's in-house counsel), whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Lender or any other person).

(f) Notices. All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the address set forth below its signature, or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (iii) if sent by overnight delivery upon the earlier of the date of receipt or one (1) day after deposit with a reputable overnight carrier.

(g) Further Assurances. At the request of any party hereto, each other party shall execute, acknowledge, and deliver such other documents or instruments as may be reasonably required by the requesting party in order to carry out the purpose of this Agreement, provided that no such document or instrument shall modify the rights and obligations of the parties set forth herein.

(h) Successors, Assigns; Governing Law; Jurisdiction; Venue. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, legal representatives, successors, assigns and other transferees of the parties hereto, and shall be governed by and construed in accordance with the laws of the State of Colorado. The parties consent to the exercise of personal jurisdiction over each of them in the State of Colorado. The District Court of the County of Mesa, Colorado shall be the sole and exclusive jurisdiction and venue applicable to the resolution of all disputes arising under this Agreement.

(i) Conflicts. In the event of any inconsistency between the terms of this

Agreement and the terms of the Repurchase Agreement, the terms of this Agreement shall control.

(j) Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement pursuant to a judicial decree shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

(k) Headings. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting in any way, the scope or intent of the provisions hereof.

(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute and be construed as one and the same instrument.

(m) Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIPS AMONG THE CITY, DR LAND, BORROWER AND LENDER WITH RESPECT HERETO, OR THE RELATIVE PRIORITY OF THE REPURCHASE AGREEMENT AND THE DEED OF TRUST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES THEREUNDER . THE PARTIES STATE THAT THEY HAVE CONFERRED SPECIFICALLY WITH RESPECT TO THIS WAIVER AND HAVE AGREED TO THIS WAIVER AFTER CONSULTATION WITH THEIR RESPECTIVE COUNSEL AND WITH FULL UNDERSTANDING OF THE IMPLICATIONS HEREOF.

[Signatures on following pages.]

WHEREFORE, the parties hereto have executed this Agreement as of the date first written above.

LENDER:

BANK OF COLORADO

By: _____
John A. Schmidt, Senior Vice President

DR LAND:

DR LAND LLC, f/k/a DR DEVCO LLC,
a Colorado limited liability company

By: _____
Jacques A. Machol III, Manager

By: _____
Kevin R. Riegler, Manager

CITY:

CITY OF GRAND JUNCTION, a Colorado home-rule municipal corporation

By: _____
Greg Caton, City Manager

BORROWER:

DR TOWNHOMES LLC

By: _____
Eric T. May, Manager

By: _____
Jacques A. Machol III, Manager

By: _____
Kevin R. Riegler, Manager

STATE OF _____)
_____) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2022 by Greg Caton, as City Manager of the CITY OF GRAND JUNCTION, a Colorado home-rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2022,
John A. Schmidt, as Senior Vice President of BANK OF COLORADO.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2022,
by Eric T. May, as Manager of DR TOWNHOMES LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2022,
by Kevin R. Riegler, as Manager of DR LAND LLC, f/k/a DR DEVCO LLC, a Colorado limited
liability company and as Manager of DR TOWNHOMES LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2022, by Jacques A. Machol III, as Manager of DR LAND LLC, f/k/a DR DEVCO LLC, a Colorado limited liability company and as Manager of DR TOWNHOMES LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

EXHIBIT A

Property

LOT 2 OF RIVERFRONT AT DOS RIOS FILING 5,
COUNTY OF MESA, STATE OF COLORADO

LOT 8 OF RIVERFRONT AT DOS RIOS FILING THREE,
COUNTY OF MESA, STATE OF COLORADO

PARTIAL RELEASE AND TERMINATION OF REPURCHASE AGREEMENT

THIS PARTIAL RELEASE AND TERMINATION OF REPURCHASE AGREEMENT (this “**Agreement**”) dated this ____ day of July, 2022 (the “**Effective Date**”), is by and between CITY OF GRAND JUNCTION, a Colorado home-rule municipal corporation (the “**City**”), and DR TOWNHOMES LLC, a Colorado limited liability company (“**Owner**”).

RECITALS

A. DR LAND LLC, f/k/a DR DEVCO LLC, a Colorado limited liability company (“**DR Land**”), purchased certain real property from the City, including the real property identified on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”). In connection therewith, DR Land and the City entered into an agreement where the City has the right to repurchase the Property under certain conditions, as described in that certain Declaration of Repurchase Right dated June 9, 2021 and recorded on June 11, 2021 in the real property records of Mesa County, Colorado as Reception No. 2985241 (“**Repurchase Agreement**”). Owner is the successor in interest of DR Land and is the owner of the Property.

B. The parties wish to partially release and terminate certain rights the City has to repurchase the Property or to exercise a right of first offer for the Property under the Repurchase Agreement, effective as of the Effective Date, in accordance with the terms and provisions set forth herein.

C. This Agreement is in consideration of the Owner securing financing to develop the Property.

AGREEMENTS

NOW THEREFORE, in consideration of the foregoing Recitals, which are expressly incorporated herein, the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Partial Release and Termination of Repurchase Right. Subject to the terms and provisions of this Agreement, effective as of the Effective Date, certain rights that the City has to repurchase the Property or to exercise a right of first offer for the Property under the Repurchase Agreement are hereby released, terminated and of no further force and effect and the Repurchase Agreement shall no longer constitute a covenant running with the land as to the Property.

2. Further Assurances. Each of the parties agrees to cooperate, sign, and deliver such other and further documents as may be reasonably required, necessary or appropriate to effectuate the terms, conditions and transactions contemplated by this Agreement.

3. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to the release and termination of the Repurchase Agreement with respect to the Property and only the Property described; the Agreement does not impair, release, or terminate any other right(s) the City has or may have with respect to other land arising out of or under the

Repurchase Agreement. This Agreement may not be modified except by a document in writing signed by all the parties. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. In the event of any action or suit between the parties hereto for any breach, any threatened breach or for the enforcement of any of the agreements or understanding contained herein, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, may recover from the other party, all costs and expenses of suit, including reasonable attorneys' fees. The parties hereto waive their right to a trial by jury in any dispute arising from the enforcement or interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same document.

[Signatures on following pages.]

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this Agreement as of the day and year first above written.

OWNER:

CITY:

DR TOWNHOMES LLC

CITY OF GRAND JUNCTION, a Colorado home-rule municipal corporation

By: _____
Eric T. May, Manager

By: _____
Greg Caton, City Manager

By: _____
Jacques A. Machol III, Manager

By: _____
Kevin R. Riegler, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2022, by Eric T. May, as Manager of DR TOWNHOMES LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2022, by Jacques A. Machol III, as Manager of DR TOWNHOMES LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2022, by Kevin R. Riegler, as Manager of DR TOWNHOMES LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2022 by Greg Caton, as City Manager of the CITY OF GRAND JUNCTION, a Colorado home-rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

EXHIBIT A

Property

LOT 1 OF RIVERFRONT AT DOS RIOS FILING 5,
COUNTY OF MESA, STATE OF COLORADO



Grand Junction City Council

Regular Session

Item #4.a.i.

Meeting Date: July 20, 2022
Presented By: Daniella Acosta, Senior Planner
Department: Community Development
Submitted By: Dani Acosta, Senior Planner

Information

SUBJECT:

An Ordinance Amending Title 10 Chapter 10.04 of the Grand Junction Municipal Code to Bring the Traffic Code Up to Date, Adding Chapter 10.14 Regulating the Operation of Shared Micromobility Devices, and Amending Section 9.04.2000 for Clarification

RECOMMENDATION:

Staff recommends approval of the request.

EXECUTIVE SUMMARY:

Shared micromobility devices that are part of a commercial fleet, particularly dockless devices, have gained popularity with their ability to support first-and-last mile connectivity. Since most devices do not require a fixed parking station when not in use, they are also less resource intensive and more agile to deploy. The benefit of these devices is being able to conveniently park the device anywhere at the conclusion of a trip. While the agility does make it easier for cities and companies to redirect devices to different service areas, the advantage of these devices is also its greatest weakness. Examples from other cities show that these dockless devices are often parked in a manner that obstructs the public right-of-way, blocking the travel path of sidewalks, curb cuts and driveways.

Nevertheless, best practices have emerged in recent years to help mitigate and prevent the negative impacts of shared micromobility devices. Advancements in geofencing technology and data sharing standards have given cities and commercial operators stronger tools to regulate and monitor the operations of these shared devices. Additionally, there is evidence suggesting an increase in consumer demand for privately-owned micromobility devices, such as electric scooters (e-scooters). A national study by the consulting firm McKinsey reported that 64 percent of consumers preferred private ownership. As such, there is a need to define new regulations for

these emerging modes of transportation to prepare for their introduction into the City's multimodal transportation system.

BACKGROUND OR DETAILED INFORMATION:

Title 10 of the Grand Junction Municipal Code addresses traffic regulations for the operation of bicycles, electrical assisted bicycles (e-bikes) and other human-powered devices, as well as sanctions for reckless and careless driving for these modes. Currently, language around e-scooters is not included. Furthermore, the code does not differentiate between privately-owned devices and shared devices that are part of a commercial fleet. To account for the introduction of both privately-owned e-scooters and shared micromobility devices, staff has prepared an ordinance to amend Title 10 of the Grand Junction Municipal Code to regulate the operations of these emerging modes in the public right-of way and to provide law enforcement with the ability to cite both users and companies for any offenses committed.

Additionally, the City is planning to launch a Shared Micromobility Pilot Study. In recent years, the City of Grand Junction has been approached by several commercial operators interested in deploying shared micromobility devices within the City. Shared micromobility refers to a system of either docked or dockless devices that are part of a commercial fleet and that are available to multiple users for short-term rental. Users are able to locate, reserve, and unlock devices for use and pay for and conclude trips via a smartphone application on their personal mobile device.

Companies selected to participate in the pilot study will be subject to additional requirements to ensure that public health, safety and welfare are maintained. The City will solicit up to three companies through the Request for Proposals (RFP) process. Companies who are selected for the pilot study will be required to provide dedicated parking and to share data with the City via a third-party data aggregator. The pilot study will have a one-year performance period and will be governed by a Pilot Agreement. Regulations related to sidewalk and trail usage, parking, speed limits, data sharing are included in the proposed Title 10 amendments.

Both the RFP and the Pilot Agreement will define additional operator-specific requirements not outlined in the ordinance to allow for the study of different policy decisions. These include programmatic elements related to device caps, deployment minimums, service areas, fleet make-up, and additional safety requirements and features, such as helmet usage incentives and minimum wheel sizes. The pilot study design emerged from researching best practices from other cities around the State of Colorado and cities with mature shared micromobility programs like the District of Columbia and Baltimore City. Staff has also conducted outreach and solicited feedback from the Downtown Development Authority, the Horizon Business Improvement District (BID), the Colorado Mesa University, the One Riverfront Commission and the Urban Trails Committee.

Staff has written a moderately open-ended RFP designed to allow the commercial operators to propose service areas, device rebalancing plans, fleet size, device

composition, and user safety education plans. Staff will rely on the pilot study as a way to determine if the program needs more defined policies. Staff recommends this approach to ensure that any future regulations are data-based and market feasible. Furthermore, this approach will reduce the barriers to entry for smaller-sized commercial operators.

PROPOSED REGULATIONS AND ANALYSIS

The proposed ordinance amends the Grand Junction Municipal Code to amend Title 10, to amend section in Chapter 10.04 to bring the traffic code up to date with the recent changes made to Colorado State Statute, and to amend sections of 9.04.200 for clarification. The proposed ordinance also adds a new chapter, Chapter 10.14.010, which specify additional regulations applicable to the use of shared micromobility devices that are part of a commercial fleet and not those that are privately-owned.

The regulations in Chapter 10.14.010 include provisions for shared micromobility operator requirements, identification of shared micromobility devices (devices), communications to users/customers, use, parking requirements for shared devices, areas of operations for shared devices, speed limits for shared devices, safety, advertising, customer privacy, device maintenance, data sharing, and indemnification. The rationale for codifying some of these provisions are discussed below.

Shared micromobility commercial operator requirements

Staff recommends that commercial operator requirements related to pilot criterion, application process, and pilot operational requirements be defined through the RFP process and pilot agreements to allow flexibility and experimentation in the initial pilot and, if needed, subsequent pilots.

Device identification

Staff recommends that the City require a unique ID number to identify and track devices as necessary. This recommendation is consistent with existing regulations, which currently require that businesses selling bikes or e-bikes and distributors of new e-bikes display a unique identifying number for each device. Staff recommends this for all devices that are part of a shared micromobility fleet.

Device Area of Operation

Sidewalk usage: Staff recommends allowing shared micromobility devices, including e-scooters, to operate in vehicle travel lanes, bike lanes, and on sidewalks except in some areas around the central city. Staff recommends sidewalk access for both privately owned and shared e-scooters even if there is a bike lane present. In recent years, e-scooters have been recognized as a gateway active transportation mode for individuals who typically travel by car, or who do not frequently use other active transportation modes like cycling. These users might lack the comfort levels to ride alongside vehicles in the travel lanes and, as a result, might refrain from using the e-scooters all together. Allowing sidewalk use will help expand access of this mode to different user groups.

This recommendation by staff is consistent with current rules for privately-owned bicycles and e-bikes, where the aforementioned devices may be ridden on sidewalks unless otherwise posted to the contrary. The RFP and Pilot Agreement will further define for commercial fleets the precise locations of these “No Sidewalk” zones. Only commercial fleets will be subject to enforcement by geofencing (virtual perimeters that control how and where devices can and cannot operate). The initial pilot study will prohibit sidewalk usage on both Main Street and Colorado Ave between 1st Street and 7th Street, as well as along 7th Street between Grand Avenue and Colorado Avenue (Main Street Corridor, Exhibit 2), due to heavy pedestrian traffic and active storefronts that have high volumes of patrons entering and existing the businesses. This recommendation is consistent with existing rules that prohibit the use of privately-owned bikes, e-bikes and other skate devices within this corridor. Users entering the corridor will be required to dismount and walk their devices.

Trail usage: Staff recommends that both privately-owned and shared e-scooters be allowed to operate on trails that already permit bikes and e-bikes, since these trails offer a safer and lower stress connection. Unlike bikes and e-bikes, e-scooters offer less stability due to their smaller wheel size and a higher center of gravity. The distribution of weight on an e-scooter may also compromise a user’s balance when using hand signals to communicate with cars if they are limited to traveling in vehicle travel lanes. On a trail, users have the advantage of giving vocal signals to other trail users, which does not compromise steering control. A user would generally incur less injury falling off an e-scooter on a slow speed trail compared to falling off an e-scooter amidst vehicular traffic. Prohibiting e-scooter users from trails would prohibit access to these lower-stress and safer routes.

Speed Limits

At this point in time, staff does not recommend codifying speed restrictions for shared micromobility devices operating on roadways or on-street bike lanes that are more stringent than what the State has adopted. Instead, staff will use the data from the pilot study to inform whether or not more stringent speed limits in these facilities are warranted in the future. This approach is taken from precedents established in other cities in Colorado with active shared micromobility programs.

However, staff recommends limiting the speeds of shared devices to 15 mph on multiuse paths to ensure safe interactions with other users on busy recreational trails. This maximum speed for multiuse paths is specific only to shared devices that are part of a fleet owned by a commercial operator selected and participating in the pilot study. The City of Fort Collins, City of Colorado Springs, City of Boulder and City and County of Denver have all instituted a 15 mph on multiuse trails, which is viewed as best practice for trails.

Current State Statute does not specify speed limits for e-scooters or other micromobility devices on roadways. State law does use maximum speeds to define and differentiate between different classes of micromobility devices. Additionally, State Statute requires devices like e-scooters to operate at speeds that are reasonable and prudent under the

conditions of a roadway like other vehicles and to not exceed a speed limit designated by an official traffic control device. The amendment to Chapter 10.04 will bring the traffic code up to date with the State Statute to include e-scooters.

Therefore, staff recommends allowing e-scooters, class 1 and class 2 e-bikes that are part of a commercial fleet to operate to their maximum speed, which is 20 mph, when riding on roadways or on-street bike lanes if there is no posted speed limit. The City currently follows Colorado State Statute, which requires a default 25 mph speed limit in central business districts (CBD) if no speed limit is posted. Allowing e-scooters and class 1 and class 2 e-bikes to operate to their maximum speed limit would not exceed the default speed limit and therefore would comply with this law. If the City receives proposals for the deployment of class 3 e-bikes, which have a maximum speed of 28 mph, commercial operators will be required to use speed limiter and geofencing to limit device speed to 25 mph in the CBD. Enforcement through geofencing will not be codified but rather handled through the Pilot Study requirements to allow for flexibility.

For sidewalk usage outside of the Main Street Corridor (Exhibit 2), staff recommends limiting the speed limits for e-scooters to 6 mph. A more conservative sidewalk speed limit will help to preserve pedestrian safety and comfort, particularly that of children, senior citizens and individuals who use mobility aids. A 6-mph sidewalk speed limit is what has been adopted by City and County of Denver. As such, staff recommends that the City of Grand Junction follows suit.

Parking

Staff recommends limiting the parking of shared dockless devices to dedicated parking corrals (Exhibit 3) established by the companies themselves. Photographic evidence from other cities in Colorado shows that shared dockless devices will be littered throughout a city that does not require dedicated parking. Exhibit 4 provides recent examples of how these devices block sidewalks and curb cuts, exposing other users to tripping hazards and potential injury, as well as potentially compromising ADA access. Dockless device parking continues to be an ongoing challenge for many cities as they attempt to define different zones of a sidewalk, such as a furniture zone or specific widths for the parking of dockless devices. These regulations are challenging to enforce and monitor, since sidewalks throughout a city may differ significantly from each other, either in terms of width, existing street furniture or landscaping, or local street context. This makes it extremely difficult to develop sidewalk parking regulations for each type of sidewalk typology. All dedicated parking in the public right-of-way will require a revocable permit and be approved by the City's Public Works Department. On-sidewalk parking corrals may be approved on a limited basis by the City depending on special circumstances.

Data Sharing

Data sharing is at the heart of shared micromobility. There are approximately 36 cities within the United States that require data sharing as a condition for companies to operate within their jurisdiction. Data is user-generated and therefore extremely granular, offering cities detailed insight into where there is a demand for service and an

ability to better manage the public right-of-way. Furthermore, the benefits of data sharing extend to other modes due to the robustness of the data generated. For example, the data can inform where to place new protected bike lanes or identify where curbside management is needed.

FISCAL IMPACT:

There is no fiscal impact related to the traffic code update. However, the City anticipates incurring costs on the administration, monitoring, assessment, and enforcement of the pilot study with each selected operator. Staff will include a fiscal analysis of the annual cost of overseeing the pilot program and the revenue generated as part of the end of pilot study retrospective.

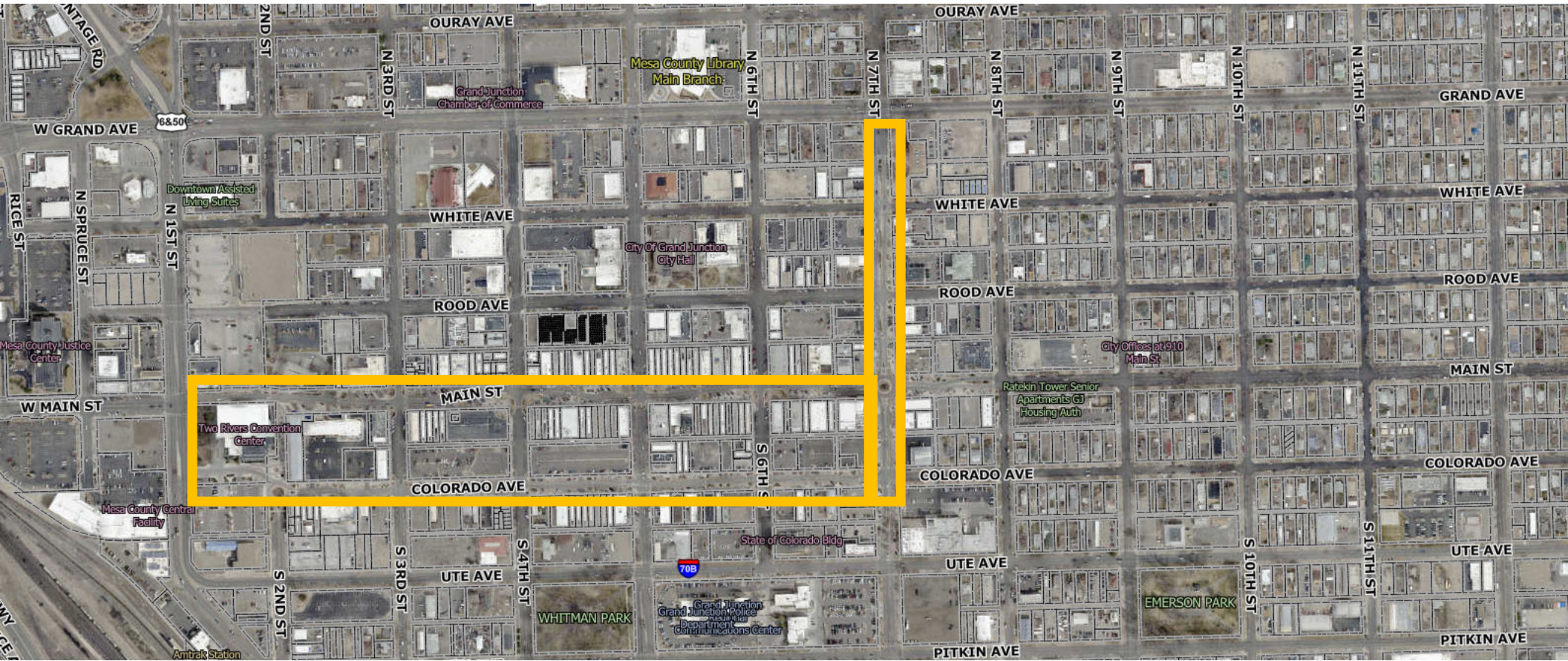
SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5084, an ordinance amending Title 10 Chapter 10.04 of the Grand Junction Municipal Code to bring the traffic code up to date to account for the introduction of e-scooters, adding Chapter 10.14 regulating the operation of shared micromobility devices, and amending Section 9.04.200 for clarification on final passage and order final publication in pamphlet form.

Attachments

1. Exhibit 2 - Main Street Corridor
2. Exhibit 3 - Dockless Vehicle Parking Corral
3. Exhibit 4 - Examples of dockless vehicles blocking sidewalks
4. Exhibit 5 - PD & EMS Comments
5. Exhibit 6 - Public Comments
6. Exhibit 7 - Staff Response to PD & EMS Comments Matrix
7. Exhibit 8 - Downtown Restriction Zones & Alternatives
8. ORD-E Scooter Shared Micromobility 062822

Main Street Business Corridor

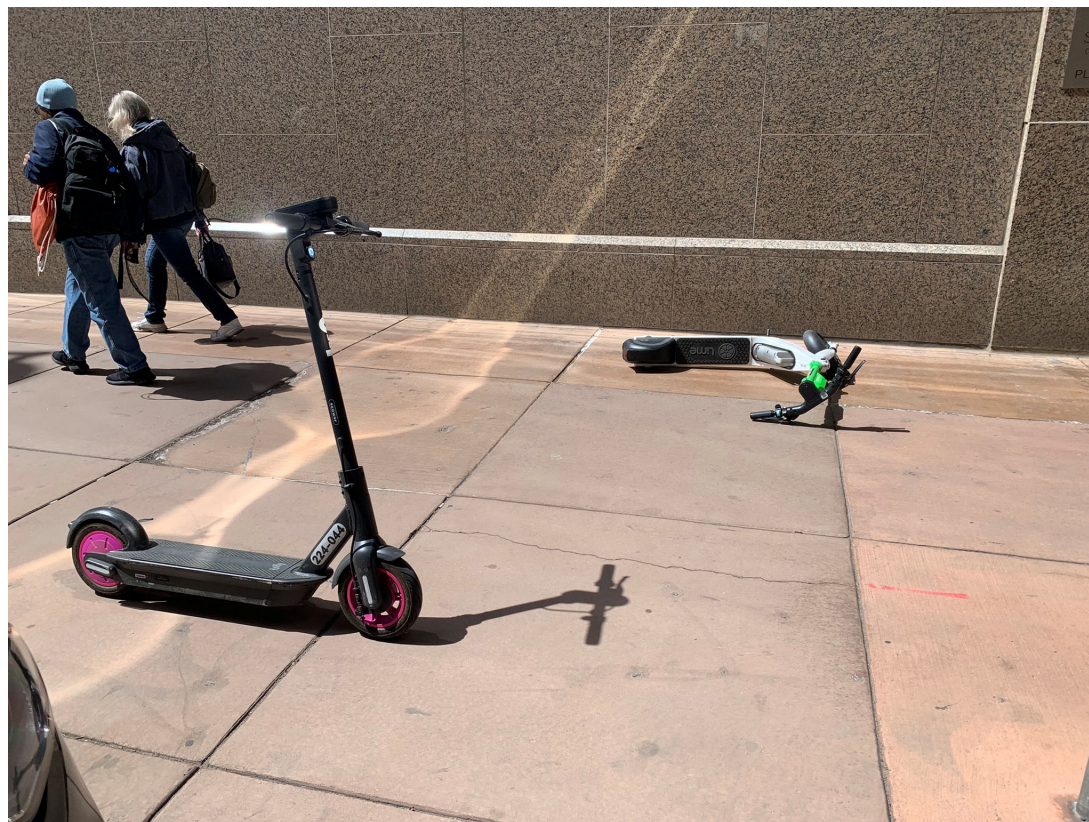


Dockless Vehicle Parking Corral



Example dockless vehicle parking corral (District Department of Transportation, Washington, D.C.)

Examples of dockless vehicles blocking sidewalks (Denver, Colorado – April 13, 2022)



11

EMS Comments – Submitted by Chief Mark McIntire

1) Sidewalks--while I love that you have deemed some sidewalks as off limits for usage, there are still others where usage would be allowed. I have a real concern about any sidewalk usage. Even with the legal penalties noted and the rule about pedestrian right of way, I still see a real probability of pedestrian vs scooter accidents if they are allowed to operate on any sidewalks. I would personally suggest that scooter usage on any sidewalk be banned.

2) Helmets--while it is mentioned that companies providing the scooters need to have a plan for helmets, nowhere in the documents does it specifically address helmet usage. With untrained operators using these scooters, accident probability is high. Multiple studies have shown that the use of helmets greatly reduces the risk of debilitating head injuries and death. That being said--I am also realistic and know that mandating usage would probably not be feasible--nor would I particularly want to wear a used sweaty helmet. I think helmet use is a good idea and am sure other cities have found a way to tackle this problem and I feel it should be included in your documents.

3) Alcohol usage--I do not see anything in the document that specifically addresses alcohol usage prior to riding the scooters. The number of alcohol serving establishments in the areas of frequent usage would lead to the assumption that alcohol usage prior to riding a scooter is probable. As you know, alcohol usage reduces coordination, reduces physical response times and increases reckless behavior. I foresee riding these scooters intoxicated will lead to a host of problems including reckless usage, accidents etc... I would like to see some sort of plan on how to limit scooter usage after alcohol consumption. This is another area that I am sure has been tackled by other cities.

4) Usage Training--I am not sure of how you would include this, but I still have a concern for untrained operators using these scooters. It is mentioned that users must acknowledge they have viewed a video before they are allowed to use one of the scooters. Since I am involved with training here at the department, I have personally witnessed how little attention is usually paid to this type of educational delivery. These scooters are fairly powerful, and I foresee untrained users getting themselves into trouble due to improper operation of the units. I would imagine there is a standard of training used by these companies, but this method seems like more of a liability coverage for them rather than a true safety adjunct. Like I said, I am not sure how you would tackle this issue--but it is a concern that I have.

PD Comments – Submitted by Commander Doug Norcross

- A review of calls for service for 2021 found the Grand Junction Police Department responded to 17 crash reports involving bicycles, low speed vehicles, motorized bicycles and other non-motorized vehicles. Crashes of this nature usually involve motorized/non-motorized bicycles, low speed vehicles, and other devices running into motor vehicles. Some involve motor vehicles running into bicycles. Based on this the Grand Junction Police Department can expect to see some increase in crash reports involving E-Scooters.

- GJPD also receives a small number of complaints from Main St. shoppers and business owners of bicycles or skateboards riding on the sidewalks where specifically prohibited. Unless there is specific technology available to restrict the use of E-Scooters from being utilized on Main St. GJPD does anticipate an increase in complaints regarding E-Scooters being used on Main St. sidewalks. Additionally, Main St. and Colorado Ave. have no established bicycle lanes that might accommodate bicycle or E-Scooter traffic.
- GJPD took 224 reports of stolen bicycles in 2021. It's difficult to estimate the number of E-Scooters which might be stolen after implementation, but we can safely predict a number of them will be reported as stolen or vandalized.
- GJPD does anticipate a number of E-Scooter reports of vandalism as we can expect them to be damaged by people who might find them annoying or by people who might attempt to subvert the paid activation system.
- GJPD may also respond to medical assist calls for service where someone may be injured as a result of an E-Scooter crash. The Grand Junction Fire Department would be a better source of estimating the number of these calls for service.
- Enforcement of E-Scooter speeds will most likely be initiated by E-Scooter speeding complaints. As priority service calls permit, GJPD will respond and follow up if there is an area where speeding complaints are received.
- The above information is simply an estimate of potential impacts the implementation of E-Scooters may have on GJPD calls for service.

From: [Ashley](#)
To: [Micromobility](#)
Cc: [Dennis Simpson](#)
Subject: future micro-mobility in the valley
Date: Friday, July 1, 2022 6:23:45 PM

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To Whom it may concern,

I feel like I need to share my opinion with you. Years ago the city was approached by a company asking them to buy into a micro-mobility program and it was put upon the Parks and Recreation department to study it. Fortunately the city Parks and Rec. Dept. reached out to the businesses that would potentially be effected by such a program and realized that a micro-mobility program would be harmful to our community and to local businesses.

Personally I am NOT in favor of a micro-mobility service in the Grand Jct area. I work the cycling industry here in Grand Jct as a retailer of bicycles, bicycle accessories and bicycle repair. My business has sold both analog and electric bicycles and accessories for over 20 years. My shop works on all makes and models of bikes. We are unique in that we do NOT rent bikes of any type. My opposition to a micro-mobility program in the Grand Jct. area is based on the issues that have arisen in other metropolitan areas that have allowed these programs into their respective communities. Every single bike shop close to these programs has seen a decline in their business revenues. Every single community has had to deal with the "dumping" of these vehicles in their water ways and parks and other random places around their cities. And, to my knowledge none of the cities have seen a profit from these services. Sure it's a novelty that would make Grand Jct look cool to outsiders. But who pays the price for the choice that our city council makes to show the people who visit Grand Jct that we're a cool and trendy. The biggest issues that I have with a micro-mobility service in Grand Jct is that we lack the infrastructure to accommodate more forms of transportation on our current bike lanes and sidewalks that start and end randomly. Each year the city does a little more to support alternatives to and we get a few more blocks of bike lanes here and there but not enough to handle the excess users and the speed of those novice users. I believe that the city would be opening itself up to a tremendous liability.

I ride a lot both on and off road and I've been commuting around Grand Jct. for the past 35 years and Fruita for 10 years before that. I've seen and enormous amount of change for the improvement of cycling routes and trail development in the Grand Valley of which I'm extremely thankful for. I believe that bikes are the best form of transportation that we have for our community and they make the world a better place to live and play.

Spend the money on improving infrastructure before you go out and spend a ton of cash on a trendy, fancy, hip micro-mobility program that lacks the necessary support to make it functional, safe and affordable for our community.

Thanks,

"Have a purpose that will outlive you!"

Ash "AJ" Jordan
The Bike Shop
950 North Ave, #108
Grand Jct CO 81501
970-243-0807
www.thebikeshopgj.com

From: [Tamra Allen](#)
To: [Daniella Acosta](#)
Cc: [Felix Landry](#)
Subject: FW: electric scooters
Date: Tuesday, May 17, 2022 9:45:08 PM
Attachments: [7C4D3ACFF12D410C81AFC083C52E022E.png](#)

FYI.

Tamra Allen, AICP
Community Development Director
City of Grand Junction, Colorado
tamraa@gjcity.org
970-256-4023

City Hall is open Monday through Friday 8 a.m. to 5 p.m. We also conduct business online, by phone or by appointment as needed.



From: Anna Stout <annas@gjcity.org>
Sent: Tuesday, May 17, 2022 8:26 PM
To: ejswarner@me.com
Cc: Greg Caton <gregc@gjcity.org>; John Shaver <johns@gjcity.org>; Tamra Allen <tamraa@gjcity.org>
Subject: RE: electric scooters

Hi Eileen,

Thank you for writing to express your concerns to Council. We do take them seriously.

We are taking a very cautious approach to a possible electric scooter program in the city by considering a small pilot program to start, which would allow us to essentially test drive (pun intended) the concept without writing it in stone and put strict controls in place to mitigate the impact of these devices. Anything we potentially explore would have a specified end date that will allow the city to evaluate the impact of e-scooters and e-bikes on mobility, quality of life, emergency services, etc. to decide whether a permanent program is appropriate for the community.

If you have any specific questions about what is being considered or what suggestions have been made to minimize conflicts between e-scooters/bikes and cars and pedestrians, please let me know

and I will connect you with the staff team that has been doing the research on a potential ordinance.

Respectfully,

Anna M. Stout

Mayor, City of Grand Junction

(970) 773-0456

From: [Council](#)

Sent: Tuesday, May 17, 2022 12:15 PM

To: [Abe Herman](#); [Anna Stout](#); [Belinda White](#); [Chuck McDaniel](#); [Council](#); [Dennis Simpson](#); [Greg Caton](#); [John Shaver](#); [Phillip Pe'a](#); [Randall Reitz](#); [Rick Taggart](#); [Anna Stout](#)

Subject: FW: electric scooters

FYI: Good afternoon Madame Mayor and Members of Council, the message below from Eileen Warner, was left on Council's email this morning:

Belinda White

Administrative Specialist

(970) 244-1508



From: Eileen Warner <ejswarner@me.com>

Sent: Tuesday, May 17, 2022 11:56 AM

To: Council <council@gjcity.org>

Subject: electric scooters

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Please do not allow electric scooters in GJ. We are not a big city and we do not want to become a big city. Electric scooters are a nuisance and as a pedestrian, they should not be on the sidewalks.

Stop changing Grand Junction to become another city. We all moved here for the ruralness of the area.

Eileen Warner
resident 10 years

From: [Jeremy Nelson](#)
To: [Daniella Acosta](#)
Subject: Lowell School: micro-mobility partner and possible site
Date: Sunday, April 24, 2022 11:09:10 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

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Hi Dani-

Thank you for the quick response.

This is all great information, I appreciate you taking the time to provide the additional detail.

REgeneration Development and the Lowell Village Metro District would definitely like to be added to the list of potential partners to the City and their selected mobility vendors for this pilot program.

We support bike/scooter share programs and would be eager to see a pod located at the Lowell School, whether that be in public ROW or on private property.

Let us know what we can do to support your efforts.

Best- Jeremy



Jeremy Nelson

place: San Francisco | Durango

e-mail: jnelson@REgenerationDevelopment.com

mobile: 415.425.9848

connect: [LinkedIn](#)

www: REgenerationDevelopment.com

The Lowell Village Townhomes – Phase 1 Sold Out – Now Taking Reservations for Phase 2 – LowellVillage.com

The Historic Lowell School – Now Leasing Creative Office Space – Come Make History with Us – [More Info](#)

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From: Daniella Acosta <daniellaa@gjcity.org>
Date: Friday, April 22, 2022 at 1:56 PM
To: Jeremy Nelson <jnelson@regenerationdevelopment.com>
Cc: Brandon Stam <brandon@downtowngj.org>
Subject: RE: Lowell School: 7th St curblin & micro-mobility pod

Hi Jeremy,

Thank you for your email and your thoughtful recommendations. We are looking into different metrics and characteristics to define priority zones. These include areas of high-density residential projects, areas with low or no vehicle ownership, and areas where there is a high concentration of jobs. I can explain more about how priority zones will be used in this initial pilot. As I mentioned at the meeting, we have been receiving several inquiries from companies to deploy both from the larger, more established companies and smaller enterprises. To reduce barriers to entry that some of the smaller companies might face, we designed priority zones to be an optional carrot incentive. If a company is able to provide service in underserved areas, we would factor this into the evaluation but not necessarily penalize the smaller companies that are only deploying a maximum fleet of 20 vehicles. Additionally, during the pilot, we would also give operators the opportunity to request a fleet expansion if they can demonstrate expansion into these priority zones. It will be at the discretion of the operators to use the priority zones if it works with their business models, but by tying it to a fleet-expansion incentive, we believe that more operators will want to take advantage of it.

As part of the RFP, we are requiring the companies to develop plans to partner with community partners and identify who those partners are. So, I think creating a short-list of community partners and including REgeneration Development and the Lowell Village Metro District is something that can get folded into the RFP and pilot study. Please let me know if you have additional questions or ideas.

Thank you,

Dani Acosta

Associate Planner
City of Grand Junction, Colorado
daniellaa@gjcity.org
(970) 256-4089

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From: Jeremy Nelson <jnelson@regenerationdevelopment.com>
Sent: Thursday, April 21, 2022 4:48 PM
To: Trenton Prall <trentonp@gjcity.org>; Daniella Acosta <daniellaa@gjcity.org>
Cc: Brandon Stam <brandon@downtowngj.org>
Subject: Lowell School: 7th St curbline & micro-mobility pod

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Hi Trent- Great presentation on the redesign/revitalization of 4th and 5th streets at the DDA board meeting today. We have a smaller but related “road diet” question: Can you let me know how a private property owner can request an original curbline be re-established? At some point a right turn was added to NB 7th onto EB Grand. Based on my background in transportation, it doesn’t appear that the turn volumes warrant this turn lane. Note the very light tire track marks shown in the Google Earth image below, suggesting very few right-turning vehicles compared to through vehicles and left-turning vehicles. The wider than necessary intersection profile on NB and SB 7th leads to: a) speeding (especially as vehicles rush to beat red lights) and b) reduced pedestrian safety and comfort (especially since most right turning vehicles don’t yield to pedestrians crossing the street). We’d understand how to request a mini road diet at this intersection that would remove the right-turn lane on NB 7th onto EB Grand and restore the original curbline consistent with the rest of the blocks on this corridor. This project would produce several public benefits: 1) improve the pedestrian experience, 2) allow for the installation of landscaping improvements to match the rest of the City’s landscaping scheme in the North 7th St. Historic District, and 3) create space on the north end of the block frontage to allow for either a micro-mobility pod (see below) or a few on-street vehicle parking spaces.

Hi Dani- I also was excited to hear your excellent presentation at the DDA board meeting today. Can you let me know how the Lowell School and the Lowell Village Townhomes can be included in the City’s priority zone as a location for a micro-mobility pod as part of the City’s pending RFP for a pilot program? REgeneration Development and the Lowell Village Metro District have previously considered starting a “loaner bike” program hosted on the lawn in front of the school (aka The Lowell School Commons) for the benefit of tenants/visitors to the Lowell School and residents of the Lowell Village Townhomes. But it would obviously make more sense for us to partner with the City on their program, rather than run a standalone DIY program. The Lowell School is a great location for a micro-mobility pod, given proximity to downtown as well as transit service. There are a number of destinations in west and south downtown that are “too close to drive, but too far to walk”, especially in hot weather.

Please let us know how we might be able to partner with the City on these 2 initiatives to help further our efforts to restore and reactivate the Lowell School.

Thanks- Jeremy



Jeremy Nelson

place: San Francisco | Durango

e-mail: jnelson@REgenerationDevelopment.com

mobile: 415.425.9848

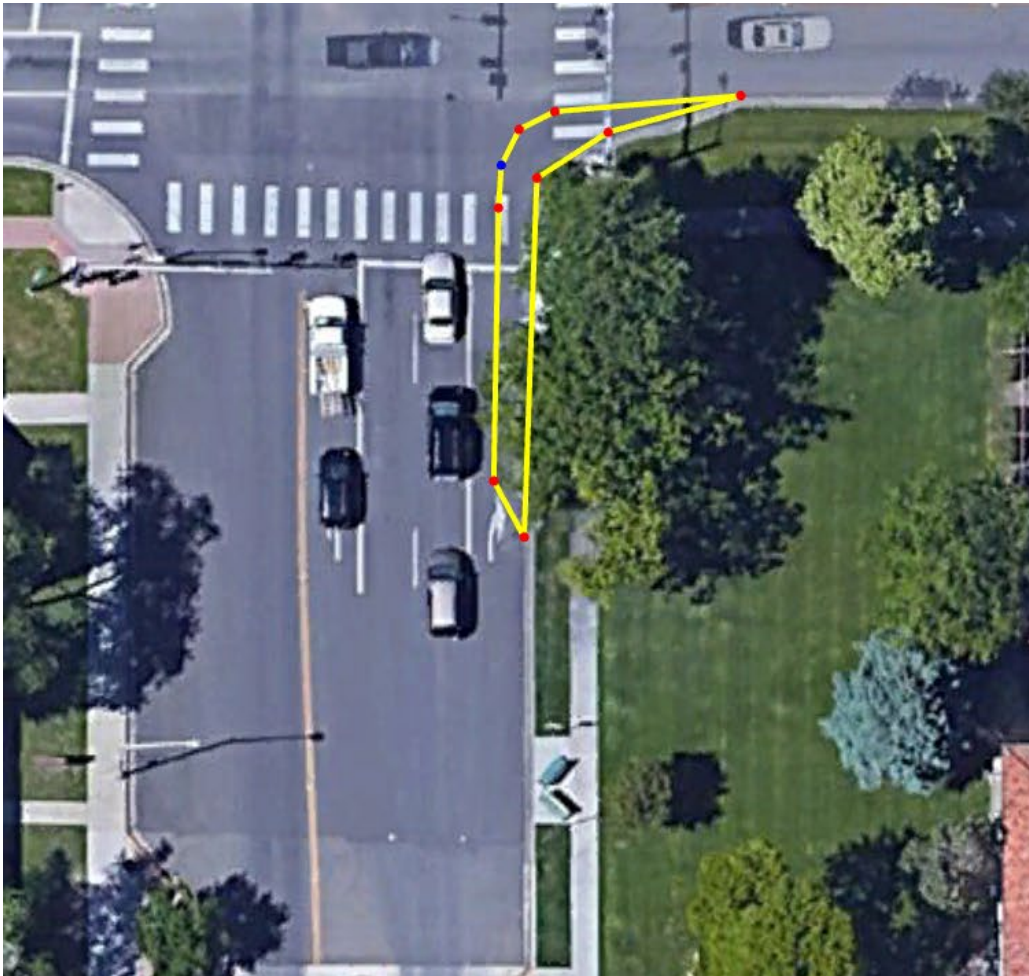
connect: [LinkedIn](#)

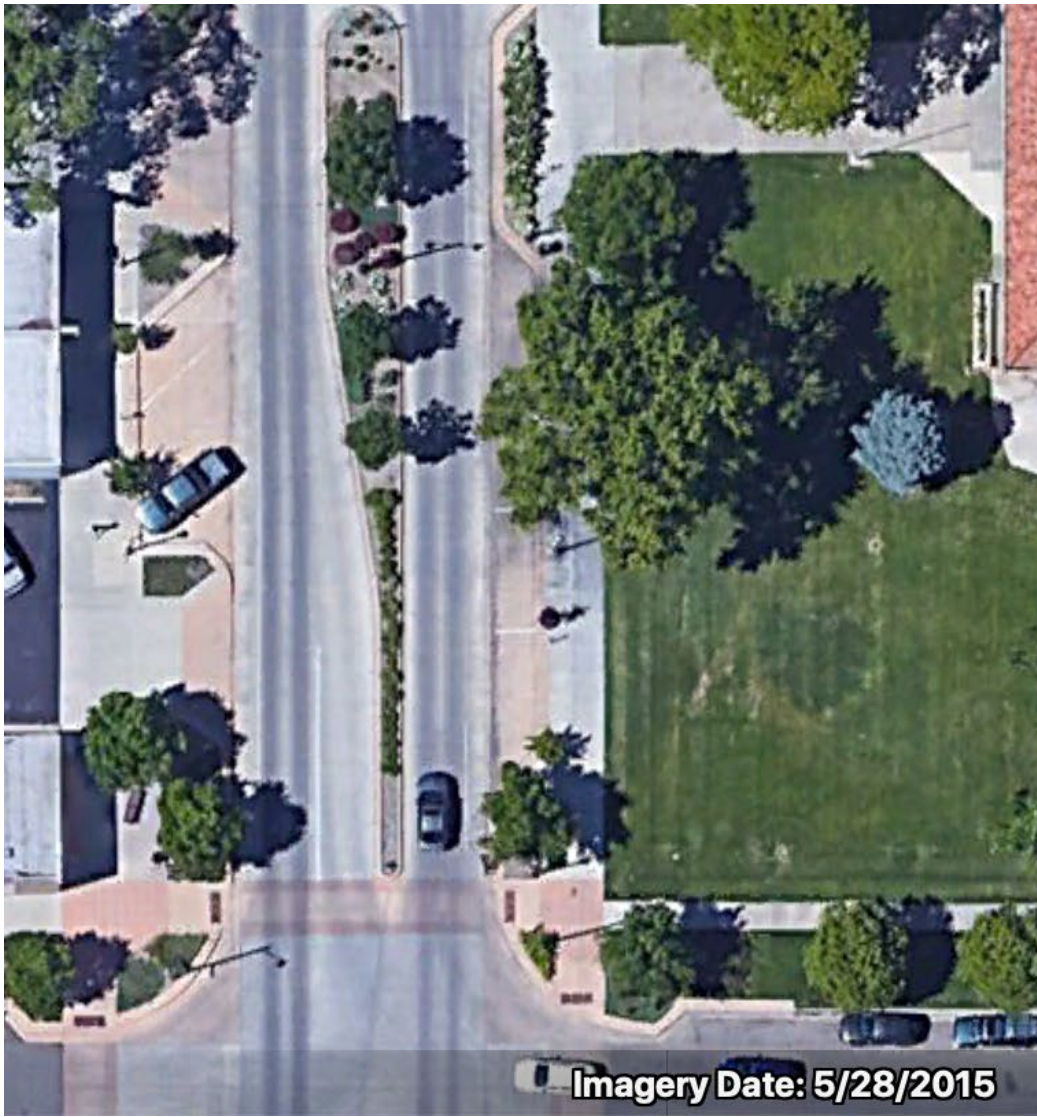
www: REgenerationDevelopment.com

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The Historic Lowell School – Now Leasing Creative Office Space – Come Make History with Us – [More Info](#)

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ORF Combined Micromobility questions/comments

Thank you for allowing us to provide comments on this pilot project. There are several questions or comments on this below. Feel free to reply all to this if you feel the need. Otherwise, we appreciate having our thoughts considered when making decisions about this. These are not collaborative comments, just a grouping so they only reflect the opinion of single board members.

