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**CITY COUNCIL AGENDA
WEDNESDAY, SEPTEMBER 7, 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

Proclamations

Proclaiming September 15 - October 15, 2022 as Hispanic Heritage Month in the City of Grand Junction

Appointments

To the Grand Junction Housing Authority

To the Downtown Development Authority

To the Urban Trails Committee

Appointing Members to the Pedestrian and Bicycle Plan Steering Committee

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, September 7, 2022 or 4) submitting comments [online](#) until noon on Wednesday, September 7, 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. Summary of the August 15, 2022 Workshop
- b. Minutes of the August 17, 2022 Regular Meeting
- c. Minutes of the August 24, 2022 Special Meeting

2. Set Public Hearings

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

- a. Legislative
 - i. Introduction of an Ordinance Creating the Housing Advisory Board and Setting a Public Hearing for September 21, 2022
 - ii. Introduction of an Ordinance Placing a Charter Amendment to Change the Authorized Length of Leases of City Property for Housing from 25 Up to 99 Years on the Election Ballot for the Special Municipal Election to Be Held November 8, 2022, and Setting a Public Hearing for September 21, 2022
- b. Quasi-judicial
 - i. Introduction of an Ordinance Rezoning 6.15 Acres from I-2 (General Industrial) to I-1 (Light Industrial), Located at 2415 Blue Heron Road and Setting a Public Hearing for September 21, 2022
 - ii. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the C 1/2 Road Gravel Pit Annexation of 27.83 Acres, Located at 2855 C 1/2 Road, and Setting a Public Hearing for October 19, 2022

- iii. Introduction of an Ordinance Vacating a 0.13-Acre Portion of the Undeveloped G Road Public Right-of-Way on the Northeast Corner of Horizon Drive and G Road at 702 Horizon Drive and Setting a Public Hearing for September 21, 2022
- iv. Introduction of an Ordinance Vacating a 15 Foot x 325 Foot Strip of Land Located on a 144-Acre Parcel Located at 675 23 1/2 Road and Setting a Public Hearing for September 21, 2022

3. Agreements

- a. South Broadway Shoulder Improvement Project Memorandum of Understanding Between the City of Grand Junction and Mesa County
- b. Authorize the City Manager to Execute a Contract with Mesa County for Building Permitting, Inspection, and Contractor Licensing Services

4. Procurements

- a. Purchase Two Chip Seal Oil Storage Containers
- b. Contract Approval for the Architect/Engineer for the Orchard Mesa Pool Renovation

5. Resolutions

- a. A Resolution Calling a Special Election in the City of Grand Junction, Colorado Concerning and Providing for the Submission to the Electorate on November 8, 2022, Two Measures to Increase Taxes and Allow the City to Collect, Retain, and Spend Revenues as a Voter Approved Revenue Change Provided for and Defined By Article X, Section 20 of the Colorado Constitution, and One Measure to Amend the City Charter, and Other Details Relating Thereto
- b. A Resolution to Vacate a 62.55 Square Foot Strip of a 14-Foot Multipurpose Easement on a 2.87-Acre Parcel Located at 600 Lawrence Avenue

REGULAR AGENDA

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

6. Resolutions

- a. A Resolution Setting a Title and Submitting to the Electorate on November 8, 2022, a Measure to Increase the Lodging Tax by One Percent (1%) for Affordable Housing in the City of Grand Junction
- b. A Resolution Setting a Title and Submitting to the Electorate on November 8, 2022, a Measure to Impose an Excise Tax of Eight Percent (8%) on the Amount Charged for Short-Term Rentals for Affordable Housing in the City of Grand Junction
- c. A Resolution Creating An Affordable Housing Production Incentive for Affordable For Sale and For Rent Units in the City of Grand Junction
- d. A Resolution Creating a Corridor Infill Incentive and Formula for Calculating the Incentive

7. Public Hearings

- a. Legislative
 - i. An Ordinance Regarding the Conjunction Junction, LLC/Richmark Real Estate Partners, LLC Redevelopment Agreement
 - ii. An Ordinance Adding Chapter 13.40 Graywater Control Program
- b. Quasi-judicial
 - i. An Ordinance Rezoning 18.98 Acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac), Located at 2981 B 1/2 Road

8. Non-Scheduled Citizens & Visitors

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

9. Other Business

10. Adjournment



City of Grand Junction, State of Colorado

Proclamation

Whereas, from America's earliest days, Hispanics have played an important role in our national heritage, and continue to embody the pioneering spirit of America today, demonstrating a steadfast commitment to faith, family, hard work and patriotism; and

Whereas, in keeping our historical roots, we celebrate more than 5,000 years of history and heritage of Native, Latino, and Hispanic in this land of the American continent. Hispanics are individuals from or descendants of North, Central, South America, Spain, and the Caribbean's islands, and may speak Creole, Dutch, English, Italian, Spanish, Patois, Portuguese, French, and many regional indigenous languages such as Quechua, Aymara, Guarani, Mayan, Nahuatl, and more; and

Whereas, from 1968 until 1988, Presidents Nixon, Ford, Carter, and Reagan all issued yearly proclamations setting aside a week to honor Hispanic Americans. In 1988, a bill expanding the observance to a month was passed and signed by President Ronald Reagan; and

Whereas, Hispanics have not hesitated to defend and show their allegiance and dedication to this nation in many ways, especially in all branches of the Armed Forces; and

Whereas, Hispanics lift our communities and our economy as entrepreneurs, executives, and small business owners, and make contributions in areas such as science, art, music, politics, academia, government, and sports. Hispanic-owned small businesses are the fastest growing businesses in America, with 44% growth in the last 10 years. Hispanics own more than four million businesses and are a testament to the American promise that anyone can succeed in the United States through hard work; and

Whereas, September 15th marks the beginning of National Hispanic Heritage Month, which celebrates and honors the accomplishments of Hispanic Americans who have enriched our culture and society. They came in search of a better life for themselves and their children, and they have helped to create a richer life for all of us; and

Whereas, on Sept 24 the Western CO Latino Chamber of Commerce will be hosting an event from 2pm to 6pm at the CMU Plaza to honor all the contributions and accomplishments Hispanics have made to this country.

NOW, THEREFORE, I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim September 15 – October 15, 2022, as

"Hispanic Heritage Month"

in the City of Grand Junction and call upon public officials, educators, and all Americans to observe this time with appropriate ceremonies, activities, and programs.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 7th day of September 2022.

A handwritten signature in black ink, appearing to read "Anna Stout".

Mayor



Grand Junction City Council

Regular Session

Item #

Meeting Date: September 7, 2022
Presented By: Amy Phillips, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Grand Junction Housing Authority

RECOMMENDATION:

To appoint the interview committee's recommendation to the Grand Junction Housing Authority.

EXECUTIVE SUMMARY:

There is one full-term vacancy on the Grand Junction Housing Authority.

BACKGROUND OR DETAILED INFORMATION:

Chris Launer's term expires October 31, 2022, and he is term-limited. Applications were received from Scott Rickard, Leora Ruzin, Matthew Schultheis, Michael Berry, Sandra Tinsman, and Bernie Buescher.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

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

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: September 7, 2022
Presented By: Amy Phillips, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Downtown Development Authority

RECOMMENDATION:

To appoint the interview committee's recommendation to the Downtown Development Authority.

EXECUTIVE SUMMARY:

There are two full-term vacancies on the Downtown Development Authority.

BACKGROUND OR DETAILED INFORMATION:

Maria Rainsdon and Josh Niernberg have terms expiring June 30, 2022. Applications were received from Chris Silverberg, Steven Boyde, and Maria Rainsdon.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to appoint/not appoint the interview committee's recommendation to the Downtown Development Authority.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: September 7, 2022
Presented By: Amy Phillips, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Urban Trails Committee

RECOMMENDATION:

To appoint the interview committee's recommendation to the Urban Trails Committee.

EXECUTIVE SUMMARY:

There is one partial term vacancy on the Urban Trails Committee.

BACKGROUND OR DETAILED INFORMATION:

Ellynn Bannan resigned effective August 8, 2022. Brent Starnes was selected as a backup applicant in case of a mid-year vacancy during the March 2022 interviews.

FISCAL IMPACT:

SUGGESTED MOTION:

I move to appoint/not appoint the interview committee's recommendation to the Urban Trails Committee.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: September 7, 2022
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Appointing Members to the Pedestrian and Bicycle Plan Steering Committee

RECOMMENDATION:

The staff recommends appointing persons on the attached list to serve as members of the Pedestrian and Bicycle Steering Plan Committee.

EXECUTIVE SUMMARY:

The City has initiated work on the inaugural Pedestrian and Bicycle Plan. This effort will address the City's active transportation (multi-modal) programs, policies and infrastructure in alignment with the City's 2020 Comprehensive Plan, Plan Principle 6; Efficient and Connected Transportation and the City Council's Strategic Priority Mobility and Infrastructure. It is recommended that the City form a steering committee to assist in the process.

BACKGROUND OR DETAILED INFORMATION:

The City has hired Fehr & Peers to lead the creation of the Pedestrian and Bicycle Plan alongside City staff. Fehr & Peers and staff both recommend forming a steering committee to assist in the process. Members of the Steering Committee will play a critical role supporting the completion of the plan. Selected members will serve as a critical sounding board to discuss overall plan direction, review project deliverables, vet ideas, and promote greater community involvement. Most importantly, the Steering Committee will help ensure the final plan is inclusive, focuses on equitable distribution of resources, and reflects a diverse set of perspectives. The City put out a call for applications from the broader community to solicit candidates interested in serving on the Steering Committee. A total of 72 applications were received. There was one applicant, Rex Goodrich, who has since removed his application from

consideration. His name was replaced with Ian Thomas on the suggested list of Steering Committee members.

Ideally, the Steering Committee is comprised of between 12 and 18 members. Staff has compiled a list of candidates for City Council to review and consider. The first Steering Committee meeting is being planned for Monday, September 12.

FISCAL IMPACT:

This action does not have any direct fiscal impact.