1. Will there be a public comment process for this pilot? And please share this info with us.
2. What do Mesa County SO and Grand Junction PD have to say about this proposal?
3. Who will be enforcing the speed limits?
4. Is there a plan for the boundary around Main Street, CMU campus, and GVT/Bus/Trail terminals for lots of scooter parking?
5. What is the plan for scooter pick up locations?
6. Can the scooters be ridden on the dirt trails adjacent to the Riverfront cement path? How would that impact the trail system?
7. Would scooters be left on the Riverfront Trail path? How would the company pick these up? (What vehicles would they drive on the path?)
8. If the scooters can travel up to 15 miles per hour, could they be regulated to only operate within the 6 mph range on the Riverfront Trail?
9. Will this accompany an effort to extend the parallel soft path running through part of Las Colonias along as much of the trail as possible, especially the most heavily used section such as Riverside to the Old Mill Bridge?
10. Will there be any proposals to try to separate trail users by speed i.e. all motorized vehicles should be banned from the soft path and a speed limit of 15 mph be applied (or at least prominently signed) for all vehicles including high speed road bikers; walkers, joggers, strollers, strider bikers, etc be strongly encouraged to use the soft path (once/if build) to separate slower from faster and younger from older users as our trail gets much more use.
11. How will designated places to leave rental scooters be determined, not just randomly all over the place as I see in Denver and SLC? Or how is this expected to be managed to prevent or mitigate scooters left randomly or in waterways?
12. Rental bikes and scooters should be picked up in person so the user gets educated as to the rules of the road and a return location or locations identified. If we don't do this they will litter the trail.
13. Who will monitor guidelines and enforce these on users?
14. Once guidelines are developed then it seems that signs would need to be installed on the trail announcing those guidelines. What is the plan for this education piece?
15. Since the scooters are silent, there is no warning to other users, so how will safety concerns be handled?
16. Can you provide information to the public with data for how these solve real transportation problems?
17. I'd encourage that these be kept off the trail, as there is no visible enforcement for motorized violators now.
18. I am in support of anything that gets more folks outside, on all our trails, and scooters open this opportunity up to many more people. This would also support a younger age demographic that sometimes lack in healthy activity choices.
19. Some regulations are needed on the companies about how soon they will pick up scooters, how they will keep the charging contractors safe if the scooters end up in sketchy places. As well as safety features need to be functioning: lights, horns, etc.
20. I don't think a speed limit is realistic, if I can safely go fast, I'm going to be fast, but I also am of an age and temperament to be more considerate of others I'm sharing space with. The river trails

ORF Combined Micromobility questions/comments

are generally wide enough that I don't foresee a problem there, the congestion and dropped scooter problems will be on Main Street and around the college.

21. To helpfully inform the City Council: put all of the details together to take as much of the decision process off their shoulders as possible, have a demonstration, and get these folks on a scooter before they vote.

Comment	How concern is/will be addressed?
Emergency Services Comments - Submitted by Chief Mark McIntire	<p>Sidewalks--while I love that you have deemed some sidewalks as off limits for usage, there are still others where usage would be allowed. I have a real concern about any sidewalk usage. Even with the legal penalties noted and the rule about pedestrian right of way, I still see a real probability of pedestrian vs scooter accidents if they are allowed to operate on any sidewalks. I would personally suggest that scooter usage on any sidewalk be banned.</p> <p>Helmets--while it is mentioned that companies providing the scooters need to have a plan for helmets, nowhere in the documents does it specifically address helmet usage. With untrained operators using these scooters, accident probability is high. Multiple studies have shown that the use of helmets greatly reduces the risk of debilitating head injuries and death. That being said--I am also realistic and know that mandating usage would probably not be feasible--nor would I particularly want to wear a used sweaty helmet. I think helmet use is a good idea and am sure other cities have found a way to tackle this problem and I feel it should be included in your documents.</p> <p>Alcohol usage--I do not see anything in the document that specifically addresses alcohol usage prior to riding the scooters. The number of alcohol serving establishments in the areas of frequent usage would lead to the assumption that alcohol usage prior to riding a scooter is probable. As you know, alcohol usage reduces coordination, reduces physical response times and increases reckless behavior. I foresee riding these scooters intoxicated will lead to a host of problems including reckless usage, accidents etc... I would like to see some sort of plan on how to limit scooter usage after alcohol consumption. This is another area that I am sure has been tackled by other cities.</p> <p>Usage Training--I am not sure of how you would include this, but I still have a concern for untrained operators using these scooters. It is mentioned that users must acknowledge they have viewed a video before they are allowed to use one of the scooters. Since I am involved with training here at the department, I have personally witnessed how little attention is usually paid to this type of educational delivery. These scooters are fairly powerful, and I foresee untrained users getting themselves into trouble due to improper operation of the units. I would imagine there is a standard of training used by these companies, but this method seems like more of a liability coverage for them rather than a true safety adjunct. Like I said, I am not sure how you would tackle this issue--but it is a concern that I have.</p>
Police Department Comments - Submitted by Commander Doug Norcross	<p>A review of calls for service for 2021 found the Grand Junction Police Department responded to 17 crash reports involving bicycles, low speed vehicles, motorized bicycles and other non-motorized vehicles. Crashes of this nature usually involve motorized/non-motorized bicycles, low speed vehicles, and other devices running into motor vehicles. Some involve motor vehicles running into bicycles. Based on this the Grand Junction Police Department can expect to see some increase in crash reports involving E-Scooters.</p> <p>GJPD also receives a small number of complaints from Main St. shoppers and business owners of bicycles or skateboards riding on the sidewalks where specifically prohibited. Unless there is specific technology available to restrict the use of E-Scooters from being utilized on Main St. GJPD does anticipate an increase in complaints regarding E-Scooters being used on Main St. sidewalks. Additionally, Main St. and Colorado Ave. have no established bicycle lanes that might accommodate bicycle or E-Scooter traffic.</p> <p>GJPD took 224 reports of stolen bicycles in 2021. It's difficult to estimate the number of E-Scooters which might be stolen after implementation, but we can safely predict a number of them will be reported as stolen or vandalized. GJPD does anticipate a number of E-Scooter reports of vandalism as we can expect them to be damaged by people who might find them annoying or by people who might attempt to subvert the paid activation system.</p> <p>GJPD may also respond to medical assist calls for service where someone may be injured as a result of an E-Scooter crash. The Grand Junction Fire Department would be a better source of estimating the number of these calls for service. Enforcement of E-Scooter speeds will most likely be initiated by E-Scooter speeding complaints. As priority service calls permit, GJPD will respond and follow up if there is an area where speeding complaints are received. The above information is simply an estimate of potential impacts the implementation of E-Scooters may have on GJPD calls for service.</p>
	<p>Staff will be leveraging a series of tools outlined in the RFP and which will be required in the Pilot Agreement to ensure safe interaction between different users, particularly with pedestrians. While not all accidents/collisions can be prevented, these tools are designed to mitigate any adverse impacts as much as possible, as well as build in a documentation system to track any safety infractions and exit clauses in the pilot study that will let the City terminate the contractual relationship with a company if the data collected suggests that collisions are a problem and the company is not taking steps to rectify them. Pilot Agreement will require a 6-mph speed limit for all shared devices that are riding on a sidewalk outside the established restricted zones. Speed limits will be enforced via geofencing. The reliability of geofencing performance will be evaluation during equipment demonstrations (See staff's comment about the precision of geofencing being able to distinguish between sidewalk and street). The proposed ordinance will restrict shared devices from operating on sidewalks where posted. The open ended language will allow for experimentation for different restriction zones during the pilot. Currently, the proposal from staff is to allow sidewalk riding on sidewalks outside the Main St dismount zone limited to 6 mph. Staff has provided alternatives for Council's consideration for establishing additional restriction areas that would only permit sidewalk riding outside the greater downtown. This alternative would restrict sidewalk riding south of North Ave, west of 12th St, east of 1st St and north of South Ave, with the exception of allowing sidewalk riding on high-speed streets in the greater downtown. Please see Option 3 & 4 in the exhibit titled Downtown Restriction Zones & Alternatives. Findings from City and County of Denver's pilot study found that injuries due to conflict made up a substantially smaller portion compared to those sustained from falling off a scooter. Staff also believe that if a rider were to fall on the road or collide with a car, those injuries would be more severe than falls or crashes occurring on the sidewalk.</p> <p>The nature of shared devices make it harder to distribute helmets to riders given the short-term rental nature of this mode, as well as general concerns sharing helmets among users. Helmet share is infeasible for hygienic reasons and for ensuring structural integrity of the helmets when they are shared. Furthermore, helmet usage is difficult to enforce among users even if provided by the companies. However, staff is addressing this concern by tying incentives to helmet distribution. First, the proposal evaluation will include weighted scores to companies who can establish partnerships with local businesses or community organizations to locate helmet kiosks in those establishments where riders can provide an access code at the kiosks and pick up a personal helmet that they can reuse. At this juncture, helmets would be provided by companies. Should the pilot go forward and prove successful and mature into a permanent licensing program, staff may explore grant opportunities to help subsidize a helmet distribution program. Second, companies participating in the pilot study will be subject to quarterly performance evaluations. Companies will need to agree to submit data on several performance metrics defined in the RFP and Pilot Agreement. Performance metrics are classified into two tiers: Tier 1 - Required and Tier 2 - Optional. Helmet distribution is included as a Tier 2 metric. All metrics are tied to a fleet-expansion incentive. Companies that are able to meet an optional behavioral safety metric, such as "total number of helmets distributed", may request up to a 25 percent fleet-expansion, which will be evaluated by staff. Staff believe this business incentive will help encourage the distribution of helmets. Additionally, the required Tier 1 metrics include accident and crash information reporting. Companies who report increased counts for accidents and crashes without improvements, may be subject to pilot study termination.</p> <p>The RFP and Pilot Agreement will require a curfew for these devices. Fleet managers for the companies will be required to remove vehicles from the parking corrals between the hours of 10 PM and 6:30 AM in the summer months and between the hours of 10 PM and 5:30 AM. These curfew hours coincide with times where intoxication and drunk driving incidences are more likely to occur. Additionally, many of the larger national companies have added a safe start feature where riders who attempt to unlock a device must verify that they can safely handle the device by correctly entering a keyword into the app. Safe start features are generally activated during the hours that the City will establish as curfew, but through negotiations staff will explore the possibility of activating safe start features during hours that are close to peak bar hours, 6 pm to 10 pm. Staff believes these measures can help prevent any incidences of intoxicated individuals using a shared device.</p> <p>Staff has identified three areas of education that riders will need: 1) Parking, 2) Safe Riding, and 3) Traffic Laws. The RFP requires providing diagrams of tutorials for these three education modules. The proposal evaluations will include assessing the tutorial diagrams, and equipment demonstrations will include assessing user experience of the tutorials. Staff will include EMS safety training personnel on the evaluation committee to account for their expertise and incorporate their assessments and comments. Furthermore, companies selected for the pilot are required to file a Community Education and Rider Safety Plan. These plans shall include measurable strategies to allow staff to monitor that the plan is being implemented. Strategies may include holding a specified number of safe riding classes by the companies. EMS safety training personnel will be included in the review of these plans to offer feedback and instruction of where revisions need to be made. Compliance with these plans will be included in the quarterly assessments.</p> <p>While not all accidents and crashes can be prevented, staff has identified several measures to help ensure these are controlled and managed. First is designing the pilot study to be performance-based. The intent with a performance-based study is to align incentives with mutually agreed-upon outcomes and performance standards, which include keeping safety incidences low. Furthermore, data from other cities suggest that these incidents are no higher than what we see with biking. City and County of Denver did a systemic study on e-scooter injuries with data from the Denver Health system. The study reported 128 injuries during the first year of the pilot. The City recorded 819,927 unique rides during the first year. Staff acknowledges that there are differences between a city like Denver and Grand Junction and that not all trends from that study are generalizable. However, similar trends are seen in other cities like Kansas City, which documented 9 crashes and 9 reported injuries out of 58,200 unique trips.</p> <p>Geofencing will be required. Experience from other cities show that the precision of this technology to accurately differentiate between sidewalk and street is less compared to geofencing a larger block. However, geofencing performance reliability is improved when GPS is supplemented by shapefiles that delineate sidewalk from street. Staff will be working with the IT/GIS department to make sure the relevant facilities are geocoded into shapefiles with the attributes related to restrictions and speed limits. Staff maintain their recommendation (Option 2) that creates a No Device Zone along Main St (See exhibit titled Downtown Restriction Zones & Alternatives). In this option all devices must be parked in a designated parking corral outside the red delineated No Device Zone. Should Council express support for this option, geofencing will render shared devices inoperable along these high-pedestrian volume sidewalks on Main St and we would not see these interactions occur between the two user groups.</p> <p>Staff believes that the required curfews will help curtail the number of possible theft incidences since devices will need to be stored in a warehouse during the hours of 10 PM and 6:30 AM (5:30 AM during the winter months). Additionally, the RFP will require vehicle desing innovations for anti-tampering and anti-vandalism, which will be assessed during the equipment demonstrations at the evaluation stage.</p> <p>Same answer as above.</p> <p>As stated previously, staff is aware that crashes may be inevitable and there may be cases where medical assistance is required. Staff plans to evaluate how companies have worked with public safety in other municipalities to offset the burden of increased call volumes for more severe injuries. Staff intends to include at least one representative from both PD and EMS in the proposal evaluations, company interviews and equipment demonstrations to be able to ask these questions and evaluate responses from the companies.</p>



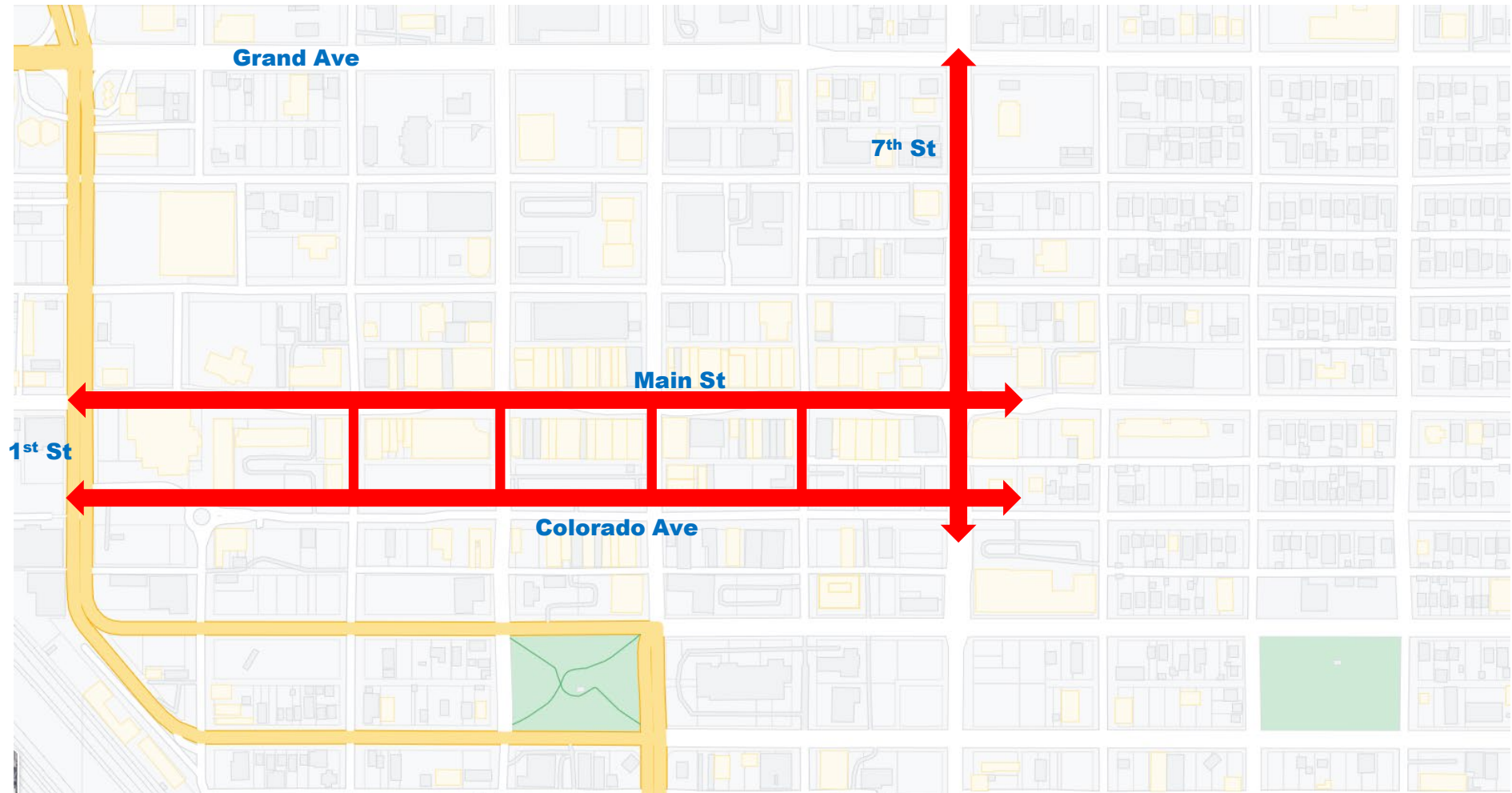
Downtown Restriction Zones & Alternatives

Option 1

No Sidewalk Zone

Where can e-scooters and e-bikes operate?

- E-scooters and e-bikes are permitted on the streets in the No Sidewalk Zone but not on the sidewalks.
- No Sidewalk Zone encompasses Main St and Colorado Ave from east of 1st St to 7th St, and 7th St from Grand Ave to Colorado Ave.
- Sidewalk riding allowed outside red-delineated No Sidewalk Zone. 6-mph speed limit enforced.
- Geofencing performance less reliable than Option 2.






 No riding on sidewalk

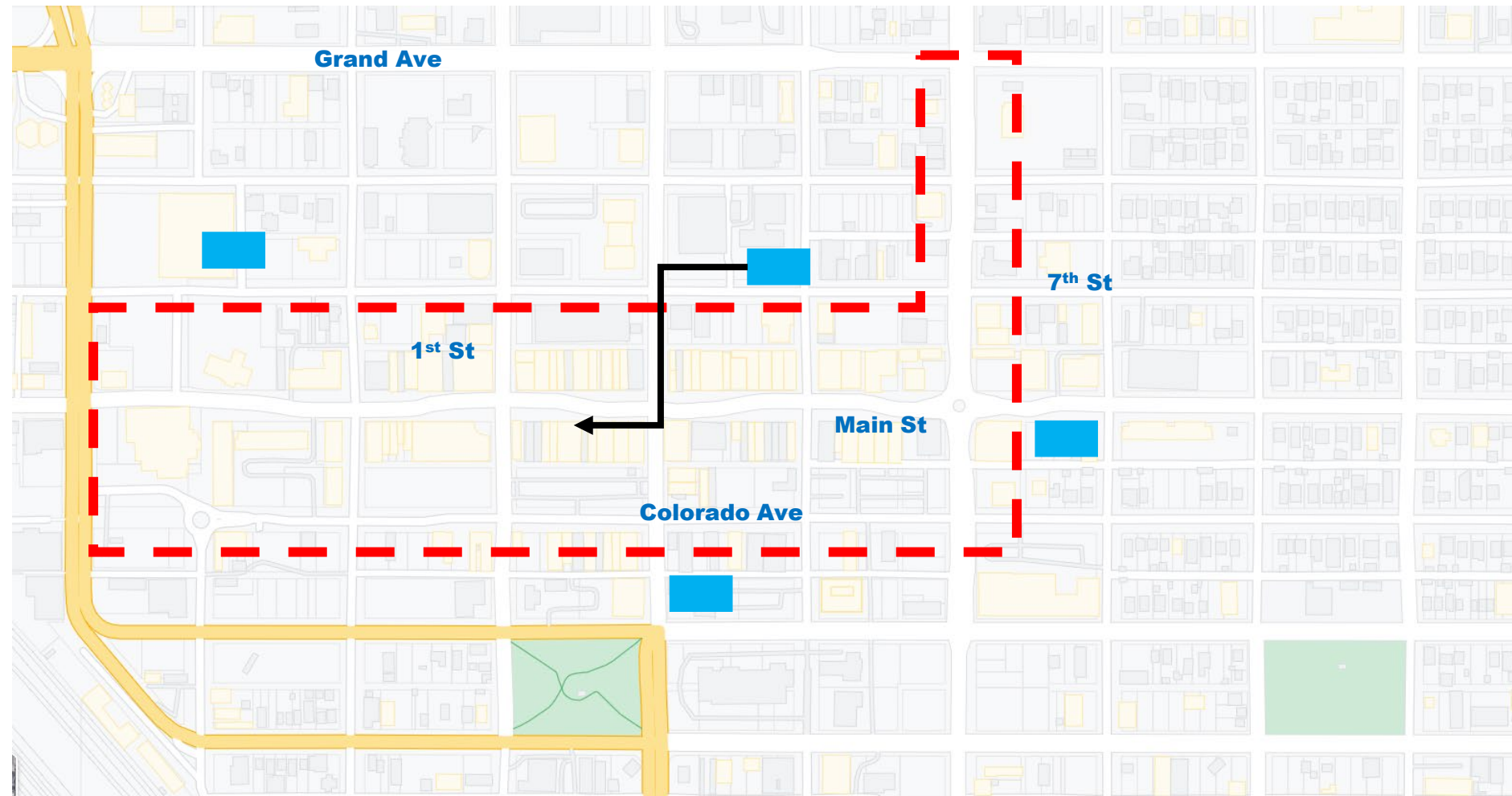
Option 2

Where can e-scooters and e-bikes operate?

- E-scooters and e-bikes are not permitted within the red-delineated No Device zone.
- No Device Zone encompasses Main St and Colorado Ave from east of 1st St to 7th St, and 7th St from Grand Ave to Colorado Ave
- All devices must be parked in a designated parking corral outside the red-delineated No Device Zone.
- Sidewalk riding allowed outside red-delineated No Device Zone. 6-mph speed limit enforced.
- Geofencing performance more reliable than Option 1.

-  No riding or dismounted scooters allowed.
-  Example pedestrian route to Main St.
-  Parking Corrals

No Device Zone

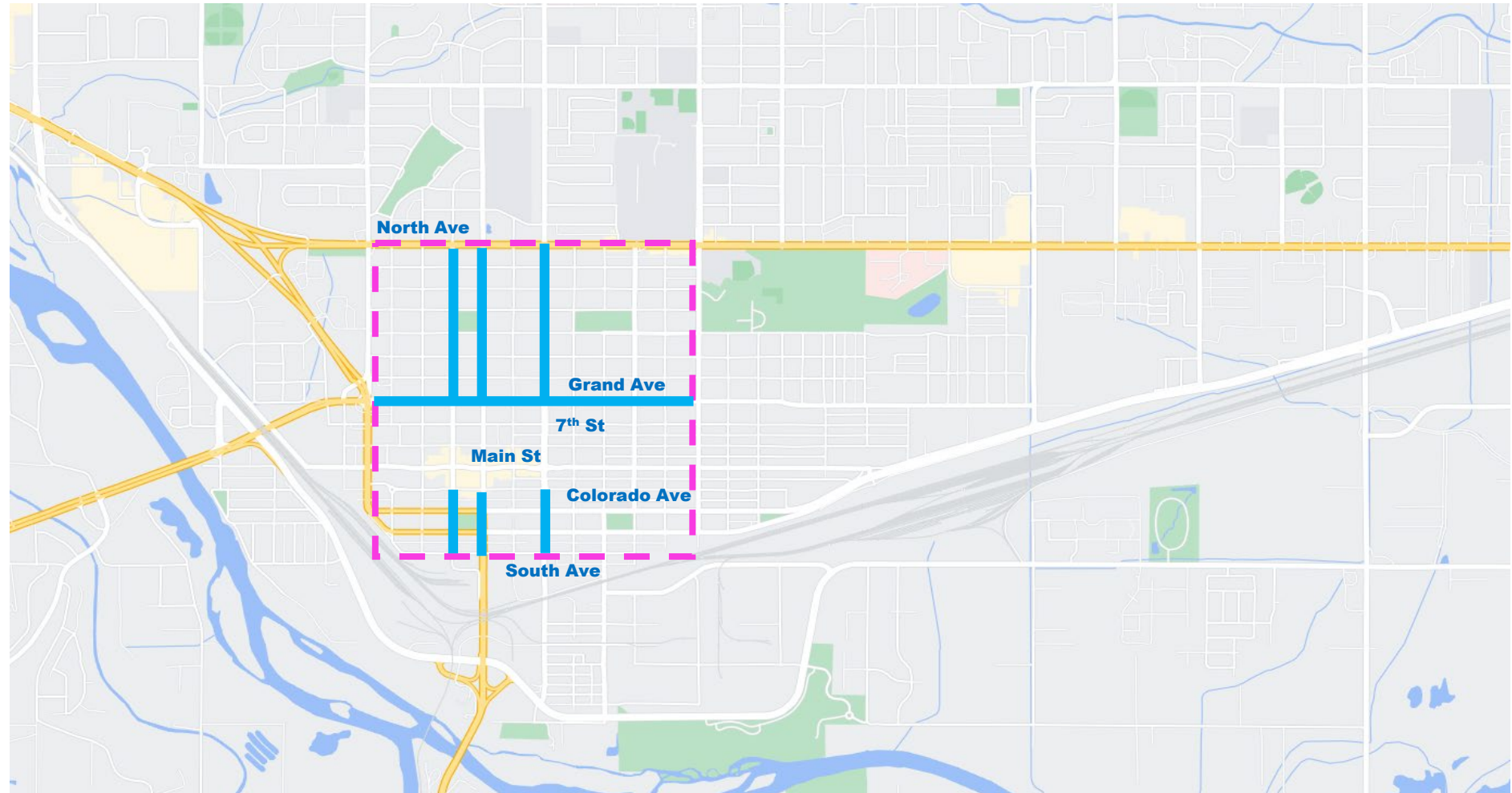


Option 3

Expanded No Sidewalk Zone

Where can e-scooters and e-bikes operate?

- E-scooters and e-bikes are permitted on the streets in the expanded No Sidewalk Zone but not on the sidewalks, except for on high-volume streets.
- Expanded No Sidewalk Zone encompasses the Greater Downtown District south of North Ave, north of South Avenue, west of 12th St, and east of 1st St.
- Sidewalk riding allowed outside pink-delineated No Sidewalk Zone. 6-mph speed limit enforced.
- Geofencing performance likely similar to Option 1.



Option 4

Expanded No Sidewalk Zone & No Device Zone

Where can e-scooters and e-bikes operate?

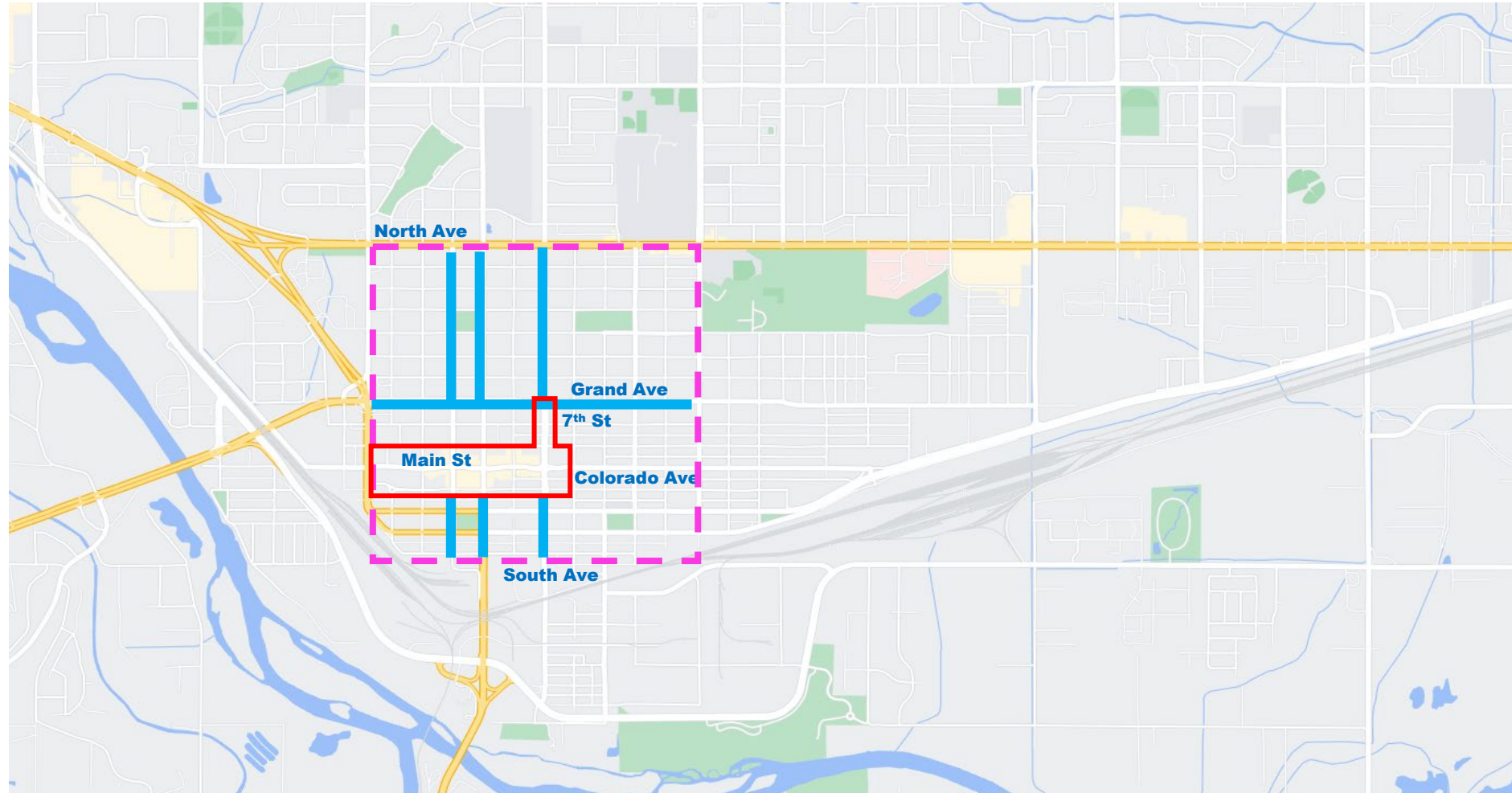
- E-scooters and e-bikes are permitted on the streets in the expanded No Sidewalk Zone but not on the sidewalks.
- Expanded No Sidewalk Zone encompasses the Greater Downtown District south of North Ave, north of South Ave, west of 12th St, and east of 1st St.
- Sidewalk riding allowed outside pink-delineated No Sidewalk Zone. 6-mph speed limit enforced.
- No devices allowed within the red No Device Zone.



Dismount Zone.



No Ride/Device Zone



ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GRAND JUNCTION MUNICIPAL CODE TO AMEND TITLE 10 TO ADD AND AMEND SECTIONS IN CHAPTER 10.04 TO BRING THE TRAFFIC CODE UP TO DATE, ADD CHAPTER 10.14 FOR THE OPERATION OF SHARED MICROMOBILITY DEVICES AND TO AMEND SECTIONS 9.04.200 FOR CLARIFICATION

RECITALS:

The Grand Junction Municipal Code (“GJMC”) currently permits the use of personal micromobility devices such as bicycles, electric bicycles (“E-bikes”), skateboards, etc., to be operated on certain trails and streets. In recent years, cities across the country have seen the introduction of shared micromobility devices as alternative transportation. Unlike personal micromobility, where an individual owns the device being operated, shared micromobility consists of transportation services and resources (e.g., vehicles, parking infrastructure, etc.) used by an individual on a temporary basis for a fee, and that are shared among multiple users. Shared micromobility has the potential to expand mobility choice for routine or special short-distance trips. (Shared micromobility is comprised of bicycles, E- bike, electric scooters (“E-scooters) or any other small, lightweight vehicles. (See CRS 42-4-1412.5 Low Speed Conveyance.) E-scooters in particular, have the potential to offer similar benefits as E-bikes by offering mobility options for the public, adding equity to service areas, and accommodating riders with a greater range of physical abilities. In addition, E-scooters may reduce the use of vehicles with higher emission rates.

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

Title 10 shall be amended to add and amend definitions in Section 10.04.020, amend various sections in Chapter 10.04, include Chapter 10.14 with adding Section 10.14.010. In Title 9, Section 9.04.200 shall be revised. The changes are as follows (additions are shown in **bold print** and deletions marked with ~~strike-through notations~~):

10.04.020 Definitions.

Electric scooter also referred to as an e-scooter means:

(1) A device:

- (a) Weighing less than one hundred pounds;**
- (b) With handlebars and powered by an electric motor;**

(c) That has a maximum speed of twenty miles per hour on a paved level surface when powered solely by the electric motor.

(2) **Electric scooter does not include an electrical assisted bicycle, EPMAD, motorcycle or low-power scooter.**

Low-power scooter means:

(1) A self-propelled vehicle designed primarily for use on the roadways with not more than three wheels in contact with the ground, no manual clutch, and either of the following:

(i) A cylinder capacity not exceeding 50 cubic centimeters if powered by internal combustion; or

(ii) A wattage not exceeding 4,476 if powered by electricity.

(2) *Low-power scooter* **does** not include a toy vehicle, bicycle, electrical assisted bicycle, **electric scooter**, wheelchair, or any device designed to assist **people with mobility-impairments** who use pedestrian rights-of-way.

Motor vehicle means any self-propelled vehicle that is designed primarily for travel on the public highways and that is generally and commonly used to transport persons and property over the public highways or a low-speed electric vehicle; except that the term does not include electrical assisted bicycles, **electric scooters**, low-power scooters, wheelchairs, or vehicles moved solely by human power. For the purposes of the offenses described in GJMC [10.04.1401](#) for farm tractors and off-highway vehicles, as defined in § [33-14.5-101](#)(3), C.R.S., operated on streets and highways, *motor vehicle* includes a farm tractor or an off-highway vehicle that is not otherwise classified as a motor vehicle.

***Plug-in electric motor vehicle* means:**

(a) A motor vehicle that has received an acknowledgment of certification from the federal internal revenue service that the vehicle qualifies for the plug-in electric drive vehicle credit set forth in [26 U.S.C. sec. 30D](#), as amended, or any successor statute; or

(b) Any motor vehicle that can be recharged from an external source of electricity and that uses electricity stored in a rechargeable battery pack to propel or contribute to the propulsion of the vehicle's drive wheels.

Toy vehicle means:

(1) Any vehicle that has wheels and is not designed for use on public highways or for off-road use.

(2) *Toy vehicle* includes, but is not limited to, gas-powered or electric-powered vehicles commonly known as mini bikes, “pocket” bikes, kamikaze boards, go-peds, and stand-up scooters.

(3) *Toy vehicle* does not include **electric scooters**, off-highway vehicles or snowmobiles.

Vehicle means a device that is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. *Vehicle* includes, without limitation, a bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD, but does not include a wheelchair, off-highway vehicle, snowmobile, farm tractor, or implement of husbandry designed primarily or exclusively for use and used in agricultural operations or any device moved exclusively over stationary rails or tracks or designed to move primarily through the air.

10.04.221 Bicycle, **electric scooter**, and personal mobility device equipment.

(1) No other provision of the GJMC [10.04.201](#) through [10.04.237](#) shall apply to a bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD or to equipment for use on a bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD except those provisions in this chapter made specifically applicable to such a vehicle.

(2) Every bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD in use at the times described in GJMC [10.04.204](#) shall be equipped with a lamp on the front emitting a white light visible from a distance of at least 500 feet to the front.

(3) While being operated every bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD shall be equipped with a red reflector of a type approved by the Department, which shall be visible for 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle.

(4) Every bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD when in use at the times described in GJMC [10.04.204](#) shall be equipped with reflective material of sufficient size and reflectivity to be visible from both sides for 600 feet when directly in front of lawful lower beams of head lamps on a motor vehicle or, in lieu of such reflective material, with a lighted lamp visible from both sides from a distance of at least 500 feet.

(5) **A** bicycle, electrical assisted bicycle, **electric scooter**, or EPAMD or its rider may be equipped with lights or reflectors in addition to those required by subsections (2) to (4) of this section.

(6) A bicycle, **electric scooter**, or electrical assisted bicycle shall not be equipped with while in use, nor shall any person use upon a bicycle, **electric scooter**, or electrical assisted bicycle, any siren or whistle.

(7) Every bicycle, electrical assisted bicycle, **or electric scooter** while in use shall be equipped with a brake or brakes that will enable its rider to stop the bicycle, electrical assisted bicycle, **or electric scooter** within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement.

(8) A person engaged in the business of selling bicycles, electrical assisted bicycles, **or electric scooters** at retail shall not sell any bicycle, electrical assisted bicycle, **or electric scooter** unless the bicycle, electrical assisted bicycle, **or electric scooter** has an identifying number permanently stamped or cast on its frame.

(9) (a) Every manufacturer or distributor of new electrical assisted bicycles **or electric scooters** intended for sale or distribution in this State shall permanently affix to each electrical assisted bicycle **or electric scooter**, in a prominent location, a label that contains the classification number, top assisted speed, and motor wattage of the electrical assisted bicycle. The label must be printed in Arial font in at least nine-point type.

(b) A person shall not knowingly modify an electrical assisted bicycle **or electric scooter** so as to change the speed capability or motor engagement of the electrical assisted bicycle without also appropriately replacing, or causing to be replaced, the label indicating the classification required by subsection (9)(a) of this section.

10.04.224 Horns or warning devices.

(3) While in use no bicycle, electrical assisted bicycle, **electric scooter**, or low-power scooter shall be equipped with nor shall any person use upon such vehicle a siren or whistle.

10.04.234 Slow-moving vehicles – Display of emblem.

(1) (a) All machinery, equipment, and vehicles, except bicycles, electrical assisted bicycles, **electric scooters**, and other human-powered vehicles, designed to operate or normally operated at a speed of less than 25 miles per hour while operated on a public highway, shall display a triangular slow-moving vehicle emblem on the rear.

(b) Low-speed electrical vehicles while operated shall display on the rear of the vehicle a triangular slow-moving emblem designed as specified by the State Department of Transportation.

(c) Bicycles, electrical assisted bicycles, **electric scooter**, and other human-powered vehicles shall be permitted but not required to display the emblem specified in this subsection (1).

10.04.503 Projecting loads on passenger vehicles.

No passenger-type vehicle, except a motorcycle, a bicycle, **electric scooter**, or an electrical assisted bicycle shall be operated on any highway with any load carried thereon extending beyond the line of the fenders on the left side of such vehicle nor extending more than six inches beyond the line of the fenders on the right side thereof. Any person who violates this section commits a traffic infraction.

10.04.714 Bicyclist or other authorized user in bicycle lane.

(1) The driver of a vehicle shall yield the right-of-way to a bicyclist or other authorized user of a bicycle lane in a bicycle lane.

(2) (a) Except as provided in subsection (2)(b) of this section, any person who violates subsection (1) of this section commits a traffic infraction.

(b) (I) If a person violates subsection (1) of this section and the person's actions are the proximate cause of a crash, the person commits careless driving and shall be punished as described in [section 10.04.1402\(2\)\(a\)](#).

(II) If a person violates subsection (1) of this section and the person's actions are the proximate cause of bodily injury to another person, the person commits careless driving and shall be punished as described in [section 10.04.1402\(2\)\(b\)](#).

10.04.802 Pedestrians' right-of-way in crosswalks.

(3) No pedestrian shall suddenly leave a curb or other place of safety and ride a bicycle, ride an electrical assisted bicycle, **ride an electric scooter**, walk, or run into the path of a moving vehicle that is so close as to constitute an immediate hazard.

10.04.1401 Reckless driving – Penalty

(1) A person who drives a motor vehicle, bicycle, electrical assisted bicycle, **electric scooter**, or low-power scooter in such a manner as to indicate either a wanton or a willful disregard for the safety of persons or property is guilty of reckless driving.

10.04.1402 Careless driving – Penalty

(1) A person who drives a motor vehicle, bicycle, electrical assisted bicycle, **electric scooter** or low-power scooter in a careless and imprudent manner, without due regard for the width, grade, curves, corners, traffic, and use of the streets and highways and all other attendant circumstances, is guilty of careless driving.

10.04.1407.5 Splash guards – When required.

(3) This section does not apply to:

(g) Bicycles, **electric scooter**, or electrical assisted bicycles.

Section 10.04.1412(1) is amended as follows:

(1) Every person riding a bicycle, electrical assisted bicycle, **or electric scooter** shall have all of the rights and duties applicable to the driver of any other vehicle under this chapter, except as to special regulations in this chapter, except as provided in section 10.04.1412.5, and except as to those provisions which by their nature can have no application. Said riders shall comply with the rules set forth in this section and GJMC 10.04.221.

(3) No bicycle, electrical assisted bicycle, **or electric scooter** shall be used to carry more persons at one time than the number for which it is designed or equipped.

(4) No person riding upon any bicycle, electrical assisted bicycle, **or electric scooter** shall attach the same or himself or herself to any motor vehicle upon a roadway.

(5) (a) Any person operating a bicycle, an electrical assisted bicycle, **or electric scooter (for this section referred to as "rider")** upon a roadway at less than the normal speed of traffic shall ride in the right-hand lane, subject to the following conditions:

(I) If the right-hand lane then available for traffic is wide enough to be safely shared with overtaking vehicles, a **rider** shall ride far enough to the right as judged safe by the **rider** to facilitate the movement of such overtaking vehicles unless other conditions make it unsafe to do so.

(II) A **rider** may use a lane other than the right-hand lane when:

(A) Preparing for a left turn at an intersection or into a private roadway or driveway;

(B) Overtaking a slower vehicle; or

(C) Taking reasonably necessary precautions to avoid hazards or road conditions.

(III) Upon approaching an intersection where right turns are permitted and there is a dedicated right-turn lane, a **rider** may ride on the left-hand portion of the dedicated right-turn lane even if the **rider** does not intend to turn right.

(b) A **rider** shall not be expected or required to:

(I) Ride over or through hazards at the edge of a roadway, including but not limited to fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals, surface hazards, or narrow lanes; or

(II) Ride without a reasonable safety margin on the right-hand side of the roadway.

(c) A person operating a bicycle, an electrical assisted bicycle, **or electric scooter** upon a one-way roadway with two or more marked traffic lanes may ride as near to the left-hand curb or edge of such roadway as judged safe by the **riders**, subject to the following conditions:

(I) If the left-hand lane then available for traffic is wide enough to be safely shared with overtaking vehicles, a **riders** shall ride far enough to the left as judged safe by the **riders** to facilitate the movement of such overtaking vehicles unless other conditions make it unsafe to do so.

(II) A **riders** shall not be expected or required to:

(A) Ride over or through hazards at the edge of a roadway, including but not limited to fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals, surface hazards, or narrow lanes; or

(B) Ride without a reasonable safety margin on the left-hand side of the roadway.

(6) (a) Persons riding bicycles, electrical assisted bicycles, **or electric scooters** upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.

(b) Persons riding bicycles, electrical assisted bicycles, **or electric scooters** two abreast shall not impede the normal and reasonable movement of traffic and, on a laned roadway, shall ride within a single lane.

(7) A person operating a bicycle, electrical assisted bicycle, **or electric scooter** shall keep at least one hand on the handlebars at all times.

(8) (a) A person riding a bicycle, electrical assisted bicycle, **or electric scooter** intending to turn left shall follow a course described in GJMC [10.04.901\(1\)](#), [10.04.903](#), and [10.04.1007](#) or may make a left turn in the manner prescribed in subsection (8)(b) of this section.

(b) A person riding a bicycle, electrical assisted bicycle, **or electric scooter** intending to turn left shall approach the turn as closely as practicable to the right-hand curb or edge of the roadway. After proceeding across the intersecting roadway to the far corner of the curb or intersection of the roadway edges, the **riders** shall stop, as much as practicable, out of the way of traffic. After stopping, the **riders** shall yield to any traffic proceeding in either direction along the roadway that the **riders** had been using. After yielding and complying with any official traffic control device or police officer regulating traffic on the highway along which the **riders** intends to proceed, the **riders** may proceed in the new direction.

(c) Notwithstanding the provisions of subsections (8)(a) and (b) of this section, the City may cause official traffic control devices to be placed on roadways and thereby require and direct that a specific course be traveled.

(9) (a) Except as otherwise provided in this subsection (9), every person riding a bicycle, electrical assisted bicycle, **or electric scooter** shall signal the intention to turn or stop in accordance with GJMC [10.04.903](#); except that a **rider** may signal a right turn with the right arm extended horizontally.

(b) A signal of intention to turn right or left when required shall be given continuously during not less than the last 100 feet traveled by the bicycle, electrical assisted bicycle, **or electric scooter** before turning and shall be given while the bicycle, electrical assisted bicycle, **or electric scooter** is stopped waiting to turn. A signal by hand and arm need not be given continuously if the hand is needed in the control or operation of the bicycle, electrical assisted bicycle, **or electric scooter**.

(10) (a) A person riding a bicycle, electrical assisted bicycle, **or electric scooter** upon and along a sidewalk or pathway or across a roadway upon and along a crosswalk shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian. A person riding a bicycle, **electrical assisted bicycle, or electric scooter** in a crosswalk shall do so in a manner that is safe for pedestrians.

(b) A person shall not ride a bicycle, electrical assisted bicycle, **or electric scooter** upon and along a sidewalk or pathway or across a roadway upon and along a crosswalk where such use of bicycles, electrical assisted bicycles, **or electric scooters** is prohibited by official traffic control devices or ordinances. A **rider** shall dismount before entering any crosswalk where required by official traffic control devices or ordinances.

(c) A person riding or walking a bicycle, electrical assisted bicycle, **or electric scooter** upon and along a sidewalk or pathway or across a roadway upon and along a crosswalk shall have all the rights and duties applicable to a pedestrian under the same circumstances, including, but not limited to, the rights and duties granted and required by GJMC [10.04.802](#).

(11) (a) A person may park a bicycle, electrical assisted bicycle, **or electric scooter** on a sidewalk unless prohibited or restricted by an official traffic control device or ordinance.

(b) A bicycle, electrical assisted bicycle, **or electric scooter** parked on a sidewalk shall not impede the normal and reasonable movement of pedestrian or other traffic.

(c) A bicycle, electrical assisted bicycle, **or electric scooter** may be parked on the road at any angle to the curb or edge of the road at any location where parking is allowed.

(d) A bicycle, electrical assisted bicycle, **or electric scooter** may be parked on the road abreast of another such **vehicle(s)** near the side of the road or any location where parking is allowed in such a manner as does not impede the normal and reasonable movement of traffic.

(e) In all other respects, bicycles, electrical assisted bicycles, **or electric scooters** parked anywhere on a highway shall conform to Chapter [10.08](#) GJMC regulating the parking of vehicles.

(12) (a) Any person who violates any provision of this section commits a misdemeanor; except that § [42-2-127](#), C.R.S. shall not apply.

(b) Any person riding a bicycle, electrical assisted bicycle, **or electric scooter** who violates any provision of this chapter **and chapter 10.14** other than this section which is applicable to such a vehicle and for which a penalty is specified shall be subject to the same specified penalty as any other vehicle; except that § [42-2-127](#), C.R.S. shall not apply.

(13) Upon request, the Police Department shall complete a report concerning an injury or death incident that involves a bicycle, electrical assisted bicycle, **or electric scooter** on the roadways of the State, even if such accident does not involve a motor vehicle.

(14) (a) (I) A person may ride a class 1 or class 2 electrical assisted bicycle, **or electric scooter** on a bike or pedestrian path where bicycles are authorized to travel.

(II) The City may prohibit the operation of a class 1 or class 2 electrical assisted bicycle, **or electric scooter** on a bike or pedestrian path.

Chapter 10.14 Shared Micromobility Devices

10.14.010 Operation of shared micromobility devices.

(a) Definitions

As used in this Chapter, the following shall apply:

***Docked devices* consist of shared micromobility devices such as a bicycle, electrical assisted bicycle, electric scooter, or other City-approved vehicle that can be rented from an automated station or “docking station” or “docks” and can be returned at the same station or another station belonging to the same system.**

***Dockless device* means a bicycle, electric scooter, electrical assisted bicycle or other City-approved vehicle that does not require a fixed apparatus or infrastructure for its parking, receipt, or return.**

***Operator* is a person authorized by the City to own and operate a shared micromobility fleet and service integrating on-board technology allowing a user to utilize either docked or dockless devices remotely in designated right-of-way. The term includes any employee, agent or independent contractor hired by the operator.**

Pilot means a preliminary study governed by a pilot agreement and conducted to evaluate factors related to the operation of shared micromobility in the City that include but are not limited to feasibility, duration, cost and adverse events, and improve upon study design to prior to establishing a permanent permitting or licensing system.

Shared micromobility means a transportation option providing either dockless or docked devices for short term rental for point-to-point trips among multiple users where the devices are intended to remain in the public right-of-way, even when not being rented/used by a user; that are part of a shared fleet; and that uses smart-phone applications (“Apps”) to locate, reserve, checkout, and process payment for the use of those devices.

User is any person that uses, rents, or rides a docked or dockless device and/or is a customer of the shared micromobility operator.

Shared Micromobility Device (Device) means any lightweight, low-powered or human powered vehicular unit, including bicycles, electrical assisted bicycles and electric scooters, either dockless or docked, that is part of a shared fleet operating in the City.

(b) Shared micromobility operator requirements

- (1) The City Manager shall develop a shared micromobility operator pilot criterion, application process, and pilot requirements and define the period of performance to operate within the City’s right-of-way.**
- (2) The City Manager is authorized to review and approve operator’s deployment plans for qualified operator(s) who submit applications to participate in the pilot within the City.**
- (3) The City Manager shall promulgate additional regulations governing shared micromobility, which at a minimum requires operators to provide device safety features (such as lights and reflectors), follow established parking rules, meet operating and customer service performance standards, and perform data collection and reporting to the City that monitors performance and effectiveness of the pilot. Safety communication materials and application features must be preapproved by the City prior to launching.**
- (4) The City Manager shall set requirements for operators to remove shared micromobility devices that are parked in inappropriate areas, rebalance the devices, and similar operator obligations and responsibilities.**

- (5) Operators are required to provide proof of insurance of the types and at the levels determined by the City, indemnification, surety bonds, and cost recovery fees.**
- (6) A pilot shall be subject to termination for non-compliance, including but not limited to, operations that in the City's discretion constitute a nuisance, dangerous condition(s) or for repeated violation(s).**
- (7) The City Manager shall establish a process to determine well-planned, designated locations for dedicated parking spaces for shared micromobility devices in the City's right-of-way.**
- (8) The pilot is only valid for operations within designated City rights-of-way. An operator shall not restrict use of its fleet within certain geographical areas of the City unless approved by the City. Permission to operate devices outside the public right-of-way shall require advanced written permission of the property owner(s). Operators shall have a means of communicating to the user or customer when the device has been operated in non-permitted areas. The communication to the user shall be sent electronically at the conclusion of the trip.**

(c) Identification of devices

- (1) Devices are required to be individually numbered by the operator.**
- (2) Devices are required to use a unique identifier sticker that is clearly visible to the user and the City. Such identifier must:**
 - i. be affixed to the vehicle stem;**
 - ii. be at least 2 inches high**
 - iii. include that the particular device is allowed to be operated within the City;**
 - iv. include a toll-free telephone number and e-mail address so a user and/or the public can report issues or make relocation requests.**

- (3) Operators are required to provide an inventory list of device identification numbers to the City Manager prior to deployment within the City.**
- (4) Fleet inventory shall be audited through-out the City-approved period of performance to ensure fleet size requirements are respected.**
- (5) Operators are required to update the fleet inventory list monthly and are not allowed to deploy a device whose identification number is not filed with the City Manager.**

(d) Communications to users/customers

- (1) All operators shall conspicuously include in the operator's Apps information that:
 - i. educates users or customers about safe use of the devices that are in the operator's inventory; and**
 - ii. informs the users or customers of parking zones.****

(e) Use

- (1) Every user of a device shall have all the rights and duties applicable to a rider of the same type of vehicle not included in a shared fleet system under this Code, except as to special regulations in this chapter and except as to those provisions in which by their nature can have application.**
- (2) No device shall be used to carry more persons at one time than the number for which it is designed and equipped.**

(f) Parking requirements for devices

- (1) Devices shall be parked within dedicated parking zones which shall be adjacent to the curb in a parking lane of a roadway, and that are established and maintained solely at the cost of the operator. Dedicated parking zones shall be differentiated from other uses of the parking lane by pavement marking, delineators, wheel stops, flexible bollards or other City-approved material(s).**

- (2) Devices may not be parked on sidewalks, unless there is an on-sidewalk dedicated parking zone that is differentiated from other uses of the sidewalk by pavement markings, delineators, wheel stops, flexible bollards or other City-approved material(s).**
- (3) Devices shall be upright when parked.**
- (4) Operators shall inform users on proper parking of devices.**
- (5) Dedicated parking zones shall not impede access to utilities, or access from the street to the sidewalk.**
- (6) The City Manager reserves the right to reduce the number of devices allowed to operate in the City and revoke the operators ability to operate, if such devices are found to be consistently parked improperly.**
- (7) To maintain parking compliance, operators shall:**
 - i. Provide a single point-of-contact (telephone number and email address) customer service line, available 24 hours and answerable by the local representative of the operator, for complaints regarding improper parking;**
 - ii. List the contact information clearly on each device along with a unique identifying number as described in section (c);**
 - iii. Resolve complaints within one hour Monday through Friday, 7:00 a.m. to 6 p.m., and within four hours on Saturdays and Sundays and after the weekday hours listed herein;**
 - iv. Assign a unique complaint number for each issue to both the City and the person who reported the issue;**
 - v. When a complaint is closed provide a response to the City and the person who reported the issue; and**
 - vi. Provide sufficient operations and maintenance staff to address issues and remove improperly parked vehicles.**

(g) Areas of operations for devices

- (1) Devices may be operated in a designated bicycle lane if one is present, or in a vehicle travel lane except for circumstances described below and elsewhere in Chapter 10.04.**
- (2) Devices may be used on City sidewalks unless otherwise posted to the contrary.**

(3) Devices may be used in City parks or trails owned or maintained by the City unless otherwise posted to the contrary.

(h) Speed limits for devices.

(1) No user shall ride a device in excess of 15 miles per hour when riding on a multiuse path.

(2) No user shall ride a device in excess of a speed of 6 miles per hour when riding on a sidewalk.

(3) Where the posted speed limit is more than 35 miles per hour or more and there is no designated bike lane, the device shall be operated on a sidewalk if available.

(i) Safety

(1) A user of a device in any public place within the City shall use the same in a careful and prudent manner and at a rate of speed no greater than is reasonable and prudent under the conditions existing at the place and time of operation, taking into account any posted speed limits, the amount and character of pedestrian traffic, grade and width of path, trail or right-of-way and condition of the surface therefor.

(j) Advertising

Operators shall not display third party advertising on vehicles or parking zones without express approval from the City Manager.

(k) Privacy.

Each operator will be required to establish a privacy policy that safeguards user information and will be required to file a data privacy plan with the City. In addition, each operator shall be required to provide an electronic payment system.

(l) Device maintenance

Operator shall remove any inoperable device or any device that is not safe to operate as immediately as possible but no later than 24 hours after notification. Failure to do so may result in the revocation of the City's consent/authority to operate in the City.

(m) Data sharing

Each operator shall be responsible for providing quarterly reports to the City displaying trip information including, but not limited to, the following:

- (1) utilization rates**
- (2) total downloads, active users & repeat user information**
- (3) total trips by day of week and time of day**
- (4) origin and destination information for all trips**
- (5) trips per device**
- (6) average trip distance**
- (7) trips originating in or destined for designated opportunity areas**
- (8) parking compliance at designated zones and at transit and bus stops**
- (9) incidents of theft and/or vandalism**
- (10) complaints**
- (11) number of users participating in discount programs disaggregated by program type (low income, students, etc.)**
- (12) accident/crash information**
- (13) payment method information**

Complete data sharing requirements will be provided to approved operators. Operators shall comply with all data sharing requirements to remain in good standing. Failure to comply will result in termination of the pilot agreement.

(o) Indemnification.

Operators shall defend, indemnify, and hold harmless the City, its agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the services performed under the pilot, unless such claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the permitted operator or its subcontractors either passive

or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

9.04.200 Skate devices, **electric scooters**, wheeled devices – Regulations.

(c) For this section, skate device(s) shall include and mean any skateboard(s), conventional or in-line roller skates, **bicycles, electrical assisted bicycles, electric scooters**, or other similar device or apparatus, all which may be collectively referred to as skate device or skate devices.

Introduced on first reading this 6th day of June 2022 and ordered published in pamphlet form.

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

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council



Grand Junction City Council

Regular Session

Item #4.a.ii.

Meeting Date: July 20, 2022

Presented By: Anna Stout

Department: City Council

Submitted By: John Shaver

Information

SUBJECT:

An Ordinance Amending Chapter 2.08 of the Grand Junction Municipal Code and Setting the 2022 Salary of the City Attorney and the Municipal Judge

RECOMMENDATION:

Conduct a public hearing, approve the Ordinance on final passage and order final publication in pamphlet form.

EXECUTIVE SUMMARY:

The Ordinance amends Chapter 2, Title 8 of the GJMC to establish Section 015 such that the compensation paid to the Municipal Judge and the City Attorney is established by the City Council by ordinance. With approval of the Ordinance, the City Council will set the 2022 compensation for the Municipal Judge and the City Attorney as provided therein.

BACKGROUND OR DETAILED INFORMATION:

The Ordinance amends Chapter 2, Title 8 of the GJMC to establish Section 015 such that the compensation paid to the Municipal Judge and the City Attorney is established by the City Council by ordinance. With approval of the Ordinance, the City Council will set the 2022 compensation for the Municipal Judge and the City Attorney as provided therein.

With adoption of the Ordinance a) the compensation of Municipal Judge Tammy Eret is and shall be set at \$106.08 per hour to compensate her for her service to the City of Grand Junction in accordance with the Charter and Ordinances of the City of Grand Junction, Colorado, with the same being effective and relating back to January 1, 2022, City Pay Period 1, with all other terms of her respective employment being unchanged,

together with said compensation being paid until amended by subsequent action of the City Council; and, b) the salary of City Attorney John Shaver is and shall be set at \$204,600.00 per year (\$98.36 per hour) and as customarily prorated for any period of less than one year, to compensate him for his service to the City of Grand Junction in accordance with the Charter and Ordinances of the City of Grand Junction, Colorado with the same being effective and relating back to January 1, 2022, City Pay Period 1, with all other terms of his respective employment being unchanged, together with all compensation being paid until amended by subsequent ordinance of the City Council.

FISCAL IMPACT:

The City Council has previously approved Ordinance No. 5042 appropriating money to defray the expenses of and setting the 2022 budget for the City. That appropriation included budgeted changes to the compensation for City employees and the salary established for the City Attorney and the Municipal Judge are within the appropriation authorized by Ordinance No. 5042.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5085, an ordinance amending 2.08 Municipal Code and setting the 2022 salary of the City Attorney and the Municipal Judge on second reading and final passage and order final publication in pamphlet form. .

Attachments

1. ORD-CA2022

**CITY OF GRAND JUNCTION
ORDINANCE NO.**

**AN ORDINANCE CONCERNING THE COMPENSATION OF THE MUNICIPAL
JUDGE AND THE CITY ATTORNEY AND AMENDING CHAPTER 2.08 OF THE
GRAND JUNCTION MUNICIPAL CODE REGARDING THE FIXING OF THE
COMPENSATION FOR THE CITY ATTORNEY AND THE MUNICIPAL JUDGE**

RECITALS.

On December 2, 2020 the City Council approved Ordinance No. 4966 appropriating money to defray the expenses of, and setting the 2021 budget for, the City. That appropriation included a budgeted 2.5% cost of living wage increase for City employees. The wage increase for eligible employees was dependent on each employee being evaluated by his/her supervisor and being rated as performing at or above expectations. For employees performing at that level the 2.5% increase began with City Pay Period 7.

The City Council has three employees, the Municipal Judge, the City Attorney and the City Manager. Pursuant to the City Charter, the salary of the City Manager is set by ordinance, the approval of which serves to amend his employment agreement.

With Ordinance ___ the City Council has fixed and determined the City Manager's 2022 compensation, which is based on the City Council's finding that the City Manager is performing his job duties at or above expectations.

The City Council recently reviewed the performance of the City Attorney and found that he is performing his job duties at or above expectations and accordingly with this ordinance and the prior appropriation, increases his compensation by 3.5% annually rounded to the nearest whole dollar. As necessary or required to effectuate the purposes hereof, this ordinance shall amend the terms of his compensation, as established herein, being effective and beginning with City Pay Period 1 with all other terms of employment and benefits being unchanged.

Pursuant to the Grand Junction Municipal Code (GJMC) the City's Judicial Performance Commission (Commission) performs biannual reviews of the Municipal Judge. While the Commission has begun its 2023 review of Judge Eret, because the review is not yet, due, Council has determined consistent with Ordinance No. 5042 and the assumptions made in the budget to adjust the City's pay plan, to provide Judge Eret a 2022 cost of living adjustment of 3.5%.

Furthermore, by and with this Ordinance, Chapter 2, Title 8 of the GJMC is amended to establish Section 015 such that the compensation paid to the Municipal Judge and that paid to the City Attorney shall be established by City Council by ordinance.

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

That the foregoing Recitals are incorporated by reference and therefore:

a) the compensation of Municipal Judge Tammy Eret is and shall be set at \$106.08 per hour to compensate her for her service to the City of Grand Junction in accordance with the Charter and Ordinances of the City of Grand Junction, Colorado, with the same with the same being effective and relating back to January 1, 2022, City Pay Period 1, with all other terms of her respective employment being unchanged, together with said compensation being paid until amended by subsequent action of the City Council; and,

b) the salary of City Attorney John Shaver is and shall be set at \$204,600.00 per year (\$98.36 per hour) and as customarily prorated for any period of less than one year, to compensate him for his service to the City of Grand Junction in accordance with the Charter and Ordinances of the City of Grand Junction, Colorado with the same being effective and relating back to January 1, 2022, City Pay Period 1, with all other terms of his respective employment being unchanged, together with all compensation being paid until amended by subsequent ordinance of the City Council; and,

c) that the GJMC is amended by and the addition of 2.08.015 as follows (additions shown in ALL CAPS):

2.08.015 COMPENSATION OF CITY COUNCIL EMPLOYEES

A) THE MUNICIPAL JUDGE SHALL RECEIVE SALARY OR OTHER COMPENSATION TO BE FIXED AND OTHERWISE SET BY THE CITY COUNCIL BY ORDINANCE; AND,

B) THE CITY ATTORNEY SHALL RECEIVE A SALARY TO BE FIXED AND OTHERWISE SET BY THE CITY COUNCIL BY ORDINANCE; AND

C) AS PROVIDE IN ARTICLE VII, PARAGRAPH 57 THE CITY MANAGER SHALL RECEIVE A SALARY TO BE FIXED BY THE COUNCIL BY ORDINANCE.

d) If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid or in conflict with the Charter or other ordinances of the City, then such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid

provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

The City Council does authorize the President of the City Council to take such action as is necessary or required, consistent with this Ordinance, to affect the compensation increases upon this Ordinance being finally passed, published, and becoming effective as provided by the Charter and applicable law.

INTRODUCED ON FIRST READING PASSED FOR PUBLICATION AND SETTING A HEARING FOR THIS 6TH DAY OF JULY 2022.

PASSED, ADOPTED, AND ORDERED PUBLISHED THIS ___ DAY OF ___ 2022.

Anna M. Stout
President of the City Council

Attest:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #4.b.i.

Meeting Date: July 20, 2022
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

A Resolution Accepting the Petition for the Annexation of 19.77 Acres of Land and Ordinances Annexing and Zoning the If Land Annexation from County RSF-R (Residential Single Family Rural) to R-8 (Residential - 8 du/ac), Located at 364 29 Road; 370 29 Road; and 374 29 Road

RECOMMENDATION:

Staff recommends adoption of a resolution accepting the petition for the If Land Annexation, and approval of the annexation and zone of annexation ordinances. The Planning Commission heard the zoning request at its July 12, 2022 meeting and voted (7-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Upper Limit Investments, LLC is requesting annexation of 3 parcels of land and a zone of annexation to R-8 (Residential 8 du/ac) for the If Land Annexation. The approximately 19.77 -acre annexation is located at 364 29 Road; 370 29 Road; and 374 29 Road. The subject property has three residences, one each parcel with the majority of the property undeveloped.

The property is Annexable Development per the Persigo Agreement. The Applicants are requesting annexation into the city limits. Annexation is being sought in anticipation of developing the vacant portion of the property. The proposed zone district of R-8 is consistent with the Residential Medium (5.5 to 12 du/ac) Land Use category of the Comprehensive Plan. The request for annexation is being considered concurrently by City Council with the zone of annexation request. Both are included in this staff report.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

Annexation Request:

The Applicant, Upper Limits Investments, LLC is requesting annexation of approximately 19.77 acres consisting of three parcels of land located at 364 29 Road, 370 29 Road, and 374 29 Road. There is a portion of the 29 Road right-of-way included (0.623 acres) in the annexation. The subject property has an existing residence on each property for a total of three residential dwellings.

The property is Annexable Development per the Persigo Agreement. The Applicant is requesting annexation into the city limits. Annexation is being sought in anticipation of developing the three properties. 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 – June 15, 2022.
- Planning Commission considers Zone of Annexation – July 12, 2022, moved from June 28th
- Introduction of a Proposed Ordinance on Zoning by City Council – July 6, 2022.
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – July 20, 2022.
- Effective date of Annexation and Zoning – August 21, 2022.

Zone of Annexation Request:

The Applicant is requesting a zone district of R-8 (Residential – 8 du/ac. The property is currently zoned in the County as RSF-R (Residential Single Family Rural – one dwelling per five acres). The proposed 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 city R-12 to the west. The surrounding County zoning is generally RSF-R, a zone district that provides zoning for interim agricultural uses prior to urbanization that is expected by the Comprehensive Plan.

Historically, surrounding development in the County has been large lot residential with agricultural uses, but this area is part of the Pear Park planning area, which is seeing further development of properties consisting of more dense development with urban lot sizes and single family and multi-family uses and densities. 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 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan. The comprehensive plan goal to “encourage infill and redevelopment to leverage existing infrastructure” supports the Applicant’s request of a

zone of annexation of R-8.

The R-8 zoning establishes densities between 5.5 and 8 dwelling units per acre which will allow the property to also develop at densities like the other R-8 zoned properties that have been developed recently. The R-8 requested zoning 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-high density attached and detached dwellings, two-family dwelling and multifamily in areas where adequate public facilities and services are available. R-8 is a transitional district between lower density single-family districts and higher density multifamily or business development. A mix of dwelling types is allowed in this district. R-8 supports the Comprehensive Plan's principles of concentrating urban growth. This property is located within a sub-urban infill area of the community.

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

- a. R-12 (Residential – 2-4 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 in-person on January 10, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's representative and City staff were in attendance.

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 June 22, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on July 1, 2022. The notice of the Planning Commission public hearing was published July 5, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

Annexation Analysis

The property is currently adjacent to existing city limits to the East. The necessary one sixth contiguity requirements of State Statutes for annexation is being met. The property owner has signed a petition for annexation.

Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Twenty Eighty Broadway Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described. The petition has been signed by the owners of all properties or 100% of the owners and includes 100% of the property described excluding right-of-way.
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits. The Twenty Eighty Broadway Annexation has just over 53% of the perimeter of the annexation contiguous with the existing City limits, meeting the 1/6 contiguity requirements for annexation.
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities.
- d) The area is or will be urbanized in the near future. The property has existing urban utilities and services near and available to the property.
- e) The area is capable of being integrated with the City. The proposed annexation area is adjacent to the city limits on the east side and has direct access to 29 Road to the west and where urban services are available to these properties.
- f) No land held in identical ownership is being divided by the proposed annexation. Each of the three properties owned by the applicants are being annexed.
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent. Contiguous property owned by the petitioner is less than 20 acres in size, so this requirement does not apply. However, the petitioners have granted consent to the City to annex the property.

Please note that the annexation petition was prepared by the City.

Zone of Annexation Analysis

The criteria for review are 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 to 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 one of these original premises, a county zoning designation. However, staff has found this to not be enough justification and finds this criterion has not been met.

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

The character or condition of the area is changing with the further development of the 29 Road area. Two Convenience Stores and one car wash have developed in the past few years a short distance to the north at the intersection of 29 Road and Riverside Parkway further introducing urbanization in the immediate area. However, infill development is also occurring throughout the Pear Park planning area and the 29 Road area is in a prime location for urban infill to occur. Staff finds that this criterion has been met.

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

Existing public and community facilities and services are available in close proximity to and can be extended into the annexation area. These services are sufficient to serve land uses associated with the proposed R-8 zone district for these properties, and the expected 108 to 158 dwelling units at full buildout of the annexation area when developed. Water and sewer services are available. This property is within the Ute Water District service area. A 12-inch water line runs along 29 Road. The area can be served by Xcel Energy for natural gas and Grand Valley Power for electricity.

The property is currently within the Persigo 201 Sewer Service Area and has an 8-inch sewer line in the 29 Road right-of-way with available capacity to accommodate future development of this property. Based on the Future Land Use (FLU) designation and expected number of dwelling units, the maximum anticipated additional flow assuming 280 gallons per day per EQU is about 500 gallons per day is 42,560 gallons per day. The Persigo wastewater treatment plant has sufficient capacity to accommodate this development. The current capacity of the wastewater treatment plant is 12,500,000 gallons per day. The plant currently receives approximately 8 million gallons per day. Therefore, the plant has capacity to accommodate this additional flow.

This property is in the Grand Junction Rural Fire Protection District served by the Grand Junction Fire Department through an intergovernmental agreement between the City and the rural fire district. With build out of residential dwelling units, no changes in fire protection and emergency medical response are expected due to this annexation. Primary response is from Fire Station 4 at 2884 B ½ Road and from that location response times are within National Fire Protection Association guidelines. Fire Station 4 has the capacity to handle the increase in calls for service resulting from this annexation and development.

Pear Park Elementary School is approximately 1.5 miles to the east. The site is within the enrollment boundaries of East Middle School and Grand Junction High School. Two convenience stores with gas are located less than 1 half mile to the north. Major goods and services can be found nearby on North Avenue a mile to the north and downtown Grand Junction is located a couple of miles to the west. 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, 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 are designated on the Comprehensive Plan Land Use Map as Residential Medium (5.5 to 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 to middle range of the Residential Medium land use category. The property across 29 Road to the northwest is already annexed into the City limits and zoned R-12, also in compliance to the Residential Medium land use category.

For unincorporated areas of Pear Park surrounding this annexation, Mesa County has zoned the majority of the area as RSF-R, a zone district established as an interim zoning until the area is annexed by the city and urban development occurs supportive of the Comprehensive Plan. Much of the adjacent surrounding area in unincorporated Mesa County is agriculturally used with large properties including a single-family home on them.

The Land Use Map defines much of the immediate half mile area around the subject property as Residential Medium and located in Tier 1 of the Intensification and Growth Tiers Map. Staff find that the R-8 zone district provides appropriate density that the city is seeing demand for in the Pear Park area and matches the R-8 types of development already constructed within a half mile and beyond. Therefore, staff 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 provides housing within a range of density that has been defined as urban densities in the 2020 One Grand Junction Comprehensive Plan and is consistent with the needs of the community. This principle is supported and encouraged by the Comprehensive Plan and furthers the plan's goal of promoting a diverse supply of housing types that meet the needs of all ages, abilities, and incomes identified in Plan Principle 5: Strong Neighborhoods and Housing Choice, Chapter 2 of the Comprehensive Plan. Therefore, Staff finds that this criterion has been met.

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code provides that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Though the R-12 zone district as well the CSR, MX-R-3, MXG-3 and MXS-3 zone districts could be considered in a Residential Medium Land Use area, the R-8 zone district is consistent with the recommendations of the Plan's Land Use Map, compatible with the surrounding neighborhood and provides for housing on a smaller residential lot, thereby providing more housing 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 meets the needs of people of all ages, abilities, and incomes.

Chapter 3

Intensification and Tiered Growth Plan. Subject property is located within Tier 1 where the focus is on intensifying residential and commercial areas through infill and redevelopment. In Tier 1, 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 If Land Zone of Annexation, ANX-2022-114 request for the properties located at 364 29 Road; 370 29 Road; and 374 29 Road from County RSF-R (Residential Single Family Rural) to R-8 (Residential – 8 du/ac), the following findings of facts have been made:

1. Based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, staff finds the If Land Annexation is eligible to be annexed because of compliance with the seven (7) criteria

(a through g) found in the Statutes.

2. The request conforms with Section 21.02.140 of the Zoning and Development Code.

3. The request is consistent with the vision (intent), goals and policies of the Comprehensive Plan.

Staff recommends approvals and the Planning Commission will provide a recommendation at their July 12th meeting.

FISCAL IMPACT:

As the property is developed, property tax levies and municipal sales and use tax will be collected, as applicable. For every \$1,000,000 of actual value, City property tax revenue on residential property at the current assessment rate would be approximately \$620 annually. Sales and use tax revenues will be dependent on construction activity and ongoing consumer spending on City taxable items for residential and commercial uses.

Fiscal Impacts by City Department.

Public Works. 29 Road was improved to a collector standard road in 2007 by Mesa County. Approximately 650 feet of curb, gutter, and sidewalk will become City assets as part of this annexation. There are no streetlights in the subject area. Public Works already sweeps this section of 29 Road as well as handles snow removal, therefore no additional operational impacts are anticipated.

Utilities. Water and sewer services are available to this property. This property is within the Ute Water District service area so there is no fiscal impact to the City. The properties are currently within the Persigo 201 Sewer Service Area and have sewer connections for the existing residences but would require new sewer connections for the new development. Monthly sewer service rates for single family units are \$22.40. These rates have been determined sufficient to cover the cost of service.

Fire Department. Currently, these three parcels are in the Grand Junction Rural Fire Protection District which is served by the Grand Junction Fire Department through a contract with the district. The rural fire district collects a 7.606 mill levy that generates a combined revenue of \$254.42 per year. If annexed, the property will be excluded from the rural fire district and the City's 8 mills will generate \$267.60 per year (prior to development) and \$21,684 -\$31,692 per year after estimated planned development. This revenue will need to pay for not only fire and emergency medical services, but also other City services provided to the area. City services are supported by a combination of property taxes and sales/use taxes. The City will collect a onetime fire impact fee of \$710 for each single-family home that is constructed.

Police Department. Based upon the assumed future construction of homes on this

property, its location and makeup, there will be limited impact upon the police department. Considering potential calls for service in the area, we would expect to see several hours per week of dedicated police response. The City will collect a onetime police impact fee of \$305 for each single-family home that is constructed.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 58-22, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the If Land Annexation, approximately 19.77 acres, located at 364 29 Road, 370 29 Road, and 374 29 Road, as well as (adopt/deny) Ordinance No. 5086 annexing territory to the City of Grand Junction, Colorado, If Land Annexation, approximately 19.77 acres, located at 364 29 Road, 370 29 Road, and 374 29 Road, on final passage and order final publication in pamphlet form.

I move to (adopt/deny) Ordinance No. 5087 zoning the If Land Annexation to R-8 (Residential - 8 du/ac) zone district, from Mesa County RSF-R (Residential Single Family Rural) on final passage and order final publication in pamphlet form.

Attachments

1. Development Application
2. Maps and Photos - If Land Annex
3. Revised Annexation Schedule - Table - If Land Annexation
4. If Land Annexation Plat-Annexation Plat
5. Public Comments - If Land Anx Zoning
6. Resolution Accepting Petition for Annexation
7. If Land Annexation Ordinance
8. ORD-Zoning - If Land ANX

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="Residential"/>	Existing Zoning <input type="text" value="RSF-R (Mesa County)"/>
Proposed Land Use Designation <input type="text" value="Residential Medium"/>	Proposed Zoning <input type="text" value="R-8"/>

Property Information

Site Location: <input type="text" value="364 29 Road, Grand Junction, CO 81504"/>	Site Acreage: <input type="text" value="6.36 Acres"/>
Site Tax No(s): <input type="text" value="2943-202-00-054"/>	Site Zoning: <input type="text" value="Proposed R-8"/>
Project Description: <input type="text" value="To Annex and Zone approximately 6.36 acres from County RSF-R to City R-8."/>	

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 <input type="text" value="Tracy States"/>	Digitally signed by Tracy States Date: 2022.01.11 14:59:43 -07'00'	Date <input type="text" value="January 11, 2022"/>
Signature of Legal Property Owner		Date <input type="text" value="1/13/22"/>

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="Residential"/>	Existing Zoning	<input type="text" value="RSF-R (Mesa County)"/>
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: 2022.01.13 14:02:52 -07'00'

Date

Signature of Legal Property Owner 

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 type="text" value="Residential"/>	Existing Zoning <input type="text" value="RSF-R (Mesa County)"/>
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:

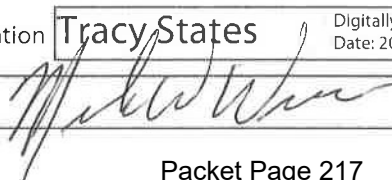
Fax #:

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	<input type="text" value="Tracy States"/> <small>Digitally signed by Tracy States Date: 2022.01.13 14:22:03 -07'00'</small>	Date	<input type="text" value="January 13, 2022"/>
Signature of Legal Property Owner		Date	<input type="text" value="2/11/22"/>

General Project Report

**29 Road Properties Annexation & Zoning
364, 370 & 274 29 Road, Grand Junction, CO
Parcel Nos. 2943-202-00-054, 050 & 051**

February 2, 2022

Prepared for:

IF LAND, LLC

429 29 1/2 Road, Grand Junction, CO 81504

Prepared by:



215 Pitkin, Grand Junction, CO 81501

Grand Junction, CO 81506

Phone: (970) 241-4722

info@rccwest.com

A. Project Description

1) Location: The project is located at 364, 370 and 374 29 Road.

2) Acreage: The subject parcels, combined contains approximately 19.25 Acres.

3) Proposed Use: This submittal is for the Annexation into the City of Grand Junction limits and a request of zoning the parcels to R-8. The future land use is Residential Medium (5.5 – 12 DU/AC). The proposed R-8 zoning (5.5 - 8 DU/Acre) meets the intent of the 2020 Comprehensive Plan with regards to density and use. A separate submittal will be made with regards to the subdivision of the parcel.

B. Public Benefit

The proposed Annexation and Zoning will provide medium density, single family residential detached and attached product needed to keep up with growth and demand for housing. No multi-family is being proposed for this project but would also be an allowable use.

C. Neighborhood Meeting

A neighborhood meeting was held virtually via a zoom meeting on January 20, 2022. A summary of the meeting is included with this submittal.

D. Project Compliance, Compatibility, and Impact

1) Adopted plans and/or policies:

The proposed Annexation and Zoning, in conjunction with the 2020 Comprehensive Plan, will comply with the adopted codes, plans and requirements for the property. The R-8 zoning is an appropriate district for the Residential Medium category of the Comprehensive Plan.

2) Land use in the surrounding area:

The uses contained within the surrounding area are a mix of large lot residential and agricultural uses, with a sprinkling of low density residential. A townhome project is located in the vicinity at D Road and 29 ¼ Road.

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
- City of Grand Junction Sewer
- Grand Valley Water Users Association
- Xcel Energy (Gas)
- Grand Valley Power (Electric)
- City of Grand Junction Fire

Spectrum/Charter
CenturyLink/Lumen

A Fire Flow Form is included with this submittal.

5) Special or unusual demands on utilities:

There will be no unusual demand on utilities as a result of the Rezone.

6) Effects on public facilities:

The Annexation and Zoning will have no adverse effect on public facilities.

7) Hours of operation:

Typical of residential 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 Annexation and Zoning request is in compliance with the newly adopted 2020 Comprehensive Plan.

(ii) Compliance with this zoning and development code.

The Annexation and Zoning 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 rezoning and subsequent development of this property.

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

All applicable permits will be obtained for this project.

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 Annexation and Zoning request to the R-8 zone district will bring the parcel into compliance with the newly adopted 2020 Comprehensive Plan. The parcel's location within the 201 boundary dictates that the project must annex and establish zoning in the City limits in order to develop.

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

The annexation and zoning would allow the continuation of medium density, attainable, quality housing 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 industrial developments and are not affected as a result of the Annexation and 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 to meet demand.

(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 with the extension of services.

F. Development Schedule

Not applicable for this submittal.



**364, 370 and 374 29 Road Annexation and Zoning
(Parcel Nos. 2943-202-00-054, 050 & 051)**

**SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING
TUESDAY, JANUARY 10, 2022 @ 5:30 PM
VIA ZOOM**

A virtual neighborhood meeting for the above-referenced Annexation and Zoning, was held January 10, 2022, via Zoom, at 5:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on December 29, 2021, per the mailing list received from the City of Grand Junction. There were five attendees including Tracy States, Project Coordinator, with River City Consultants, Doug Towler, the Developer and Jace Hochwalt, Senior Planner with the City of Grand Junction. There were two neighbors in attendance.

After some brief technical difficulties, the meeting included a brief presentation and a question/answer session. Information about the proposed R-8 zoning and what is allowed was presented. It was explained that the anticipated development would be a mixture of single family detached and two to four attached dwelling units (105 to 154 dwelling units on 19.25 acres). Ms. States explained that another neighborhood meeting will be held when a plan is developed.

No concerns were identified at this stage. Jace Hochwalt wrapped up by explaining the process and that cards would be sent out notifying when the project was scheduled for public hearings.

The meeting adjourned at approximately 6 PM.

Location Map



City of Grand Junction



Printed: 12/27/2021
1 inch equals 94 feet
Scale: 1:1,128





20 RD

20 RD

374

370

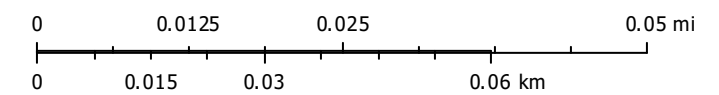
RSF-R

384

380

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.

Current County Zoning



Current City GJ Zoning



City of Grand Junction



Printed: 1/7/2022
1 inch equals 94 feet
Scale: 1:1,128



Urban Development Boundary



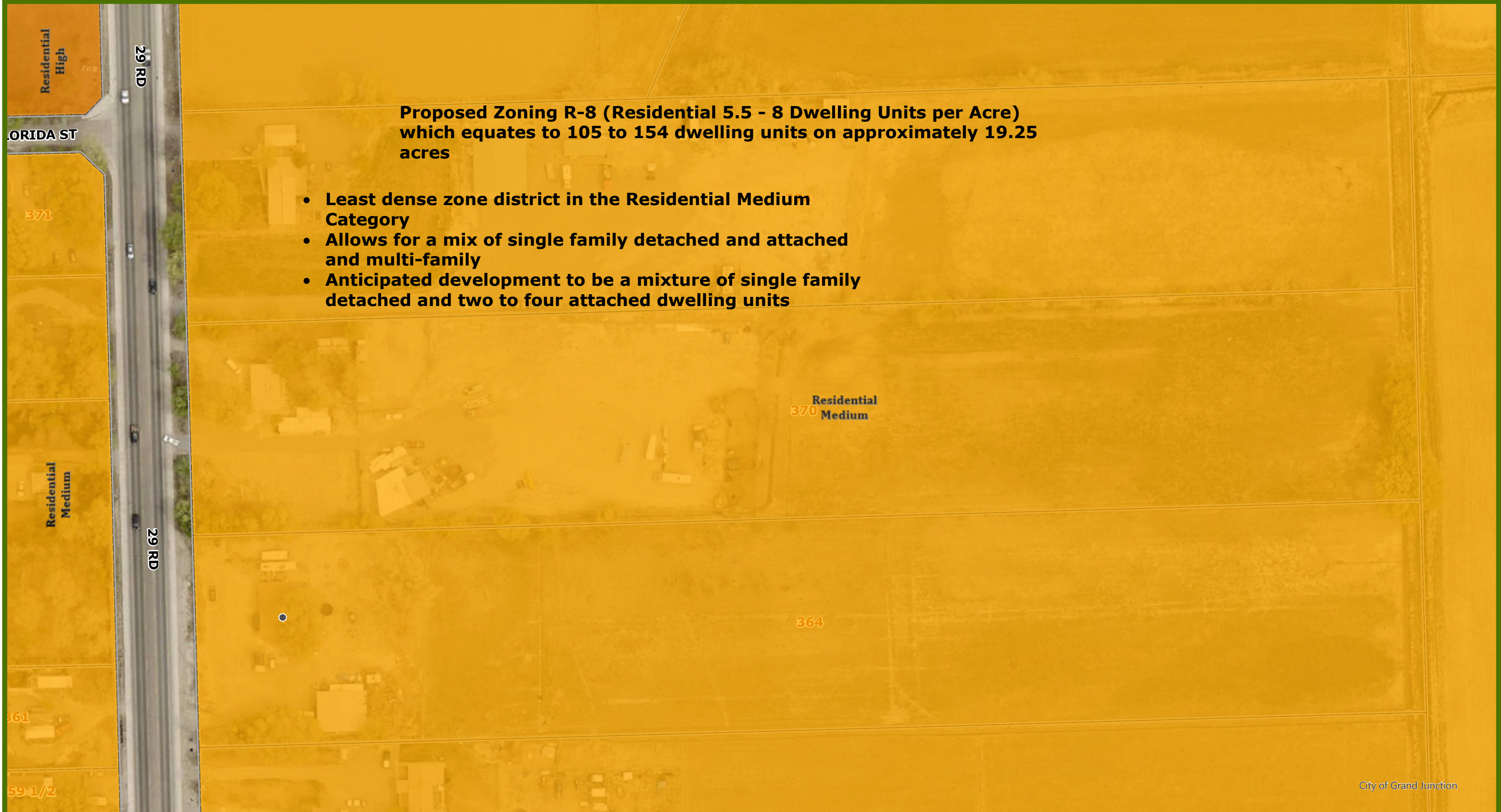
City of Grand Junction



Printed: 1/7/2022
1 inch equals 94 feet
Scale: 1:1,128



2020 Comprehensive Plan



City of Grand Junction



Printed: 1/7/2022
1 inch equals 94 feet
Scale: 1:1,128



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

UPPER LIMIT INVESTMENTS LLC

is a

Limited Liability Company

formed or registered on 08/28/1996 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19961113223 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/12/2022 that have been posted, and by documents delivered to this office electronically through 01/13/2022 @ 15:46:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/13/2022 @ 15:46:15 in accordance with applicable law. This certificate is assigned Confirmation Number 13717362 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

SITE SKETCH

Southwest Quarter of the Northwest Quarter of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado

PROPERTY DESCRIPTIONS

RECEPTION NUMBER 2529102

THE NORTH 220 FEET OF THE SW¼NW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, EXCEPT THE WEST 30 FEET THEREOF FOR RIGHT OF WAY; ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY BY INSTRUMENT RECORDED SEPTEMBER 14, 2005 IN BOOK 3942 AT PAGE 172, COUNTY OF MESA, STATE OF COLORADO.

RECEPTION NUMBER 2854491

BEGINNING AT A POINT 220 FEET SOUTH 0°07' WEST FROM THE NORTHWEST CORNER OF THE SW¼NW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, THENCE NORTH 89°56' EAST 1318.08 FEET, THENCE SOUTH 0°05' WEST 220 FEET, THENCE SOUTH 89°56' WEST 1318.21 FEET, THENCE NORTH 0°07' EAST 220 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 30 FEET THEREOF FOR ROAD RIGHT OF WAY, AND EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, STATE OF COLORADO IN INSTRUMENT RECORDED AUGUST 1, 2005 IN BOOK 3955 AT PAGE 820, COUNTY OF MESA, STATE OF COLORADO.

RECEPTION NUMBER 2537109

BEGINNING AT A POINT 440 FEET SOUTH 0°07' WEST FROM THE NORTHWEST CORNER OF THE SW¼ NW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, THENCE NORTH 89°56' EAST 1318.21 FEET; THENCE SOUTH 0°05' WEST 220 FEET; THENCE SOUTH 89°56' WEST 1318.34 FEET; THENCE NORTH 0°07' EAST 220 FEET TO THE POINT OF BEGINNING; EXCEPT THE WEST 30 FEET FOR ROAD RIGHT-OF-WAY, AND ALSO EXCEPT A TRACT OR PARCEL OF LAND CONVEYED TO MESA COUNTY, A DIVISION OF THE STATE OF COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 2005 IN BOOK 4012 AT PAGE 787 COUNTY OF MESA, STATE OF COLORADO.