SUGGESTED MOTION:

I move to (appoint/not appoint) 17 members to the Pedestrian and Bicycle Plan Steering Committee as recommended and shown on the Recommended Committee Members list attached to the Staff Report.

Attachments

1. Recommended Committee Members List

Recommended Committee Members

No.	Name	Background/Interest	Area of Residence
1.	Jason Nguyen	U.S. DOE/Urban Trails Committee	City Center
2.	Jack Byrom	Technical Editor/Disability Advocate	City Center
3.	Matthew Lucero	Civil Engineering Student at CMU/Pedestrian Access.	Horizon
4.	Ian Thomas	GJ Bike Night Organizer/Bike Mechanic/Urban Trails Committee	City Center
5.	Sarah Lubin	Colorado Discover Ability Program Coordinator	Redlands
6.	Marcos Ortiz	Faculty at CMU/Commuting for Active Transportation	Pear Park
7.	Gayle Dombow	Trails and Accessibility	City Center
8.	Rogelio R Chavez Jr.	General Engineer for the VA Hospital	Fruitvale
9.	JJ Johnson	Writer/Retired High School Teacher	City Center
10.	Michael Hughes	Assistant Director for Campus Recreation at CMU	Appleton
11.	Jody Visconti Clow	Director – Catholic Outreach Day Center/Accessibility	Northwest GJ
12.	Lee Willcockson	Beekeeper/Active Transportation for Youth	Northwest GJ
13.	Tammy Brislin	Small Outdoor Business Owner/Recreation Access	Northwest GJ
14.	Lilly Grisafi	Crop Insurance/Parks and Recreation	City Center
15.	Jesse S Mitchell	Sales Assistant/Active Transportation/Job Access	Fruitvale
16.	Emily McCune	Stay at Home Mom/Active Transportation for Caregivers and Youth	Appleton
17.	Ken Scissors	Planning Commission	Redlands

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

August 15, 2022

Meeting Convened: 5:30 p.m. The meeting was held in person at the Fire Department Training Room, 625 Ute Avenue, and live streamed via GoToWebinar.

City Councilmembers Present: Mayor Pro Tem Abe Herman, Councilmembers Phil Pe'a, Randall Reitz, Dennis Simpson, and Mayor Anna Stout

City Councilmembers Absent: Councilmembers Chuck McDaniel and Rick Taggart

Staff present: City Manager Greg Caton, City Attorney John Shaver, City Clerk Amy Phillips, Deputy City Clerk Selestina Sandoval, Finance Director Jodi Welch, Financial Analyst Matt Martinez and Best and Brightest Fellow Andrea Brush

1. Discussion Topics

a. Chamber/GJEP Volunteer Leaders – Roles and Collaboration

Chair of the Grand Junction Area Chamber of Commerce Board of Directors Ivan Geer and Chair of Grand Junction Economic Partnership Board of Directors (GJEP) Karen Troester presented the joint efforts to create a strong local economy in the City.

Ms. Troester spoke of the North Star report with the key outcome of clarifying the roles and responsibilities of GJEP (business recruitments), the Chamber of Commerce (business retention and expansion) and the Business Incubator (business creation). When there is an opportunity for business, all three entities work together to create a seamless experience for companies to thrive in the community. Several examples were noted. Mr. Geer expressed their commitment to leverage their strengths and resources to maximize the City's investment in the community.

Discussion ensued regarding updating the existing Economic Development (ED) Partners Memorandum of Understanding (MOU).

b. Chamber of Commerce Report

Vice President of the Grand Junction Area Chamber of Commerce Candace Carnahan gave an update on the business retention and expansion program. Ms. Carnahan outlined the goals of the program and summarized some of the impacts of the last 12 months: \$36.1 million in capital investments, 80 new jobs, 112 business visits and that a position was taken on 43 pieces of legislation that would directly impact the local business climate. She also spoke of the ongoing efforts of the program.

c. Grand Junction Economic Partnership (GJEP) Report

GJEP Director Curtis Englehart gave a presentation on highlights of the last year: six jumpstart companies approved, 500 attendees at the Western Colorado Economic Summit, Welcome Wagon website specific to remote workers, marketing and communications outreach reached historic highs and they hosted the 4th Annual West Slope StartUp Week. The impacts, as a result of those efforts, translated to 310 potential new jobs, \$52,650 average wage and \$5,775,000 capital investment. He summarized the 2023 focus areas of the organization which included continued recruitment of prospects, especially to Las Colonias Park, increased fundraising efforts, strategic planning with economic partners, development of economic impact/return on investment (ROI) reports and maximizing the Economic Summit on the Western Slope.

Conversation resumed regarding updating the MOU and allowing the current, new leadership of the economic partners time to settle in their positions before moving forward with any updates to the document to ensure there are no gaps that need to be addressed. Council expressed their appreciation for GJEP's focus areas of 2023, requested that the Latino Chamber of Commerce be included in the MOU and that a workshop be scheduled to further discuss changes.

d. Industrial Development Inc. Report

Executive Director of Industrial Development, Inc. (IDI) Diane Schwenke gave a brief history of IDI noting it is the oldest economic development organization in the valley, originally encompassing all three economic partners (Chamber of Commerce, GJEP and the Business Incubator). She stated that IDI brings additional community assets to the table, many times in the form of land. She summarized IDI's mission, the current incentive fund balance/obligations, and highlighted 2021/2022 IDI efforts.

Discussion ensued regarding the land that IDI holds and past developments it has assisted with.

e. Grand Junction Regional Air Service Alliance Report

Co-Executive Director of the Grand Junction Regional Air Service Alliance Diane Schwenke spoke of the organization's goals given the current air service industry: enhance access to the global and national air transportation to Grand Junction business passengers, increase access to affordable air service at Grand Junction Regional Airport (GJT), attract new service on existing routes, and make GJT the airport of choice for residents within a 200-mile radius. She outlined the ongoing efforts going forward which included the Catchment Study, hiring a marketing firm to brand and promote GJT and \$550,000 of incentive dollars committed for nonstop daily service to San Francisco.

Discussion ensued regarding Montrose Airport's model and potential partnerships with other nearby airports.

Council asked the ED Partners if they were in agreement to schedule a workshop before the end of the year to discuss the ED Partners MOU and possible changes. Those present agreed.

2. City Council Communication

Councilmember Simpson asked for Council to consider changing the budget presentation process. After discussion, an additional budget workshop was added.

Councilmember Reitz asked about the selection process for the future external auditor. Finance Director Welch stated they are working on a Request for Proposal.

Mayor Stout spoke of her visit to Greeley where she met with their City Manager and Mayor about their work with Richmark.

Councilmember Reitz updated Council on a discussion with Councilmember Taggart regarding next steps if he is elected as Representative of House District 55.

3. Next Workshop Topics

City Manager Caton reviewed upcoming topics

4. Other Business

There being no further business, the Workshop adjourned at 6:56 pm.

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

August 17, 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 17th day of August 2022 at 5:30 p.m. Those present were Mayor Pro Tem Abe Herman, Councilmembers Chuck McDaniel, Phillip Pe'a, Randall Reitz, Dennis Simpson, and Council President Anna Stout. Councilmember Rick Taggart was absent.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Amy Phillips, Deputy City Clerk Selestina Sandoval, Public Works Director Trent Prall, Visit Grand Junction Director Elizabeth Fogarty, General Services Director Jay Valentine, Finance Director Jodi Welch, and Senior Planner Scott Peterson.

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

Proclamations

Proclaiming August 21 - 27, 2022 as Interfaith Awareness Week in the City of Grand Junction

Councilmember McDaniel read the proclamation and Grand Valley Interfaith Network President Dave Edwards accepted the proclamation.

Proclaiming Doug Sortor Celebration of Life Day in the City of Grand Junction

Council President Anna Stout read the proclamation.

Presentation with an Action

Auditor's Report to City Council Regarding the 2021 Audit - Ty Holman, Haynie & Company

Haynie & Company Lead Audit Partner Ty Holman presented the audit and outlined scope, methodology and findings.

There was discussion regarding entries on the amended report, confirmation that all statements were in balance at year-end, that no material discrepancies existed, and of a future audit committee meeting to discuss the particulars of entries on the financial statements.

Councilmember McDaniel moved and Councilmember Pe'a seconded to accept the

Auditors Report and Financial Statements for the City of Grand Junction, Colorado for the year ended December 31, 2021. Motion carried by roll call vote with Councilmember Simpson voting no.

Citizen Comments

Bruce Lohmiller spoke of sex education starting in kindergarten.

Andrea Kreeves thanked Council and Staff for their continued support for the Recreation Center Initiative.

Council Reports

Mayor Pro Tem Herman gave updates on the Urban Trails Committee, Mesa County Safe Routes App, Downtown Development Authority Board and spoke of the United Soccer League presentation.

Councilmember Simpson gave an update on the Horizon Drive Association Business Improvement District.

Council President Stout will be attending the District 11 Colorado Municipal League meeting on September 14, 2022, and spoke of her Greeley visit where she met with their City Manager and Mayor.

City Manager Report

City Manager Caton gave an update on Cannabis Business Licensing.

CONSENT AGENDA

Councilmember Reitz moved and Councilmember Simpson seconded to adopt Consent Agenda items #1 - #5. Motion carried by unanimous voice vote.