20 acres, more or less.

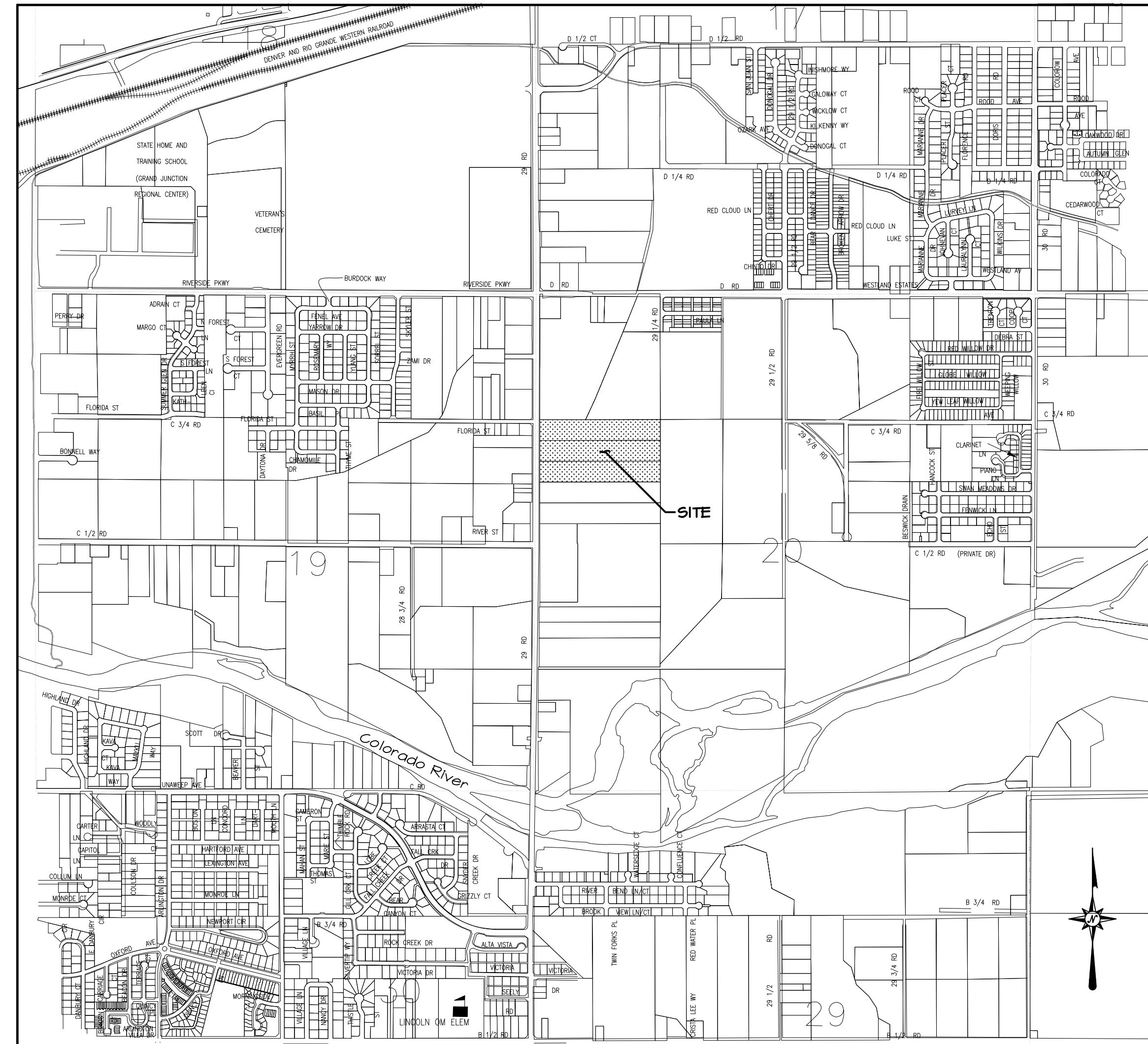
1. There exists a blanket easement for The Mountain States Telephone and Telegraph Co., at Reception number 306083 and 306081 over the entirety of the property described hereon.
2. There exists an easement at Reception Number 1023614 for "1300 feet of 18 inch concrete tile", "running diagonally across the property", granted to Grand Junction Drainage District over the entirety of the property described hereon.
3. Easements put forth in document at Reception Number 1890725 were described as "Temporary Easements". this easement appears to affect only parcel recorded at Reception Number 2529102.
4. Instrument at Reception Number 2285218 notes this as a "prescriptive easement" for "irrigation facilities". no width is given.
5. The deeds reviewed by this survey describing the parcels platted hereon all contain language excepting the west 30' for road right-of-way. This exception does not necessarily remove the 30' from the ownership of the property. Additional Right-of-Way was subsequently Deeded to Mesa County immediately east of and contiguous with said 30' exception.

Subsurface and environmental conditions were not examined or considered as a part of this process. No statement is made concerning the existence of underground vessels that may affect the use or development of this land.

No excavations were made during this process to determine exact locations and depths of underground utilities and structures. Existence and locations of all underground utilities and structures should be verified prior to construction on this property.

Site shown hereon is located entirely within Flood Zone X according to Flood Insurance Rate Map panel number 0807TC0817F, Effective date July 6, 2010.

ACCEPTANCE BLOCK	
City Planner	Date
City Development Engineer	Date



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

MGLCS ZONE "GVA"
 TRANSVERSE MERCATOR PROJECTION
 POINT OF ORIGIN (SNO) AND CENTRAL MERIDIAN:
 LATITUDE: 39°06'22.12146N
 LONGITUDE: 108°32'01.43552W
 NORTHING: 50,000FT
 EASTING: 100,000FT
 SCALE FACTOR: 1.000218181748
 PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

A:	ARC LENGTH OF CURVE
BOB:	BASIS OF BEARING CENTER
C:	CENTER
CCR:	COVENANT CONDITIONS & RESTRICTIONS
E:	EAST
N:	NORTH
NO:	NUMBER
PLS:	PROFESSIONAL LAND SURVEYOR
MCSM:	MESA COUNTY SURVEY MARKER
MPE:	MULTI-PURPOSE EASEMENT
PLS:	PROFESSIONAL LAND SURVEYOR
CH:	CHORD LENGTH
BRG:	CHORD BEARING
HDS:	HIGH DESERT SURVEYING
L:	ARC LENGTH
RAD:	RADIUS
Δ:	CENTRAL ANGLE DELTA
T:	TOWNSHIP
R:	RANGE IN DEFINING LOCATION IN PLSS:
PLSS:	PUBLIC LAND SURVEY SYSTEM
REC:	REC NO
ROW:	RIGHT OF WAY
S:	SOUTH
T:	TOWNSHIP
UM:	UTE MERIDIAN
W:	WEST
Ø	DIAMETER

LEGEND

	1.5" ALUMINUM CAP, L5 17485 - LANDESIGN
	2" ALUMINUM CAP, PL5 24453 - HIGH DESERT SURVEYING
	ALIQUOT MONUMENT AS NOTED
	FOUND #5 REBAR
	SET 1.5" ALUMINUM CAP ON # 5 REBAR PL5 38274 RIVER CITY CONSULTANTS
	ELECTRIC BOX
	SEWER CLEANOUT
	AREA INLET
	FIRE HYDRANT
	WATER VALVE
	STORM MANHOLE
	SANITARY MANHOLE
	IRRIGATION VAULT
	GAS METER
	WATER METER
	ELECTRIC METER
	EASEMENT LINE
	PARCEL LINE
	ROW LINE
	ALIQUOT LINE
	EDGE OF ASPHALT
	EDGE OF GRAVEL
	EDGE OF CONCRETE
	FLOW LINE
	OVERHEAD ELECTRIC LINE
	WOOD FENCE
	CHAIN LINK/IRON FENCE
	FENCE
	LIGHT POLE
	POWER POLE
	GUY ANCHOR
	SIGN
	MAIL BOX
	WATER SPIGOT
	CONCRETE

SITE SKETCH
 Southwest Quarter of the Northwest Quarter
 of Section 20,
 Township 1 South, Range 1 East, Ute
 Meridian, Mesa County, Colorado

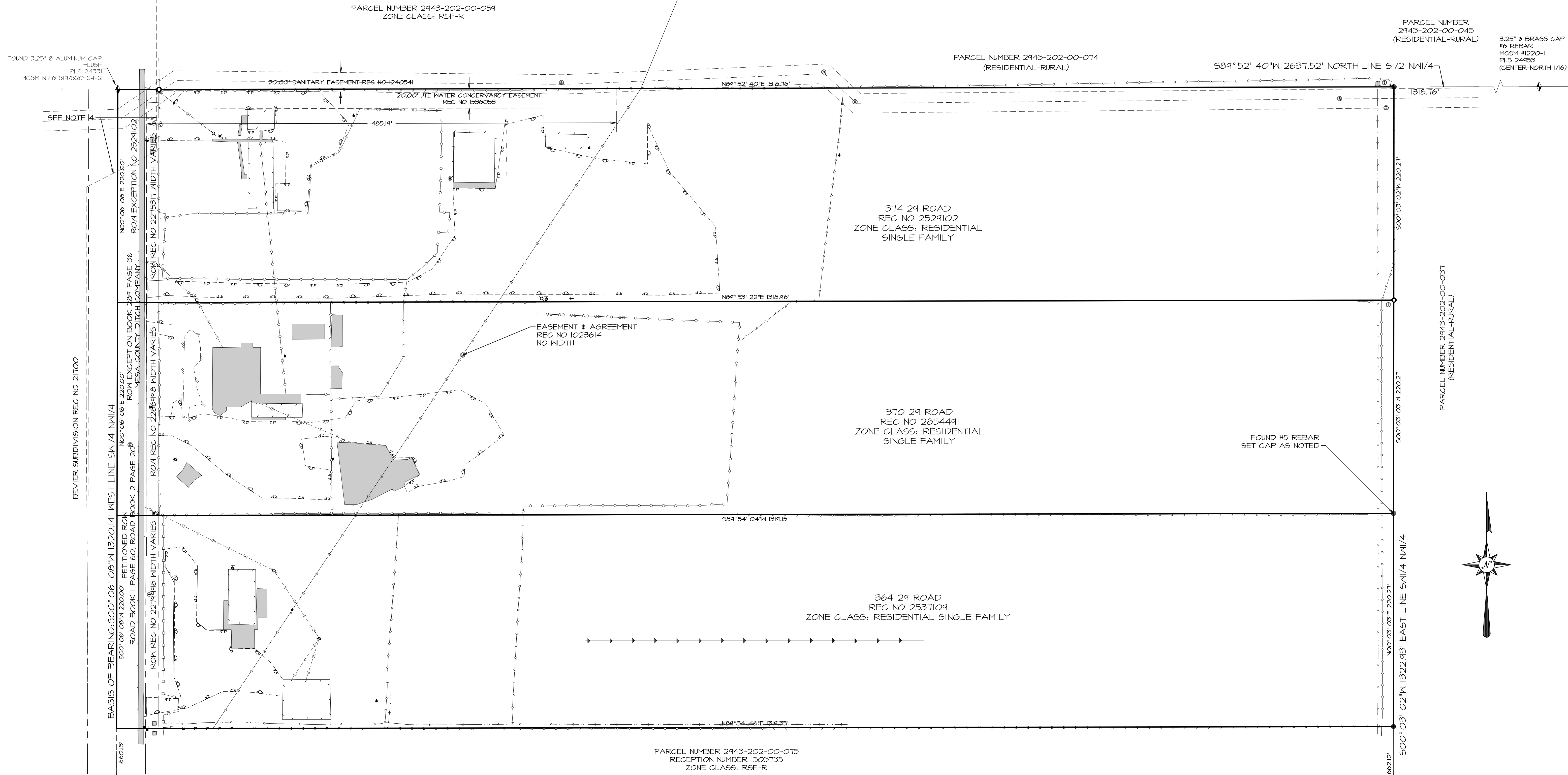
RIVER CITY CONSULTANTS
 215 Pitkin Avenue, Unit 201 Grand Junction, CO 81501 Phone: 970.241.4722 Fax: 970.241.8841

Sheet 1 of 2 Date: 10/08/2021 Job No. 2025-001
 Surveyed: TPJ Drawn: AKT Checked: BDM

Drawing name: S:\PROJECTS\2025 IF LAND ILL001 970 24 RoadSurvey\DWG\2025-001 site sketch.dwg

SITE SKETCH

Southwest Quarter of the Northwest Quarter of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado



FOUND 3.25" Ø ALUMINUM CAP
FLUSH
PLS 24331
MCSM N1/6 S14/520 24-2

SEE NOTE 14

100' 06' 08" E 220' 00"
ROAD EXCEPTION NO 2521102
MESA COUNTY DITCH COMPANY

100' 06' 08" E 220' 00"
ROAD EXCEPTION NO 2521102
MESA COUNTY DITCH COMPANY

100' 06' 08" E 220' 00"
ROAD EXCEPTION NO 2521102
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ROAD EXCEPTION NO 2521102
MESA COUNTY DITCH COMPANY

100' 06' 08" E 220' 00"
ROAD EXCEPTION NO 2521102
MESA COUNTY DITCH COMPANY

PARCEL NUMBER 2443-202-00-054
ZONE CLASS: RSF-R

PARCEL NUMBER 2443-202-00-074
(RESIDENTIAL-RURAL)

PARCEL NUMBER 2443-202-00-045
(RESIDENTIAL-RURAL)
3.25" Ø BRASS CAP
#6 REBAR
MCSM #1220-1
PLS 24453
(CENTER-NORTH 1/16)

374 29 ROAD
REC NO 2521102
ZONE CLASS: RESIDENTIAL
SINGLE FAMILY

370 29 ROAD
REC NO 2854491
ZONE CLASS: RESIDENTIAL
SINGLE FAMILY

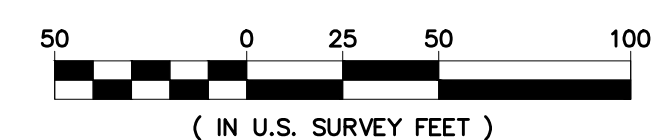
364 29 ROAD
REC NO 2537109
ZONE CLASS: RESIDENTIAL SINGLE FAMILY

EASEMENT & AGREEMENT
REC NO 1023614
NO WIDTH

FOUND #5 REBAR
SET CAP AS NOTED

PARCEL NUMBER 2443-202-00-075
RECEPTION NUMBER 1503135
ZONE CLASS: RSF-R

SCALE



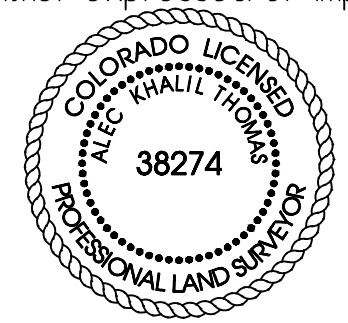
BASIS OF BEARINGS

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 west line of the S1/4 N1/4 of Section 20, T.1S., R.1E., Ute Meridian, the north 1/16 corner of said Section 20 and Section 19, being a 3.25" aluminum cap flush with the asphalt marked "PLS 24331 - MCSM" whence the West 1/4 Corner of said Section 20, being a 3.25" aluminum cap flush with the asphalt marked "PLS 24331 MCSM", bears South 00°06'08" West, as shown hereon.

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 _____



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

SITE SKETCH
Southwest Quarter of the Northwest Quarter
of Section 20,
Township 1 South, Range 1 East, Ute
Meridian, Mesa County, Colorado

Sheet 2 of 2	Date: 10/08/2021	Job No. 2025-001
Surveyed: TPJ	Drawn: AKT	Checked: BDM
Drawing name: S:\PROJECTS\2025 IF LAND ILL\001 970 24 RoadSurvey\DWG\2025-001 site sketch.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.

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: January 11, 2022

Project Name: 29 Road Annexation & Zoning

Project Street Address: 364, 370 and 374 29 Road, Grand Junction

Assessor's Tax Parcel Number: 2943-202-00-054, 050 & 051

Project Owner Name: Upper Limits Investments, LLC; Gallegos & Bale

City or County project file #: _____

Name of Water Purveyor: Ute Water

Applicant Name/Phone Number: Doug Towler 480-215-0949

Applicant E-mail: dtowler@visionpartnersllc.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 2,045 square feet.
 - b. All dwelling units will , will not include an approved automatic sprinkler system.
Comments: This will be a mixture of single-family detached, duplex and four plex attached single-family on 19.25
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:

 - b. List each building that will be provided with an approved fire sprinkler system:

3. List the minimum fire flow required for this project (based on Appendix B and C in the International Fire Code [IFC]):
1,000 g.p.m at 20 p.s.i

Comments: _____

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: 1/11/22

Contact phone/E-mail of Water Supplier: 970-242-7491 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: 1/11/22 1:30 pm

NFWA Classification:	
Blue	AA
3475.48	

Work Order: 1,189
Operator: DUSTY K, TONY N.

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

Test Hydrant: 3174
Address: 370 THYME ST
Cross Street: _____
Location: _____
District: _____
Sub-Division: WHITE WILLOWS SUB

Latitude: 714375.203
Longitude: 4326223.98
Elevation: 4595.78
State X / Y: _____ / _____

Pumpers:

Nozzles:

Open Dir:

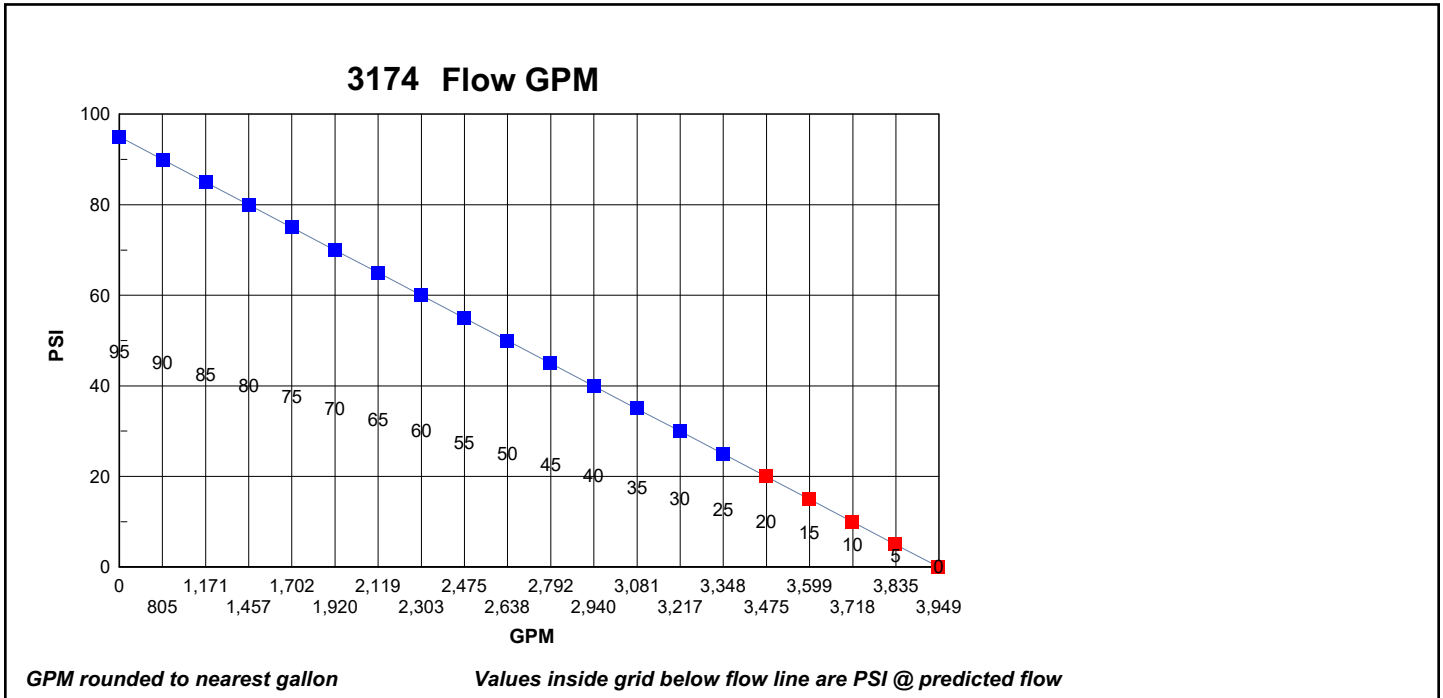
Manuf: Mueller
Model: Centurion 5 1/4

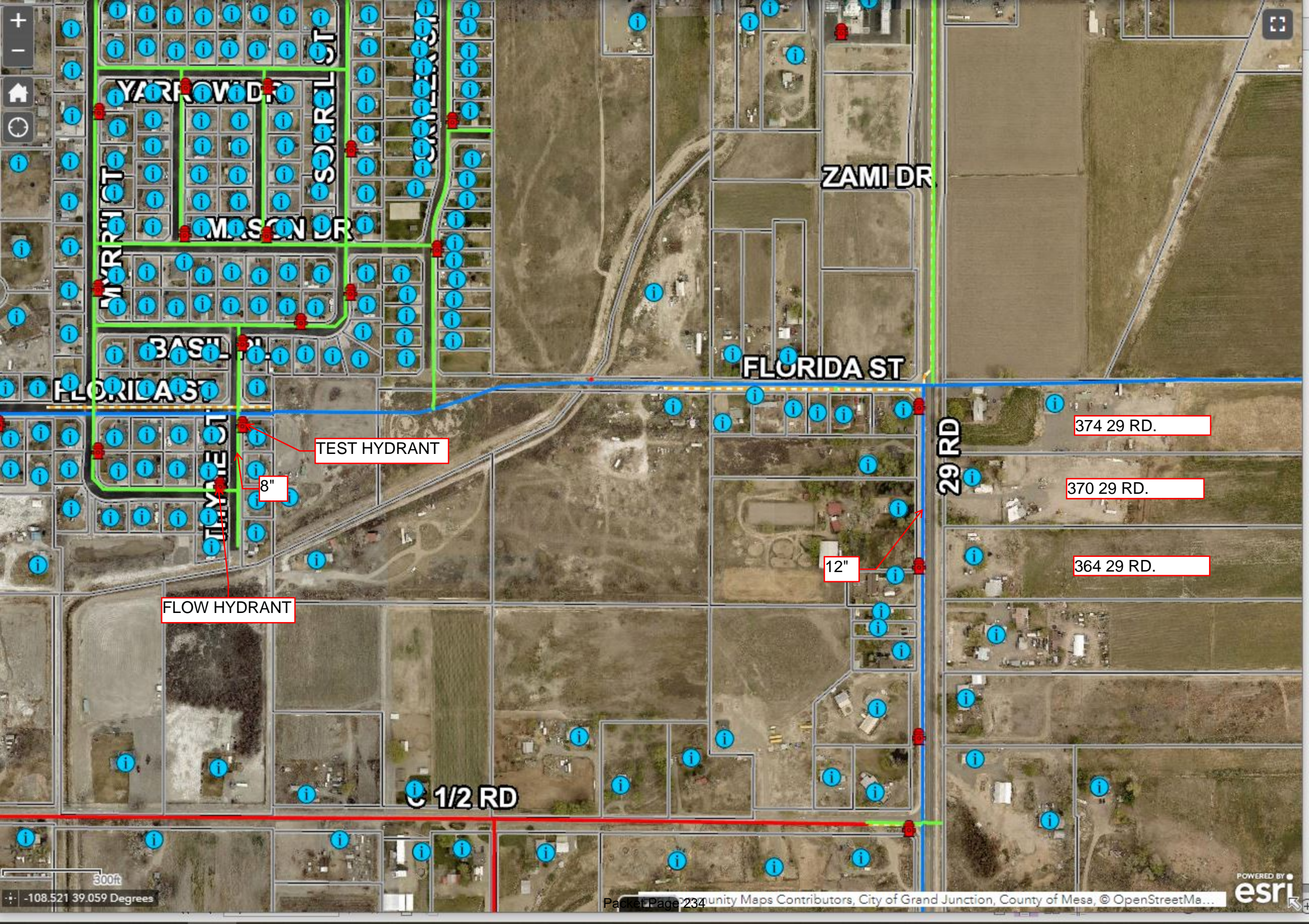
Installed: 01/01/2005
Main Size: 0.00

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:	3175	2.5" Hose Monster	2.50	1106.04	5530.22
2:					
3:					
4:					
5:					

Pitot / Nozzle PSI: 43.00	Total Gallons Used: 5530.22
Static PSI: 95.00	Max GPM during test: 1,106.04
Residual PSI: 86.00	Elapsed Time Min:Sec: 5 : 0
Percent Drop: 9.47	Predicted GPM @ 20 PSI: 3475.48





YARROW DR

SORRELL ST

MASON DR

MYRRI ST

SMITH ST

BASIL ST

FLORIDA ST

ZAMI DR

FLORIDA ST

29 RD

1/2 RD

TEST HYDRANT

FLOW HYDRANT

8"

12"

374 29 RD.

370 29 RD.

364 29 RD.

300ft

-108.521 39.059 Degrees

From: [Dave Priske](#)
To: [Tracy States](#)
Cc: [Hydrant Crew](#)
Subject: RE: Fire Flow Form 364, 370 & 374 29 Road
Date: Wednesday, January 12, 2022 8:23:50 AM
Attachments: [image002.png](#)
[image003.png](#)

Thanks Dusty. Tracy: we have assumed the development may extend a waterline from our existing 12-inch ac which is why the fire flow was performed on Thyme to the west.

Let me know if you have any other insight.

Thanks, Dave



David J Priske, PE | **District Engineer**
Ute Water Conservancy District
2190 H ¼ Road, Grand Junction, CO 81505
Direct: (970) 256-2876
Mobile: (970) 260-1408

From: Hydrant Crew <hydrant@utewater.org>
Sent: Tuesday, January 11, 2022 4:22 PM
To: Tracy States <tstates@rccwest.com>
Cc: Dave Priske <dpriske@utewater.org>
Subject: Fire Flow Form 364, 370 & 374 29 Road

Good afternoon Tracy,

Attached is the completed fire flow form for 29 Rd. If you have any questions please feel free to contact us.

Thank You,



Dusty Kriegshauser | Hydrant Maintenance
Ute Water Conservancy District
2190 H ¼ Road, Grand Junction, CO 81505
P: (970) 256-2882
M: (970) 778-1158

From: Tracy States <tstates@rccwest.com>
Sent: Tuesday, January 11, 2022 3:49 PM
To: Hydrant Crew <hydrant@utewater.org>
Subject: EXTERNAL Fire Flow Form 364, 370 & 374 29 Road



[CAUTION!] This email originated from outside your organization. DO NOT click on links or open attachments that you specifically did not request or that came from unknown senders.

Hi Dusty,

Can you please return the attached fire flow form to me at your earliest convenience? Thank you!

Tracy States
Project Coordinator

River City Consultants, Inc.
215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
O 970-241-4722
F 970-241-8841
tstates@rccwest.com

IMPROVEMENT SURVEY PLAT

Southwest Quarter of the Northwest Quarter of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado

PROPERTY DESCRIPTIONS

RECEPTION NUMBER 2529102

THE NORTH 220 FEET OF THE SW¼NW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, EXCEPT THE WEST 30 FEET THEREOF FOR RIGHT OF WAY, ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY BY INSTRUMENT RECORDED SEPTEMBER 14, 2005 IN BOOK 3942 AT PAGE 172, COUNTY OF MESA, STATE OF COLORADO.

RECEPTION NUMBER 2854491

BEGINNING AT A POINT 220 FEET SOUTH 0°07' WEST FROM THE NORTHWEST CORNER OF THE SW¼NW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, THENCE NORTH 89°56' EAST 1318.08 FEET, THENCE SOUTH 0°05' WEST 220 FEET, THENCE SOUTH 89°56' WEST 1318.21 FEET, THENCE NORTH 0°07' EAST 220 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 30 FEET THEREOF FOR ROAD RIGHT OF WAY, AND EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, STATE OF COLORADO IN INSTRUMENT RECORDED AUGUST 1, 2005 IN BOOK 3955 AT PAGE 820, COUNTY OF MESA, STATE OF COLORADO.

RECEPTION NUMBER 2537109

BEGINNING AT A POINT 440 FEET SOUTH 0°07' WEST FROM THE NORTHWEST CORNER OF THE SW¼ NW¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, THENCE NORTH 89°56' EAST 1318.21 FEET; THENCE SOUTH 0°05' WEST 220 FEET; THENCE SOUTH 89°56' WEST 1318.34 FEET; THENCE NORTH 0°07' EAST 220 FEET TO THE POINT OF BEGINNING; EXCEPT THE WEST 30 FEET FOR ROAD RIGHT-OF-WAY, AND ALSO EXCEPT A TRACT OR PARCEL OF LAND CONVEYED TO MESA COUNTY, A DIVISION OF THE STATE OF COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 2005 IN BOOK 4012 AT PAGE 187 COUNTY OF MESA, STATE OF COLORADO.

SAID PROPERTIES CONTAIN 20.0 ACRES MORE OR LESS.

- There exists a blanket easement for The Mountain States Telephone and Telegraph Co., at Reception number 306083 and 306081 over the entirety of the property described hereon.
- There exists an easement at Reception Number 1023614 for "1300 feet of 18 inch concrete tile", "running diagonally across the property", granted to Grand Junction Drainage District over the entirety of the property described hereon.
- Easements put forth in document at Reception Number 1890725 were described as "Temporary Easements", this easement appears to affect only parcel recorded at Reception Number 2529102.
- Instrument at Reception Number 2285218 notes this as a "prescriptive easement" for "irrigation facilities", no width is given.
- The deeds reviewed by this survey describing the parcels platted hereon all contain language excepting the west 30' for road right-of-way. This exception does not necessarily remove the 30' from the ownership of the property. Additional Right-of-Way was subsequently Deeded to Mesa County immediately east of and contiguous with said 30' exception.

This plat is a graphical representation of the professional opinion of the undersigned surveyor of the location of the property as described in the title documents referenced. The bearings of the boundary lines on the drawing represent the title description rotated to grid north of the Mesa County Local Coordinate System (MCLS) noted above. The geometric integrity of the lines has been preserved except where they yield to record monuments and/or senior or controlling lines.

Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground vessels that may affect the use or development of this land.

No excavations were made during this survey to determine exact locations and depths of underground utilities and structures. Existence and locations of all underground utilities and structures should be verified prior to construction on this property.

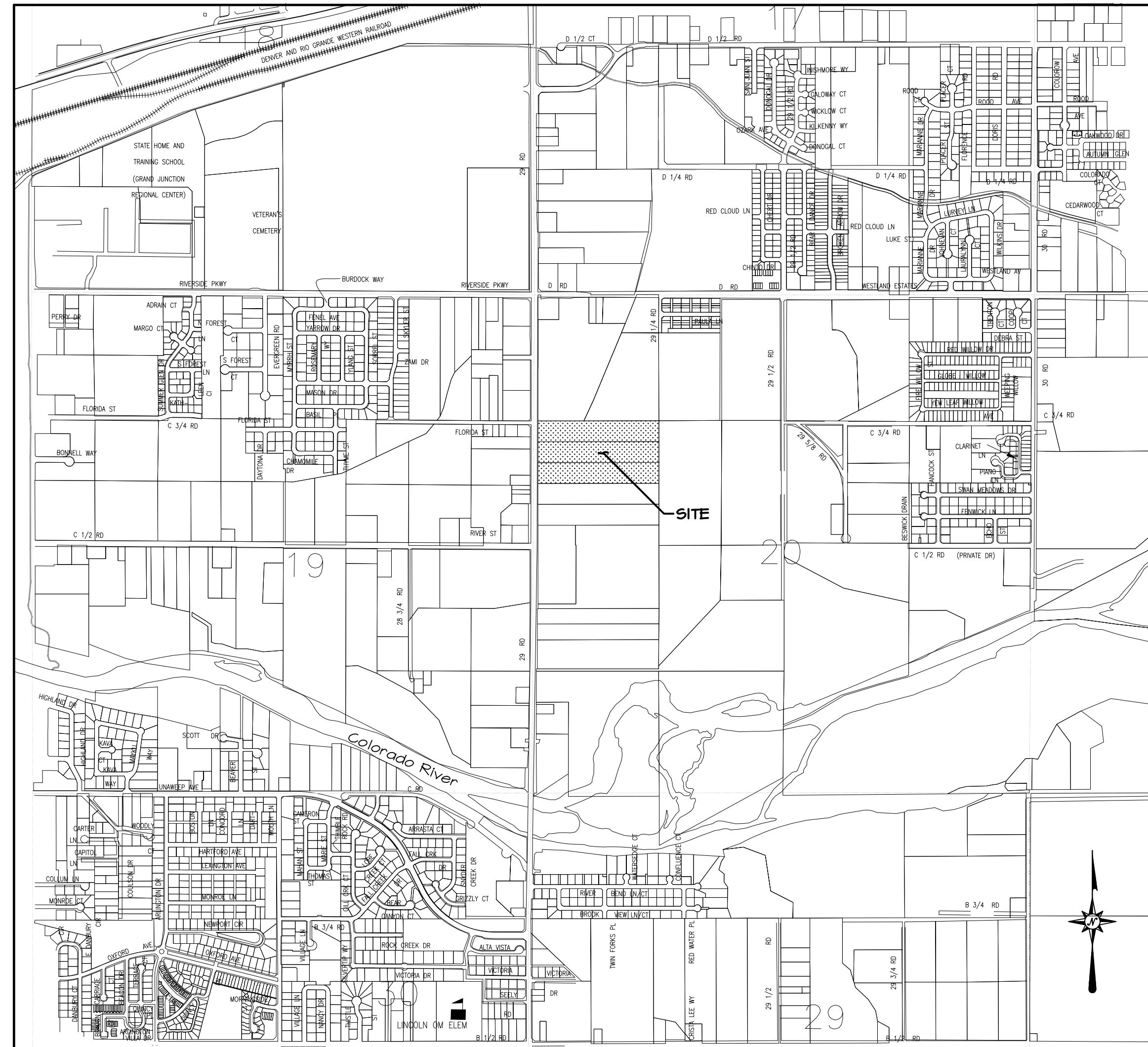
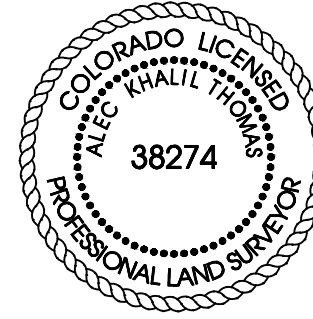
This survey was conducted with the benefit of multiple title commitments prepared by Land Title Guarantee Company; Order Number: 6JR65048602-2 dated 07/30/2021, 6JR65048661 dated 08/03/2021 and 6JIF65044286 dated 09/15/2021. Evidence of title, easements of record, rights of way, adjoiners, and encumbrances 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.

Adjoiner information was acquired from the Mesa County GIS website on September 29, 2021.

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



SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

- A: ARC LENGTH OF CURVE
- BOB: BASIS OF BEARING
- C: CENTER
- CCR: COVENANT CONDITIONS & RESTRICTIONS
- E: EAST
- N: NORTH
- NO: NUMBER
- PLS: PROFESSIONAL LAND SURVEYOR
- MCSM: MESA COUNTY SURVEY MARKER
- MPE: MULTI-PURPOSE EASEMENT
- PLS: PROFESSIONAL LAND SURVEYOR
- CH: CHORD LENGTH
- BRG: CHORD BEARING
- HDS: HIGH DESERT SURVEYING
- L: ARC LENGTH
- RAD: RADIUS
- Δ: CENTRAL ANGLE DELTA
- T: TOWNSHIP
- R: RANGE IN DEFINING LOCATION IN PUBLIC LAND SURVEY SYSTEM
- PLSS: PUBLIC LAND SURVEY SYSTEM
- REC: REC NO
- ROW: RIGHT OF WAY
- S: SOUTH
- T: TOWNSHIP
- UM: UTE MERIDIAN
- W: WEST
- Ø: DIAMETER

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

MCLS ZONE "GVA"
TRANSVERSE MERCATOR PROJECTION
POINT OF ORIGIN (SNO) AND CENTRAL MERIDIAN:
LATITUDE: 39°06'22.12146N
LONGITUDE: 108°32'01.43552W
NORTHING: 50,000FT
EASTING: 100,000FT
SCALE FACTOR: 1.000218181748
PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

LAND SURVEY DEPOSITS

Mesa County Surveyor's Office

Date _____

Deposit Number _____

LEGEND

- 1.5" ALUMINUM CAP, L5 17485 - LANDESIGN
- 2" ALUMINUM CAP, PLS 24453 - HIGH DESERT SURVEYING
- ALIQUOT MONUMENT AS NOTED
- FOUND #5 REBAR
- SET 1.5" ALUMINUM CAP ON # 5 REBAR PLS 38274 RIVER CITY CONSULTANTS
- ELECTRIC BOX
- SEWER CLEANOUT
- AREA INLET
- FIRE HYDRANT
- WATER VALVE
- STORM MANHOLE
- SANITARY MANHOLE
- IRRIGATION VAULT
- GAS METER
- WATER METER
- ELECTRIC METER
- EASEMENT LINE
- PARCEL LINE
- ROW LINE
- ALIQUOT LINE
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- EDGE OF CONCRETE
- FLOW LINE
- OVERHEAD ELECTRIC LINE
- WOOD FENCE
- CHAIN LINK/IRON FENCE
- FENCE
- LIGHT POLE
- POWER POLE
- GUY ANCHOR
- SIGN
- MAIL BOX
- WATER SPIGOT
- CONCRETE

IMPROVEMENT SURVEY PLAT
Southwest Quarter of the Northwest Quarter
of Section 20,
Township 1 South, Range 1 East, Ute
Meridian, Mesa County, Colorado

Sheet 1 of 2 Date: 10/08/2021 Job No. 2025-001

Surveyed: TPJ Drawn: AKT Checked: BDM

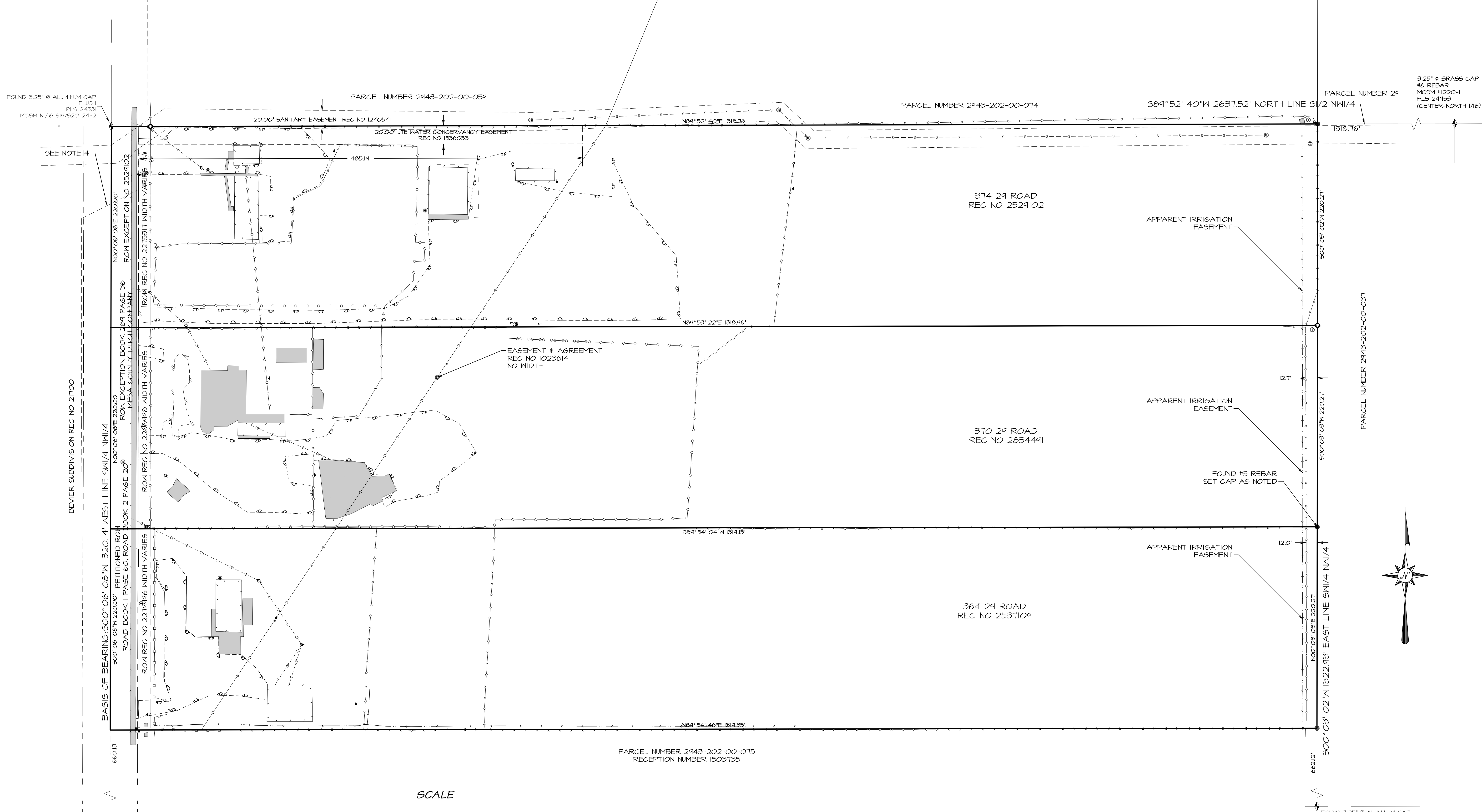
Drawing name: S:\PROJECTS\2025 IF LAND ILL\001 970 24 RoadSurvey\DWG\2025-001 15P.dwg



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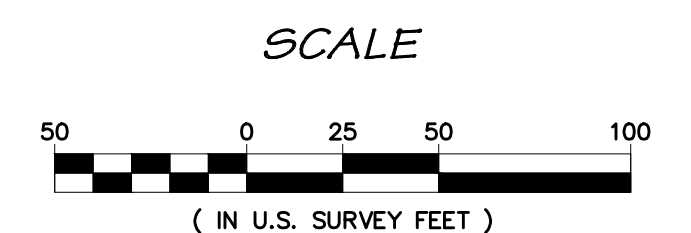
IMPROVEMENT SURVEY PLAT

Southwest Quarter of the Northwest Quarter of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado



FOUND 3.25" Ø ALUMINUM CAP
FLUSH
PLS 24331
MCSM N1/6 S14/520 23-2 2006

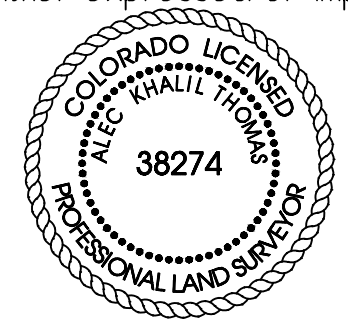
FOUND 3.25" Ø ALUMINUM CAP
FLUSH
PLS 24453
HDS C1/16 S20 2009 T15 R1X



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 west line of the S1/4 N1/4 of Section 20, T.1S., R.1E., Ute Meridian, the north 1/16 corner of said Section 20 and Section 19, being a 3.25" aluminum cap flush with the asphalt marked "PLS 24331 - MCSM" whence the West 1/4 Corner of said Section 20, being a 3.25" aluminum cap flush with the asphalt marked "PLS 24331 MCSM", bears South 00°06'08" West, as shown hereon.

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Alec K Thomas,
Colorado PLS 38274



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

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

IMPROVEMENT SURVEY PLAT
Southwest Quarter of the Northwest Quarter
of Section 20,
Township 1 South, Range 1 East, Ute
Meridian, Mesa County, Colorado

Sheet 2 of 2	Date: 10/08/2021	Job No. 2025-001
Surveyed: TPJ	Drawn: AKT	Checked: BDM
Drawing name: S:\PROJECTS\2025 IF LAND ILL\001 970 24 Road\RiverCity\2025-001 IMP.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) Upper Limit Investments, LLC ("Entity") is the owner of the following property:

(b) 364 29 Road, Grand Junction, CO

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

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

My legal authority to bind the Entity both financially and concerning this property is unlimited.

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

[Empty box for limited authority details]

The Entity is the sole owner of the property.

The Entity owns the property with other(s). The other owners of the property are:

[Empty box for other owners]

On behalf of Entity, I have reviewed the application for the (d) Annexation/Zone of Annexation

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

(e) None

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

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

Signature of Entity representative: [Signature]

Printed name of person signing: Lew E. Wunderwald, Manager

State of Colorado)

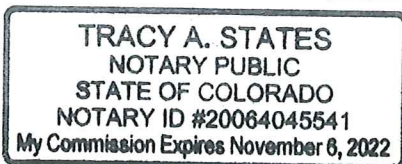
County of Mesa) ss.

Subscribed and sworn to before me on this 13th day of January, 20 22

by Lew E. Wunderwald

Witness my hand and seal.

My Notary Commission expires on 11/06/2022



Tracy A. States

Notary Public Signature

STATEMENT OF AUTHORITY

Book 3546 PAGE 593

1. This Statement of Authority relates to an entity named **UPPER LIMIT INVESTMENTS, LLC**

and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172 C.R.S.