1. Approval of Minutes

- a. Summary of the August 1, 2022 Workshop

- b. Minutes of the August 3, 2022 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Adding Chapter 13.40 Graywater Control Program and Setting a Public Hearing for September 7, 2022

- b. Quasi-judicial
 - i. Introduction of an Ordinance Rezoning 18.98 Acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac), Located at 2981 B 1/2 Road and Setting a Public Hearing for September 7, 2022

3. Agreements

- a. Safe Streets and Roads for All (SS4A) Action Plan Grant Memorandum of Agreement Between the City of Grand Junction, City of Fruita, Town of Palisade and Mesa County
- b. Stormwater Quality / Total Maximum Daily Load (TMDL) Memorandum of Understanding Between the City of Grand Junction and Mesa County

4. Procurements

- a. Authorize a Contract with Taylor Fence of Grand Junction for Columbine Softball Field Fence Replacement

5. Resolutions

- a. A Resolution Authorizing an Application to the Bureau of Reclamation (BOR) to Fund Installation of Artificial Turf at Suplizio Field
- b. A Resolution Supporting the Application for the 2022 Mesa County Federal Mineral Lease District Fall Grant Cycle
- c. A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for a Carrier Neutral Location Project
- d. A Resolution to Approve AIP Grant Offer No. 3-08-0027-076-2022 for the Runway Relocation Program Grading and Drainage Construction in the Amount of \$8,288,765 Between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and Authorize the City Manager and City Attorney to Sign
- e. A Resolution to Approve AIP Grant Offer No. 3-08-0027-077-2022 in the Amount of \$2,358,318 for the Runway 12/30 Relocation Program Between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority (GJRAA) and the Co-Sponsorship Agreement Between the City of Grand Junction and the GJRAA and Authorize the City Manager and City Attorney to Sign

REGULAR AGENDA**Authorize Contract Negotiations with Bud's Signs for the Design and Construction of City Entry Signs**

The City of Grand Junction currently has two entryway signs with one located on I-70 just east of Horizon Drive and the other on Highway 50 west of 28 1/2 Rd on Orchard Mesa that were both constructed in the 1980's. These two signs are planned to be replaced along with the construction of a new entry sign on the west side of the City limits for I-70 eastbound traffic. Authorization is sought for the Purchasing Division to negotiate a final contract with Bud Signs of Grand Junction, CO for the final design and construction of three City entry signs up to the budgeted amount of \$450,000.00.

Public Works Director Trent Prall, Visit Grand Junction Director Elizabeth Fogarty and General Services Director Jay Valentine presented this item.

Comments were made lauding the design of the signs.

Mayor Pro Tem Herman moved and Councilmember Pe'a seconded to authorize the Purchasing Division to negotiate and execute a Design/Build Contract with Bud's Signs of Grand Junction, CO for City Entry Signage for an amount not to exceed the budgeted amount of \$450,000. Motion carried by unanimous voice vote.

Community Recreation Center Planning

On July 18th, the City Council was updated on the Community Recreation Center (CRC) planning process. Parks and Recreation Advisory Board (PRAB) Chairperson Dr. Bill Findlay reported to City Council on its engagement with the selected CRC planning consultant, Barker Rinker Seacat (BRS). This included seven focus group meetings and one public forum.

Following those meetings, PRAB reviewed a significant amount of feedback. PRAB held a special meeting on July 28th to formulate a recommendation on a building program and funding. As detailed in the August 3rd memo to City Council, that includes a letter from Chairperson Bill Findlay, PRAB voted unanimously to pursue the larger CRC, an approximately 83,000 square foot facility at Matchett Park. This square footage does not include a possible hospital partner with a dedicated wellness space nor does the current budget include the cost to build that space. PRAB further recommended combining the cannabis revenue already secured and devoted to parks and recreation with the pursuit of a 0.15% dedicated sales tax to fund the approximately \$70 million project. This increase would be less than half of what was proposed in 2019 as the project would be smaller and only focus on the top priority of the CRC.

Parks and Recreation Director Ken Sherbenou introduced this item and summarized the community outreach. Dr. Bill Findlay presented this item.

Conversation ensued regarding the projection of the Cannabis tax, gratitude for the recommendation of using sales tax verses a nicotine tax, impact of the recommended increase of sales tax on big ticket items, and Council thanked PRAB for all their efforts in relation to the CRC.

Councilmember Pe'a moved and Councilmember Reitz seconded to approve the recommendation of the Parks and Recreation Advisory Board in addition to cannabis tax revenue already devoted to Parks and Recreation, and to also pursue the needed second funding source of a small 0.15% sales tax increase to enable a Community Recreation Center of approximately 83,000 square feet. Motion carried by voice vote with Councilmember Simpson voting no.

Council took a break at 7:13 p.m.

The meeting resumed at 7:22 p.m.

An Ordinance Making Supplemental Appropriations to the 2022 Budget of the City of Grand Junction, Colorado for the Year Beginning January 1, 2022 and Ending December 31, 2022

The budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line-item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to reappropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures.

This supplemental appropriation is for new spending authorization for the Community Recreation Center, the Orchard Mesa Pool Renovation, to spend additional revenues not anticipated in the original 2022 budget, and to replace Cannabis revenue for the Pickleball/Tennis Court and Monument Connect Phase II projects.

Finance Director Jodi Welch presented this item.

Discussion ensued regarding unrestricted fund balances as of year-end, improvements for Orchard Mesa (OM) Pool and the funding source (general fund verses capital project fund), possible reprioritization of capital projects, previous direction from Council to expedite the OM Pool improvements and possible policy that designates where project funding comes from verses deciding on a project level based on strategic priorities.

The public hearing opened at 7:49 p.m.

There were no public comments.

The public hearing closed at 7:49 p.m.

Mayor Pro Tem Herman moved and Councilmember Pe'a seconded to adopt Ordinance No. 5093, an ordinance making Supplemental Appropriations to the 2022 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2022 and ending December 31, 2022 on final passage and ordered final publication in pamphlet form. Motion carried by roll call vote with Councilmember Simpson voting no.

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)

Kettle Capital, LLC, requested a rezone from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac) for a parcel of land totaling 15.34-acres located at 2370 Broadway (Highway 340) in the Redlands in anticipation of future residential subdivision development. The requested R-5 zone district is consistent with the Comprehensive Plan Land Use Map designation of Residential Low.

The Planning Commission heard this item at its May 24, 2022 meeting and voted (4-0) to recommend denial of the request. Pursuant to Section 21.02.210(e) of the GJMC, an affirmative vote of five members of the City Council is required to approve a rezone recommended for denial by the Planning Commission.

Senior Planner Scott Peterson presented this item.

The public hearing opened at 8:05 p.m.

Ted Pierce, Julie Mathias, Brian Iden, Stan Kiser, and Claire McCullough spoke against the rezone.

The public hearing closed at 8:18 p.m.

Robert Jones II with Vortex Engineering represented the applicant and gave a presentation in rebuttal to the comments made during the public hearing explaining why the project aligns with an R-5 zone.

Conversation ensued regarding only 4 members of Planning Commission being present to hear the rezone, what Councilmembers are allowed to consider in making their decision, and what is allowable under the R-5 zone.

Mayor Pro Tem Herman moved and Councilmember Simpson seconded to adopt Ordinance No. 5078, 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) in the Redlands on final passage and ordered final publication in pamphlet form. Motion carried by roll call vote with Councilmember Pe'a voting no.

Non-Scheduled Citizens & Visitors

Richard Swingle commented on the calculation of sales tax revenue in relation to City of

Grand Junction residents versus non-residents.

Other Business

Councilmember Reitz asked for a sunset clause on the tax ballot measure to be considered for the proposed Community Recreation Center. City Attorney Shaver stated that Council will be adopting ballot language at a future meeting. Councilmember Reitz also expressed concerns of remaining conscious of reserve balances.

Adjournment

The meeting adjourned at 8:40 p.m.



Amy Phillips, CMC
City Clerk

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

August 24, 2022

Call to Order

Council President Stout called the Special Meeting of the Grand Junction City Council to order at 5:35 p.m. on the 24th day of August 2022.

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

Also present was City Attorney John Shaver.

Executive Session

Council President Stout moved, and Councilmember Pe'a 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 ATTORNEY.

The City Attorney 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 Pe'a moved, and Councilmember Simpson seconded to return to open session in the City Hall Administration Conference Room.

Council President Stout reconvened the Special Meeting at 6:41 p.m.

Adjournment

There being no further business the meeting adjourned at 6:42 p.m.

Amy Phillips, CMC
City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: September 7, 2022
Presented By: Ashley Chambers, Housing Manager
Department: Community Development
Submitted By: Tamra Allen, Community Development Director
John Shaver, City Attorney

Information

SUBJECT:

Introduction of an Ordinance Creating the Housing Advisory Board and Setting a Public Hearing for September 21, 2022

RECOMMENDATION:

Pass on first reading and publish in pamphlet form the proposed ordinance creating a Housing Advisory Board and set a public hearing for September 21, 2022.

EXECUTIVE SUMMARY:

The Housing Advisory Board ("Board" or "HAB") is being proposed in response to a generalized shortage of affordable housing in Grand Junction. In addition to proposing the creation of the HAB to advise the City Council, there are two ballot measures that the City Council is considering, which, if referred to and approved by the voters, will help fund approaches to benefit housing programs in the City.

BACKGROUND OR DETAILED INFORMATION:

The Housing Advisory Board ("Board" or "HAB") is being proposed in response to a generalized shortage of affordable housing in Grand Junction. In addition to proposing the creation of the HAB to advise the City Council, there are two ballot measures that the City Council is considering, which if referred to and approved by the voters, will help fund approaches to benefit housing programs in the City.

The Board's purposes include, but are not limited to, advising on housing issues, strategies, goals, and policies in the City, studying and recommending to the City Council long and short-range goals for developing affordable and attainable/workforce housing, and studying and recommending ordinances, funding, and programs to

address recognized and anticipated housing needs.

At its September 21, 2022, meeting, the City Council will conduct a public hearing on the proposed Ordinance and determine if amending the City Code to create and establish the Board is necessary and proper.

FISCAL IMPACT:

There is no fiscal impact related to this ordinance.

SUGGESTED MOTION:

I move to introduce an ordinance creating the Housing Advisory Board, publish the ordinance in pamphlet form and set a public hearing for September 21, 2022.

Attachments

1. ORD-Housing Advisory Board 083022 vFinal

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GRAND JUNCTION MUNICIPAL CODE TO ADD SECTION 2.38.010 *ET. SEQ.* TO CREATE THE GRAND JUNCTION HOUSING ADVISORY BOARD

RECITALS:

By and with this Ordinance the City Council amends the Grand Junction Municipal Code (GJMC or Code) to provide for the appointment of the Grand Junction Housing Advisory Board.