2. The type of entity is Trust.

3. The mailing address for the entity is: **P.O. BOX 952, GRAND JUNCTION, CO 81502**

4. The entity is formed under the laws of **COLORADO**

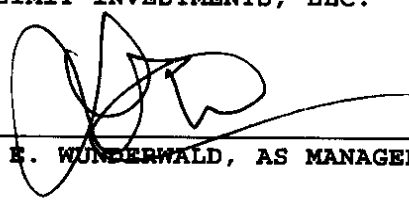
5. The name of the person(s) authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is:

LEW E. WUNDERWALD, AS MANAGER

6. The authority of the foregoing person(s) to bind the entity is not limited OR _____ limited as follows:

7. Other matters concerning the manner in which the entity deals with interests in real property:

UPPER LIMIT INVESTMENTS, LLC.

By: 
LEW E. WUNDERWALD, AS MANAGER

Trustee

By: _____
Trustee

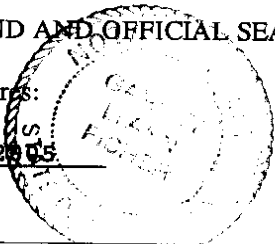
State of **COLORADO**)
County of **MESA**) ss.

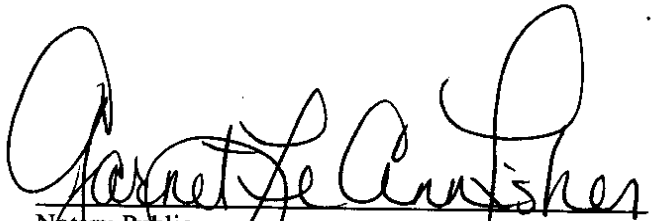
The foregoing instrument was acknowledged before me this **5th** day of **December**, 2003,
by **LEW E. WUNDERWALD, AS MANAGER OF UPPER LIMIT INVESTMENTS, LLC.**
as Trustee(s) of **UPPER LIMIT INVESTMENTS, LLC.**

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

November 13, 2005




Notary Public

1886

03007091

stewart title

2 PAGE DOCUMENT

PUBLIC TRUSTEE'S CONFIRMATION DEED
(C.R.S. 38-38-502)
Public Trustee's Foreclosure #2009-0396

This Deed is made 3/1/2010, between the Public Trustee, of Mesa County, State of Colorado, and **LEW E. WUNDERWALD AND NORMA K. WUNDERWALD**, Grantee, the holder of the Certificate of Purchase, whose legal address is 1204 N 7TH STREET, GRAND JUNCTION, CO 81501.

WHEREAS, **KESLER GROUP LLC**, did by Deed of Trust dated 8/11/2008, and recorded in the office of the Clerk and Recorder of the County of Mesa, Colorado, on 8/15/2008, at Reception No. 2453461, Book 4714, Page 63, convey to the Public Trustee, in Trust, the property hereinafter described to secure the payment of the indebtedness provided in said Deed of Trust, and **WHEREAS**, a violation was made in certain of the terms and covenants of said Deed of Trust as shown by the Notice of Election and Demand for Sale filed with the Public Trustee; the said property was advertised for public sale at the place and in the manner provided by law and by said Deed of Trust; Combined Notice of Sale and Right to Cure and Redeem was given as required by law; said property was sold according to said Combined Notice; and a Certificate of Purchase thereof was made and recorded in the office of the Mesa County Clerk and Recorder, and

WHEREAS, all periods of redemption have expired.

NOW, THEREFORE, the Public Trustee, pursuant to the power and authority vested by law and by the said Deed of Trust, confirms the foreclosure sale and sells and conveys to Grantee the following described property located in the County of Mesa, State of Colorado, to-wit:

ATTACHED HERETO AS EXHIBIT 'A' AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

also known by street and number as:

**3810 G 2/10 ROAD, AND 364 29 RD GRAND JUNCTION, CO 81504
PALISADE, CO 81526**

TO HAVE AND TO HOLD the same, with all appurtenances, forever.

Executed 3/1/2010.

PAUL N. BROWN
Public Trustee, Mesa County
State of Colorado



By: *Sharon Ener*
Sharon Ener
Chief Deputy Public Trustee

Consideration: \$581,531.49

CMS

PT
10x1

Exhibit "A"

PARCEL A:
TRACT NO. 31 OF THE VINELANDS 1979 TRACT RESURVEY AS FILED ON THE
12TH DAY OF AUGUST, 1981,
ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 12
AT PAGE 409, OFFICIAL RECORDS OF
MESA COUNTY.

PARCEL B:
BEGINNING AT A POINT 440 FEET SOUTH 0°07' WEST FROM THE
NORTHWEST CORNER OF THE SW1/4 NW1/4 OF
SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE
MERIDIAN,
THENCE NORTH 89°56' EAST 1,318.21 FEET;
THENCE SOUTH 0°05' WEST 220 FEET;
THENCE SOUTH 89°56' WEST 1,318.34 FEET;
THENCE NORTH 0°07' EAST 220 FEET TO THE POINT OF BEGINNING;
EXCEPT THE WEST 30 FEET FOR ROAD RIGHT-OF-WAY,
AND ALSO EXCEPT A TRACT OR PARCEL OF LAND CONVEYED TO MESA
COUNTY, A DIVISION OF THE STATE OF
COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 2005 IN BOOK 4012
AT PAGE 787,
COUNTY OF MESA, STATE OF COLORADO.

Also Known As: 3810 G 2/10 Road, Palisade, CO 81526 and 364 29 Road, Grand
Junction, CO 81504, respectively.



Quit Claim Deed
(Pursuant to 38-30-116 C.R.S.)

THIS DEED, made on **June 23, 2010** by **LEW E. WUNDERWALD AND NORMA K. WUNDERWALD** Grantor(s), of the County of **MESA** and State of **COLORADO** for the consideration of ***** Ten Dollars and Other Good and Valuable Consideration ***** dollars in hand paid, hereby sells and quitclaims to **UPPER LIMIT INVESTMENTS, LLC** Grantee(s), whose street address is **PO BOX 952 GRAND JUNCTION, CO 81502** County of **MESA**, State of **COLORADO**, the following real property in the County of **MESA**, and State of **Colorado**, to wit:

SEE ATTACHED "EXHIBIT A"
also known by street and number as **364 29 ROAD GRAND JUNCTION CO 81504**

with all its appurtenances.

LEW E. WUNDERWALD

NORMA K. WUNDERWALD

State of **COLORADO**)
)ss
County of **MESA**)

The foregoing instrument was acknowledged before me this day of **June 23, 2010** by **LEW E. WUNDERWALD AND NORMA K. WUNDERWALD**

Notary Public
My commission expires _____



My Commission Expires 11/02/2013
County of Mesa

When recorded return to: **UPPER LIMIT INVESTMENTS LLC**
PO BOX 952 GRAND JUNCTION, CO 81502



EXHIBIT A

BEGINNING AT A POINT 440 FEET SOUTH 0 degrees07' WEST FROM THE NORTHWEST CORNER OF THE SW 1/4 NW 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN,
THENCE NORTH 89 degrees56' EAST 1,318.21 FEET;
THENCE SOUTH 0 degrees05' WEST 220 FEET;
THENCE SOUTH 89 degrees56' WEST 1,318.34 FEET;
THENCE NORTH 0 degrees07' EAST 220 FEET TO THE POINT OF BEGINNING;
EXCEPT THE WEST 30 FEET FOR ROAD RIGHT-OF-WAY,
AND ALSO EXCEPT A TRACT OR PARCEL OF LAND CONVEYED TO MESA COUNTY, A DIVISION OF THE STATE OF COLORADO,
BY INSTRUMENT RECORDED OCTOBER 11, 2005 IN BOOK 4012 AT PAGE 787
COUNTY OF MESA, STATE OF COLORADO.

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Don L. Balerio Sr., am the owner of the following real property:

(b) 370 29 Road, Grand Junction, CO 81504

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

I am the sole owner of the property.

I own the property with other(s). The other owners of the property are (c):

Pauline M. Gallegos

I have reviewed the application for the (d) Annexation/Zone of Annexation pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

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

Owner signature as it appears on deed: *Don L. Balerio*

Printed name of owner: Don L. Balerio

State of Colorado)

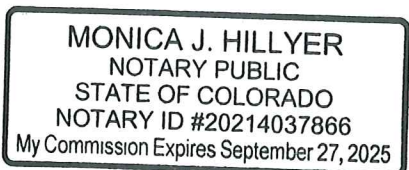
County of Mesa) ss.

Subscribed and sworn to before me on this 28th day of January, 20 22

by Monica Hillyer

Witness my hand and seal.

My Notary Commission expires on 9-27-2025



Monica Hillyer
Notary Public Signature

WARRANTY DEED

BK 3740 PG 85

Grantor(s):

DANA DEANN MCCULLOUGH who acquired title as LOYD DEAN MCCULLOUGH and
BRENDA JULENE MCCULLOUGH

whose address is , ,

*County of Mesa , and State of

Colorado , for the consideration of
TWO HUNDRED TWENTY THOUSAND AND NO/100-
..... dollars, in hand paid, hereby sell(s)

and convey(s) to:

FELIX FREDERICK GALLEGOS and DON L. BALERIO SR. as ~~Joint~~ Tenants in Common

whose address is /370/29 Road, Grand Junction, Colorado 81501 561 Casa Rio Ct, Grand Junction, CO 81503

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

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

TAX SCHEDULE NUMBER: 2943-202-00-050 &7008-052-11-407 &7008-018-00-015

Beginning at a point 220 feet South 0°07' West from the Northwest corner of the SW 1/4 NW 1/4 of Section 20, Township 1 South, Range 1 East of the Ute Meridian, thence North 89°56' East 1318.08 feet, thence South 0°05' West 220 feet, thence South 89°56' West 1318.21 feet, North 0°07' East 220 feet to the point of beginning, EXCEPT the West 30 feet thereof for road right of way, Mesa County, Colorado.

also known by the street and number as 370 29 Road, Grand Junction, Colorado 81501

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

current year real property taxes; and easements, reservations, restrictions, covenants and rights of way of record, if any; and distribution utility easements; and matters not shown by the Public Records but of which Grantee has actual knowledge; and inclusion of the Property within any special taxing district; and the benefits and burdens of any declaration and party wall agreements, if any.

Signed this 15 th day of September , 2004

Dana Deann McCulloch L who acquired title as Loyd Dean McCulloch

DANA DEANN MCCULLOUGH who acquired title as LOYD DEAN MCCULLOUGH

Brenda Julene McCulloch
BRENDA JULENE MCCULLOUGH

STATE OF COLORADO } ss.
County of MESA }

The foregoing instrument was acknowledged before me this 15 th day of September 2004 .

BY: DANA DEANN MCCULLOUGH who acquired title as LOYD DEAN MCCULLOUGH and BRENDA JULENE MCCULLOUGH

My Commission expires 12-5-05 ,

Witness my hand and official seal

JESSICA SMITH
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 12/05/2005
County of Mesa
Notary Public

*If in Denver, insert "City and"

7200

Meridian Land Title, LLC 71775

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Merle W. Weaver, am the owner of the following real property:

(b) 374 29 Road, Grand Junction, CO 81504

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

I am the sole owner of the property.

I own the property with other(s). The other owners of the property are (c):

Patty Weaver owed 1988

I have reviewed the application for the (d) Annexation/Zone of Annexation pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

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

Owner signature as it appears on deed: Merle W Weaver

Printed name of owner: Merle Weaver

State of North Dakota)

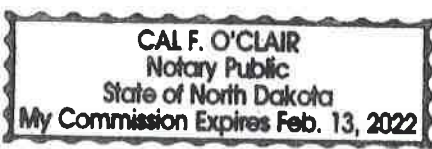
County of Mountrail) ss.

Subscribed and sworn to before me on this 11th day of Feb, 20 22

by Merle Wayne Weaver

Witness my hand and seal.

My Notary Commission expires on 02/13/2022



Cal F. O'Clair
Notary Public Signature

1/2 2 PAGE DOCUMENT



Warranty Deed
(Pursuant to 38-30-113 C.R.S.)

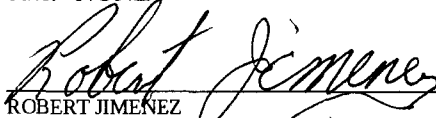
State Documentary Fee
Date: April 05, 2010
\$ 28.73

THIS DEED, made on **April 05, 2010** by **ROBERT JIMENEZ AND STARLIETH JIMENEZ** Grantor(s), of the County of **MESA** and State of **COLORADO** for the consideration of **(\$287,260.00) *** Two Hundred Eighty Seven Thousand Two Hundred Sixty and 00/100 ***** dollars in hand paid, hereby sells and conveys to **MERLE WEAVER** Grantee(s), whose street address is **296 LITTLE PARK ROAD GRAND JUNCTION, CO 81503**, County of **MESA**, and State of **COLORADO**, the following real property in the County of **Mesa**, and State of Colorado, to wit:

SEE ATTACHED "EXHIBIT A"

also known by street and number as: **374 29 ROAD AND 296 LITTLE PARK ROAD GRAND JUNCTION CO 81504**

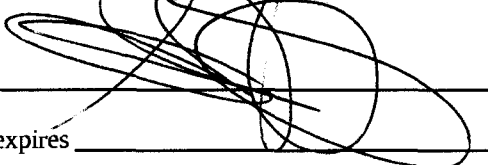
with all its appurtenances and warrants the title to the same, subject to *all taxes and assessments for the year 2010 and the matters stated in Section 13 (transfer of title) of the Contract to Buy and Sell Real Estate (a) those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8.1 (Title Review); (b) distribution utility easements (including cable TV); (c) those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8.2 (Matters not Shown by the Public Records) and Section 8.3 (Survey Review); (d) inclusion of the Property within any special tax district; and, (e) other NONE.*


ROBERT JIMENEZ


STARLIETH JIMENEZ

State of **COLORADO**)
) ss.
County of **MESA**)

The foregoing instrument was acknowledged before me on this day of **April 05, 2010**
by **ROBERT JIMENEZ AND STARLIETH JIMENEZ**


Notary Public
My commission expires _____

SUSAN J. OTTMAN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11/02/2013
County of Mesa

When Recorded Return to: **MERLE WEAVER**
296 LITTLE PARK ROAD GRAND JUNCTION, CO 81503



EXHIBIT A

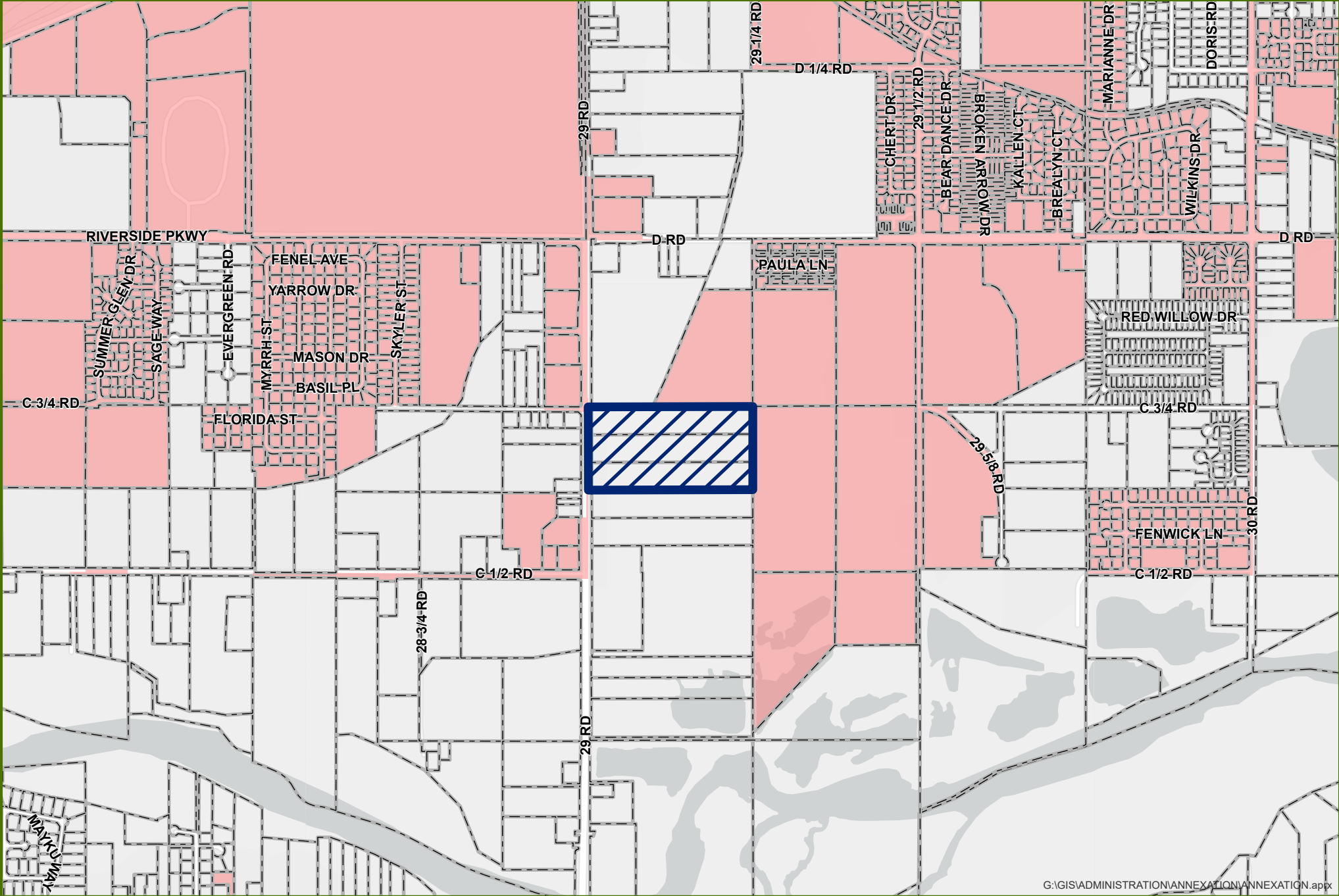
TRACT I:

THE NORTH 220 FEET OF THE SW 1/4 NW 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN,
EXCEPT THE WEST 30 FEET THEREOF FOR RIGHT OF WAY;
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY BY INSTRUMENT RECORDED
SEPTEMBER 14, 2005 IN BOOK 3992 AT PAGE 172,
MESA COUNTY, COLORADO.

~~TRACT II:~~

~~COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 NW 1/4 OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF
THE UTE MERIDIAN;
THENCE NORTH 89 degrees17' WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 27 A DISTANCE OF 310 FEET;
THENCE SOUTH 0 degrees50' WEST 251.4 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89 degrees17' WEST 504.8 FEET;
THENCE SOUTH 30 degrees28' WEST 179.3 FEET;
THENCE SOUTH 14 degrees45' WEST 40.1 FEET;
THENCE SOUTH 89 degrees17' EAST 603.1 FEET;
THENCE NORTH 0 degrees50' EAST 194.6 FEET TO THE POINT OF BEGINNING,
COUNTY OF MESA, STATE OF COLORADO.~~

IF LAND ANNEXATION



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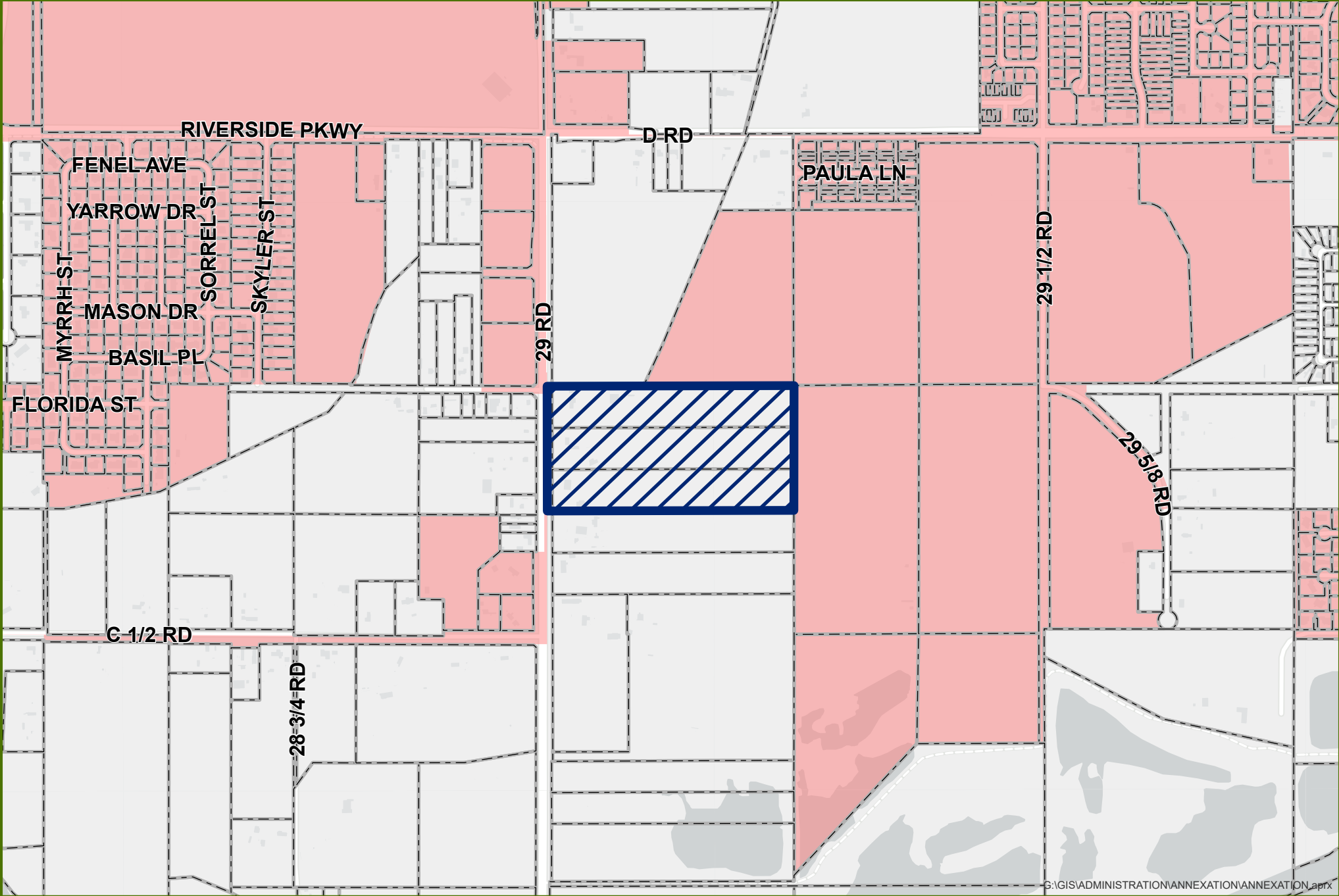


0 0.1 0.2 Miles

 Annexation  City Limits



IF LAND ANNEXATION



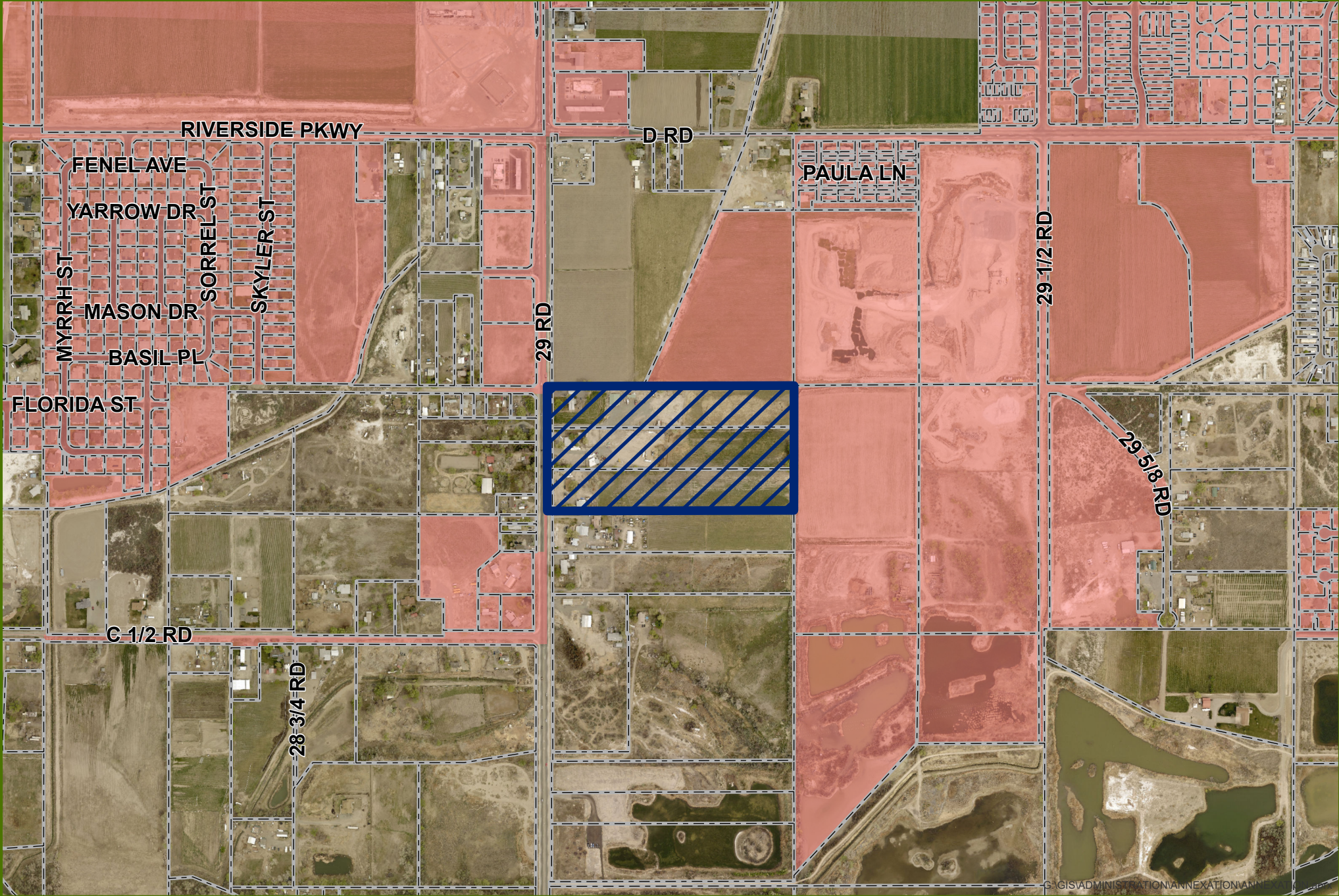
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0 0.1 0.2 Miles

 Annexation  City Limits

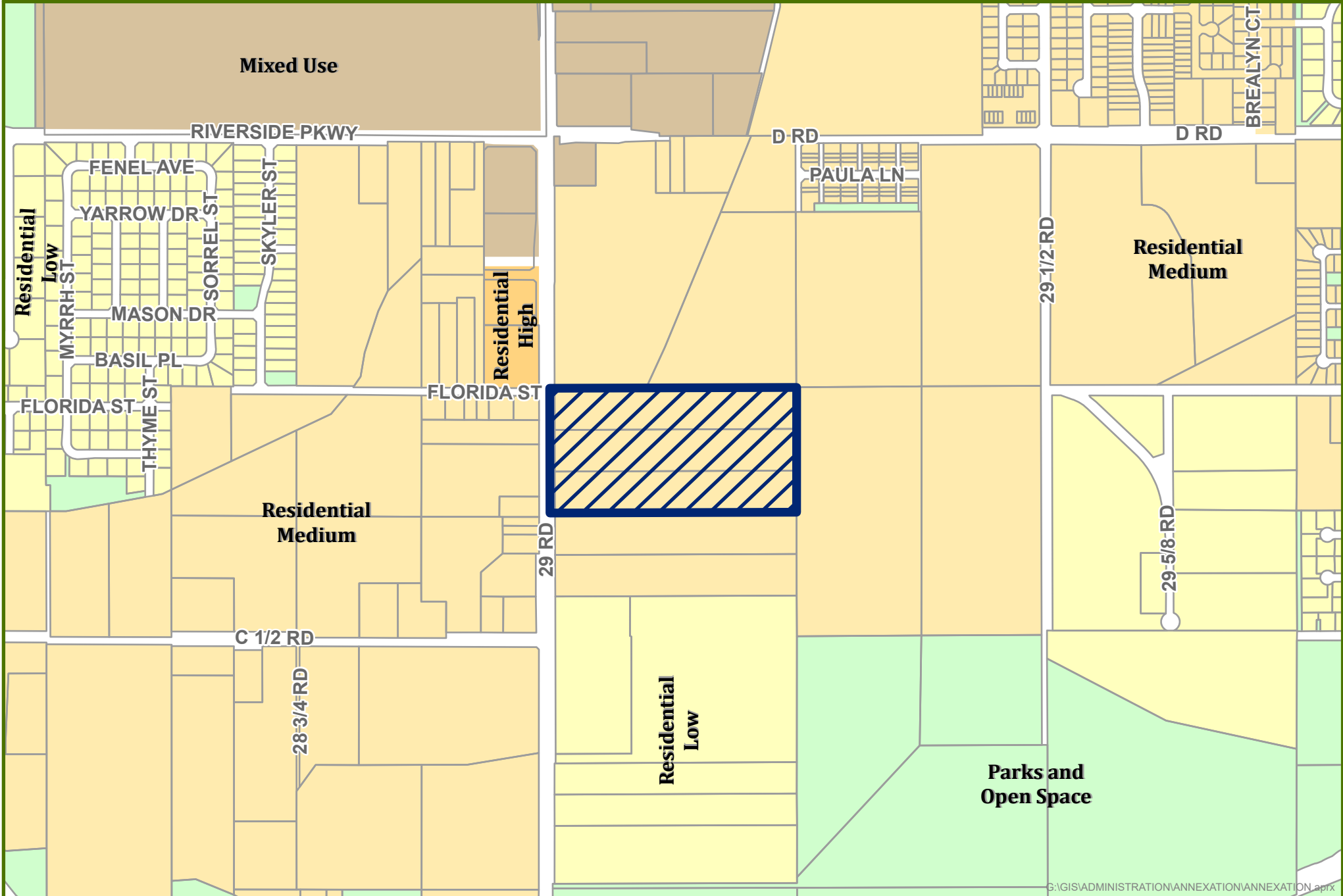
IF LAND ANNEXATION




0 0.1 0.2 Miles

 Annexation  City Limits

IF LAND ANNEXATION - LAND USE



0 0.1 0.2 Miles

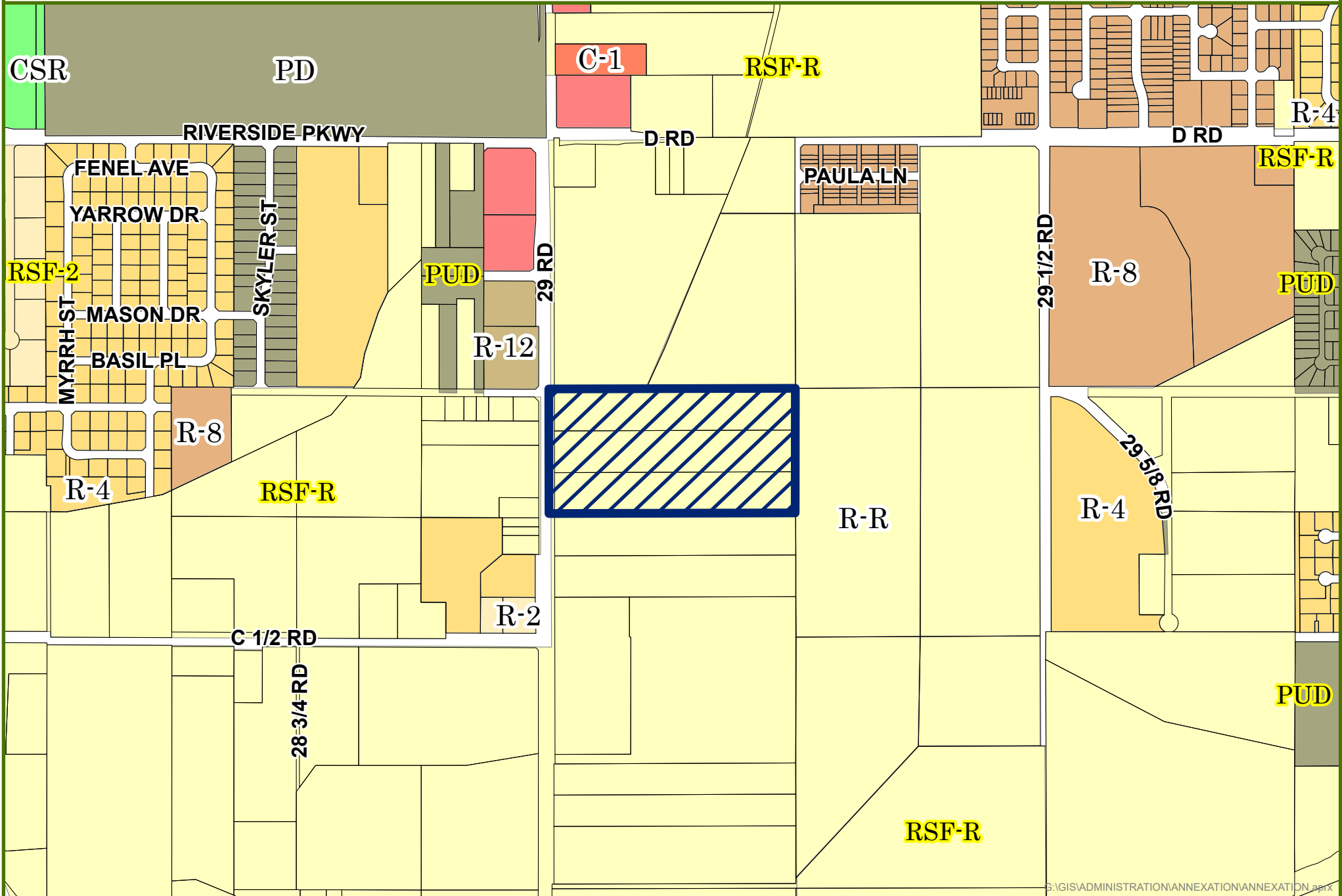
 Annexation Boundary
Packet Page 253

Date Created: 5/17/2022



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

IF LAND ANNEXATION - ZONING



0 0.1 0.2 Miles



Annexation

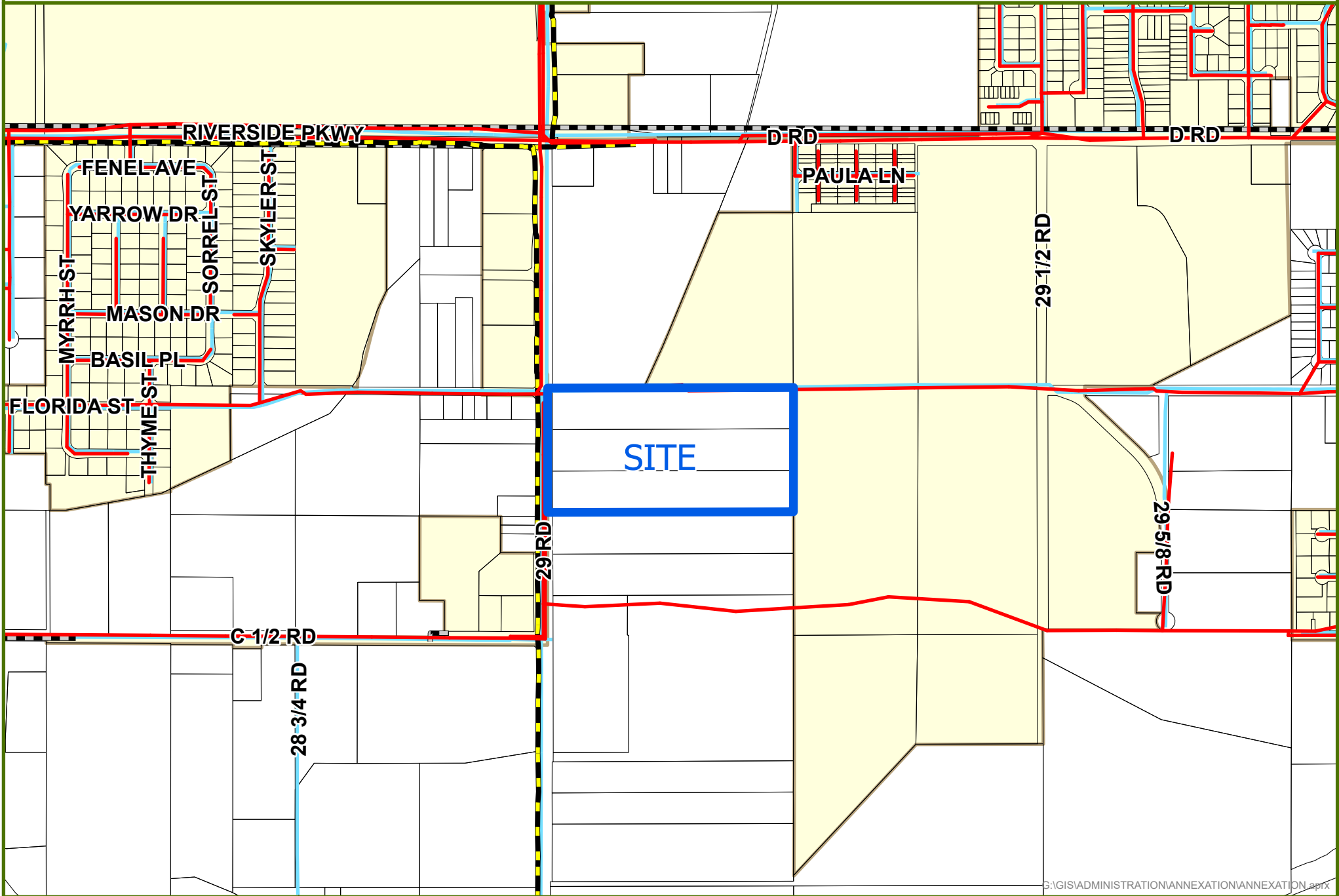
City Zoning

County Zoning

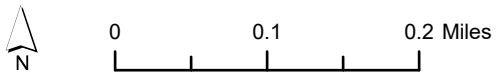
Date Created: 5/17/2022



IF LAND ANNEXATION - UTILITIES



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- CITY FIBER
- NON-CITY FIBER
- SEWER
- UTE WATER
- CITY LIMITS



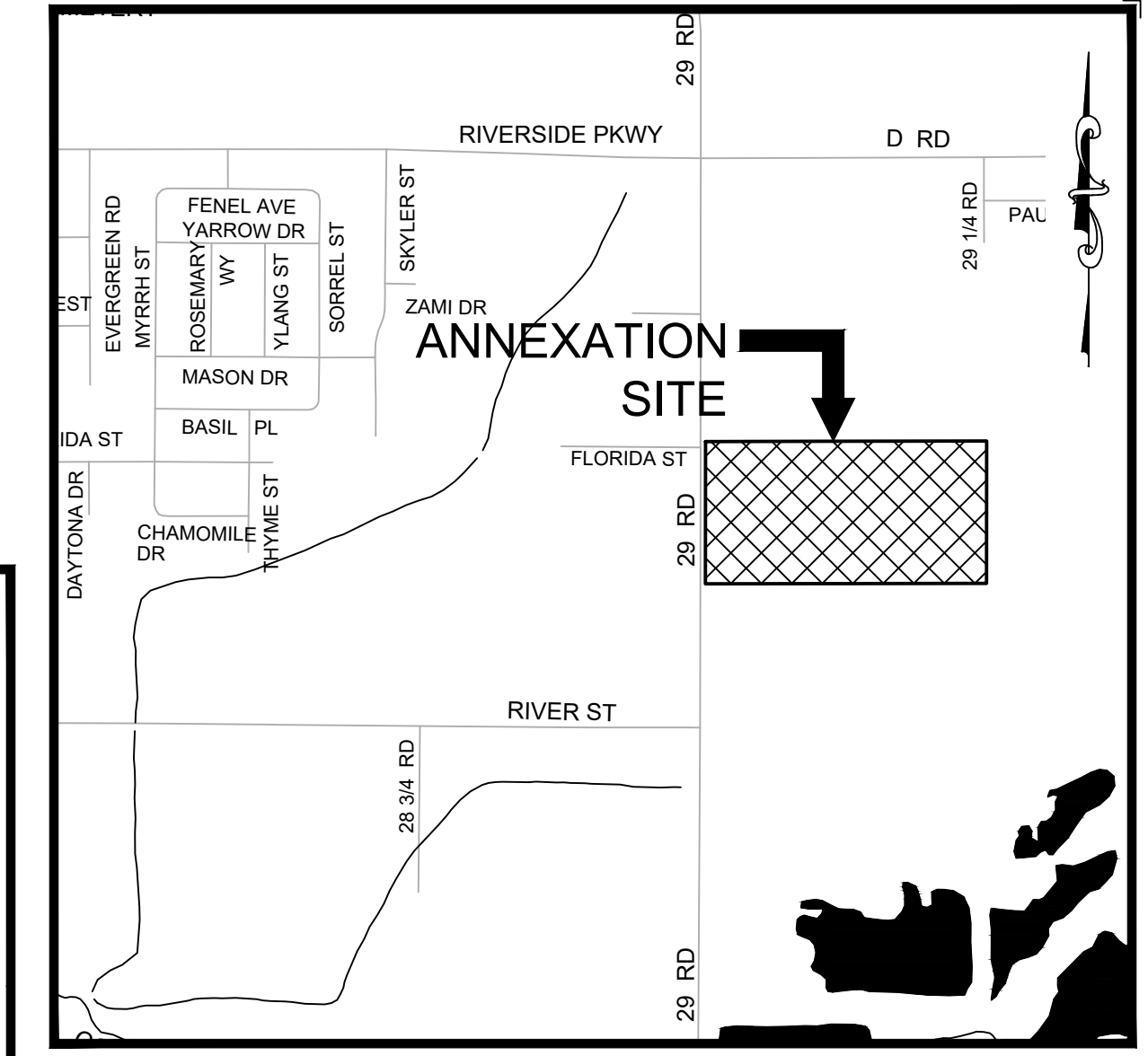
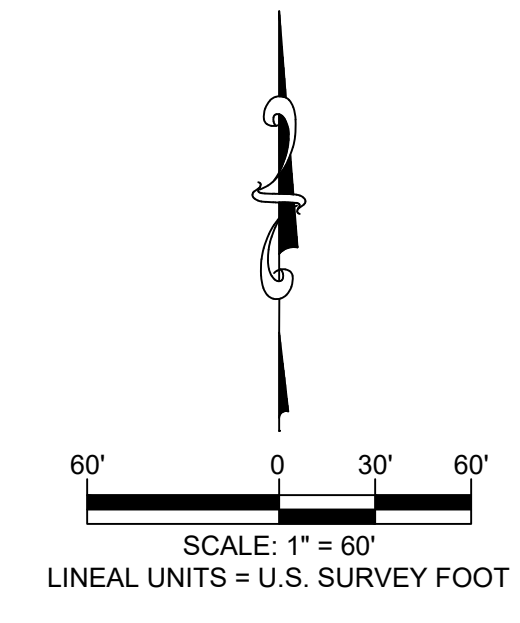
Looking SE from the NW corner of the annexation



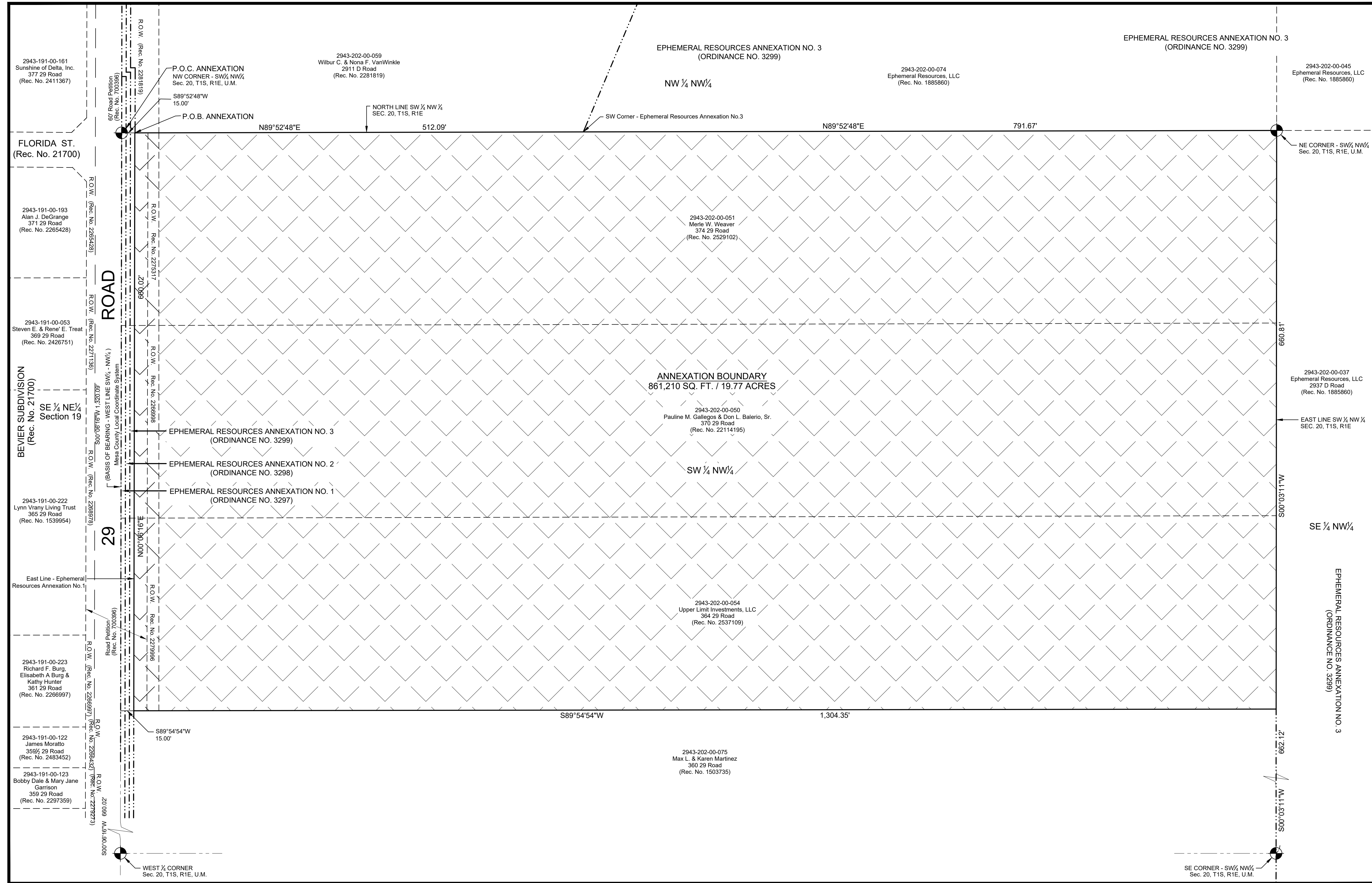
Looking NE from the SW corner of the annexation

IF LAND ANNEXATION

Located in the SW 1/4 NW 1/4 SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



SITE LOCATION MAP SCALE: 1" = 800'



LEGAL DESCRIPTION

A parcel of land being a part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northwest Corner of said SW1/4 NW1/4 of Section 20 whence the Southwest Corner of said SW1/4 NW1/4 of Section 20 bears S00°06'16"W 1,320.09 feet with all other bearings relative thereto; thence N89°52'48"E a distance of 15.00 feet along the North line of said SW1/4 NW1/4 to a point on the boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* being the Point of Beginning; thence continuing along said North line N89°52'48"E a distance of 512.09 feet to a point on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* for the following two (2) courses: 1) continuing along said North line N89°52'48"E a distance of 791.67 feet to the Northeast Corner of the SW1/4 NW1/4 of said Section 20; 2) S00°03'11"W a distance of 660.81 feet along the East line of said SW1/4 NW1/4 of Section 20; thence S89°54'54"W a distance of 1,304.35 feet to a point lying on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, said point being 15.00 feet East of the West line of said SW1/4 NW1/4 of Section 20; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, N00°06'16"E a distance of 660.02 feet to the Point of Beginning.