The Housing Advisory Board (“Board” or “HAB”) is being proposed in response to a generalized shortage of affordable housing in Grand Junction. In addition to proposing the creation of the HAB to advise the City Council, there are two ballot measures that the City Council is considering, which if referred to and approved by the voters, will help fund approaches to benefit housing programs in the City.

The Board’s purposes include, but are not limited to, advising on housing issues, strategies, goals, and policies in the City, studying and recommending to the City Council long and short-range goals for developing affordable and attainable/workforce housing, and studying and recommending ordinances, funding, and programs to address recognized and anticipated housing needs.

At its September 21, 2022, meeting the City Council considered this Ordinance and determined that amendment of the Code to create and establish the Board is necessary and proper and does for the foregoing reasons adopt and approve this Ordinance as follows.

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

Section 2.38.010 *et. seq.* is added to the Grand Junction Municipal Code amendments are shown in bold type:

2.38.010 Appointment of members – Purpose and duties.

The President of the City Council, with the concurrence of a majority of the Council, shall appoint a Housing Advisory Board (HAB) which shall advise City Council and City staff and shall perform the following functions:

(a) advise on housing issues, strategies, goals, and policies in the City;

(b) study and recommend to the City Council long and short-range goals for developing affordable/attainable and workforce housing;

- 47 (c) study and recommend ordinances, funding, and programs to address
48 recognized and anticipated housing needs;
49
- 50 (d) develop and recommend, with community input, innovative approaches to
51 accomplish the City's housing goals, including tools for preserving
52 existing housing;
53
- 54 (e) advise the City Council concerning the impacts of city policy proposals on
55 housing affordability, diversity, and accessibility;
56
- 57 (f) review, and as deemed appropriate, develop and expand opportunities with
58 state and local housing agencies and providers and make
59 recommendations to the City Council;
60
- 61 (g) consult and coordinate with state and local housing agencies and other
62 city boards and commissions to develop and support the City's housing
63 goals;
64
- 65 (h) advise the City Council concerning an appropriate advocacy role for the
66 City in state and federal housing matters; and,
67
- 68 (i) act in an advisory capacity to the City Council including assisting in
69 initiatives to assist in implementation and development of housing
70 programs.
71

72 **2.38.020 Terms of members – *Ex officio* members.**

73
74 **The President of the City Council, with the concurrence of a majority of the**
75 **Council, shall appoint eleven (11) members who are residents of the City to the**
76 **Housing Advisory Board. The Board shall include four (4) members selected from**
77 **the following educational/professional disciplines and/or that have relevant**
78 **experience in commercial finance/lending, real estate development and**
79 **construction. The Board shall include three (3) other members who shall not**
80 **require specific educational or professional experience.**

81
82 **The Grand Junction Housing Authority, and two additional housing organizations**
83 **representing the continuum of housing needs and the City Council shall each**
84 **appoint one member from each agency/board to serve on the Housing Advisory**
85 **Board. These shall be *ex officio*, nonvoting members of the Board. The City**
86 **Council will solicit letters of interest from housing organizations other than the**
87 **GJHA. Based on the expressions of interest, the City Council will nominate**
88 **organizations for membership on the Board.**

89
90 **All members, excluding the City Council member, shall serve three-year**
91 **staggered terms in accordance with the adopted bylaws of the Board. The City**

92 Council member shall serve a one-year term but may be reappointed annually to
93 coincide with the member's term on Council.

94
95 Members may be reappointed by City Council upon expiration of his/her term for
96 a three-year term for a total of four terms. Ex-Officio members shall not be term
97 limited.

98
99

100 **2.38.030 Filling of Vacancies.**

101
102 Appointments to fill vacancies on the Housing Advisory Board shall be for the
103 unexpired term and shall be made in the same manner as other appointments.

104 **2.38.040 Compensation and Removal of Members.**

105
106 (a) No member of the Housing Advisory Board shall receive any compensation
107 for such membership/service on the Board.

108
109 (b) Members of the Housing Advisory Board may be removed by action of the
110 City Council for malfeasance or nonfeasance or for unexcused failure to attend
111 three consecutive meetings of the Board. The Board may recommend such action
112 to the Council.

113
114
115
116

117
118 _____
119 Anna M. Stout
120 President of the Council

121 ATTEST:
122
123 _____
124 Amy Phillips
125 City Clerk



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: September 7, 2022
Presented By: John Shaver, City Attorney
Department: City Council
Submitted By: John Shaver

Information

SUBJECT:

Introduction of an Ordinance Placing a Charter Amendment to Change the Authorized Length of Leases of City Property for Housing from 25 Up to 99 Years on the Election Ballot for the Special Municipal Election to Be Held November 8, 2022, and Setting a Public Hearing for September 21, 2022

RECOMMENDATION:

Adopt and approve on first reading and pass for publication in pamphlet form an ordinance placing a Charter amendment to change the authorized length of leases on City property from 25 up to 99 years for affordable housing and set a public hearing for September 21, 2022.

EXECUTIVE SUMMARY:

The City Council is considering an ordinance to present to the City voters to change the City Charter to allow the City to lease City property for up to 99 years for affordable housing. Increasing the possible lease term from 25 up to 99 years will benefit the public by allowing the highest and best use of certain property and in turn contribute to reducing the shortage of affordable housing in the community. Voter approval of the ballot question will only change the possible lease term for affordable housing on City property now owned or after acquired.

BACKGROUND OR DETAILED INFORMATION:

Pursuant to §151 of the Grand Junction City Charter, the Charter may be amended at any time in the manner provided by Article XX of the Constitution of the State of Colorado. The City Council has determined that the Charter provision limiting leases of public property to a term of 25 years may be unduly restrictive for the possible use of City property for affordable housing, and that increasing the term from 25 up to 99

years will benefit the public by allowing the highest and best use of certain property and in turn contribute to reducing the shortage of affordable housing in the community. Leasing of any public property is permissive and within the sole and sound discretion of the City Council on terms it deems necessary and appropriate; amending the Charter will only change the possible lease term for affordable housing of City property now owned or after acquired. Therefore, the City Council is considering an ordinance to present to the City voters a change to the City Charter, allowing the voters to determine if amending the Charter as provided in this ordinance would be in the best interest of the City.

FISCAL IMPACT:

There is no direct fiscal impact as a result of this ordinance.

SUGGESTED MOTION:

I move to introduce an ordinance placing a Charter amendment on the November 8, 2022 ballot to change the authorized length of leases on City property from 25 up to 99 years for affordable housing, publish the ordinance in pamphlet form and set a public hearing for September 21, 2022.

Attachments

1. ORD-Charter 124 amend to 99 years for affordable housing 080922

1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. ____

3 AN ORDINANCE PLACING A CHARTER AMENDMENT TO CHANGE THE
4 AUTHORIZED LENGTH OF LEASES OF CITY PROPERTY FOR AFFORDABLE HOUSING
5 FROM TWENTY-FIVE UP TO NINETY-NINE YEARS ON THE ELECTION BALLOT FOR THE
6 SPECIAL MUNICIPAL ELECTION TO BE HELD THE 8th DAY OF NOVEMBER 2022

7 Recitals.

8 Pursuant to § 151 of the Grand Junction City Charter, the Charter may be
9 amended at any time in the manner provided by Article XX of the Constitution
10 of the State of Colorado.

11 The City Council has determined that the Charter provision limiting leases of
12 public property to a term of twenty-five years may be unduly restrictive for the
13 possible use of City property for affordable housing, and that increasing the
14 term from twenty-five up to ninety-nine years will benefit the public by allowing
15 the highest and best use of certain property and in turn contribute to reducing
16 the shortage of affordable housing in the community. Leasing of any public
17 property is permissive and within the sole and sound discretion of the City
18 Council on terms it deems necessary and appropriate; amending the Charter
19 will only change the possible lease term for affordable housing on City property
20 now owned or after acquired.

21 Therefore, the City Council desires to present to the City voters a change to the
22 City Charter, allowing the voters to determine if amending the Charter would be
23 in the best interest of the City.

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

26 That a question of proposed amendment to Section 124 of the Charter to
27 increase the length of the allowed term of lease of certain City property from
28 twenty-five to ninety-nine years, as follows, be placed on the November 8, 2022,
29 ballot:

30 **City of Grand Junction**

31 **Shall there be an amendment to Article XIV, Section 124 of the City**
32 **Charter, as amended, to increase the authorized lease term for City**
33 **property, now owned or after acquired, from 25 years to a term not to**
34 **exceed 99 years when the property is to be used for affordable housing**
35 **project(s)?**

36 If approved, Section 124 will read, in relevant part (and without
37 amendment of the balance of Section 124 as amended) as follows:

38 ***124. "No franchise, lease or right to use the streets or the public places, or***
39 ***property of the city, shall be granted by the city, except as in this Charter***
40 ***provided, for a period longer than twenty-five years; however, the City***
41 ***may, by and with adoption of an ordinance, lease certain City property,***
42 ***now owned or after acquired, for affordable housing for a term not to***
43 ***exceed ninety-nine years."***

44 _____ **FOR THE AMENDMENT**

45 _____ **AGAINST THE AMENDMENT**

46
47 The ballot title is set based upon the requirements of the Colorado Constitution
48 and the City Charter, all State statutes that might otherwise apply are hereby
49 superseded to the extent of any inconsistencies or conflicts and, pursuant to
50 Section 31-11-102, C.R.S., is an alternative to the provisions of State law. Any
51 inconsistency or conflict is intended by the City Council and shall be deemed
52 made pursuant to the authority of Article XX of the Colorado Constitution and
53 the Charter.

54 Pursuant to Sections 31-10-1308, and 1-11-203.5 C.R.S., any election contest
55 arising out of a ballot issue or ballot question election concerning the order of
56 the ballot or the form or content of the ballot title shall be commenced by
57 petition filed with the proper court within five days after the title of the ballot
58 issue or ballot question is set, and for contest concerning the order of a ballot,
59 within five days after the ballot order is set by the County Clerk.

60 The officers of the City are hereby authorized and directed to take all action
61 necessary or appropriate to effectuate the provisions of this resolution.