Said Parcel of land CONTAINING **861,210** Square Feet or **19.77** Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	3,928.94 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	2,112.50 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	861,210 FT ²	EXISTING CITY LIMITS	
AREA IN ACRES	19.77		
AREA WITHIN R.O.W.	18,158 FT ²		
	0.425 ACRES		
AREA WITHIN DEEDED R.O.W.	8,619 FT ²		
	0.198 ACRES		

SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	Δ=	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	RAD.	RADIUS
R.O.W.	RIGHT OF WAY	ARC	ARC LENGTH
SEC.	SECTION	CHD.	CHORD LENGTH
TWP.	TOWNSHIP	CHB.	CHORD BEARING
RGE.	RANGE	BLK.	BLOCK
U.M.	UTE MERIDIAN	P.B.	PLAT BOOK
NO.	NUMBER	BK.	BOOK
REC.	RECEPTION	PG.	PAGE
		HOR. DIST.	HORIZONTAL DISTANCE

ORDINANCE NO. XXXX	EFFECTIVE DATE JUNE XX, 2022
------------------------------	--

NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

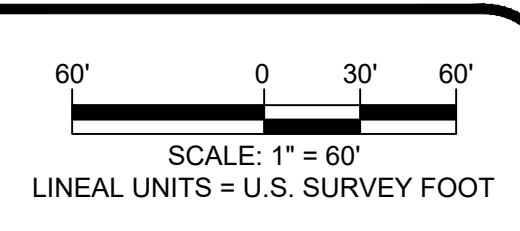
RENEE BETH PARENT DATE
STATE OF COLORADO - PL.S. NO. 38266
FOR THE CITY OF GRAND JUNCTION
333 WEST AVENUE - BLDG. C
GRAND JUNCTION, CO. 81501

THIS IS NOT A BOUNDARY SURVEY

G:\data\SURVEY\Annexations\2022\2022-113 IF Annexation Files\NF Land Annexation Plat.dwg - PLOTTED 2022-05-16

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY: NCW DATE: 05/12/2022
DESIGNED BY: RBP DATE: 05/12/2022
CHECKED BY: CVW DATE: 05/13/2022
APPROVED BY: RBP DATE: 05/16/2022



**PUBLIC WORKS
ENGINEERING DIVISION**

IF LAND ANNEXATION
Located in the SW 1/4 NW 1/4 SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

IF LAND ANNEXATION SCHEDULE

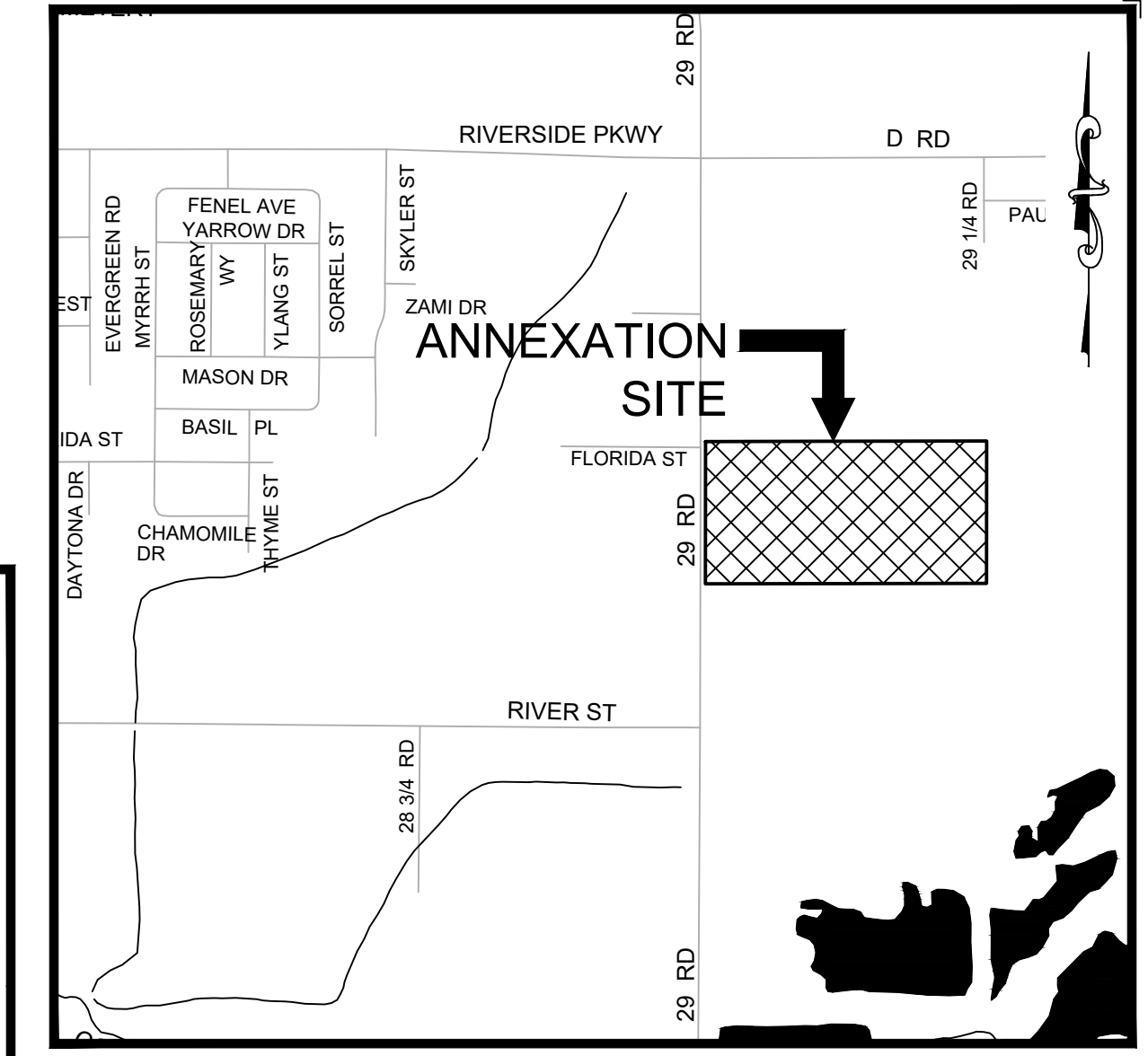
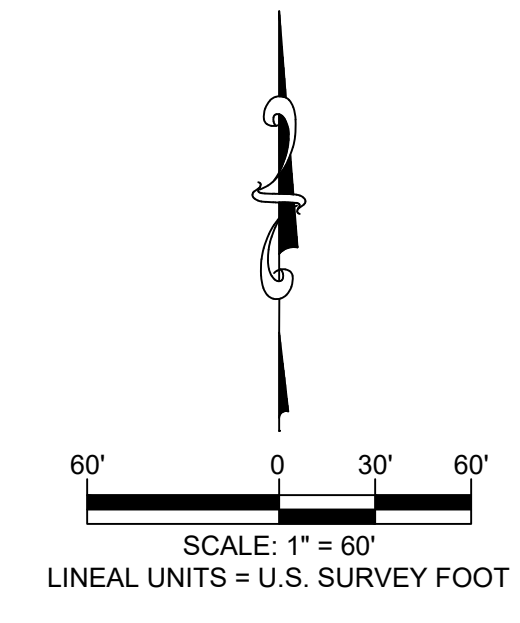
June 15, 2022	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
July 12, 2022 Revised from June 28 th	Planning Commission considers Zone of Annexation
July 6 2022	Introduction of a Proposed Ordinance on Zoning by City Council
July 20, 2022	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
August 21, 2022	Effective date of Annexation and Zoning

ANNEXATION SUMMARY

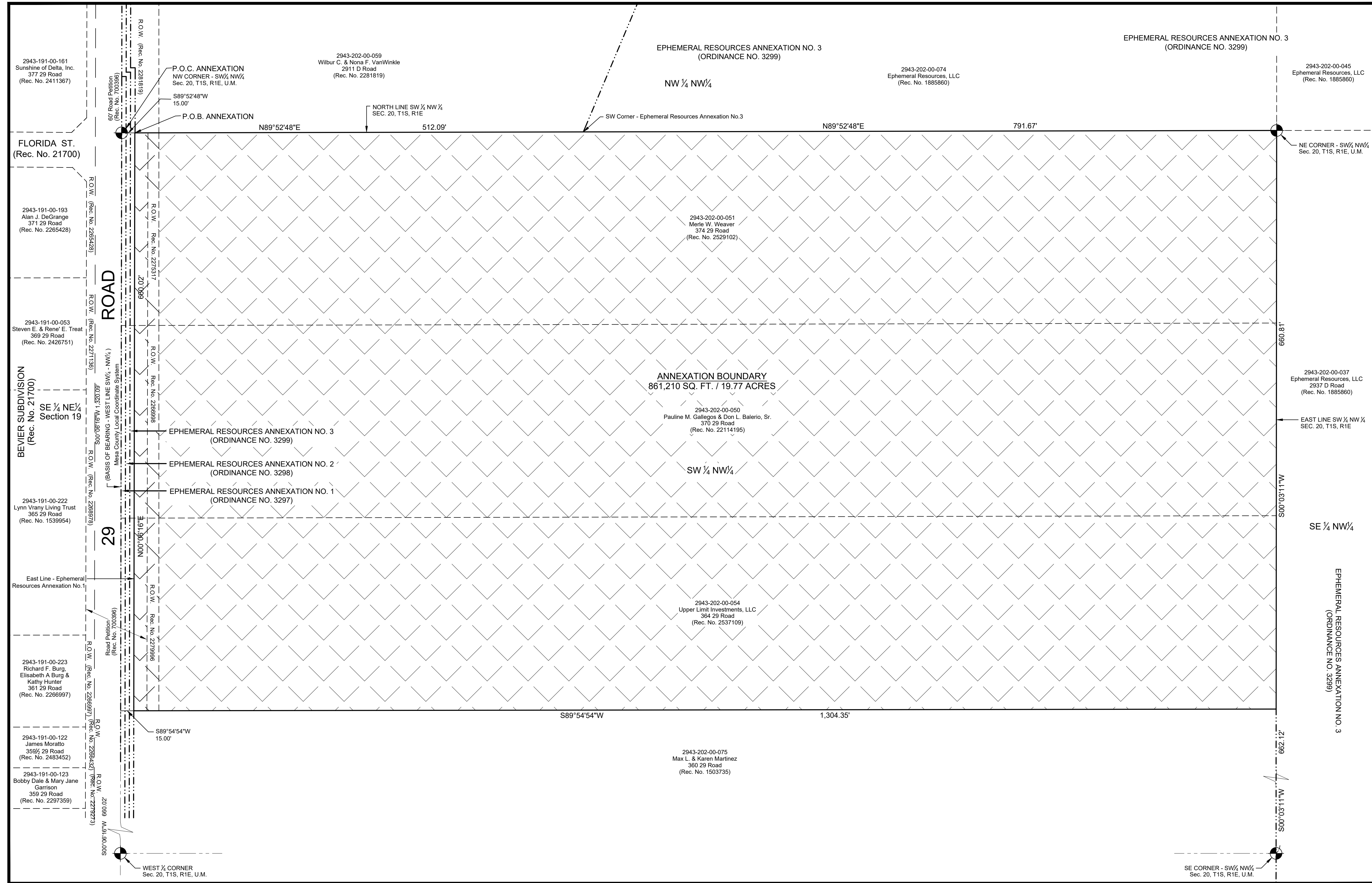
File Number:		ANX-2022-114
Location:		364 / 370 / 374 29 Road
Tax ID Numbers:		2943-202-00-050; 2943-202-00-051; 2943-202-00-054
# of Parcels:		3
Existing Population:		7
# of Parcels (owner occupied):		?
# of Dwelling Units:		3
Acres land annexed:		19.77
Developable Acres Remaining:		19.147
Right-of-way in Annexation:		0.623
Previous County Zoning:		RSF-R
Proposed City Zoning:		R-8
Current Land Use:		Single Family and Agriculture
Comprehensive Plan Land Use:		Residential Medium
Values:	Assessed:	\$33,450
	Actual:	\$451,600
Address Ranges:		364 thru 374 (even only) 29 Road
Special Districts:	Water:	Ute
	Sewer:	City
	Fire:	GJ Rural
	Irrigation/Drainage:	Grand Valley Irrigation Company
	School:	District 51
	Pest:	Grand River Mosquito District
	Other:	Colorado River Water Conservancy

IF LAND ANNEXATION

Located in the SW 1/4 NW 1/4 SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



SITE LOCATION MAP SCALE: 1" = 800'



LEGAL DESCRIPTION

A parcel of land being a part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northwest Corner of said SW1/4 NW1/4 of Section 20 whence the Southwest Corner of said SW1/4 NW1/4 of Section 20 bears S00°06'16"W 1,320.09 feet with all other bearings relative thereto; thence N89°52'48"E a distance of 15.00 feet along the North line of said SW1/4 NW1/4 to a point on the boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* being the Point of Beginning; thence continuing along said North line N89°52'48"E a distance of 512.09 feet to a point on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* for the following two (2) courses: 1) continuing along said North line N89°52'48"E a distance of 791.67 feet to the Northeast Corner of the SW1/4 NW1/4 of said Section 20; 2) S00°03'11"W a distance of 660.81 feet along the East line of said SW1/4 NW1/4 of Section 20; thence S89°54'54"W a distance of 1,304.35 feet to a point lying on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, said point being 15.00 feet East of the West line of said SW1/4 NW1/4 of Section 20; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, N00°06'16"E a distance of 660.02 feet to the Point of Beginning.

Said Parcel of land CONTAINING **861,210** Square Feet or **19.77** Acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	3,928.94 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	2,112.50 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	861,210 FT ²	EXISTING CITY LIMITS	
AREA IN ACRES	19.77		
AREA WITHIN R.O.W.	18,158 FT ²		
	0.425 ACRES		
AREA WITHIN DEEDED R.O.W.	8,619 FT ²		
	0.198 ACRES		

SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	Δ=	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	RAD.	RADIUS
R.O.W.	RIGHT OF WAY	ARC	ARC LENGTH
SEC.	SECTION	CHD.	CHORD LENGTH
TWP.	TOWNSHIP	CHB.	CHORD BEARING
RGE.	RANGE	BLK.	BLOCK
U.M.	UTE MERIDIAN	P.B.	PLAT BOOK
NO.	NUMBER	BK.	BOOK
REC.	RECEPTION	PG.	PAGE
		HOR. DIST.	HORIZONTAL DISTANCE

ORDINANCE NO. XXXX	EFFECTIVE DATE JUNE XX, 2022
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NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

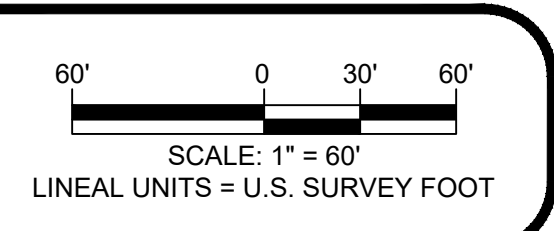
RENEE BETH PARENT DATE
STATE OF COLORADO - PL.S. NO. 38266
FOR THE CITY OF GRAND JUNCTION
333 WEST AVENUE - BLDG. C
GRAND JUNCTION, CO. 81501

THIS IS NOT A BOUNDARY SURVEY

G:\data\SURVEY\Annexations\2022\2022-113 IF Annexation Files\NF Land Annexation Plat.dwg - PLOTTED 2022-05-16

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY: NCW DATE: 05/12/2022
DESIGNED BY: RBP DATE: 05/12/2022
CHECKED BY: CVW DATE: 05/13/2022
APPROVED BY: RBP DATE: 05/16/2022



**PUBLIC WORKS
ENGINEERING DIVISION**

IF LAND ANNEXATION
Located in the SW 1/4 NW 1/4 SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Wednesday, July 6, 2022 8:21 AM
To: David Thornton
Subject: [Grand Junction Speaks] Comment submitted for: If Land Annexation Zoning

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



The following comment has been submitted for If Land Annexation Zoning by Ben Rainey living trust:

I'm against the changing of the zoning on an X 202-2114 there's far too much traffic on this road far too much congestion and I feel that would be inappropriate for this area

You can approve or reject the comment [here](#).

This email was delivered by gjspeaks.org

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PETITION
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
MAKING CERTAIN FINDINGS,
AND DETERMINING THAT PROPERTY KNOWN AS THE
IF LAND ANNEXATION**

**LOCATED ON PROPERTIES AT 364 29 ROAD, 370 29 ROAD,
AND 374 29 ROAD (TERRITORY)
THE TERRITORY IS COLLECTIVELY KNOWN AS AND REFERRED TO AS
THE IF LAND ANNEXATION WHICH IS IN TOTAL APPROXIMATELY 19.77 ACRES
IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 15th day of June, 2022, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**IF LAND ANNEXATION
PERIMETER BOUNDARY LEGAL DESCRIPTION**

A parcel of land being a part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northwest Corner of said SW1/4 NW1/4 of Section 20 whence the Southwest Corner of said SW1/4 NW1/4 of Section 20 bears S00°06'16"W 1,320.09 feet with all other bearings relative thereto; thence N89°52'48"E a distance of 15.00 feet along the North line of said SW1/4 NW1/4 to a point on the boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* being the Point of Beginning; thence continuing along said North line N89°52'48"E a distance of 512.09 feet to a point on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* for the following two (2) courses: 1) continuing along said North line N89°52'48"E a distance of 791.67 feet to the Northeast Corner of the SW1/4 NW1/4 of said Section 20; 2) S00°03'11"W a distance of 660.81 feet along the East line of said SW1/4 NW1/4 of Section 20; thence S89°54'54"W a distance of 1,304.35 feet to a point lying on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, said point being 15.00 feet East of the West line of said SW1/4 NW1/4 of Section 20; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, N00°06'16"E a distance of 660.02 feet to the Point of Beginning.

Said Parcel of land CONTAINING 861,210 Square Feet or 19.77 Acres, more or less.

WHEREAS, a hearing on the petition was duly held after proper notice on the 20th day of July, 2022; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the 20th day of July 2022.

President of the Council

Attest:

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO
IF LAND ANNEXATION**

**LOCATED ON PROPERTIES AT 364 29 ROAD, 370 29 ROAD,
AND 374 29 ROAD (TERRITORY)
THE TERRITORY IS COLLECTIVELY KNOWN AS AND REFERRED TO AS
THE IF LAND ANNEXATION WHICH IS IN TOTAL APPROXIMATELY 19.77 ACRES**

WHEREAS, on the 15th day of June, 2022, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the ___ day of _____, 2022; and

WHEREAS, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**IF LAND ANNEXATION
EXHIBIT A**

PERIMETER BOUNDARY LEGAL DESCRIPTION

A parcel of land being a part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northwest Corner of said SW1/4 NW1/4 of Section 20 whence the Southwest Corner of said SW1/4 NW1/4 of Section 20 bears S00°06'16"W 1,320.09 feet with all other bearings relative thereto; thence N89°52'48"E a distance of 15.00 feet along the North line of said SW1/4 NW1/4 to a point on the boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* being the Point of Beginning; thence continuing along said North line N89°52'48"E a distance of 512.09 feet to a point on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*; thence along said boundary of *EPHEMERAL RESOURCES*

ANNEXATION NO. 3, ORDINANCE NO. 3299 for the following two (2) courses: 1) continuing along said North line N89°52'48"E a distance of 791.67 feet to the Northeast Corner of the SW1/4 NW1/4 of said Section 20; 2) S00°03'11"W a distance of 660.81 feet along the East line of said SW1/4 NW1/4 of Section 20; thence S89°54'54"W a distance of 1,304.35 feet to a point lying on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, said point being 15.00 feet East of the West line of said SW1/4 NW1/4 of Section 20; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, N00°06'16"E a distance of 660.02 feet to the Point of Beginning.

Said Parcel of land CONTAINING 861,210 Square Feet or 19.77 Acres, more or less.

INTRODUCED on first reading on the 15th day of June 2022 and ordered published in pamphlet form.

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

President of the Council

Attest:

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING IF LAND ANNEXATION
TO R-8 (RESIDENTIAL – 8 DU/AC) ZONE DISTRICT**

**LOCATED ON PROPERTIES AT 364 29 ROAD, 370 29 ROAD,
AND 374 29 ROAD (TERRITORY)**

**THE TERRITORY IS COLLECTIVELY KNOWN AS AND REFERRED TO AS
THE IF LAND ANNEXATION WHICH IS IN TOTAL APPROXIMATELY 19.77 ACRES**

Recitals:

The property owner has petitioned to annex their 19.77 acres into the City limits. The annexation is referred to as the “If Land Annexation.”

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the If Land Annexation consisting of 19.77 acres from County RSF-R (Residential Single Family Rural) 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 districts, is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning & Development Code for the parcel as designated.

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

ZONING FOR THE IF LAND ANNEXATION

The following parcel in the City of Grand Junction, County of Mesa, State of Colorado is hereby zoned as follows:

**PERIMETER BOUNDARY LEGAL DESCRIPTION
IF LAND ANNEXATION**

A parcel of land being a part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northwest Corner of said SW1/4 NW1/4 of Section 20 whence the Southwest Corner of said SW1/4 NW1/4 of Section 20 bears S00°06'16"W 1,320.09 feet with all other bearings relative thereto; thence N89°52'48"E a distance of 15.00 feet along the North line of said SW1/4 NW1/4 to a point on the boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* being the Point of Beginning; thence continuing along said North line N89°52'48"E a distance of 512.09 feet to a point on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* for the following two (2) courses: 1) continuing along said North line N89°52'48"E a distance of 791.67 feet to the Northeast Corner of the SW1/4 NW1/4 of said Section 20; 2) S00°03'11"W a distance of 660.81 feet along the East line of said SW1/4 NW1/4 of Section 20; thence S89°54'54"W a distance of 1,304.35 feet to a point lying on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, said point being 15.00 feet East of the West line of said SW1/4 NW1/4 of Section 20; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, N00°06'16"E a distance of 660.02 feet to the Point of Beginning.

Said Parcel of land CONTAINING 861,210 Square Feet or 19.77 Acres, more or less.

INTRODUCED on first reading this 6th day of July, 2022 and ordered published in pamphlet form.

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

Anna M. Stout
President of the Council

ATTEST:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #4.b.ii.

Meeting Date: July 20, 2022
Presented By: Daniella Acosta, Senior Planner
Department: Community Development
Submitted By: Dani Acosta, Senior Planner

Information

SUBJECT:

An Ordinance Rezoning 0.45 Acres from R-O (Residential Office) to C-1 (Light Commercial), Located at 1215 N 1st Street

RECOMMENDATION:

The Planning Commission heard the zoning request at its July 12, 2022 meeting and voted (7-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Trustee, Mr. Douglas A. Pritchard, acting on behalf of the Applicant, Douglas A. Pritchard Revocable Trust, is requesting the rezone of one parcel totaling 0.45 acres from R-O (Residential Office) to C-1 (Light Commercial) located at 1215 N 1st Street. The purpose of the rezone is to allow for more flexibility for future retail development. The requested C-1 zone district conforms with the Comprehensive Plan Land Use Map designation of Commercial.

BACKGROUND OR DETAILED INFORMATION:

The proposed rezone comprises one parcel totaling 0.45 acres situated at 1215 N 1st Street and is located within the Sherwood Park Mixed-Use District, which is part of the North Avenue West Corridor Plan adopted in 2011. The subject site is currently zoned R-O. The building on the property was remodeled in 2004 (SPR-2004-148) to include an office under the Home Occupation permit requirements and currently operates as a medical office and residence. The subject site was annexed to the City in 1959 as part of the West Lake Park Annexation. The property underwent a rezone from RMF-24 (Residential Multi-Family – 24 du/ac) to R-O in 2004 (RZ-2004-129). The property abuts N 1st Street, which is a minor arterial. To the south is a strip mall containing both retail shops and a used-car dealership. To the east of the property are medical

professional services. To the west and north exist multi-family apartments. Any subsequent application to bring in retail or other commercial uses will require, at minimum, a change of use permit to establish the new use. A major/minor site plan may be required depending on the use or if there are significant changes or alterations to the structure or redevelopment of the site.

The 2020 One Grand Junction Comprehensive Plan classifies the subject property and properties to the south of the site as Commercial. Under the Grand Junction Zoning and Development Code, the zone districts that may implement the Commercial land use classification include Mixed Use (M-U), Business Park (B-P), Industrial Office (I-O), Light Commercial (C-1), General Commercial (C-2), Mixed Use Residential High (MXR-8), Mixed Use General Low, Medium and High (MXG-3, 5, 8), and Mixed Use Shopfront (MXS-3, 5, 8), and Mixed Use Opportunity Corridor (MXOC) zone districts. The Comprehensive Plan classifies the adjacent properties to the north as Residential High and the properties to the east as Mixed Use.

The Applicant is now requesting a rezone to C-1. If the rezone application is approved and a new commercial use is subsequently proposed, it would be required to go through a city review process.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held virtually on May 12th, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. Five participants were in attendance, including City staff, the applicants and two neighbors.

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 June 15, 2022. 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 July 1, 2022. The notice of the Planning Commission public hearing was published on July 5, 2022, in the Grand Junction Daily Sentinel.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Municipal Code, in order to maintain internal consistency between this code and the zoning maps, zoning map amendments must only occur if at least one of the five criteria listed below is met. Staff analysis of the criteria is found below each listed criterion.

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

The Comprehensive Plan Land Use Map identifies the subject property as Commercial, which is different from the 2010 Comprehensive Plan designation of Residential High Mix Use. The applicant's proposed zoning of C-1 implements the 2020 Comprehensive Plan Land Use of Commercial, whereas the existing zoning of

R-O is an invalid zone designation for Commercial land use under the 2020 Comprehensive Plan.

The existing zoning designation of R-O is not supported by the recently adopted 2020 Comprehensive Plan, which anticipates more commercial type uses such as retail sales and services in the area. There are 30 principal uses under the Retail Sales and Services use category in the Zoning and Development Code. Out of those 30 principal uses, only four are allowed by right and one is conditionally allowed within the existing zoning designation of R-O. In contrast, a zone designation of C-1 would allow for the introduction of a greater range of retail services and sales businesses. This is attributed to the site's location at the gateway of the North Avenue West Corridor and exposure adjacent to the intersection at North Avenue and Highway 6. This fact is consistent with the Comprehensive Plan's Growth Framework, which identifies proximity to intersections or along major local, state or interstate roadways as a defining characteristic of the Commercial land use designation. Based on the preceding information, staff finds this criterion has been met.

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

As previously mentioned, the site is located within the 2011 North Avenue West Corridor Plan. Up until the 1990s, the corridor along North Avenue was the primary retail tax generator for the City. Despite the significant brick and mortar business attrition experienced along the corridor in the early aughts, the Comprehensive Plan still maintains the western section of the corridor as an area of focus for continued commercial development and reinvestment.

Since 2013, there has been one change of use from office to retail (COU-2013-522) in the area and one condominium plat for the creation of three commercial condominium units in the adjacent Sherwood Plaza Condominiums (SUB-20140337). While there has been a steady level of planning clearances processed for activities like remodeling of existing businesses nearby, there has not been a significant amount of new retail development coming into the west side of the corridor in recent years. It is premature to conclude that the areas have changed dramatically enough in character to warrant a rezone. Based on the preceding information, staff finds 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 infrastructure and community facilities and services are available and sufficient to serve uses associated with the C-1 zone district. The subject site is currently served by City of Grand Junction Water and Sewer District, the Grand Valley Irrigation Company, the Grand Valley Irrigation Company, the Grand Valley Drainage District, and Xcel Energy. The application packet was sent out to

applicable utility companies for this proposal, and there were no objections expressed during the review process.

A 1,500-10,000 gallons per minute fire hydrant is located at the corner of N 1st Street and W Sherwood Drive and along N 1st Street at 1114 N 1st Street. City Water runs to the building on the property and there is a 12' water line in N 1st Street. As mentioned, the property is located within the 201 Persigo boundary and there is sanitary sewer that runs along the eastern half of N 1st Street.

Multimodal access is sufficient. The subject site is proximate to a secondary truck route that runs along North Avenue/Highway 6 with access via N 1st Street. The stretch of N 1st Street that runs adjacent to the subject site is classified as an Active Transportation Corridor. As aforementioned, the site has access off of N 1st Street. The site currently does not meet the access spacing standards of the City's Transportation Engineering Design Standards (TEDS). The current size of the parcel and position of the site relative to the neighboring properties and the intersection at 1st Street and North Avenue, may complicate the site's feasibility to make the required improvements to meet those standards. The Applicant has been advised of these concerns and that the access will have challenges, which will be addressed in a future site plan submittal. Because any traffic improvements are highly dependent on the nature of the future commercial use, staff finds that multimodal access is currently sufficient by virtue of being physically available and serving the current medical office, which is also classified under commercial use.

Based on the preceding information, staff finds this criterion has been met.

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

While there are some similarities between the R-O and C-1 zone districts, there are also differences, primarily being that C-1 allows for more commercial and retail types. The C-1 zone district accounts for approximately 5.5% of City zoned land, whereas the R-O zone district accounts for approximately 0.4% of City zoned land. There are approximately 12 other parcels within the immediate vicinity of the subject site that have a current zone designation of C-1, as well as other zone districts nearby, such as C-2 and B-1, which are also able to implement the Commercial Land Use designation. Staff has been unable to determine if there is an inadequate supply of land to accommodate the proposed land use. Therefore, staff does not find this criterion to be met.

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

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

request to be consistent with the following goals and policies of the Comprehensive Plan:

Plan Principle 3.1.b. 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

The subject property is located within the Tier 1 – Urban Infill tier as identified in the City’s Growth Plan. Rezoning to C-1 opens up opportunities for more compact retail and commercial development in an area that the 2020 Comprehensive Plan identifies as a priority for infill. As stated in the 2020 Comprehensive Plan, development of parcels located within Tier 1 will provide development opportunities that do not require extension of infrastructure or the expansion of City Services. Rezoning to C-1 may help direct future commercial and retail development to an area that has adequate public infrastructure and amenities to accommodate that growth.

Plan Principle 2.1.g. Sales and Use Tax Revenue – Partner in supporting programs that encourage residents to spend retail dollars locally and before looking elsewhere for goods and services. Emphasize the retention and recruitment of retailers or development projects that have a positive impact on sales tax generation, specifically focused on increasing retail sales inflow and reducing retail sales leakage.

As mentioned previously, the western corridor of North Avenue was a critical retail tax generator for the City but began to see significant business and retail attrition beginning in the 1990s as the City saw an influx of newer and larger shopping centers along the western edge of the City. Additionally, the impact of the 2008 recession resulted in many businesses closing their doors along the corridor. The 2011 North Ave West Corridor Plan reported a vacancy rate along the corridor nearly double that of other commercial areas in the City combined. Both the 2020 Comprehensive Plan and the 2011 North Avenue West Corridor Plan acknowledge the importance of reprogramming key areas like the North Avenue West Corridor into mixed use areas and neighborhood retail centers as a key strategy to building a resilient and diverse economy. Because C-1 allows for a greater number of retail uses, rezoning to this zone district could enable and encourage increased brick and mortar retail investment along the corridor.

Based on the preceding information, staff finds that the community and area will derive benefits from the proposed amendment. Therefore, staff finds that this criterion has been met.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing the Pritchard Rezone, RZN-2022-368, rezoning one parcel totaling 0.45 acres from R-O (Residential Office) to C-1 (Light Commercial) for the property located at 1215 N 1st Street, the following findings of fact have been made: The requested zone is consistent with the goals and policies of the Comprehensive Plan; and In accordance with Section 21.02.140 of the Grand Junction Zoning and Development Code, one or more of the criteria has been met.

Staff recommends approval of the request. However, the Planning Commission will be hearing this item at their July 12th Planning Commission Meeting and will render a recommendation at that time.

FISCAL IMPACT:

There is no direct fiscal impact as a result of this action.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5088, an ordinance rezoning one parcel totaling 0.45 acres from R-O (Residential Office) to C-1 (Light Commercial) located at 1215 N 1st Street on final passage and order final publication in pamphlet form.

Attachments

1. Exhibit 1 - Development Application
2. Exhibit 2 - Neighborhood Meeting Documentation
3. Exhibit 3 - Maps & Exhibits
4. Exhibit 4 - Draft Ordinance



Development Application

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

Petition For: Rezone

Please fill in blanks below <u>only</u> for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:	
Existing Land Use Designation: <u>Commercial</u>	Existing Zoning: <u>R-O</u>
Proposed Land Use Designation: <u>Commercial</u>	Proposed Zoning: <u>C-1</u>

Property Information

Site Location: 1215 North 1st Street Grand Junction, CO 81501 Site Acreage: 0.36 ac

Site Tax No(s): 2945-104-00-053 Site Zoning: R-O

Project Description: Rezone

Property Owner Information

Name: Douglas A. Pritchard

Street Address: 106 Lawson Overlook

City/State/Zip: Mountain Village, CO

Business Phone #: ZIP: 81435

E-Mail: moveher@hotmail.com

Fax #: _____

Contact Person: Douglas Pritchard

Contact Phone #: 225-964-0032

Applicant Information

Name: Douglas A. Pritchard

Street Address: 106 Lawson Overlook

City/State/Zip: Mountain Village, CO

Business Phone #: ZIP: 81435

E-Mail: moveher@hotmail.com

Fax #: _____

Contact Person: Douglas Pritchard

Contact Phone #: 225-964-0032

Representative Information

Name: Ryan Pritchard

Street Address: 6032 Fieldstone Dr.

City/State/Zip: Ste C Baton Rouge, LA

Business Phone #: ZIP: 70809

E-Mail: ryan@pritchardre.com

Fax #: _____

Contact Person: Ryan Pritchard

Contact Phone #: 225-235-9509

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: *D. A. Pritchard* Date: 04-26-2022

Signature of Legal Property Owner: *D. A. Pritchard* Date: 04-26-2022

GENERAL PROJECT REPORT for REZONING of:

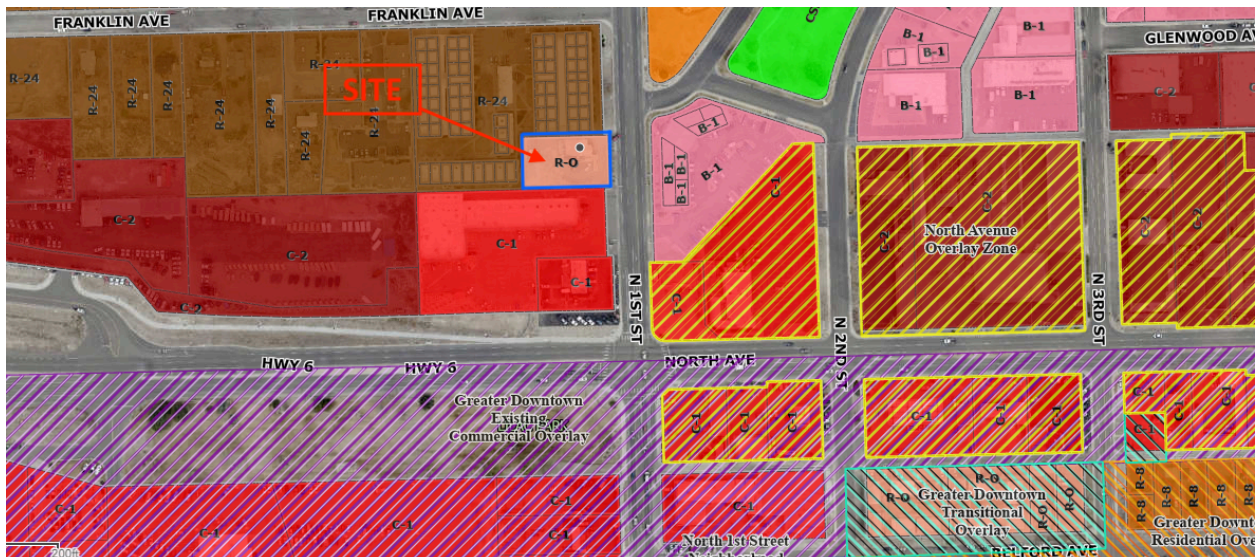
1215 North 1st Street Grand Junction, CO 81501

Tax Parcel #: 2945-104-00-053

Contact: Ryan Pritchard | 225-235-9509 | ryan@pritchardre.com

A. Project Description

- a. Location: 1215 North 1st Street Grand Junction, CO 81501
- b. Acres: 0.36
- c. Proposed Use: C-1
- d. The purpose of this submittal is to obtain approval from the City of Grand Junction to rezone the above stated site from R-O to C-1
- e. Site Sketch



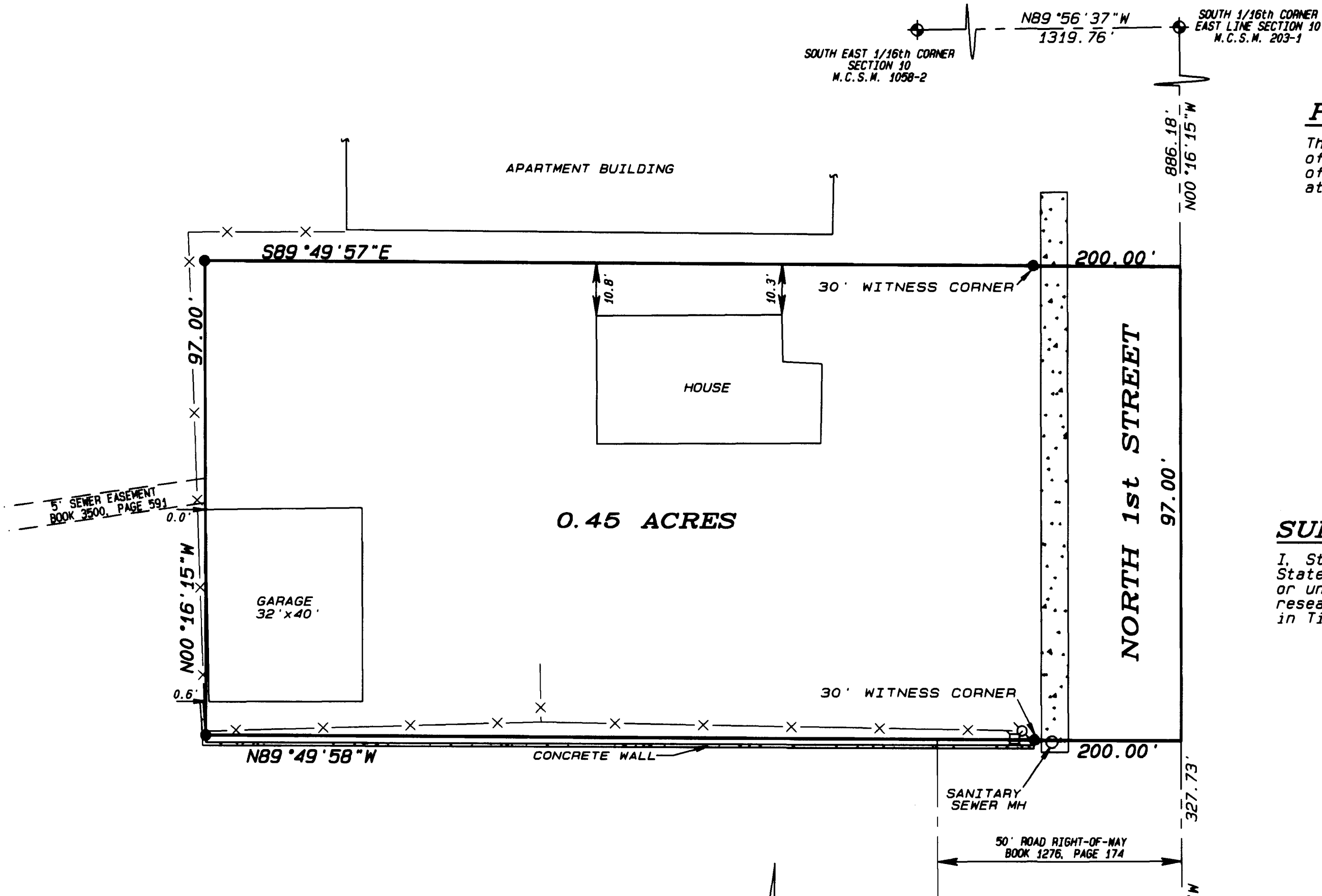
B. Public Benefit: The public will gain access to more convenient retail businesses and it will generate more sales tax income for the city

C. Project Compliance, Compatibility, and Impact

- a. Adopted plans and/or policies (for rezones, variances, conditional and special use, revocable permits, and vacations, discuss the circumstances that justify the request, as required by the Zoning and Development Code)
 - i. The character and/or condition of the area has changed such that the amendment is consistent with the Plan
 - 1. Adjacent property is zoned C-1 and is a retail strip center
 - ii. Public and community facilities are adequate to serve the type and scope of land use proposed
 - 1. Rezoning to C-1 should not have any significant impact on the public and community facilities

- iii. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use
 - 1. The commercial real estate market shows there is a shortage of available C-1 retail space in the area and majority of potential tenants require C-1 zoning
- iv. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment
 - 1. The community will gain access to more convenient retail businesses which will generate more sales tax income for the city
- b. Land use in the surrounding area
 - i. Surrounding and adjacent properties are majority C-1 retail commercial use

BOUNDARY SURVEY

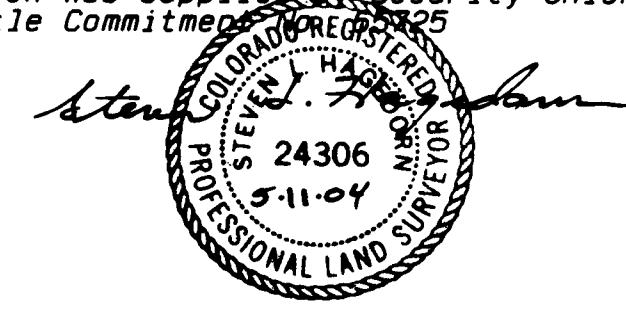


PROPERTY DESCRIPTION

The East 200 feet of the South 97 feet of the North 1/2 South 1/2 of the SE 1/4 SE 1/4 of Section 10, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado as recorded in Book 2559 at Page 165 of the Mesa County Records.

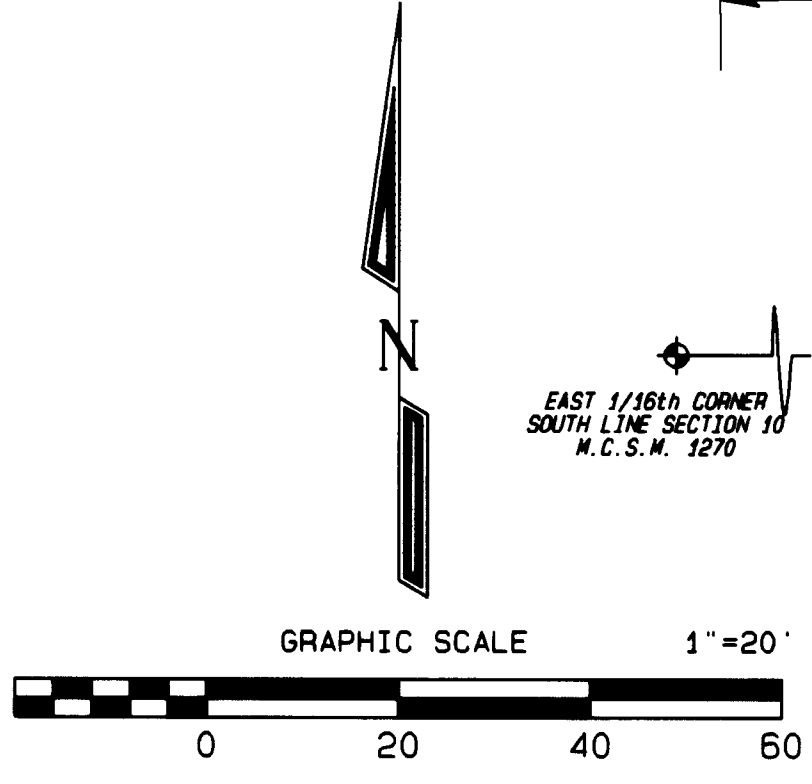
SURVEYOR'S STATEMENT

I, Steven L. Hagedorn, a licensed Professional Land Surveyor in the State of Colorado, do hereby state that this survey was performed by me or under my direct responsibility, supervision, and checking. That title research was supplied by Security Union Title Insurance Company in Title Commitment #125.



LEGEND & ABBREVIATIONS

- ◆ FOUND MESA COUNTY SURVEY MARKER (MCSM)
- ⊙ FOUND 1 1/2" PIN WITH WASHER
- SET 2" ALUMINUM CAP ON #5 REBAR STAMPED "D H SURVEYS INC LS 24306"
- ⊕ POWER POLE
- ⊞ TELEPHONE PEDISTAL
- X— FENCE LINE
- ▨ CONCRETE
- W.C. = WITNESS CORNER
- G.V.A.L.C.S. = GRAND VALLEY AREA LOCAL COORDINATE SYSTEM



LAND SURVEY DEPOSIT

Mesa County Surveyor's Office
 Date May 25, 2004
 Book 1 Page 93
 Deposit No. 3004-04

BOUNDARY SURVEY
GATEWAY CONSTRUCTION & DESIGN
 LOCATED IN THE SE1/4 SE1/4, SECTION 10, T.1S.,R.1W., UTE MERIDIAN
 MESA COUNTY, COLORADO

D H SURVEYS INC.
 118 OURAY AVE. - GRAND JUNCTION, CO.
 (970) 245-8749

Designed By <u>S.L.H.</u>	Checked By <u>M.W.D.</u>	Job No. <u>805-04-01</u>
Drawn By <u>TERRAMODEL</u>	Date <u>APRIL, 2004</u>	Sheet <u>1 OF 1</u>

NOTICE: According to Colorado law you must commence any legal action based upon any defect in the 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 this certification/statement shown hereon.

DEPOSIT 3004-04

LEGAL DESCRIPTION for REZONING of:

1215 North 1st Street Grand Junction, CO 81501

THE EAST 200 FEET OF THE SOUTH 97 FEET OF THE N1/2 S1/2 OF THE SE1/4 SE1/4 OF SECTION
10, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT RIGHT OF WAY AS
DESCRIBED IN DEED RECORDED MAY 10, 2006 IN BOOK 4153 AT PAGE 66, COUNTY OF MESA,
STATE OF COLORADO

OWNERSHIP STATEMENT - TRUST

(a) Douglas A. Pritchard Revocable Trust ("Trust") is the owner of the following property:

(b) 1215 North 1st Street Grand Junction, CO 81501

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 is also attached.

I, (c) Douglas A. Pritchard, am the Trustee for the Trust. I have the legal authority to bind the Trust to agreements concerning financial obligations and this property. I have attached the most recently recorded Statement of Authority of the Trust.

- My legal authority to bind the Trust both financially and concerning this property is unlimited.
- My legal authority to bind the Trust financially and/or concerning this property is limited in the following manner:

All other Trustees and their authority to bind the Trust are listed and described here:

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

(d)

On behalf of Trust, I have reviewed the application for the (e) Rezoning

I understand the continuing duty to inform the City planner of any changes in my authority to bind the Trust or regarding any interest in the property, such as ownership, easement, right-of-way, encroachment, boundary disputes, lienholder and any other interest in the property.

- I and the Trustees have no knowledge of any possible conflicts between the boundary of the property and abutting properties.
- I and the Trustees have the following knowledge (indicate who has the knowledge) and evidence concerning possible boundary conflicts between the property and the abutting property(ies):

(f)

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

Signature of Partnership representative: *[Handwritten Signature]*

Printed name of person signing: Douglas A. Pritchard

State of FLORIDA)

County of SANTA ROSA) ss.

Subscribed and sworn to before me on this 27 day of April, 2022

by Douglas A. Pritchard

Witness my hand and seal.

My Notary Commission expires on



KIMBERLY SCHNEIDER
Commission # GG 266288
Expires October 19, 2022
Bonded Thru Budget Notary Services

[Handwritten Signature]
Notary Public Signature



State Documentary Fee
Date: April 25, 2022
\$37.00

Special Warranty Deed
(Pursuant to C.R.S. 38-30-113(1)(b))

Grantor(s), **ONB, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **312 RIMROCK CT, GRAND JUNCTION, CO 81507**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$370,000.00) ***Three Hundred Seventy Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **DOUGLAS A. PRITCHARD REVOCABLE TRUST**, whose street address is **6032 FIELDSTONE DRIVE, SUITE C, Baton Rouge, LA 70809**, City or Town of **Baton Rouge**, County of **East Baton Rouge** and State of **Louisiana**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

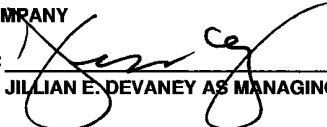
THE EAST 200 FEET OF THE SOUTH 97 FEET OF THE N1/2 S1/2 OF THE SE1/4 SE1/4 OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED MAY 10, 2006 IN BOOK 4153 AT PAGE 66, COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: **1215 NORTH 1ST STREET, GRAND JUNCTION, CO 81501**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to Statutory Exceptions.

Signed this day of **April 25, 2022**.

ONB, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: 
JILLIAN E. DEVANEY AS MANAGING MEMBER

State of **Colorado**)
)ss.
County of **MESA**)

The foregoing instrument was acknowledged before me on this day of **April 25th, 2022** by **JILLIAN E. DEVANEY, AS MANAGING MEMBER OF ONB, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: 11-15-25 
Notary Public

JULIANNA MCNEILL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19934017213
My Commission Expires November 15, 2025
County of Mesa

When recorded return to: **DOUGLAS A. PRITCHARD REVOCABLE TRUST**
6032 FIELDSTONE DRIVE, SUITE C, Baton Rouge, LA 70809



WHEN RECORDED DOUGLAS A. PRITCHARD REVOCABLE TRUST
RETURN TO: 6032 FIELDSTONE DRIVE, SUITE C
Baton Rouge, LA 70809



STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

- This Statement of Authority relates to an entity¹ named
DOUGLAS A. PRITCHARD REVOCABLE TRUST
- 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 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 checked="" type="checkbox"/> Trust
- The entity is formed under the laws of
- The mailing address for the entity is **6032 FIELDSTONE DRIVE, SUITE C, Baton Rouge, LA 70809**
- 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 **DOUGLAS A. PRITCHARD, AS TRUSTEE**
- The authority of the foregoing person(s) to bind the entity: is² not limited is limited as follows:
- Other matters concerning the manner in which the entity deals with interests in real property:
- This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S. ³
- This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this day of April ^{21st} 25th, 2022

DOUGLAS A. PRITCHARD REVOCABLE TRUST

By: *Douglas A. Pritchard*
DOUGLAS A. PRITCHARD AS TRUSTEE

State of FLORIDA)
)ss.
County of SANTA ROSA)

The foregoing instrument was acknowledged before me on this day of April ^{21st} 25th, 2022 by DOUGLAS A. PRITCHARD, AS TRUSTEE OF THE DOUGLAS A. PRITCHARD REVOCABLE TRUST

Witness my hand and official seal

My Commission expires: 11/19/22 *Kimberly Schneider*
Notary Public



KIMBERLY SCHNEIDER
Commission # GG 266288
Expires October 19, 2022
Bonded Thru Budget Notary Services

¹This form should not be used unless the entity is capable of holding title to real property.
²The absence of any limitation shall be prima facie evidence that no such limitation exists.
³The statement of authority must be recorded to obtain the benefits of the statute.



Neighborhood Meeting Notes for REZONING of:

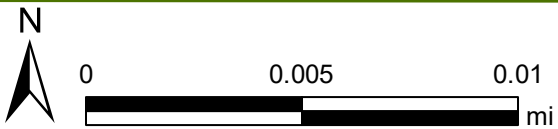
1215 North 1st Street Grand Junction, CO 81501

Neighborhood Meeting

- a. A neighborhood meeting was held via Zoom on May 12, 2022 5:30 Mountain Time. Meeting ID was 920 6858 2015

- b. Attendees included Ryan Pritchard, Douglas Pritchard, Zac Obst, Janel Green, and Daniella Acosta. Douglas Pritchard explained the rezoning desired. Daniella Acosta explained the process and then the meeting was open to questions. Janel Green asked if there were any plans to change the look of the exterior building. Douglas Pritchard answered that there are no such intentions. Janel Green said she wishes us the best of luck on the rezoning and welcome to the neighborhood. No further questions were asked. Meeting ended.

Site Map

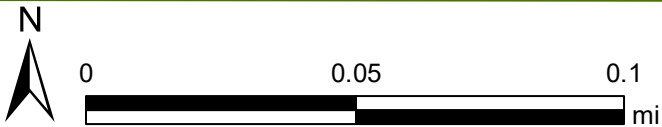


Printed: 6/22/2022

1 inch = 24 feet



Vicinity Map

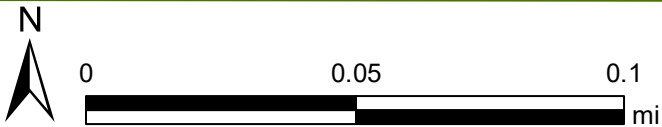


Printed: 6/22/2022

1 inch = 188 feet



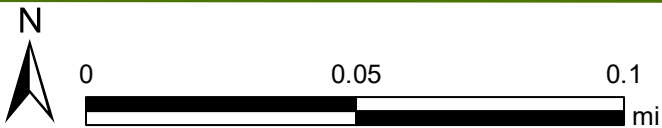
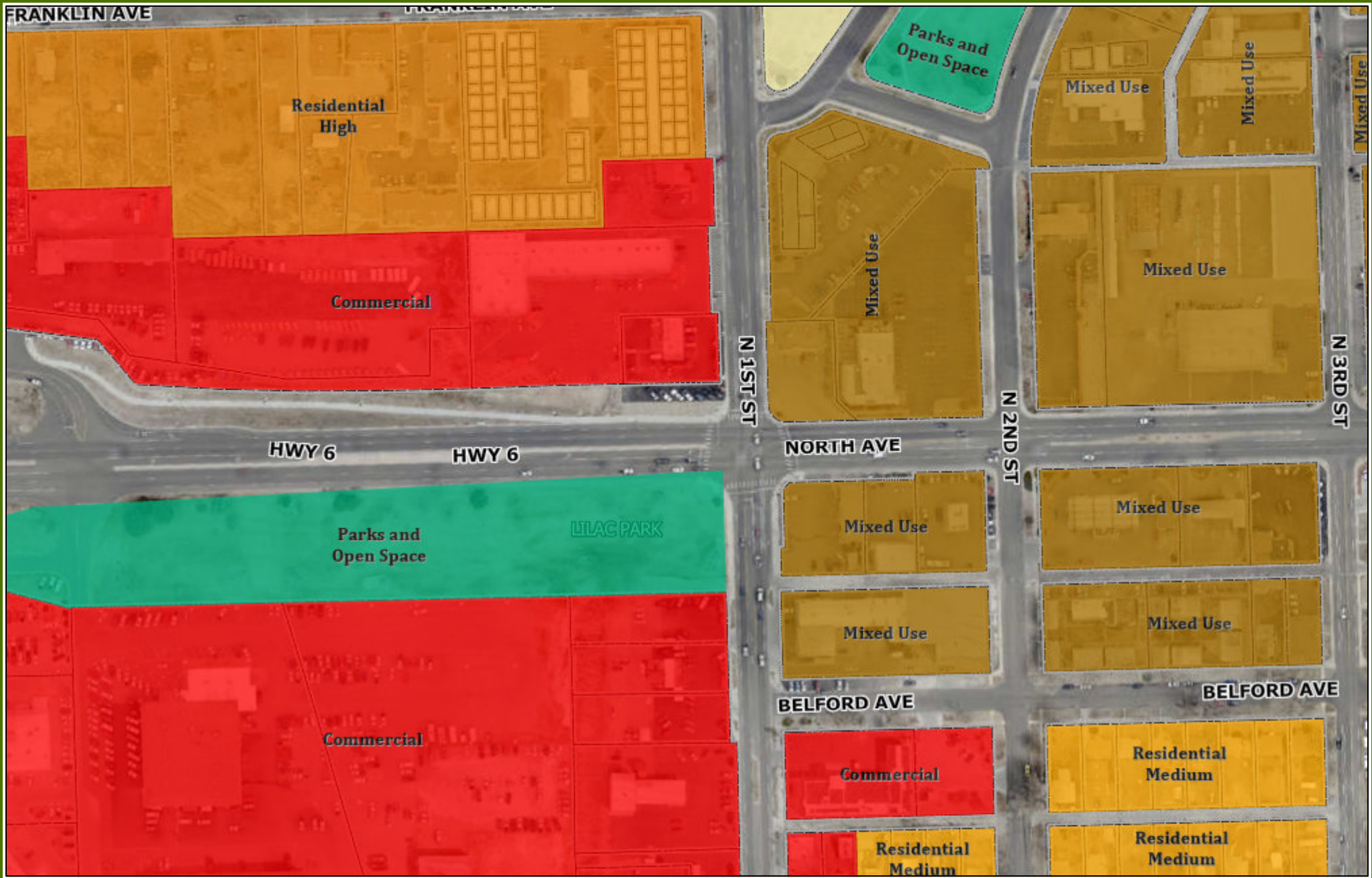
Zoning Map



Printed: 6/22/2022

1 inch = 188 feet

Comprehensive Future Land Use Map



Printed: 6/22/2022

1 inch = 188 feet

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING THE EAST 200 FEET OF THE SOUTH 97 FEET OF THE N1/2 S1/2 OF THE SE1/4 SE1/4 OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED MAY 10, 2006 IN BOOK 4153 AT PAGE 66, COUNTY OF MESA, STATE OF COLORADO 1215 N 1ST ST FROM R-O (RESIDENTIAL OFFICE) TO C-1 (LIGHT COMMERCIAL)

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code ("Code"), the Grand Junction Planning Commission recommended zoning the East 200 Feet Of The South 97 Feet Of The N1/2 S1/2 Of The Se1/4 Se1/4 Of Section 10, Township 1 South, Range 1 West Of The Ute Meridian, Except Right Of Way As Described In Deed Recorded May 10, 2006 In Book 4153 At Page 66, County Of Mesa, State Of Colorado, to the C-1 (Light Commercial) zone district. The Planning Commission found that the C-1 zoning is consistent with the Code, it conforms to and is consistent with the Future Land Use Map designation of Residential Medium of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible, as defined by the Code, with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the C-1 (Light Commercial) zone district is in conformance with 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 East 200 Feet Of The South 97 Feet Of The N1/2 S1/2 Of The Se1/4 Se1/4 Of Section 10, Township 1 South, Range 1 West Of The Ute Meridian, Except Right Of Way As Described In Deed Recorded May 10, 2006 In Book 4153 At Page 66, County Of Mesa, State Of Colorado is and shall be zoned C-1 (Light Commercial) in accordance with the Grand Junction Municipal Code.

Introduced on first reading this 6th day of June 2022 and ordered published in pamphlet form.

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

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council

DRAFT



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: July 20, 2022

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck Principal Planner

Information

SUBJECT:

2022 Community Development Block Grant (CDBG) Program Annual Action Plan

RECOMMENDATION:

Staff recommends approval of the action

EXECUTIVE SUMMARY:

City Council will conduct a public hearing and consider adoption of the Community Development Block Grant (CDBG) 2022 Annual Action Plan.

BACKGROUND OR DETAILED INFORMATION:

CDBG funds are an entitlement grant to the City of Grand Junction, which became eligible for funding in 1996. The 2022 Program Year marks the City's 27th year of eligibility. The City's 2022 Program Year will begin September 1, 2022. For each CDBG program year, a new Annual Action Plan is completed and adopted as part of the Five-Year Consolidated Plan. Applications for funding were solicited and received by the City in March 2022. On June 15, 2022, City Council approved the 2022 CDBG funding requests totaling \$441,451 for the sixteen activities listed below. The purpose of this hearing is to adopt the 2022 Annual Action Plan that will become year two of the Five-Year Consolidated Plan that was adopted in July 2021. The Draft 2022 Program Year Annual Action Plan is included as an attachment to this report.

CDBG 2022 Action Plan Projects		
	PROJECT	GRANT
1	CDBG Administration	\$25,000
2	HRWC Counseling	\$5,717
3	HRWC Emergency Payments	\$10,000
4	CEC Counseling	\$10,000
5	Eureka! Van Purchase	\$7,800
6	Meals on Wheels Food Purchase	\$15,000
7	REC BMS Transportation	\$7,800
8	HRWC Critical Repairs	\$10,000
9	HRWC Mobile Home Repairs	\$25,000
10	STRiVE Group Home Remodel	\$63,222
11	STRiVE Wood Shop Remodel	\$13,000
12	Hilltop Bacon Building Roof	\$39,871
13	27 Road Neighborhood Route	\$99,501
14	Rocket Park Safe Routes to School	\$40,000
15	HBGV Pathways Security System	\$49,864
16	Hilltop Resource Center Fencing	\$19,676

FISCAL IMPACT:

The 2022 CDBG Congressional appropriation to the City of Grand Junction is \$421,451 and the City has \$20,000 of unexpended funds from a previous program year to be allocated with the 2022 funds for a total allocation of \$441,451 which is included in the 2022 Amended Budget.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 59-22 regarding the 2022 Program Year Annual Action Plan as a part of the City of Grand Junction 2021 Five-Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program.

Attachments

1. DRAFT 2022 Annual Action Plan
2. RES-Adopting 2022 CDBG Annual Action Plan 071522

SECOND YEAR ANNUAL ACTION PLAN



2022

City of Grand Junction, Colorado

Community Development Block Grant (CDBG) Program
U.S. Department of Housing and Urban Development

The City of Grand Junction Community Development Block Grant (CDBG) 2022 Annual Action Plan was produced by the Grand Junction Community Development Division Office

For more information on the plan contact:

Para obtener más información sobre el plan ponerse en contacto:

Kristen Ashbeck
Principal Planner/CDBG Administrator
City of Grand Junction
Community Development Division
250 North 5th Street
Grand Junction, Colorado 81501

(970) 244-1491
kristena@gjcity.org

Written comments must be submitted to the City no later than July 14, 2022 at 5:00 pm

Los comentarios escritos deben ser presentados a la ciudad a más tardar el 14 de julio 2022 a las 5:00 pm

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

In 1996 the US Department of Housing and Urban Development (HUD) established Grand Junction as a community entitled to receive Community Development Block Grant (CDBG) funds. Every five years the City prepares and adopts a new five-year consolidated plan. The current Five-Year Consolidated Plan was adopted by the Grand Junction City Council in July 2021. In addition, each year the City prepares and adopts a program year action plan, which becomes a part of the five-year consolidated plan. Applications for CDBG funds are made available to all interested parties in February with a March deadline for each Program Year. Applications that are funded become a part of the respective program year action plan. The 2022 Program Year Annual Action Plan outlines how the City of Grand Junction intends to spend CDBG funds during the time period from September 1, 2022 through August 31, 2023.

The objectives and proposed outcomes identified in the 2022 Annual Action Plan are to address decent housing, human services and non-housing community development needs. Specific proposed outcomes and objectives for the 2022 Program Year that reflect the City's Five-Year Consolidated Plan objectives are discussed in the full Annual Action Plan report.

Summarize the Objectives and Outcomes Identified in the Plan

The 2021 Five-Year Consolidated Plan integrates economic, physical, environmental, community and human development activities in Grand Junction in a comprehensive and coordinated manner so that agencies, groups, and all citizens can work together to improve the quality of life of its residents. Consolidated Plan objectives and specific needs have been identified along with actions that define how the community will respond over the life of the Five-Year Consolidated Plan. The Consolidated Plan has three Objectives:

Create a Suitable Living Environment

1. Need for Non-Housing Community Development Infrastructure
2. Need for Neighborhood Program
3. Special Needs Populations and Other Human Service Needs
4. Youth

Provide Decent Affordable Housing

1. Increase the inventory of affordable housing units
2. Address lead-based paint hazards
3. Prevent and Reduce Homelessness

Create Economic Opportunities

1. Childcare
2. Economic Development

Proposed objectives and outcomes within the 2020 Program Year include the activities listed in section AP-35, shown on the following map and summarized by goal to be addressed below.

1. CDBG program administration and furthering fair housing - administer program including staff salary, subrecipient monitoring, reporting, public participation, training, and fair housing activities .
2. Suitable Living Environment - Non-Housing: STRiVE Remodel Shop - Place of Employment for Disabled; Hilltop Bacon Campus Community Resource Building Roof Replacement; Hilltop Resource Center Fencing; Safe Neighborhood Route 27 Road South of Highway 50; and Safe Routes to School Rocket Park Crosswalk.
3. Suitable Living Environment - Homeless: HomewardBound Pathways Shelter Security System.
4. Suitable Living Environment - Services: CEC Low Income Counseling; Eureka! Science Museum Transportation; Meals on Wheels Food Purchase; and Riverside Educational Center Bookcliff Middle School After School Program Transportation.
5. Decent Affordable Housing: STRiVE Group Home Rehabilitation; Housing Resources of Western Colorado Housing Counseling and Support; Housing Resources of Western Colorado Emergency Payments for Housing Stability; Housing Resources of Western Colorado Critical Home Repair; and Housing Resources of Western Colorado Emergency Repair for Mobile Homes.

Evaluation of Past Performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The past performance of the City of Grand Junction and its CDBG subrecipients has been thorough and timely. Many persons with low and moderate income have benefited through housing activities, human services and community facilities construction. A summary of the CDBG activities for the previous program year with progress status is provided below.

2021 Program Year – Activities Underway Except as Noted

- Program Administration
- CEC Low Income Counseling (Completed)
- HopeWest Extended Caregiver Support
- STRiVE Repair Accessible Bus (Completed)
- REC Chipeta Elementary Transportation (Completed)
- Partners WCCC Vehicle (Completed)
- HomewardBound Homeless Shelter Remodel
- Grand Valley Catholic Outreach Pre-Development Costs
- MindSprings Health Oasis Day Center Rehabilitation
- Karis Inc. The House Remodel

- Housing Resources of Western Colorado Mobile Home Repair
- Housing Resources of Western Colorado Critical Home Repair
- Safe Routes to School 27 Road Unaweeep to B.75 Road

All Consolidated Plan Objectives will be monitored and reported to the U.S. Department of Housing and Urban Development (HUD) by their outcomes. This outcome and performance-based measurement includes 1) availability/accessibility; 2) affordability; and 3) sustainability, promoting livable and viable communities.

Though the competition for CDBG funds has continually increased since program inception and the amount of annual CDBG funds remains steady, the City will continue to make an effort to balance disbursement of these funds between the various needs of the community over the course of the Five-Year Consolidated Plan.

Summary of Citizen Participation Process and Consultation Process

The City has adopted a Citizen Participation Plan to describe citizen involvement in the Five-Year Consolidated Plan and Annual Action Plans. The City's Community Development Department, as lead agency for the Consolidated Plan and Action Plan, has invited human service agencies and citizen involvement. The findings and needs identified by those who serve and work with the low/moderate income populations are the basis of the Plan. The City has met the requirements of the Citizens Participation Plan by publishing public notices and holding public meetings.

A meeting was held in February 2022 to inform and receive input from the public. Invitations were mailed to 70 citizens, housing entities and human service providers throughout the area. An advertisement was placed in the Daily Sentinel inviting citizens to participate. Efforts to broaden public participation included invitations to and working with agencies that serve minority, disabled and special needs populations regarding CDBG applications for funding. These agencies include the Riverside Task Force Inc, Mind Springs Health, STRIVE, Hilltop Community Resources, Meals on Wheels, Foster Grandparents, Western Colorado Center for Children, Riverside Education Center and The Arc of Mesa County. Of these, applications were received from STRiVE, Hilltop Community Resources, Meals on Wheels and Riverside Education Center. In total, the City received 21 requests for CDBG funding that totaled \$634,343 (excluding administration funds request).

On June 15, 2022 a public hearing before City Council was held to discuss projects and determine funding for the 2022 Program Year. On July 20, 2022 City Council will conduct a public hearing to seek public comment and consider adoption of the 2022 Annual Action Plan. The City of Grand Junction will, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities to participate in City Council meetings; none were requested for the June 15, 2022, public meeting; aids and services will be available for the July 20, 2022 public meeting.

A 30-day public review period will occur from June 13 to July 14, 2022. The Annual Action Plan will be available in the City Community Development Department, the City Clerk's office and on the City's web

site. A note in Spanish language is included on the cover page that the Community Development Department should be contacted if someone requests the document in the Spanish language. The City also has phone translation services available as requested.

Legal notices for public meetings were placed in the local newspaper, in both English and Spanish. In addition, the legal notice for the Annual Action Plan public hearing included a statement regarding the location of the public hearing. City Hall is accessible to people with disabilities: "The City of Grand Junction will, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities to participate in City Council meetings. If you are planning to attend the public meeting and require special assistance, please notify the City Clerk's office at 970-244-1509 at least one day in advance to the meeting. TDD access is available through Colorado Relay at 711."

Summary of Public Comments

The opportunities for public input described above comply with the City's CDBG Citizen Participation Plan. This section will be updated after the public hearings are completed.

Summary of Comments Not Accepted and the Reasons for Not Accepting Them

This section will be updated after the public hearings are completed.

PR-05 Lead & Responsible Agencies – 91.200(b)

Agency Role	Name	Department/Agency
Lead Agency	GRAND JUNCTION	
CDBG Administrator	GRAND JUNCTION	Community Development Department

Table 1 – Responsible Agencies

The City of Grand Junction is the lead agency administering the development and implementation of this plan. The Grand Junction Housing Authority, Housing Resources of Western Colorado, the Mesa County Departments of Health and Human Services, and many local nonprofit and faith-based organizations are key stakeholders and decision-makers in administering activities described in the plan. The City of Grand Junction is entering its second year of its current Five-year Consolidated Plan. This plan covers requirements for use of those funds. The time period covered by this plan is September 1, 2022 through August 31, 2023.

Consolidated Plan Public Contact Information

City of Grand Junction Community Development Department
 Kristen Ashbeck AICP Principal Planner/CDBG Administrator
 250 North 5th Street
 Grand Junction Colorado 81501
 970-244-1491
 kristena@gjcity.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

Development of the Five-Year Consolidated Plan and each subsequent Annual Action Plan is a community effort, managed by the City of Grand Junction. The City conducts consultations and communicates electronically with representatives of various organizations, and meets in focus groups to formulate the Plans. The community entities played a major role in identifying the needs of low and moderate income persons in the Grand Junction area. The primary participating agencies are summarized in Table 2.

Summary of Activities to Enhance Coordination between Housing providers and Governmental Health, Mental Health and Service Agencies - 91.215(I)

The City of Grand Junction provides for and encourages citizen participation, especially by: very low, low and moderate income persons; persons that live in areas that CDBG funds are proposed to be used; persons living in slum and blighted areas; minority residents; residents of assisted housing; non-English speaking persons; persons with disabilities; and nonprofit agencies who are currently providing direct services to the persons above. The City encourages participation through the CDBG planning process, including identification of priority needs, adoption of goals, objectives and strategies, development of the Five-Year Consolidated Plan and Annual Action Plans, substantial amendments to the plans, and the Consolidated Annual Performance and Evaluation Report. In addition, the City has on-going interaction with these agencies as sub-recipients or through participation in various local organizations and ad-hoc work groups.

Coordination with the Continuum of Care and Efforts to Address the Needs of Homeless Individuals and Families

The Continuum of Care is a local system for helping people experiencing or are at imminent risk of homelessness by providing housing and services appropriate to the range of needs in the community. The most recent point in time survey was conducted in January 2022 and resulted in an estimated population of 654 sheltered and 451 unsheltered homeless persons. In Grand Junction, the Shelter component is served by: Community Homeless Shelter, Rescue Mission, Grand Valley Catholic Outreach (GVCO), Karis, Inc. and the Latimer House. Food and Day Services are provided by GVCO Day Center and Soup Kitchen, District 51 REACH, KidsAid program, Salvation Army Day Center and food banks. The Housing component is provided by the Grand Junction Housing Authority (GJHA) Next Step program, the Phoenix Project, Pathways Village, GVCO Permanent Supportive Housing and Karis, Inc. Case Management is covered by many agencies but primarily GVCO, GJHA and HomewardBound. The City coordinates with all of these agencies in various ways as described above.

Consultation with the Continuum(s) of Care to Determine Allocation and Use of ESG Funds

The City of Grand Junction does not receive ESG Funds but does provide letters of support/certification for other agencies that seek these funds, indicating that its goals are consistent with the adopted Five-Year Consolidated Plan.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Grand Junction
	Agency/Group/Organization Type	Other government - Local Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Housing Public Infrastructure
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Grand Junction is the lead coordinating agency for development of the Consolidated Plan and subsequent Annual Action Plans. Several departments helped identify non-housing community development needs.
2	Agency/Group/Organization	Grand Junction Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Families with children Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Grand Junction Housing Authority participates in focus group and public meetings, provides data and reviews draft sections of the Plan. The agency was interviewed by the City's consultant for the Grand Valley Housing Needs Assessment (HNA). The information provided was used to develop the HNA and Analysis of Impediments to Fair Housing Choice which, in turn, helped guide the 2021-2025 Consolidated Plan and subsequent Annual Action Plans. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.

3	Agency/Group/Organization	Housing Resources of Western Colorado
	Agency/Group/Organization Type	Housing Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Housing Resources of Western Colorado participates in focus group and public meetings, provides data and reviews draft sections of the Plan. The agency was interviewed by the City's consultant for the Grand Valley Housing Needs Assessment (HNA). The information provided was used to develop the HNA and Analysis of Impediments to Fair Housing Choice which, in turn, helped guide the 2021-2025 Consolidated Plan and subsequent Annual Action Plans. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.
4	Agency/Group/Organization	Grand Valley Catholic Outreach
	Agency/Group/Organization Type	Housing Services-homeless Services-Employment Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Anti-poverty Strategy

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Grand Valley Catholic Outreach participates in focus group and public meetings, provides data and reviews draft sections of the Plan. The agency was interviewed by the City's consultant for the Grand Valley Housing Needs Assessment (HNA). The information provided was used to develop the HNA and Analysis of Impediments to Fair Housing Choice which, in turn, helped guide the 2021-2025 Consolidated Plan and subsequent Annual Action Plans. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.</p>
5	<p>Agency/Group/Organization</p>	<p>MESA COUNTY</p>
	<p>Agency/Group/Organization Type</p>	<p>Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Services-Employment Health Agency Child Welfare Agency Other government - County Major Employer</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Non-Homeless Special Needs Economic Development</p>

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Various departments of the Mesa County government participate in focus group and public meetings, provide data and reviewed draft sections of the Plan. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.
6	Agency/Group/Organization	Mind Springs Health West
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Mind Springs Health participates in focus group and public meetings and provide data. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.
7	Agency/Group/Organization	STRiVE
	Agency/Group/Organization Type	Housing Services-Children Services-Persons with Disabilities Services-Health Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	STRiVE participates in focus group and public meetings, provided data and review draft sections of the Plan. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.
8	Agency/Group/Organization	Hilltop Health Services Corporation
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Hilltop participates in focus group and public meetings and provide data. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.
9	Agency/Group/Organization	HomewardBound of the Grand Valley
	Agency/Group/Organization Type	Housing Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	HomewardBound participates in focus group and public meetings, provide data and review draft sections of the Plan. Representatives from 24 agencies that provide services in the areas of housing, health, homeless, advocacy, education, neighborhood engagement, community development, fair housing, human services, and substance abuse attend meetings. Discussions help identify the priority needs for the Consolidated Plan.
10	Agency/Group/Organization	Latin Anglo Alliance
	Agency/Group/Organization Type	Business Leaders Civic Leaders Mnority Services
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Latin Anglo Alliance was invited to participate in focus group and public meetings but had limited participation. They have, in the past, participated in the CDBG application process and submitted grant applications.

Identify Agency Types Not Consulted

The entities that represent minorities were contacted during the planning process but there was limited participation. The primary agencies representing minority populations that did participate were the Riverside Task Force and the Riverside Educational Center.

Other Planning Efforts Considered when Preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Homeless Coalition	Goals regarding homeless activities in the Consolidated Plan overlap with the goals and priorities of the Continuum of Care plan.
Analysis of Impediments to Fair Housing Choice	City of Grand Junction	Goals regarding the development of housing are consistent with findings of impediments and actions in the Analysis of Impediments to Fair Housing Choice.
Grand Valley Housing Needs Assessment and Housing	City of Grand Junction	Goals regarding the development of affordable housing, homelessness and special needs housing align with those identified in the Grand Valley Housing Needs Assessment completed in 2021.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

Summary of Citizen Participation Process

Citizen participation largely occurs through the various agencies whose Board members are citizens, business leaders and civic leaders. Goals are set within each organization as to current operations and future expansion, new projects or new programs and services. In turn, those goals are often directly translated into overall goals for the community's Five-Year Consolidated Plan. Refer to the summary of citizen participation for the 2022 Annual Action Plan in the table on the following pages.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	The virtual public meeting was advertised in the newspaper and on the City's website. Individual invitations to over 65 agencies were individually emailed or mailed. 33 people were in attendance at the meeting and several others were unable to attend but requested application materials.	CDBG administration staff provided information about the 2022 Program Year grant process and those in attendance asked questions about the application, the funding available, HUD regulations and potential activities.	There were no comments that were not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	June 15, 2022 Public Hearing. Four persons representing subrecipients attended the public hearing for this item.	Three of the four persons spoke to inform City Council of their activities in the community and thank them for the CDBG funding support.	There were no comments received that were not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>July 20, 2022 Public Hearing - This section will be updated after the public hearing is completed.</p>	<p>This section will be updated after the public hearings are completed.</p>	<p>This section will be updated after the public hearings are completed.</p>	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

The only Federal resources available to the City of Grand Junction are Community Development Block Grant funds. However, other agencies and organizations in the community are able to leverage funds from other sources including the Housing Choice Voucher Program, Low Income Housing Tax Credits, the Weatherization Program, Energy Assistance Programs, NeighborWorks, SBG and ESG funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	421,451	0	20,000	441,451	1,260,000	

Table 5 - Expected Resources – Priority Table

Leveraged Funds

The City of Grand Junction shares HUD’s goals of using CDBG funds to seed programs and projects that will ultimately prove financially self-sufficient and demonstrate growth in the program or service provided. The City of Grand Junction does not have matching requirements for CDBG funds. However, as the City is assessing projects for potential funding, the ability of the applicant to leverage other funding sources whether public or private to complete a proposed project is reviewed. In many cases, recipients have been able to leverage other public and

private funding sources by using CDBG dollars for the required local match.

The funds provided by the City's CDBG program have leveraged a substantial amount of other public and private resources despite difficult economic circumstances in recent years. The amount of funds leveraged by subrecipients is reported in the CAPER each Program Year. Typically, for every one CDBG dollar allocated, subrecipients are able to leverage five times that from other public and/or private resources.

Public Property Used to Address the Needs Identified in the Plan

Some activities within the non-housing community development goals will be accomplished within City rights-of-way and on City-owned properties to be able to make infrastructure and facilities improvements that will benefit low- and moderate-income neighborhoods in Grand Junction. These projects include improvements to streets, utilities and parks and recreation facilities.

AP-20 Annual Goals and Objectives – 91.420, 91.220(c)(3) and (e)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Suitable Living Environment - Non-Housing	2021	2025	Non-Housing Community Development	Census Tracts City-Wide	Non-Housing Infrastructure and Facilities	CDBG: \$212,048	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 16687 Persons Assisted
2	Suitable Living Environment - Homeless	2021	2025	Homeless Non-Housing Community Development Special Needs Populations and Other Human Services	City-Wide	Homeless	CDBG: \$49,864	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1740 Persons Assisted
3	Suitable Living Env - Special Needs/Minorities	2021	2025	Non-Housing Community Development Special Needs Populations and Other Human Services	Census Tracts City-Wide	Special Needs Populations and Other Human Services	CDBG: \$40,600	Public service activities other than Low/Moderate Income Housing Benefit: 40600 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Decent Affordable Housing	2021	2025	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	City-Wide	Special Needs Populations and Other Human Services Increase the Inventory of Affordable Housing Units	CDBG: \$113,939	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 345 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Suitable Living Environment - Non-Housing
	Goal Description	The 2022 CDBG activities addressing this goal include: STRiVE Remodel Wood Shop, Hilltop Bacon Campus Community Building Roof, Resource Center Fencing, Safe Neighborhood Route 27 Road South of Highway 50 and Safe Routes to School Rocket Park Crosswalk.
2	Goal Name	Suitable Living Environment - Homeless
	Goal Description	The 2022 CDBG activity addressing this goal is the Pathways Shelter Security System.
3	Goal Name	Suitable Living Env - Special Needs/Minorities
	Goal Description	The 2022 CDBG activities addressing this goal include: CEC Low Income Counseling Services, Eureka! Science Museum Van Purchase, Meals on Wheels Food Purchase and REC Bookcliff Middle School After School Program Transportation.

4	Goal Name	Decent Affordable Housing
	Goal Description	This 2022 CDBG activities addressing this goal include: HRWC Housing Counseling and Support, HRWC Emergency Payment Assistance, HRWC Critical Repair Program, HRWC Emergency Repair for Mobile Homes Program and the STRiVE Group Homes Remodel.

AP-35 Projects – 91.220(d)

The purpose of the Program Year Annual Action Plan is to identify One-Year Strategies for each of the Objectives set in the Five-Year Consolidated Plan. The Consolidated Plan strategies are accomplished by utilizing a variety of resources including the annual allocation of CDBG funds. For each program year, a new one-year action plan is completed and adopted as part of the Five-Year Consolidated Plan. On June 15, 2022 the Grand Junction City Council approved 2022 CDBG funding requests totaling \$441,451 (\$421,451 allocation plus \$20,000 unexpended funds from previous year) for sixteen activities which will be made a part of the 2022 Action Plan. The total amount is based on the City’s allocation for the 2022 Program Year.

#	Project Name
1	Program Administration
2	HRWC Housing Counseling and Support
3	HRWC Maintain Housing Stability
4	CEC Low Income Counseling Program
5	Eureka! McConnell Science Museum Purchase Vehicle
6	Meals on Wheels Food Purchase
7	REC Bookcliff Middle School Transportation
8	HRWC Critical Repair Program
9	HRWC Emergency Repair for Mobile Homes
10	STRiVE Group Home Remodel
11	STRiVE The Wood Shop Remodel
12	Hilltop Bacon Campus Community Resource Building Roof
13	Safe neighborhood Route 27 Road South of Highway 50
14	Safe Routes to School Rocket Park Crosswalk
15	HBGV Pathways Security System
16	Hilltop Resource Center Fencing

Table 8 - Project Summary

Allocation Priorities and Obstacles to Addressing Underserved Needs

All funds are expended within the City limits or are directed to services and public improvements for city residents. The City does not limit the use of CDBG funds to any specific location within the City. Nor does the City limit the use of CDBG funds to any groups based on race, minority or ethnic concentration. All funds will be used for persons with low to moderate income within the City limits. CDBG allocation priorities are based on need, income level of persons to be served and whether or not a proposed activity meets one of the national objectives and the City’s objectives outlined in the Five-Year Consolidated Plan. All CDBG funds received from HUD during the 2021-2025 timeframe will be used to address at least one of the priority need categories outlined in the Five-Year Consolidated Plan. Allocation of investments must be within the City limits and, as applicable, in areas of low to moderate income which are more prevalent in the central and east/southeast parts of the city. Areas of

racial/minority concentration are more prevalent in the central and eastern parts of the city. Refer to the map of the locations of the 2022 project locations included in Section AP-05.

AP-38 Project Summary (Table 9)

1	Project Name	Program Administration
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Non-Housing Decent Affordable Housing Suitable Living Environment - Homeless Suitable Living Env - Special Needs/Minorities
	Needs Addressed	Non-Housing Infrastructure and Facilities Special Needs Populations and Other Human Services Increase the Inventory of Affordable Housing Units Homeless
	Funding	CDBG: \$25,000
	Description	The 2022 program year will incur typical staff time from previous years to cover a portion of staff salary, training, advertising, and HUD reporting requirements.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	City-Wide
	Planned Activities	General program administration, fair housing activities, annual reports to HUD
2	Project Name	HRWC Housing Counseling and Support
	Target Area	City-Wide
	Goals Supported	Decent Affordable Housing
	Needs Addressed	Support Retention of Affordable Housing Units
	Funding	CDBG: \$5,717

	Description	The mission of HRWC is to advance equitable housing and create healthy communities by educating and empowering people and creating, improving and maintain homes. Primary programs are property management, weatherization, self-help homeownership, housing rehabilitation, housing counseling and education and community building and engagement. CDBG funds are requested for general administration of the Housing Counseling and Education program including salaries and administrative costs of the counseling.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 293 families will benefit from the proposed activities.
	Location Description	524 30 Road
	Planned Activities	CDBG funds are requested for general administration of the Housing Counseling and Education program including salaries and administrative costs of the counseling.
3	Project Name	HRWC Maintain Housing Stability
	Target Area	City-Wide
	Goals Supported	Decent Affordable Housing
	Needs Addressed	Support Retention of Affordable Housing Units
	Funding	CDBG: \$10,000
	Description	The mission of HRWC is to advance equitable housing and create healthy communities by educating and empowering people and creating, improving and maintain homes. Primary programs are property management, weatherization, self-help homeownership, housing rehabilitation, housing counseling and education and community building and engagement. CDBG funds are requested to continue to maintain housing stability for families in the community when faced with the possibility of eviction or foreclosure. Funds would be used to provide emergency payments.
	Target Date	8/31/2023

	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 16 low- and moderate-income families will be assisted by this activity.
	Location Description	524 30 Road
	Planned Activities	CDBG funds would be used to provide emergency payments.
4	Project Name	CEC Low Income Counseling Program
	Target Area	City-Wide
	Goals Supported	Suitable Living Env - Special Needs/Minorities
	Needs Addressed	Special Needs Populations and Other Human Services
	Funding	CDBG: \$10,000
	Description	CEC provides counseling to individuals in crisis or those dealing with difficult emotional issues and ensures access to professional counseling, regardless of income or ability to pay. CDBG funds would provide subsidy for 362 more counseling sessions for at least 36 individuals.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	CDBG funds would provide subsidy for 362 more counseling sessions for at least 36 individuals.
	Location Description	2708 Patterson Road
	Planned Activities	CDBG funds would provide subsidy for 362 more counseling sessions for at least 36 individuals.
5	Project Name	Eureka! McConnell Science Museum Purchase Vehicle
	Target Area	City-Wide
	Goals Supported	Suitable Living Env - Special Needs/Minorities
	Needs Addressed	Special Needs Populations and Other Human Services
	Funding	CDBG: \$7,800

	Description	Eureka!'s hands-on science programs provide local students over 150,000 STEAM learning hours each year. The programs serves nearly 4,000 students and seek to provide equitable access to educational enrichment and increase opportunities for low-income and underserved youth to participate in hands-on science and outdoor learning experiences. CDBG funds will be used to purchase a transit van, which will increase Eureka!'s ability to serve more low-income and underserved youth that otherwise lack access to transportation necessary for the to participate.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 250 persons will benefit from the proposed activity.
	Location Description	1400 North 7 th Street
	Planned Activities	CDBG funds will be used to purchase a transit van, which will increase Eureka!'s ability to serve more low-income and underserved youth that otherwise lack access to transportation necessary for the to participate.
6	Project Name	Meals on Wheels Food Purchase
	Target Area	City-Wide
	Goals Supported	Suitable Living Env - Special Needs/Minorities
	Needs Addressed	Special Needs Populations and Other Human Services
	Funding	CDBG: \$15,000
	Description	Meals on Wheels serves hot and nutritious lunchtime meals for Mesa County seniors age 60 and older. The program fosters health, independence and wellbeing. Each weekday it produces 500-600 meals from its downtown Grand Junction kitchen.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 1,080 persons will receive benefit from this activity.
	Location Description	551 Chipeta Avenue
	Planned Activities	CDBG funds would be used to offset the cost of food for an estimated 10% growth in the program.