62 If any section, paragraph, clause, or provision of this resolution shall for any
63 reason be held to be invalid or unenforceable, the invalidity or unenforceability
64 of such section, paragraph, clause, or provision shall in no manner affect any

65 remaining provisions of this resolution, the intent being that the same are
66 severable.

67 INTRODUCED ON FIRST READING AND ORDERED PUBLISHED THIS 17th DAY OF
68 AUGUST 2022.

69 PASSED AND ADOPTED THIS ____ TH DAY OF SEPTEMBER 2022.

70

71 _____
72 Anna M. Stout
73 President of the City Council
74

75

76 ATTEST:
77 _____
78 Amy Phillips
79 City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: September 7, 2022

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

Introduction of an Ordinance Rezoning 6.15 Acres from I-2 (General Industrial) to I-1 (Light Industrial), Located at 2415 Blue Heron Road and Setting a Public Hearing for September 21, 2022

RECOMMENDATION:

Planning Commission heard this item at its August 23, 2022 meeting and voted (7-0) to recommended approval of the request.

EXECUTIVE SUMMARY:

The Applicant, JGMS Government Services LLC is requesting the rezone of one 6.15-acre parcel from I-2 (General Industrial) to I-1 (Light Industrial) located at 2415 Blue Heron Road. The requested I-1 zone district conforms with the Comprehensive Plan Land Use Map designation of Industrial.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The proposed rezone comprises one 6.15-acre parcel located at 2415 Blue Heron Road south of the Riverside Parkway at 24-1/4 Road. The parcel is Lot 1 of the Blue Heron Lake Industrial Park that was subdivided in 2004 and is currently zoned I-2 (General Industrial). There is presently one building of approximately 15,332 square feet on the site that was constructed in 2005. The property is adjacent to other industrial uses to the north and east that are all also zoned I-2. Properties to the west and south are owned by the City of Grand Junction, zoned CSR (Community Services and Recreation) and part of the riverfront trail system.

The 2020 One Grand Junction Comprehensive Plan classified the subject property and

adjacent properties to the north and east with an Industrial land use classification and the properties to the west and south as Parks and Open Space. The 2010 Comprehensive Plan Future Land Use Map also classified this area as Industrial and Park. Implementing zone districts for the Industrial Land Use classification per the 2020 Plan include I-1 (Light Industrial), I-2 (General Industrial), C-2 (General Commercial), and I-O (Industrial Office/Park). As such, the Comprehensive Plan land use classification of Industrial does support the rezone request to I-1 (Light Industrial).

While there aren't significant differences between the I-1 and I-2 zone districts, the Applicant is proposing the rezone to I-1 to provide more flexibility of allowed uses for the existing building and site. The property was recently purchased by JGMS Government Services, LLC with the intent of using the majority of the building for general offices which is not permitted in the existing I-2 zone district. An existing manufacturing use in the building would also remain. The proposed I-1 zoning would allow for both the manufacturing use to continue in the building and on the site but would also allow for the general office use.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held virtually on March 3, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's representative and City staff were present. There were no members of the public in attendance.

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 and a notice of the public hearings before Planning Commission and City Council was mailed in the form of notification cards to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1,000 feet, on August 12, 2022. The notice of the Planning Commission public hearing was published on August 16, 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 Industrial which is a similar designation that has historically been identified on the property. Both the Applicant's proposed zoning of I-1, as well as the existing zoning of I-2 implement the Land Use Designation of Industrial. The existing zoning of I-2 continues to be a valid zoning under the Comprehensive Plan, and staff has found no other subsequent events to have invalidated the original premise of the existing zoning.

(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 existed in its current state with a single building for 17 years. The adjacent industrial uses have been developed over the past 40+ years, with the building just east of this site having been constructed in 1975. The adjacent recreational open space and trails began to be established in the early 1990s as the Blue Heron section of the riverfront trail system. A railroad siding has served the industrial park since the mid-1970s, which certainly supports the industrial character of the businesses and uses in the area. The Applicant is requesting the zone change to be used for a wider variety of uses than are presently allowed in the I-2 zone district. The I-1 zone district provides for a wider variety of uses that support and complement the strictly industrial uses. However, generally, the character and/or condition of the area has not changed. 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

The subject property is within a long-established urban industrial area along the Riverside Parkway. Adequate public and community facilities and services are available and sufficient to serve uses associated with the I-1 zone district. The type and scope of land-use allowed within the I-1 zone district is similar in character and extent to the existing land-use of many nearby properties, which include light and heavy industrial and commercial uses. The subject site is currently served by Ute Water, Persigo Wastewater Treatment, and Xcel Energy (electricity and natural gas). The Mesa Mall commercial area is nearby just north of Highway 6&50. Multi-modal access to the site is gained from Riverside Parkway and pedestrian/bicycle access is available directly from the site to the trails around Blue Heron Lake. 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

There are not substantial differences between the I-1 and I-2 zone districts aside from the allowances of some uses. The I-1 zone district accounts for approximately 7.6% of City zoned land, whereas the I-2 zone district accounts for approximately 2.8% of City zoned land. In looking at the aerial photographs of this site over the past 5 years, the large building and site appear underutilized. Thus, staff believes that there may be better use of it in this area to be able to expand to the more diverse uses allowed within the I-1 zone district. As the Applicant has pointed out in the General Project Report, the Code definition for I-1 is a better fit for the site's current operations and facilities and is more accommodating for projected development and use that will support the growing employment base as well as a larger variety of the type of businesses in the area. However, while there may be a need for more diversification of uses in this area of the community, Citywide there is not an inadequate supply of suitably designated land to accommodate I-1 uses. 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. The Applicant has stated there is a strong need in the community for the services offered by the property as well as for industrial facilities which provide functional office space. The I-1 zone district would allow for ongoing, balanced growth in the industrial area while maximizing the benefits of the riverfront area. As such, staff finds this criterion has been met.

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

Plan Principle 2: Strategies 1. and 3. Resilient and Diverse Economy – Foster a vibrant, diverse and resilient economy and promote business growth for a diverse and stable economic base.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the JGMS Government Services, LLC request, RZN-2022-459, rezoning Lot 1 of Blue Heron Lake Industrial Park, a 6.15-acre parcel, from I-2 (General Industrial) to I-1 (Light Industrial) for the property located at 2415 Blue Heron Road, the following findings of fact have been made:

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

Therefore, the Planning Commission recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to introduce an ordinance to rezone the property located at 2415 Blue Heron Road from I-2 (General Industrial) to I-1 (Light Industrial), public in pamphlet form and set a public hearing for September 21, 2022.

Attachments

1. Development Application
2. Site Maps and Photos

3. ORD-Zoning Blue Heron 082522

General Project Report for 2415 Blue Heron Rd Rezone

2415 Blue Heron Rd.
Grand Junction, Co 81505

Prepared by and for:

JGMS Government Services, LLC

Project Description (Location, Acreage, Proposed use)

This site is contained within Mesa County Tax Parcel number 2945-092-24-006 and consists of approximately 6.51 acres located at 2415 Blue Heron Road, Grand Junction, Colorado 81505 as shown below in figure 1.



Figure 1: Location map of 2415 Blue Heron Rd.

This property is owned by JGMS Government Services, LLC (JGMS GS) and is currently zoned General Industrial (I-2). JGMS GS requests the property be given a zoning designation of Light Industrial (I-1) to allow for future uses that I-2 does not permit such as general offices.

This property occupies the western portion of Blue Heron Rd in an industrial area. Adjacent properties are zoned as I-2 with C-1 and C-2 to the north side of Riverside Parkway. There are properties to the north, east, and northwest that are currently zoned as I-1 as show in Figure 2.



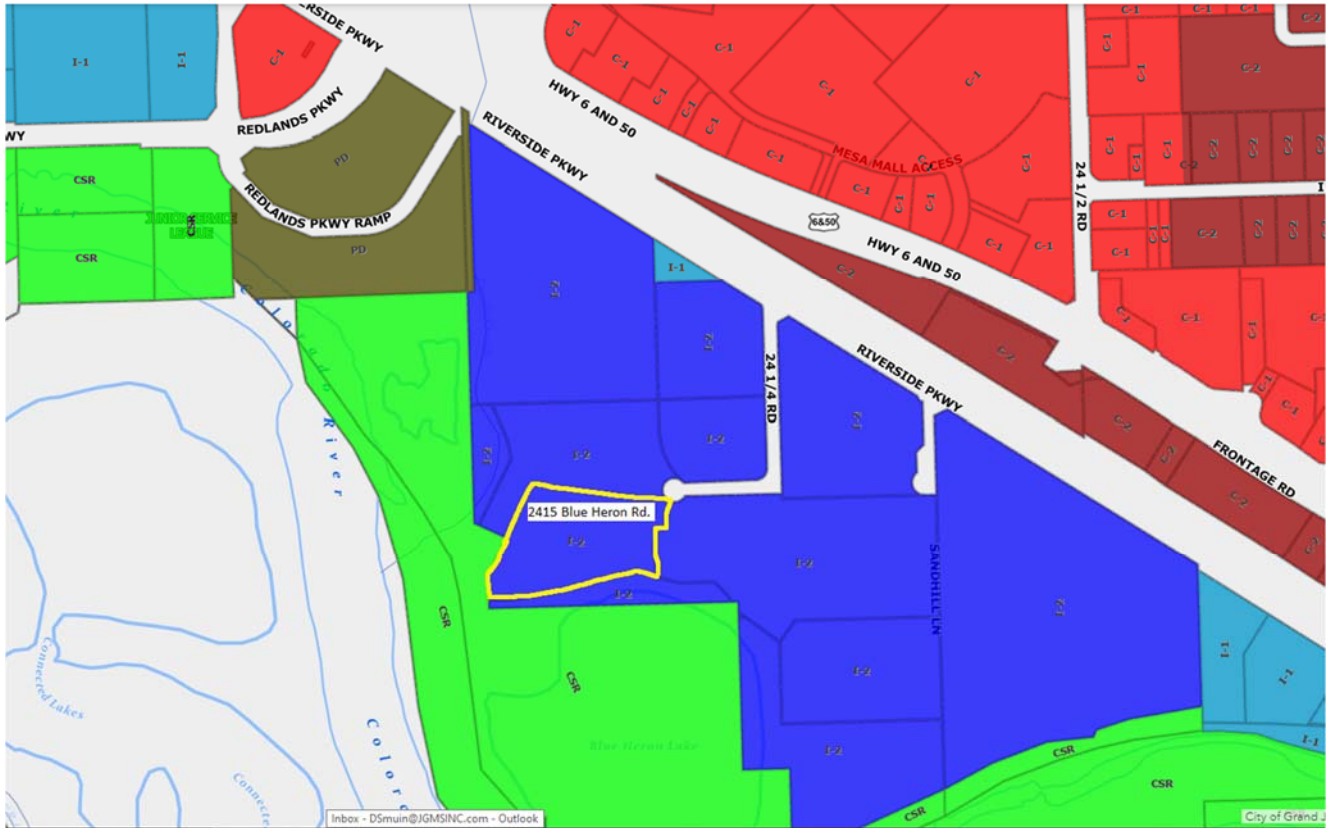


Figure 2. Current Zoning adjacent to 2415 Blue Heron Rd.

Surrounding Land Uses and Zoning

The following adjacent properties are zoned accordingly:

Direction	Zoning	Current Land Use
North	I-1, I-2	Industrial
East	I-2, I-2	Industrial
South	I-2, CSR	Industrial/Exempt
West	CRS	Exempt

Grand Junction City Growth Plan

The City’s Growth Plan map calls for the adjacent properties to continue to be zoned as industrial. Only changes to the surrounding area is future rezoning of Redlands Parkway ramp from PD to Commercial as shown below in Figure 3.





Figure 3: Grand Junction City's Growth Plan Map.

Site Access

Access to the site remains unchanged allowing access from Blue Heron Road.

Utilities

There are no changes to existing utilities needed for this project.

21.02.140 Code Amendment and Rezoning

In order to maintain internal consistency between code and zoning maps, map amendments must only occur if:

1. **Subsequent events have invalidated the original premise and findings; and/or**
Response: The current code definition for I-2 is not fully adequate for the type of operation and existing facilities on this site. The future plan of the facility is to have more industrial uses and general office space to maximize the opportunity to highlight the riverfront area which is not allowed by I-2 but is allowed with I-1 zoning.



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

Response: The City of Grand Junction/Mesa County Future Land Use Maps indicate a site zoning of Industrial. The applicant's request to rezone the property to I-1 is consistent with the City's 2020 One Grand Junction Comprehensive Plan.

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

Response: The rezone request will not modify or change any of the current public or community facilities needed to serve the property in question.

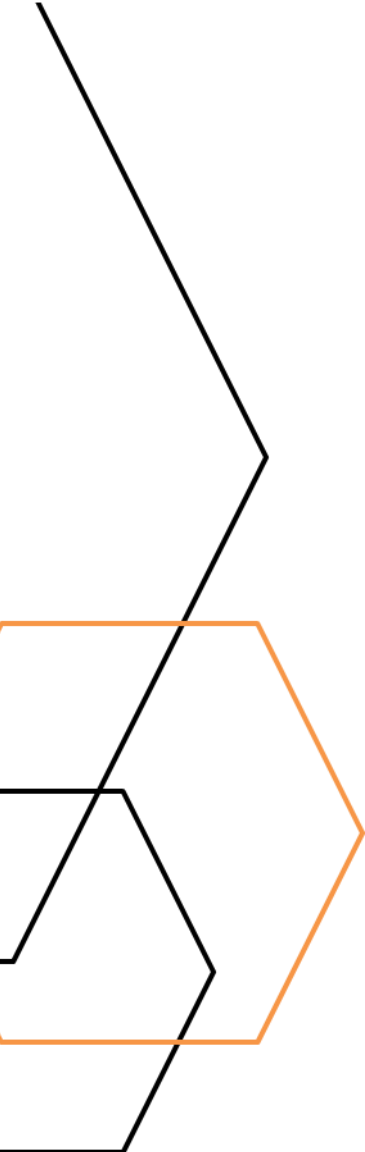
4. An inadequate supply of suitable designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

Response: The code definition for I-1 remains a better fit for the site's proposed operations and facilities. A rezone to I-1 remains consistent with the property's proposed use of industrial with general offices and with the City's 2022 Comprehensive Plan to maximize enjoyment and use of the Riverfront and Trail Transportation.

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

Response: There is a strong need in the local community for the services offered by the property, as well as for industrial facilities which provide functional office space. The proposed rezone of the property in question remains consistent with the City's 2020 One Grand Junction Comprehensive Plan because it allows for ongoing, balanced growth in industrial areas while maximizing the benefits of the Riverfront area.





I-2 to I-1 Rezone

(General Industrial to Light Industrial)

2415 Blue Heron Road

ICSL Holding, LLC

March 2022

Site Location Map



Contact Information

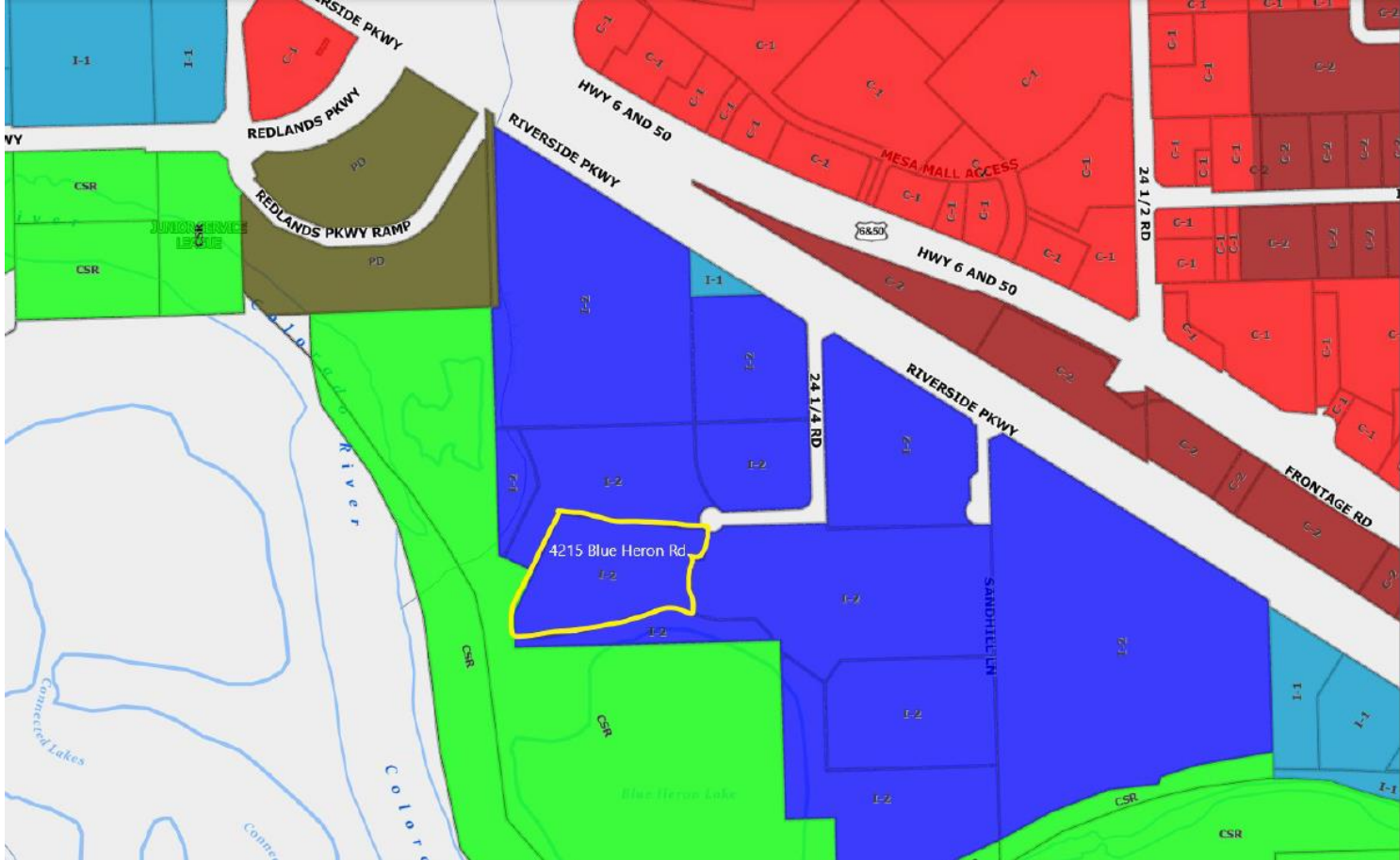
Ray Plieness, Member of ICSL, Holding LLC
336 Main Street GJ, CO 81501
970-640-5327