7	Project Name	REC Bookcliff Middle School Transportation
	Target Area	Census Tracts
	Goals Supported	Suitable Living Env - Special Needs/Minorities
	Needs Addressed	Special Needs Populations and Other Human Services
	Funding	CDBG: \$7,800
	Description	Riverside Educational Center provides structured tutoring and educational enrichment activities in the after-school hours and beyond for Mesa County students in grades 1-12, in order to improve academic achievement and foster positive social and emotional development. REC provides transportation home for students enrolled in REC programming at Bookcliff Middle School.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated 191 persons will benefit from this activity.
	Location Description	540 29-1/4 Road
	Planned Activities	CDBG funds would be used to purchase a 14-passenger bus for this purpose.
8	Project Name	HRWC Critical Repair Program
	Target Area	City-Wide
	Goals Supported	Decent Affordable Housing
	Needs Addressed	Retain the Inventory of Affordable Housing Units
	Funding	CDBG: \$10,000
	Description	The mission of HRWC is to advance equitable housing and create healthy communities by educating and empowering people and creating, improving and maintain homes. Primary programs are property management, weatherization, self-help homeownership, housing rehabilitation, housing counseling and education and community building and engagement. CDBG funds would be used for critical homes for households of low- and moderate-income.
	Target Date	8/31/2023

	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 15 households will receive benefit from this activity.
	Location Description	City-Wide
	Planned Activities	CDBG funds would be used for critical home repairs for households of low- and moderate-income.
9	Project Name	HRWC Emergency Repair for Mobile Homes
	Target Area	City-Wide
	Goals Supported	Decent Affordable Housing
	Needs Addressed	Retain the Inventory of Affordable Housing Units
	Funding	CDBG: \$25,000
	Description	The mission of HRWC is to advance equitable housing and create healthy communities by educating and empowering people and creating, improving and maintain homes. Primary programs are property management, weatherization, self-help homeownership, housing rehabilitation, housing counseling and education and community building and engagement.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 5 households will benefit from this activity.
	Location Description	City-Wide
Planned Activities	CDBG funds would be used to make emergency repairs for mobile homes.	
10	Project Name	STRiVE Group Home Remodel
	Target Area	City-Wide
	Goals Supported	Decent Affordable Housing
	Needs Addressed	Increase the Inventory of Affordable Housing Units
	Funding	CDBG: \$63,222

	Description	STRiVE provides a variety of support for Mesa County residents with intellectual/developmental disabilities and their families. Services include group homes, vacation and day programs, supported living and family support and infant/toddler early intervention. CDBG funds would be used to replace air conditioning units in two group homes that house a total of 16 individuals and a new heater at the Wood Shop which employs STRiVE clients.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	A total of 16 persons reside in the group homes to be remodeled through this activity.
	Location Description	2746 Olson Avenue and 680 29-1/2 Road
	Planned Activities	CDBG funds would be used to replace air conditioning units in two group homes that house a total of 16 individuals.
11	Project Name	STRiVE The Wood Shop Remodel
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Infrastructure and Facilities Special Needs Populations and Other Human Services
	Funding	CDBG: \$13,000
	Description	STRiVE provides a variety of support for Mesa County residents with intellectual/developmental disabilities and their families. Services include group homes, vacation and day programs, supported living and family support and infant/toddler early intervention. CDBG funds would be used for a new heater at the Wood Shop which employs STRiVE clients.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	23 STRiVE clients employed at the Wood Shop will benefit from this activity.
	Location Description	2850 Chipeta Avenue
Planned Activities	CDBG funds would be used for a new heater at the Wood Shop which employs STRiVE clients.	

12	Project Name	Hilltop Bacon Campus Community Resource Building Roof
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Infrastructure and Facilities
	Funding	CDBG: \$39,871
	Description	Hilltop has been serving individuals and families in Western Colorado since 1950 with an array of programs and services that cover the lifespan from pre-natal health care access to assisted living. The Bacon Campus has been home to housing and services for brain-injured persons with 130 residents.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	145 persons will benefit from this activity.
	Location Description	1405 Wellington Avenue
	Planned Activities	CDBG funds would be used for roofing repairs on the Community Resource building on the campus that includes the dining hall, kitchen, staff and nursing offices, meeting room and life skills training area.
13	Project Name	Safe Neighborhood Route 27 Road South of Highway 50
	Target Area	Census Tracts
	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Infrastructure and Facilities
	Funding	CDBG: \$99,501
	Description	Expand the SRTS improvements along 27 Road to complete a connected corridor south of US Highway 50. North section was previously approved. Construct 620 feet of curb, gutter and sidewalk and 2 accessible ramps.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	The neighborhood with a population of 8,772 will benefit from this project.

	Location Description	27 Road from U.S. Highway 50 south to B-1/2 Road
	Planned Activities	Construct 620 feet of curb, gutter and sidewalk and 2 accessible ramps. The City would need to budget for \$40,499 in its 2023 capital improvements plan to complete this project.
14	Project Name	Safe Routes to School Rocket Park Crosswalk
	Target Area	Census Tracts
	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Infrastructure and Facilities
	Funding	CDBG: \$40,000
	Description	Provide a safe, accessible crossing of Orchard Avenue to provide access to Rocket Park, GVT stops and nearby schools.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	The neighborhood with a population of 4,627 will benefit from this project.
	Location Description	Orchard Avenue at 26 th Street
	Planned Activities	Construct 120 feet of curb, gutter and sidewalk, 2 accessible ramps and 1 crosswalk.
15	Project Name	HBGV Pathways Security System
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Homeless
	Needs Addressed	Homeless
	Funding	CDBG: \$49,864
	Description	HomewardBound provides emergency shelter for up to 270 individuals per night, with each guest having access to a clean bed, meals, showers/toiletries, clothing and a safe place to stay during the day.
	Target Date	8/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,740 persons will benefit from this activity.

	Location Description	562 and 564 29 Road
	Planned Activities	CDBG funds will be used to improve the security system at the Pathways Family Shelter.
16	Project Name	Hilltop Resource Center Fencing
	Target Area	City-Wide
	Goals Supported	Suitable Living Environment - Non-Housing
	Needs Addressed	Non-Housing Infrastructure and Facilities
	Funding	CDBG: \$19,676
	Description	Hilltop has been serving individuals and families in Western Colorado since 1950 with an array of programs and services that cover the lifespan from pre-natal health care access to assisted living.
	Target Date	8/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 3,120 persons will benefit from this activity.
	Location Description	1129 Colorado Avenue
	Planned Activities	CDBG funds would be used to provide fencing around an area that has a concrete slab to basketball and grass to improve safety for the youth and families that use the area while participating in Hilltop program activities.

AP-50 Geographic Distribution – 91.220(f)

All funds are expended within the City limits or are directed to services and public improvements for city residents. The City of Grand Junction does not limit the use of CDBG funds to any specific geographical location within the City. Nor does the City of Grand Junction limit the use of CDBG funds to any specific groups based on race, minority or ethnic concentration. All funds will be used to serve persons with low to moderate income who live within the Grand Junction city limits. CDBG allocation priorities are based on need, income level of persons to be served and whether or not a proposed activity meets one of the national objectives and the City’s objectives outline in the Five-Year Consolidated Plan. All CDBG funds received from HUD during the 2021-2025 timeframe will be used to address at least one of the priority need categories outlined in the Five-Year Consolidated Plan.

Target Area	Percentage of Funds
Census Tracts	33
City-Wide	67

Table 10 - Geographic Distribution

Rationale for Geographic Allocation Priorities

Allocation of investments must be within the City limits and, as applicable, in areas of low to moderate income households. These areas are more prevalent in the central and east/southeast parts of the city and areas of racial/minority concentration are more prevalent in the central and eastern parts of the city. Refer to the map included in AP-05 that illustrates the locations of the 2022 Program Year projects.

AP-55 Affordable Housing – 91.220(g)

The housing stock in the Grand Junction area rose to 27,973 units reported in the 2019 ACS data. Owner-occupied units accounts for 58.1% of total units, up from 56.4% reported in 2014 ACS data. There was a decrease in the number of vacant units. 6.3% of housing units were vacant in 2010, and 2017 ACS data indicates 1,594 units or 5.7% housing units are vacant. This is a slight increase over the number of units vacant reported in the previous Five-Year Consolidated Plan. This number is a concern since they are not available to the market which has the capacity and need for more units. However, these units may present opportunities for rehabilitation and should be further assessed.

In terms of housing production, the number of permits issued for construction for all units in Mesa County peaked in 2006 before declining sharply a decade ago. Since then, the number of new permits per year has steadily risen over the past decade. As measured between the 2014 and 2019 ACS data, the type of housing has shifted slightly. Most (72.6%) of the housing stock has been built since 1970. The proportion of single-family homes has remained steady, accounting for 73.5 percent of the housing stock in 2014 data and 72.9% of the housing stock reported in 2019 ACS data. All other housing types has remained steady as well during this time.

The median home value increased to \$237,100 reported in the 2019 ACS data which is a 10% increase over the 2010 data. The 2019 ACS data also reported a 1.8 % vacancy for rental units with a median rent

of \$770 which is 23% increase since 2010. Households that experience housing problems such as overcrowding, substandard utilities and cost burdens are considered to have unmet housing needs. There were 9,000 such households reported in the most 2019 ACS data. The most common type of housing problem is cost burden - households that spend more than 30% of their income on housing.

Based on this evaluation and the *Grand Valley Housing Needs Assessment*, the highest need is for rental assistance for lower income housing and those with special needs to ease cost burdens; provision of more affordable multifamily units; and provision of more transitional and emergency housing.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	329
Special-Needs	2
Total	331

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	16
The Production of New Units	0
Rehab of Existing Units	22
Acquisition of Existing Units	0
Total	38

Table 125 - One Year Goals for Affordable Housing by Support Type

The 2022 Annual Action Plan includes five activities that are represented in the Tables 11 and 12, which entail rehabilitation of housing units in order to maintain them as decent, affordable housing and provide for housing counseling and emergency payments : 1) STRiVE will rehabilitate 2 group homes for disabled persons; 2) Housing Resources of Western Colorado will provide housing counseling for 293 households; 3) Housing Resources of Western Colorado will provide emergency payments for 16 households; 4) Housing Resources of Western Colorado will provide funds to rehabilitate 15 homes; 5) Housing Resources of Western Colorado will provide funds to emergency repairs on 5 mobile homes.

AP-60 Public Housing – 91.220(h)

The City of Grand Junction has no public housing units but coordinated completion of the most recent Grand Valley Housing Needs Assessment to examine the current local housing situation. The report includes a thorough assessment of local market conditions, a detailed forecast of current and future demand across the spectrum of housing needs, identification of housing challenges and recommendations and actions to begin to address the market needs. It is anticipated that City staff and community entities will continue to collaborate on efforts based on the Housing Needs Assessment.

The Grand Junction Housing Authority no longer holds any public housing. Several other local

organizations hold vouchers, primarily for special needs populations. The City of Grand Junction has worked closely with the Grand Junction Housing Authority as it has phased out public housing in Grand Junction and constructs developments in a more sustainable affordable housing model. The City has a history of providing building and development fee deferrals or reductions and grants funds to the Housing Authority and other housing providers for the construction of new affordable units.

There are no public housing units in the Grand Junction area. Consequently, the City will not be spending any CDBG funds on public housing in the 2022 Program Year but will continue to support the housing entities in the community in their pursuit of other funding sources. So far, during the 2021 Five-Year Consolidated Plan some steps were taken to address housing needs. For example, in 2021, CDBG funds were used towards the rehabilitation of housing units through activities completed by Housing Resources of Western Colorado. In addition, 2020 CDBG funds were allocated for the Grand Junction Housing Authority to rehabilitate 8 units at its Linden Pointe apartment complex.

Actions to Address the Needs of Public Housing

The City will not be undertaking actions in the next year to address the needs of public housing specifically but there are three activities that address the upgrade of existing units as reported and described in section AP-55.

Actions to Encourage Public Housing Resident Involvement in Management and Homeownership

Residents of all housing developments, including those in accessible units, owned and operated by the Grand Junction Housing Authority and Housing Resources of Western Colorado are encouraged to participate in their respective housing communities. Participation typically involves volunteering to serve on a community board or committee that meets with staff to discuss issues, concerns and ways to resolve them to improve housing conditions for all residents.

Financial Assistance to Troubled PHA

The Grand Junction Housing Authority (GJHA) is not designated as troubled, but the City has participated in various GJHA activities, including financial assistance when requested and as funds allowed. Most recently, the City allocated approximately 50% of its CDBG-CV funds to GJHA for emergency housing assistance and the 2020 Program Year included an allocation to the GJHA for the rehabilitation of 8 affordable housing units. GJHA did not apply for 2022 CDBG funds.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Homelessness presents a growing challenge to Grand Junction. The combination of low wages, high unemployment rate and rising housing costs is making a growing percentage of the general population vulnerable to loss of housing and making it more difficult for the homeless to work their way off of the streets. In addition, the high percentage of individuals and families without health insurance benefits makes many households vulnerable to housing loss in the event of an expensive major illness.

Prior to 2000, local homeless data was primarily informal, as there had not been a coordinated effort to build local demographic statistics. Although it is very difficult to accurately determine the number of homeless, Grand Junction has regularly completed a count since 2000. The most recent point in time survey available was conducted in January 2022 and resulted in an estimated population of 654 sheltered and 451 unsheltered homeless persons. The results show that 12.7 percent of the homeless are under 18, while 26.8 percent are under 25. Three-quarters of the individuals who took the survey said they have some sort of disability, with chronic physical illness and substance abuse being the most common.

One-Year Goals and Actions for Reducing and Ending Homelessness

CDBG are the only federal funds allocated to the City that can be used to address homeless needs and to prevent homelessness. For the 2022 Program Year Action Plan, funds will be allocated to HomewardBound of the Grand Valley to improve the Family Shelter known as pathways with an improved security system. In addition, other 2022 activities will address homeless persons as a portion of the clients served by several organizations such as the Counseling and Education Center.

Generally, the City of Grand Junction is supportive of the community's homeless providers. The Colorado Coalition for the Homeless is responsible for the Balance of State Continuum of Care (CoC) for Grand Junction. Over the past decade, Grand Valley Catholic Outreach has constructed 63 new apartments in 3 complexes that are used for permanent housing for the homeless. The City assisted with these projects through CDBG funds, development fee relief and general funds. As these projects are completed, they are reported through the MHIS system by the Coalition as part of the plan to end chronic homelessness. Obstacles include insufficient CDBG funding to help fund these and other needed projects that help the homeless population of Grand Junction.

The City will also continue to support the various homeless providers with letters of support and letters of consistency with the Consolidated Plan as they compete for and request outside funding including other federal and state grants for homeless activities including prevention.

Addressing Emergency Shelter and Transitional Housing Needs of Homeless Persons

The Grand Valley Homeless Coalition will continue to use results of the Vulnerability Index study to formulate solutions form homeless issues. In its Continuum of Care Plan, the Coalition identified priority needs are transitional housing, case management, and housing placement. The Plan is to provide a continuous housing and service network for persons working to permanently leave the streets. The City granted 2021 CDBG funds to Karis, Inc. towards its project to rehabilitate The House - a shelter for high-risk homeless teens and young adults.

Helping Homeless Persons Transition to Permanent Housing and Independent Living

The community homeless shelter has adopted a new strategy that re-examines its role in the continuum of care that will focus attention on the shelter as a beginning rather than an end on moving individuals and families on a path from homelessness to self-sustainability in housing and employment.

HomewardBound is working with many other local agencies to coordinate services provided to transition homeless individuals and families to permanent housing and independent living. Previously, CDBG funds were used to help HomewardBound purchase a property for construction of a new family center to house these services which opened at the end of the 2019 Program Year. In recent years, the City funded several CDBG activities to rehabilitate and expand the Community Homeless Shelter and the Community Day Center that is operated by Grand Valley Catholic Outreach. In addition, the project funded in 2022 for HomewardBound will further improve the Pathways shelter facilities.

Helping Low-Income Individuals and Families Avoid Becoming Homeless

Local agencies in the community have their own discharge coordination policies. For example, Homeward Bound has policies in place to accommodate most people who are released from publicly funded institutions. The Grand Junction Community Homeless Shelter is available so that no one needs to be discharged to the streets. This includes persons discharged from correctional facilities, foster care, and mental and general health care facilities. For the vast majority of the persons in this situation, the Grand Junction Community Homeless Shelter is a viable alternative to sleeping on the streets. For those discharged from health care facilities with need for follow-up care or a rehabilitation period, there is a policy allowing limited daytime shelter at the shelter during periods of recovery. Other alternatives to homelessness for this population in Mesa County include the Freedom House, for formerly incarcerated persons, and the Rescue Mission.

Through development of the Consolidated Plan, the community identified needs in the following community development areas: Transportation, Medical Services, Child Care and Youth. The high priority non-housing community development need summarized in Section NA 40 of the Five-Year Consolidated Plan includes the following:

- Childcare for people transitioning to work and working low income
- Better coordination between public transportation and location of childcare
- Childcare with more flexible and weekend hours of operation
- Youth-oriented activities and programs that are coordinated in schedule and location for transportation to and from the facilities.
- Expansion of medical and mental health facilities
- Improvement and expansion of senior activity centers
- Facilities for abused adults and children
- Improvement and expansion of centers for the disabled
- Improvement and expansion of other facilities where human and public facilities are provided

In the past 5 years, the City funded Partners, STRiVE, Karis, Inc., the Marillac Clinic, Western Slope Center for Children and HopeWest for projects related to child education, day care and other youth needs. Funds have also been allocated several years for the Foster Grandparent Program which serves early and elementary-aged children with special programs at various child care and education locations.

In addition, the City of Grand Junction supports homeless facilities and a variety of community services and programs, many of which are eligible for CDBG funding. Such projects funded for the 2022 Program Year are:

- Counseling and Education Center
- HomewardBound of the Grand Valley
- Hilltop Community Resources
- Housing Resources of Western Colorado
- STRiVE

AP-75 Barriers to affordable housing – 91.220(j)

As part of the Grand Valley Housing Needs Assessment, a public opinion survey was conducted. One of the questions asked respondents to check from a list the perceived barriers to housing production and affordable housing in the Grand Junction area. The highest rated responses were the cost of land or lots, the current state of the housing market, and the cost of labor. These factors are typically outside the control of local governments. The next highest rated responses included community resistance, cost of materials, lack of adequate public transportation and lack of affordable housing development policies. Of these, the latter could be considered a negative effect of public policies on affordable housing and residential investment. The Housing Needs Assessment also suggested a series of actions pertaining to public policies listed below. Based on these, the City has an opportunity to continue this discussion with other housing interests and work towards making changes to public policies to better support affordable housing and residential investment.

RECOMMENDATION: Encourage Low to Moderate Income Housing

- Encourage affordable housing development through density bonus, fee deferments or waivers, and other forms of cost benefits to developers.
- Increase the density of housing in some areas that could accommodate higher density rental development to maximize housing in residential zone districts

RECOMMENDATION: Encourage Rental Housing Development

- Assess areas that can accommodate additional rental/multifamily development within the range of existing infrastructure and accommodations.
- Encourage rental developments through development incentives and fee waivers.
- Review zoning requirements that may limit rental/multifamily developments and areas of increased density, especially in areas adjacent to existing amenities and infrastructure.

Actions to Remove/Ameliorate Effects of Public Policies that May be Barriers to Affordable Housing

Based on the Housing Needs Assessment, the City will partner with others to develop an affordable housing strategic plan. Other actions to be undertaken in this area are outlined in the Analysis of Impediments to Fair Housing as listed below.

- Review zoning requirements that may limit multifamily developments
- Encourage mixed income development
- Encourage affordable housing development through incentives.

2022 activities that will accomplish fair housing goals are listed below.

- Administration funds will be used to improve information available to citizens regarding fair housing, allow for staff to attend appropriate training and complete all required HUD reporting.
- Four 2022 activities will improve/increase services for special needs populations that will help stabilize

lives and move them towards self-sufficiency

- Three 2022 activities will improve facilities for agencies that serve low and moderate income persons and help them attain fair and affordable housing.
- Two 2022 projects will improve physical infrastructure of low and moderate income neighborhoods and maintain the value of affordable housing areas.
- The City will continue to update and implement its Comprehensive Plan and updated Zoning and Development Code that help remove housing impediments/barriers.
- The local transit system will continue to expand its operating hours and routes to be more available to persons using the bus to travel to locations for education and employment.
- The City will continue to work with economic development partners to promote development of new businesses or expand existing ones and improve wage levels.

As described in the Five-Year Consolidated Plan and in AP-35, there are many community needs and obstacles to addressing them. These include a growing need for services, limited funds, availability of accessible and affordable housing, gaps in affordability, and increased compliance and technical skills required for administering the CDBG program.

AP-85 Other Actions – 91.220(k)

Actions to Address Obstacles to Meeting Underserved Needs

Obstacles to meeting underserved needs include, but are not limited to:

- 1) The decrease in financial support available to local government and organizations.

- 2) The number of foreclosures within the community caused by job loss and other factors, increasing the number of households in need of housing and other services.

- 3) The disparity of wage level and housing costs, increasing poverty, increasing unemployment and an aging population demanding more services.

Actions planned to address these obstacles involve many of the coordination and participation activities that are ongoing in the community, many of which are discussed throughout the Consolidated Plan.

- a) Support agencies and organizations as they seek funding for activities to be able to leverage as much financial support as possible for priority projects.

- b) Support and promote classes offered by local housing entities that address foreclosure prevention.

- c) Continue economic development efforts with partners; support and coordinate with local housing agencies that provide affordable housing options; and support ongoing activities and services that promote family stabilization.

Actions to Foster and Maintain Affordable Housing

During the 2022 Program Year, there are three activities all to be accomplished through rehabilitation of existing housing units to be funded with CDBG that will help foster and maintain affordable housing: STRIVE group homes; Housing Resources of Western Colorado loans for emergency repairs of owner-occupied mobile homes; and Housing Resources of Western Colorado critical repairs for owner-occupied homes.

Actions to Reduce Lead-Based Paint Hazards

The City of Grand Junction estimates that 10,000 housing units in Grand Junction were constructed prior to 1978 and that a high percentage of these homes may contain lead-based paint. While it is not known the number of the homes containing lead-based paint that are occupied by low- to moderate-income residents, it is known that older homes are typically more affordable and that a high percentage of these older housing units are occupied by low- and moderate-income persons.

All activities funded with CDBG dollars through the City of Grand Junction must comply with federal regulations concerning lead-based paint. Lead-based paint reduction regulations are incorporated into all legal agreements between the City and grant subrecipients. Any residential units or facilities constructed prior to 1978 involved in a CDBG activity must undergo a lead-based paint evaluation by a

certified inspector. Any CDBG-funded rehabilitation or demolition activities must comply with lead-safe regulations and mitigation practices.

The number of child cases with elevated lead levels in their blood has dropped significantly over the past few decades. The State of Colorado no longer supports a lead-based paint testing program state-wide. Thus, Mesa County Health Department does not proactively test persons unless there is reason to believe the person has been exposed to lead. The last available data between 2010 and 2014 testing of physician-referred children resulted in only 3 cases of abnormal results, none of which contained acute levels.

Specific Lead-Based Paint Actions

- 1) Housing Resources of Western Colorado and the Grand Junction Housing Authority will continue to meet the requirements of the Federal Rule.
- 2) The City of Grand Junction will investigate, identify, coordinate and/or support additional efforts to address this potential health hazard. This includes compliance with the Federal Rule as it applies to the expenditure of CDBG funds on the 2022 activities to which it applies.
- 3) The Grand Junction Housing Authority and other local entities will continue to provide information to residents concerning potential hazards of lead-based paint.

Actions to Reduce the Number of Poverty-Level Families

The Anti-Poverty Strategy is an effort to reduce the number of people earning low- to moderate-income wages and at risk of homelessness. This Strategy outlines activities to:

- Collect demographic data regarding poverty levels to identify the problem and monitor trends.
- Focus on a continuum of prevention and intervention strategies/activities by age group to prevent/deter persons from entering poverty situations,
- Encourage efforts to raise earned income levels and maintain a diversified economic base.
- Increase the employability of recipients of public benefits.
- Attract higher paying employers to Grand Junction.
- Increase access to employment through expansion of the public transportation system and availability of responsible affordable childcare;
- Foster increased household stability through educational programs, drug and alcohol rehabilitation programs, and services to persons with special needs.
- Support efforts to reduce the possibility of catastrophic expense by providing healthcare to uninsured and public transportation to reduce costs to low-income persons.
- Focus affordable housing development near employment centers.

Specific Actions for Reducing Poverty Level

a) Collect data regarding poverty levels and local demographics to better identify the problem and monitor trends including the following:

- Point in Time Homeless Survey
- Mesa County Human Services data
- School District 51 data including Free and Reduced Lunch statistics
- Grand Junction Housing Authority depth of poverty data

b) Continue Work on an Anti-Poverty Coalition

Economic Development Partners continue to work on issues and forming an Anti-Poverty Coalition. The Coalition would be responsible for implementing the Anti-Poverty Strategy. Currently, many agencies provide programs and services that improve poverty status including Grand Valley Catholic Outreach, Red Cross and the Grand Valley Interfaith Network.

c) The Homeless Coalition will continue to address results of the Vagrancy and Vulnerability study to better understand the needs of poverty-level families and the homeless situation.

Actions to Develop Institutional Structure

The City Community Development Department provides the staff and framework for the institutional structure for administration of the Community Development Block Grant program with assistance from the Finance Department. No gaps have been identified in the institutional delivery system. The City will continue to facilitate and foster relationships with agencies to strengthen public services, work with other local jurisdictions and organizations to improve the community, and participate in community efforts that allow for information sharing and dialogue concerning affordable housing, homelessness and special needs populations.

Actions to Enhance Coordination between Housing and Social Service Agencies

The City of Grand Junction will work with public and private housing and human service agencies to enhance coordination in the implementation of the Five-Year Consolidated Plan and each subsequent Annual Action Plan. Some of the actions the City will take are listed below.

- Coordinate meetings with community agencies and organizations to discuss community needs, funding opportunities, and potential partnerships.
- Offer technical assistance to agencies to discuss the sources of funding available, associated timelines for applying for funds and most impactful uses of funds.
- Offer technical assistance for potential developers and/or property owners that are considering new development or rehabilitation of existing housing.
- Survey housing units to determine rehabilitation needs to maintain affordable housing.
- Provide letters of support on behalf of affordable housing project proposals or other proposals from agencies that are requesting funding from external sources.

- Facilitate agency to collaboration to help the low-income homeowner population they serve.

As discussed in the Strategic Plan section of the Five-Year Consolidated Plan, the Community Development Department uses monitoring efforts to ensure that programs funded with CDBG are compliant with federal, state and local requirements. In order to achieve this goal, the City has developed a monitoring procedure for all CDBG funded projects. In the 2022 Program Year, staff will perform desk monitoring, technical assistance and on-site monitoring both pre- and post-award, which often includes consultation with HUD CPD staff to ensure program compliance. The amount of monitoring will vary dependent on the subrecipient's previous CDBG experience, performance and complexity of the project. Also, the City ensures compliance during setup, update and closeout of activity information in IDIS. IDIS tracks funds drawn and provides another level of monitoring to ensure project eligibility and program compliance. Additionally, regularly updating IDIS helps verify that subrecipients are on track with timely expenditures and outcomes. This ongoing review helps the City of Grand Junction identify needs of the subrecipient and provide additional support as necessary.

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Projects planned with all CDBG funds available during the year are identified in Table 9. The City of Grand Junction will not incur program income for any of its 2022 Program Year activities. Inasmuch as possible, CDBG funds will be entirely expended to benefit persons of low and moderate income or presumed benefit with the exception of Program Administration funds.

Community Development Block Grant Program (CDBG)

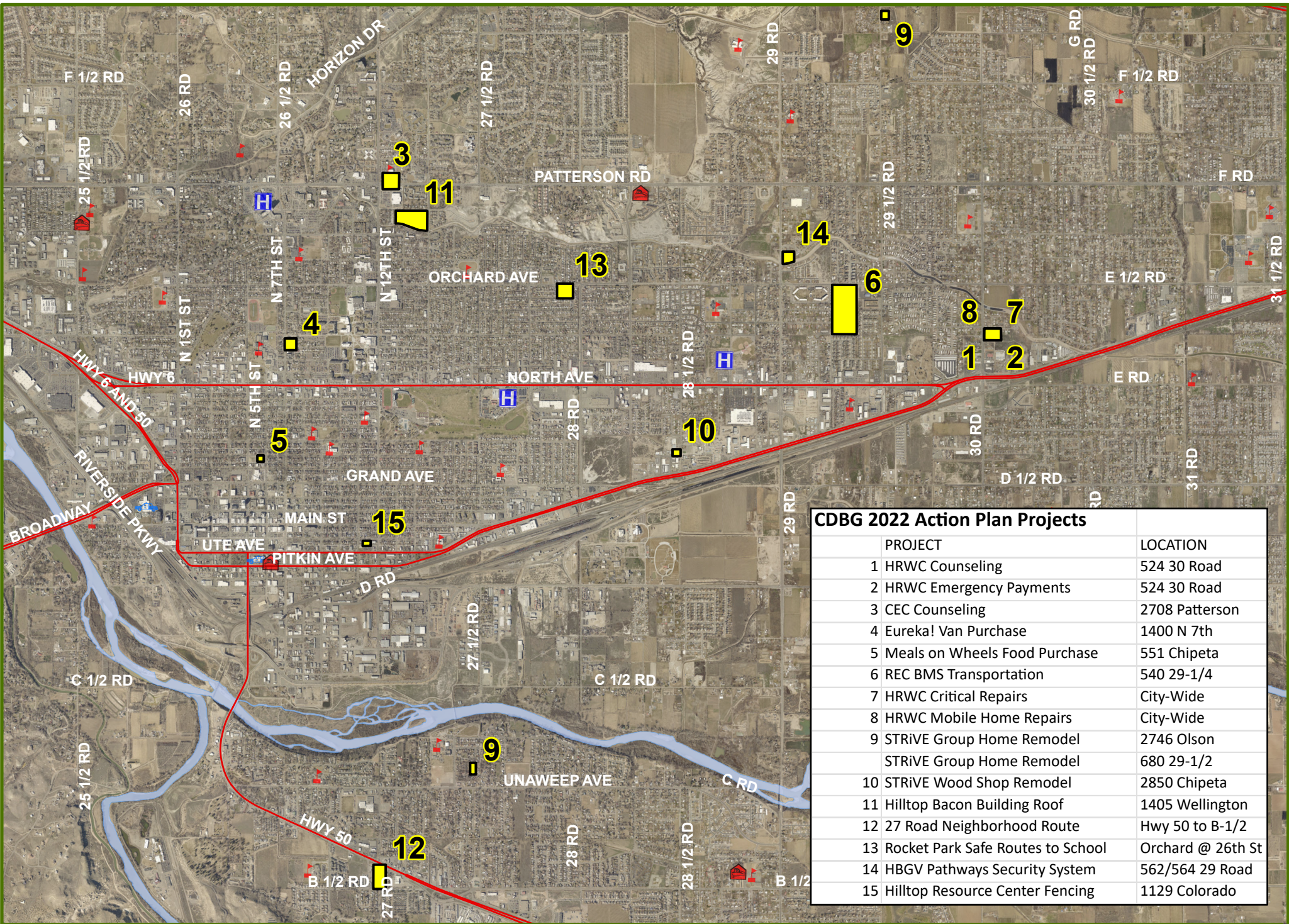
Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%



CDBG 2022 Action Plan Projects		
PROJECT	LOCATION	
1 HRWC Counseling	524 30 Road	
2 HRWC Emergency Payments	524 30 Road	
3 CEC Counseling	2708 Patterson	
4 Eureka! Van Purchase	1400 N 7th	
5 Meals on Wheels Food Purchase	551 Chipeta	
6 REC BMS Transportation	540 29-1/4	
7 HRWC Critical Repairs	City-Wide	
8 HRWC Mobile Home Repairs	City-Wide	
9 STRiVE Group Home Remodel	2746 Olson	
	STRiVE Group Home Remodel	680 29-1/2
10 STRiVE Wood Shop Remodel	2850 Chipeta	
11 Hilltop Bacon Building Roof	1405 Wellington	
12 27 Road Neighborhood Route	Hwy 50 to B-1/2	
13 Rocket Park Safe Routes to School	Orchard @ 26th St	
14 HBGV Pathways Security System	562/564 29 Road	
15 Hilltop Resource Center Fencing	1129 Colorado	



0 0.3 0.6 Miles

- PROJECTS
- POLICE
- FIRE
- H HOSPITAL
- SCHOOL



RESOLUTION NO. ____

**RESOLUTION ADOPTING THE 2022 PROGRAM YEAR ANNUAL ACTION PLAN AS
A PART OF THE CITY OF GRAND JUNCTION 2021 FIVE-YEAR CONSOLIDATED
PLAN FOR THE GRAND JUNCTION, COLORADO COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM**

RECITALS.

WHEREAS, the City of Grand Junction was designated as an Entitlement Community by the U.S. Department of Housing and Urban Development in 1996; and,

WHEREAS, the Entitle Community designation give Grand Junction the right to an annual grant of funds under the CDBG Program; and,

WHEREAS, to be eligible for funding, the City of Grand Junction must submit an annual Program Year Action Plan to be adopted as part of the City's Five-Year Consolidated Plan which serves as a federally-required planning document that guides community development efforts in Grand Junction; and,

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; and,

WHEREAS, the planning process in developing the 2022 Program Year Annual Action Plan included citizen participation and interagency involvement; and,

WHEREAS, the 2021 Five-Year Consolidated Plan included a process of setting local priority needs and objectives through a coordinated effort with non-profit and government agencies in the community that serve the low income and special needs populations; and,

WHEREAS, the 2021 Five-Year Consolidated Plan established a strategic plan that addresses the priority needs, goals and strategies identified by the community that will be undertaken in the next five years, including the activities included in the 2022 Annual Action Plan.

NOW THEREFORE BE IT RESOLVED that the Grand Junction City Council adopts the 2022 Program Year Annual Action Plan as a part of the City of Grand Junction 2021 Five-Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) program.

Done this 20th day of July 2022.

Anna M. Stout
President of City Council

Attest:

Amy Phillips
City Clerk

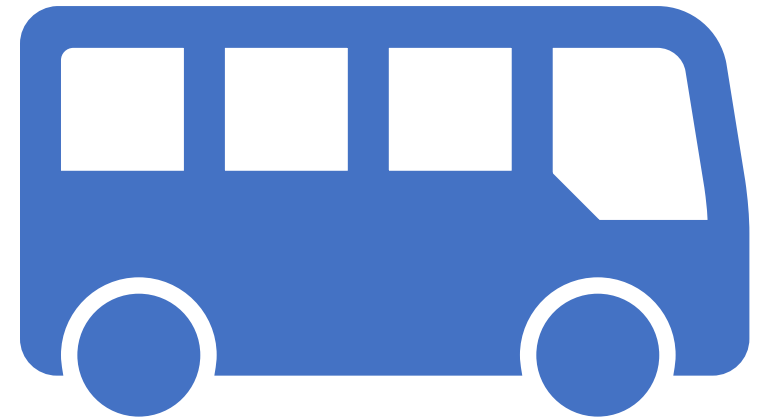
DRAFT

Transportation Infrastructure: Alley Improvement

Nina Anderson

721 & 725 Pitkin Avenue

Tuesday, July 20, 2022







CHAPTER 4

AREA-SPECIFIC POLICIES

Mixed Use Areas

Mixed Use Corridor

Parking and Services

Surface parking should be placed behind or to the side or rear of buildings to the extent feasible. Where surface parking is located along the street edge, incorporate screening and landscaping. Shared parking should be utilized, when feasible. Service entrances, loading docks, and storage areas should be located in the rear of buildings and screened so they are not visible from public streets.

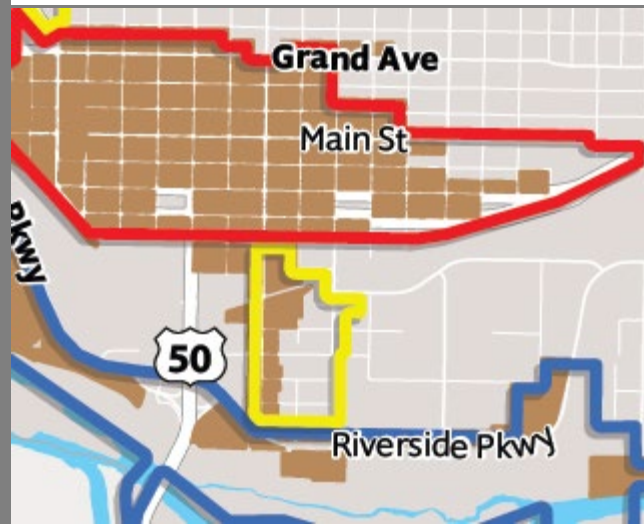
Circulation and Access

The established grid street and alley system should be maintained and in some cases restored to provide a highly connected street network. Improvements throughout Downtown should focus on accommodating all modes of transportation, with specific emphasis on providing safe and convenient pedestrian and bicycle facilities internal to the Downtown Core as well as to connect to other areas such as the Riverfront and North Avenue. Dedicated bike lanes on key streets should connect Downtown to the broader bicycle transportation network.

Mixed Use Area-Specific Policies

Mixed Use Areas

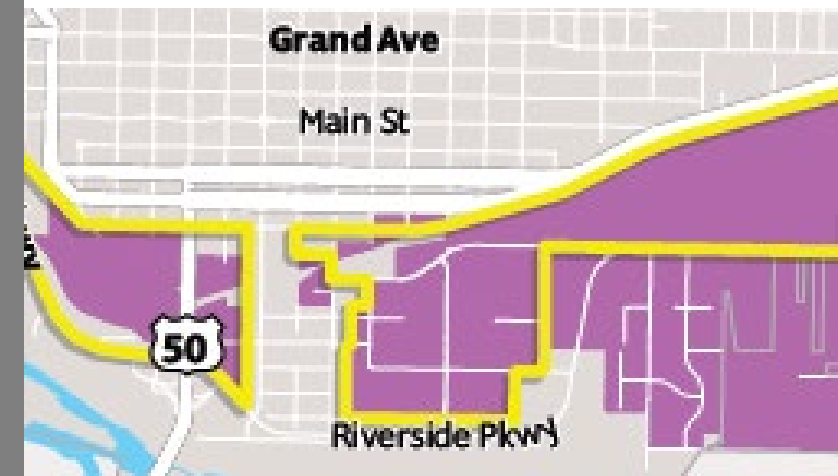
- Mixed Use Land Use
- Neighborhood Center
- Downtown Core Area
- Mixed Use Corridor Area
- Riverfront Area
- University District Area



Industrial Area-Specific Policies

Industrial Areas

- Industrial Land Use
- Airport Area
- Rail Area



Lower Downtown Subarea

The Lower Downtown Subarea builds on existing assets, to increase the appeal of this important part of the City center while maintaining and improving connections between Main Street and the riverfront. Loosely bounded by Pitkin Avenue to the north, 5th Street to the west, and Riverside Parkway to the south and east, the area is comprised of distinct character areas defined by their form, uses, conditions, and characteristics.

Character Areas

South 7th Street Corridor
To connect Main Street to the Colorado River, South 7th Street should be activated as an extension of Main Street with architectural variation and a mix of street-oriented businesses. The South 7th Street Corridor character area should be defined by new buildings built to the back of the sidewalk to improve the urban form and support an environment that encourages people to walk and ride from Main Street to riverfront amenities.

LOWER DOWNTOWN SUBAREA CHARACTER AREAS



-  **Gateway signage**
Signage that welcomes people into a community or district.
-  **Priority Complete Streets**
Complete streets are right-of-ways designed for safe and comfortable travel for walking, bike, driving, and riding public transportation.



In the last 6-12 months from my memory:

- Random trash in our parking lot 2-3X per week;
- Evidence of someone going through our trash during the night;
- Camping on our back patio (an entire truck bed load to the landfill);
- Leaving broken possessions or other trash on the side of our building overnight;
- We had to request the trash company schedule a special pick-up as we are unable to leave the can in the alley overnight per their normal schedule;
- Screaming, arguing, and vulgarity 2-3 times per week that interrupt the work schedule in the rear office;
- Occasionally unable to access alley from the east due to parked vehicles or people digging through the dumpster;
- Pole lighting at street front shut off at bottom switch;
- Free alley access is occasionally disrupted by foot traffic blockage through the alley during the day;
- Exterior water was left running causing pooling and freezing in the parking lot;
- Fencing on back side of building was moved and traffic control stolen;

Greater than 12 months:

- Vandalized flatbed trailer and had to move for greater visibility;
- Installed high visibility lighting on all sides of the building to discourage trespassing;
- Man sleeping at our front door during a cold night;
- Neighboring auction business was forced to move due to theft through our fence into their property;
- Woman camping near our air/heat condenser;
- Finding pipes and other drug paraphernalia near our back door;
- Calling code enforcement regarding the property at 804 South Avenue;

**Sent to GJPD on
January 17, 2022**

Additional:

- We have adjusted our trash service day of week & time as we cannot have our cans in the alley overnight.
- Yesterday afternoon there was a dog tied to the picnic table in their fenced area that cried and howled for a couple hours.
- The build up of trash has been so excessive it not only spills into the alley but is now building up against the fence across the alley.
- Someone came into our fenced area and pulled items out of our trash receptacle leaving on the ground.

Crime Prevention

- Begins with a community that cares.
- A community that cares begins with infrastructure investment .
- Infrastructure investment begins with transportation.
- Transportation includes service access for businesses.
- Service access includes alley infrastructure.

Investment in alley infrastructure can reduce crime



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Environmental Design

2022-04-03 04:12:47



22-06-05 23:56:11



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**2022 Recommended Capital Project Descriptions
December 1, 2021**

22. Alley Improvement Districts, \$850,000 (Assessment Revenue Funded \$280K) – After a 10-year hiatus, this program was reintroduced in 2020 with funding for one alley. The proposed funding in 2022 will replace two alleys. This program is a partnership with adjacent property owners where residential properties pay 10% of the cost, multifamily 15%, and commercial 50%. Alleys will be reviewed and selected based on previous interest. The alleys proposed for 2022 include the Grand Junction High School (GJHS) Alley (\$650,000 with \$250,000 revenue) and the Riverside Neighborhood alley west of Crawford between Fairview Avenue and Hale Avenue (\$200,000 with \$30,000 in revenue).

Daily Sentinel Article April 12, 2022

- In 2021, the city of Grand Junction's sales tax collections wildly outpaced budget projections. Even after projecting sales tax revenue increases in the city's 2022 budget, sales tax revenue is well above the budget projections again.
- In February, Grand Junction took in \$5,267,648 in sales and use taxes, including \$4,228,166 in sales tax, \$889,292 in use tax and \$950,190 in sales tax remitted from Mesa County.
- The city had budgeted for \$4,983,153 in tax collections for February, and in February 2021 collected \$4,583,153.
- To date, the city has collected \$12,781,787 in sales and use tax, compared to a budgeted \$11,977,591 and \$10,653,545 in 2021.

Contributions:

- Property tax assessment to City of Grand Junction
 - \$3,132.48
- Social Services assessment
 - \$660.17
- Sales Tax Collection – 3.25%
 - Taqueria Guadalajara,
 - Wet Dreams River Supply,
 - Chiropractor,
 - Tattoo & Permanent Make-up Salon,
 - Hair Salon,
 - Glass Doctor.

CDOT / GJ improvement plan response & request

CDOT shared their intention to close one of the access points to our property with the proposed improvements to the business loop. In the design the alley is labeled as "unsignalized Full Movement" and the parking lot as a "Proposed Cross Access for Shared Access Point."

Unfortunately, the rafting company, the glass shop, and suppliers to the restaurant all use the alley and the undesignated access between 721 & 719 on Pitkin for business access. The closing of the second parking access is only concerning if there continue to be unimproved roadways for business use. I believe this is more than a maintenance request.

Is there a mechanism of which to heighten the sense of urgency to improvements this close to the heart of downtown and specifically since it's on the 7th Street improvement corridor route?

Transportation Engineering:

Thank you very much for reaching out with your concern. I appreciate the opportunity to address your request. Currently the best way to accelerate the priority of improvements to alley ways is by **forming an alley improvement district (AID)**. **This improvement district forms a cost sharing partnership** with the City based on property type (residential, multi-family, commercial), and property frontage on the alley itself. I have included Ken Haley, who manages these alley improvement district projects. He will be able to provide you more information regarding how to form an AID and what the timing/logistics of that might look like. He is out of the office this week but will likely be able to reach out sometime next week. Please let me know if you need any further information at this time.

Updated request:

At minimum to complete current level of improvement

- 2nd to 3rd
- 4th to 5th
- 7th to 8th
- 9th to 11th

With a timeline to coincide with CDOT improvement to Business Loop

Without additional “revenue” from business or residential properties along the way.

Thank you!

Questions

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