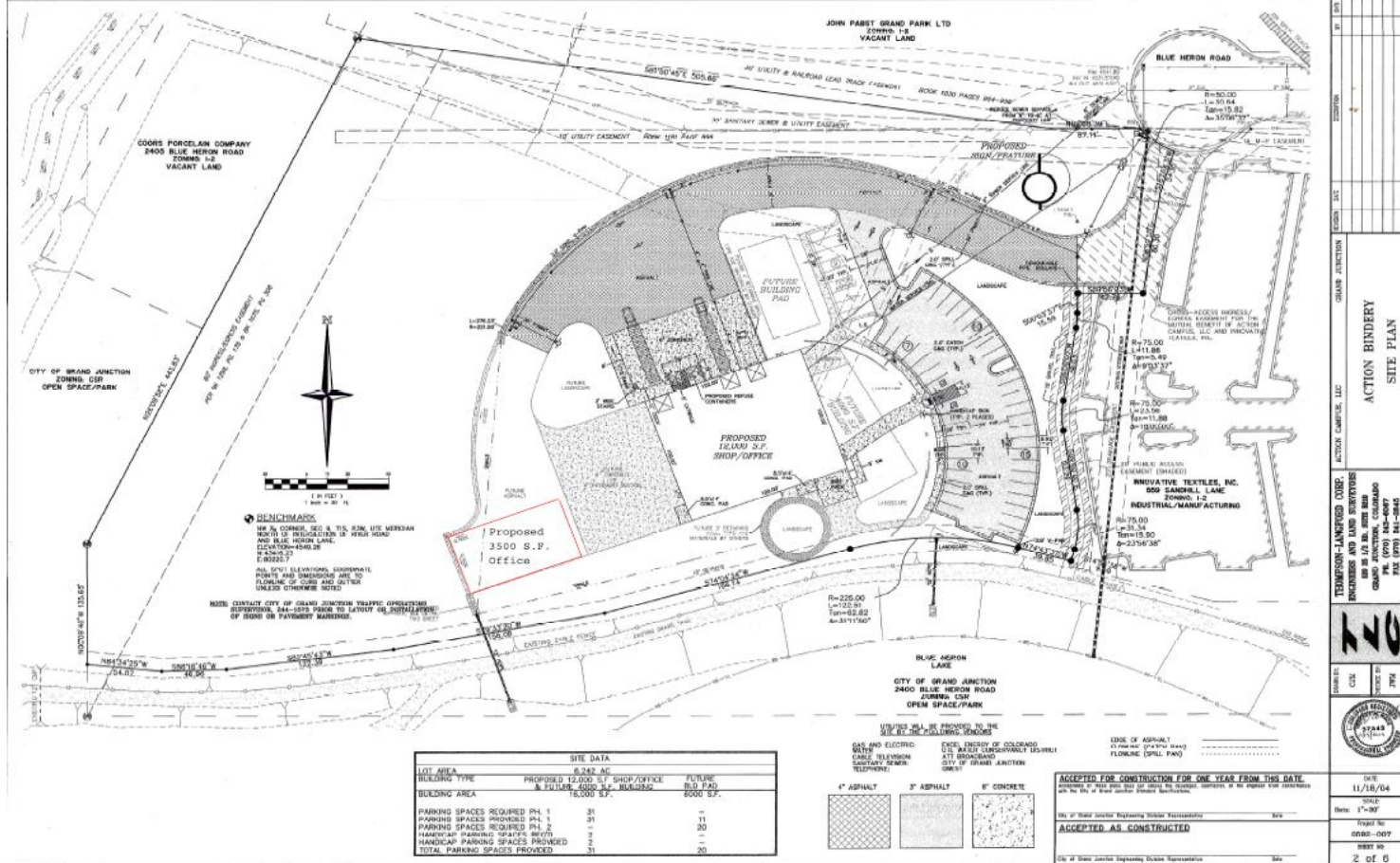
➤ Under Contract: 2415 Blue Heron Road

- 6.15 Acres
- Existing 15,332 sq. ft.
 - 6,664 office
 - 8,668 warehouse/manufacturing
- Currently Zoned I-2 (General Industrial)

Existing Zoning



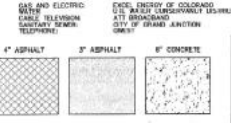
New Site Plan



BENCHMARK
 NA 74 CORNER SEC 8, T16S, R10E, 10TH MERIDIAN
 AND BLUE HERON LANE OF BLUE HERON
 AND BLUE HERON LANE.
 DEDICATION 4549.28
 53.34
 E 83222.7

NOTE: VERIFY CITY OF GRAND JUNCTION TRAPLINE (SPRINKLER) ELEVATIONS. BALLASTS PER TO EXISTING (AS SHOWN) UNLESS OTHERWISE NOTED.
 ALL SPOT ELEVATIONS, CORNER POINTS AND DIMENSIONS ARE TO FINISHING OF CURB AND OTHER UNLESS OTHERWISE NOTED.

SITE DATA			
LOT AREA	6,742 AC.		
BUILDING TYPE	PROPOSED 12,000 S.F. SHOP/OFFICE	FUTURE	800 PAD
BUILDING AREA	& FUTURE 3000 S.F. BUS/STORAGE		
PARKING SPACES REQUIRED PH 1	31		
PARKING SPACES PROVIDED PH 1	31	11	
PARKING SPACES REQUIRED PH 2		20	
HANDICAPPED PARKING SPACES REQUIRED	3		
HANDICAPPED PARKING SPACES PROVIDED	3		
TOTAL PARKING SPACES PROVIDED	31	20	



ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.
 City of Grand Junction Engineering Section Representative: [Signature]

TRANSMISSION-LINEWORK, CROSS BRACING AND LINE SUPPORTS
 800 S. 107th Ave., Suite 200
 Grand Junction, Colorado 81505
 TEL: (970) 241-9845
 Fax: (970) 241-9845
 info@tandem.com

ACTION BINERY
SITE PLAN

710

DATE: 11/16/04
 SHEET: 1 of 1
 DRAWING NO: 0500-007
 11/16/04

2 of 6

Impacts of Rezoning to I-1



- Additional Traffic on 24 ¼ Road
 - Impact minimal. Site was already planned for an additional phase to include 20 additional parking spaces and a 4,000 sq. ft. building.
- Additional use of city’s Riverfront Investment and potential for new organization to bike to work.

Analysis – Review Criteria:



1. Subsequent events have invalidated the original premises and findings; and/or
2. The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or
3. **Public and community facilities are adequate to serve the type and scope of land use proposed; and/or**
4. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or
5. **The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.**

Questions????



- THANK YOU -

ICSL Holding, LLC

336 Main Street, Suite 207
Grand Junction, CO 81501
970-254-1354

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) JGMS Government Services, LLC ("Entity") is the owner of the following property:

(b) 2415 Blue Heron Rd. Grand Junction, CO 81505

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

I am the (c) _____ 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:

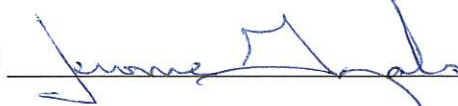
On behalf of Entity, I have reviewed the application for the (d) rezone

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: Jerome Gonzales, President of Managing Member J.G. Management Systems, Inc.

State of Colorado)

County of Mesa) ss.

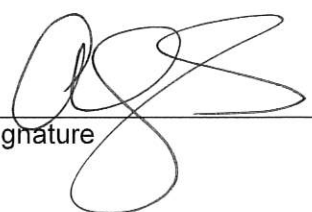
Subscribed and sworn to before me on this 24 day of May, 2022

by Amelia Sanchez

Witness my hand and seal.

My Notary Commission expires on January 8, 2025

AMELIA CRYSLER SANCHEZ
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20214000974
 MY COMMISSION EXPIRES JANUARY 08, 2025


 Notary Public Signature

Instructions

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

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

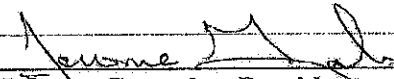
STATEMENT OF AUTHORITY
(38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named **JGMS Government Services, 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 a: **Limited liability company**
3. The mailing address for the entity is:
336 Main Street; Suite 207, Grand Junction, CO 81501
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:
Jerome Gonzales, President of J.G. Management Systems, Inc., Managing Member
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 interest in real property:
None

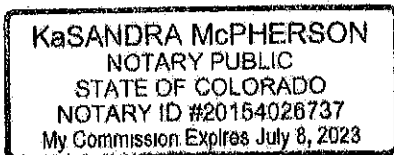
Dated this 31st day of March, 2022.

JGMS Government Services, LLC, a Colorado limited liability company
By: J.G. Management Systems, Inc., Managing Member


By: 
Jerome Gonzales, President

State of Colorado
County of Mesa

The foregoing instrument was acknowledged before me this 31st day of March, 2022, by **Jerome Gonzales, President of J.G. Management Systems, Inc., Managing Member of JGMS Government Services, LLC, a Colorado limited liability company.**



Witness my hand and official seal.


Notary Public

Statement of Authority



BLUE HERON ROAD

DESCRIPTION:
 Lot 1 of
 Blue Heron Lake Industrial Park,
 COUNTY OF MESA, STATE OF COLORADO

TAX SCHEDULE NO. 2945-092-24-006
 Advanced Title Company
 Order No.: ATC-21-9873

BASIS OF BEARINGS STATEMENT

Bearings are based on the Mesa County Local Coordinate System, locally determined by GPS observations on the West line of Lot 1 Blue Heron Lake Industrial Park (Reception #2230829) Survey Markers being #5 rebar w/2" aluminum cap LS#18478

The bearing being N26°09'58"E

SURVEYOR'S CERTIFICATION

I, DAVID M. MORRIS, A REGISTERED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO JGMS GOVERNMENT SERVICES LLC THAT A FIELD SURVEY OF THE PROPERTY DESCRIBED HEREON WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND COMPLETED ON JUNE 2018, THAT THIS IMPROVEMENT SURVEY PLAT CORRECTLY SHOWS ALL BOUNDARIES, THE LOCATION OF ALL PINS AND MONUMENTS, THE LOCATION OF ALL STRUCTURES SITUATED ON THE SAID PROPERTY, APPARENT EASEMENTS AND THE SOURCE FROM WHICH THEY WERE OBTAINED, CONFLICTING BOUNDARY EVIDENCE, ANY FENCES, HEDGES OR WALLS ON OR WITHIN FIVE FEET OF BOTH SIDES OF ALL BOUNDARIES OF SAID PROPERTY, THE LOCATION OF ALL VISIBLE UTILITIES LOCATED ON SAID PROPERTY, ALL UNDERGROUND UTILITIES FOR WHICH THERE IS VISIBLE SURFACE EVIDENCE, AND THE AVAILABLE FROM THE COUNTY CLERK AND RECORDER OR FOR WHICH INFORMATION WAS MADE AVAILABLE.



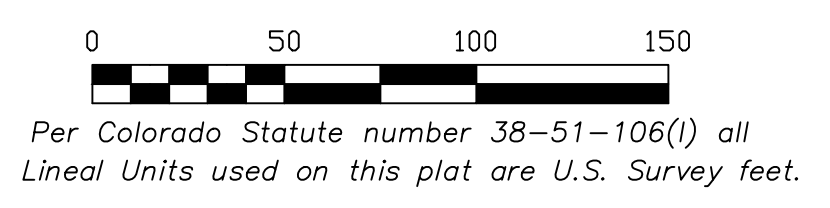
LINE TABLE

LINE	BEARING	DISTANCE
L1	S84°34'25"E	54.07'
L2	N88°16'46"E	46.96'
L3	S82°45'43"W	122.39'
L4	N79°33'20"E	156.08'
L5	S74°04'34"W	185.14'
L6	N74°43'37"W	39.85'
L7	N14°56'38"E	9.59'
L8	S09°00'00"E	63.26'
L9	N09°00'00"E	58.03'
L10	N00°03'37"W	15.59'
L11	N89°56'23"E	47.76'
L12	N08°59'10"E	80.30'
L13	S16°56'13"W	34.35'

- LEGEND**
- ◆ FOUND MESA COUNTY SURVEY MARKER (A 3" Alloy Cap set in Concrete)
 - FOUND #5 REBAR 2" ALUMINUM CAP LS #18478
 - SET NO.5 REBAR W/CAP L.S. 30111

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	225.00'	122.51'	121.00'	S89°40'28"W	31°11'47"
C2	75.00'	31.34'	31.11'	N02°58'19"E	23°56'24"
C3	75.00'	23.57'	23.47'	N00°00'00"W	18°00'13"
C4	75.00'	11.86'	11.85'	S04°28'12"W	9°03'44"
C5	50.00'	30.64'	30.16'	S54°25'51"E	35°06'27"



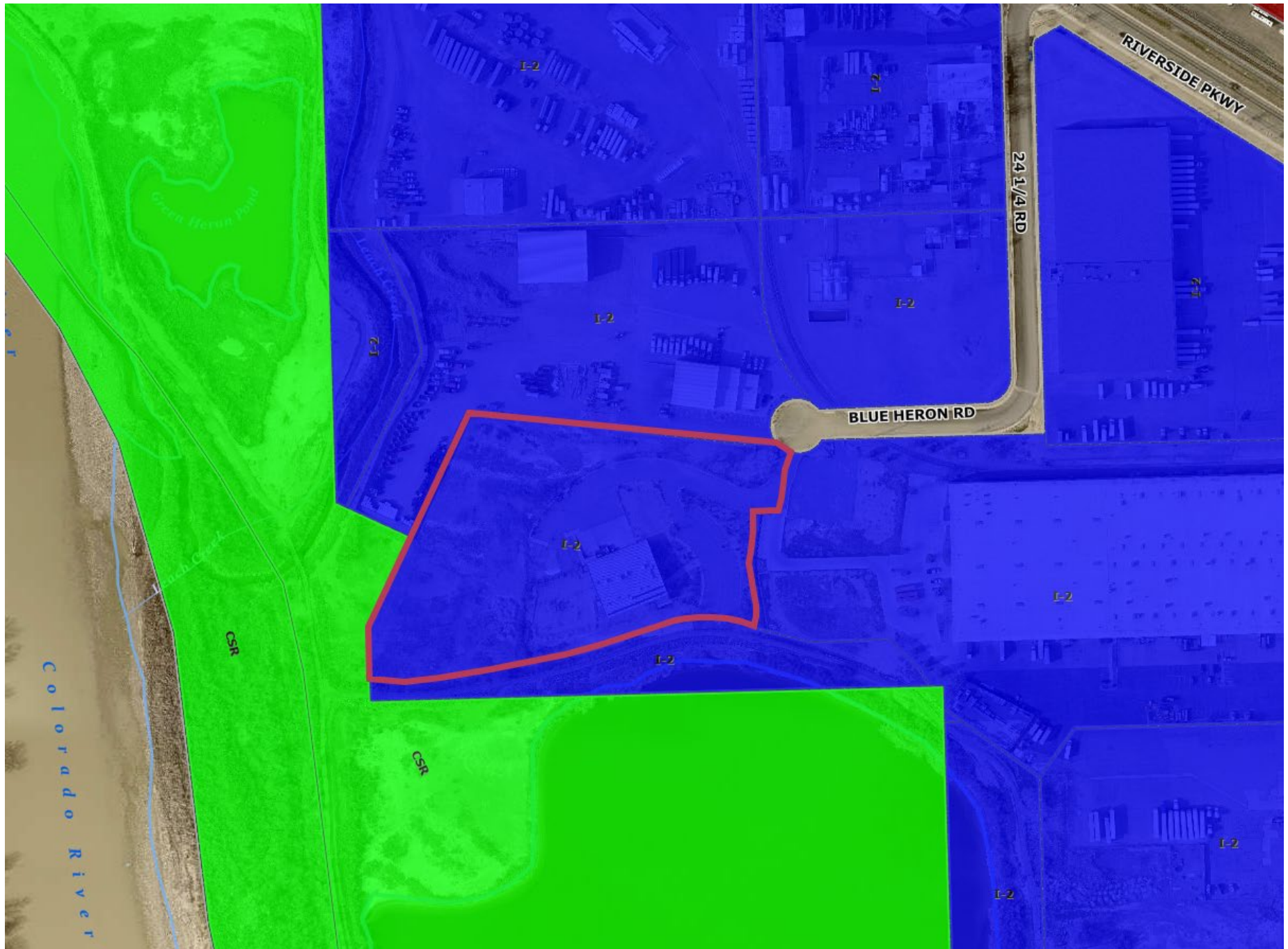
LAND SURVEY DEPOSITS
 MESA COUNTY SURVEYORS OFFICE

DATE: _____

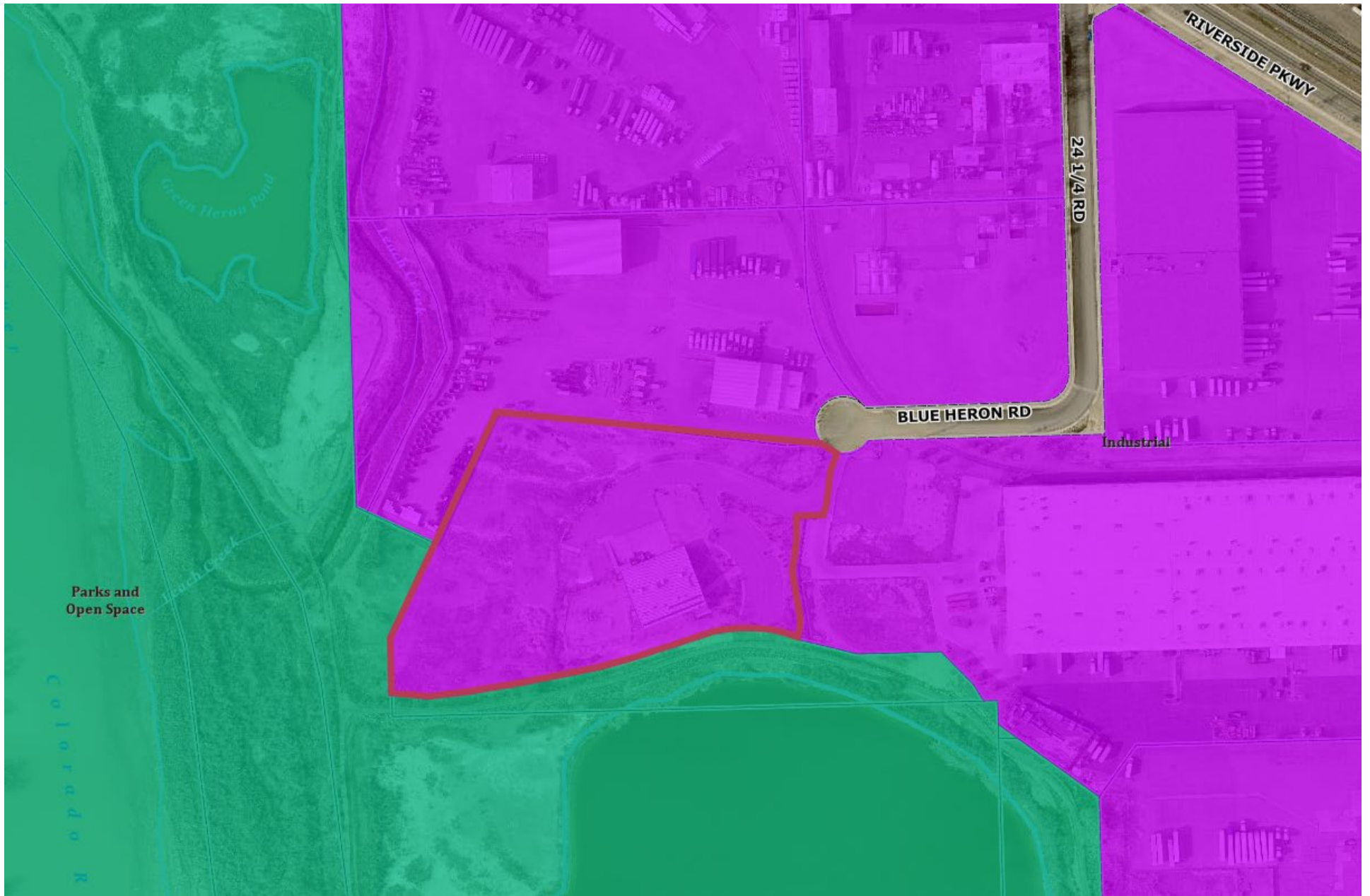
DEPOSIT NUMBER _____

IMPROVEMENT SURVEY		
2415 BLUE HERON ROAD, GRAND JUNCTION, CO 81505		
FOR: ICSL HOLDING, LLC	Surveying Western Colorado Since 1979	SURVEYED BY: MSM
ACAD ID: 2415 Blue Heron Rd	Q.E.D. SURVEYING SYSTEMS, Inc. 2718 SIERRA VISTA RD Grand Junction, CO 81503-2232 (970) 241-2370 Fax: 241-7025	DRAWN BY: MEM
SCALE: 1" = 50'		CHECKED BY: DMM
DATE: 6/9/2022		SHEET NO.
		FILE: 2022-150

2415 Blue Heron Road Existing Zoning Map



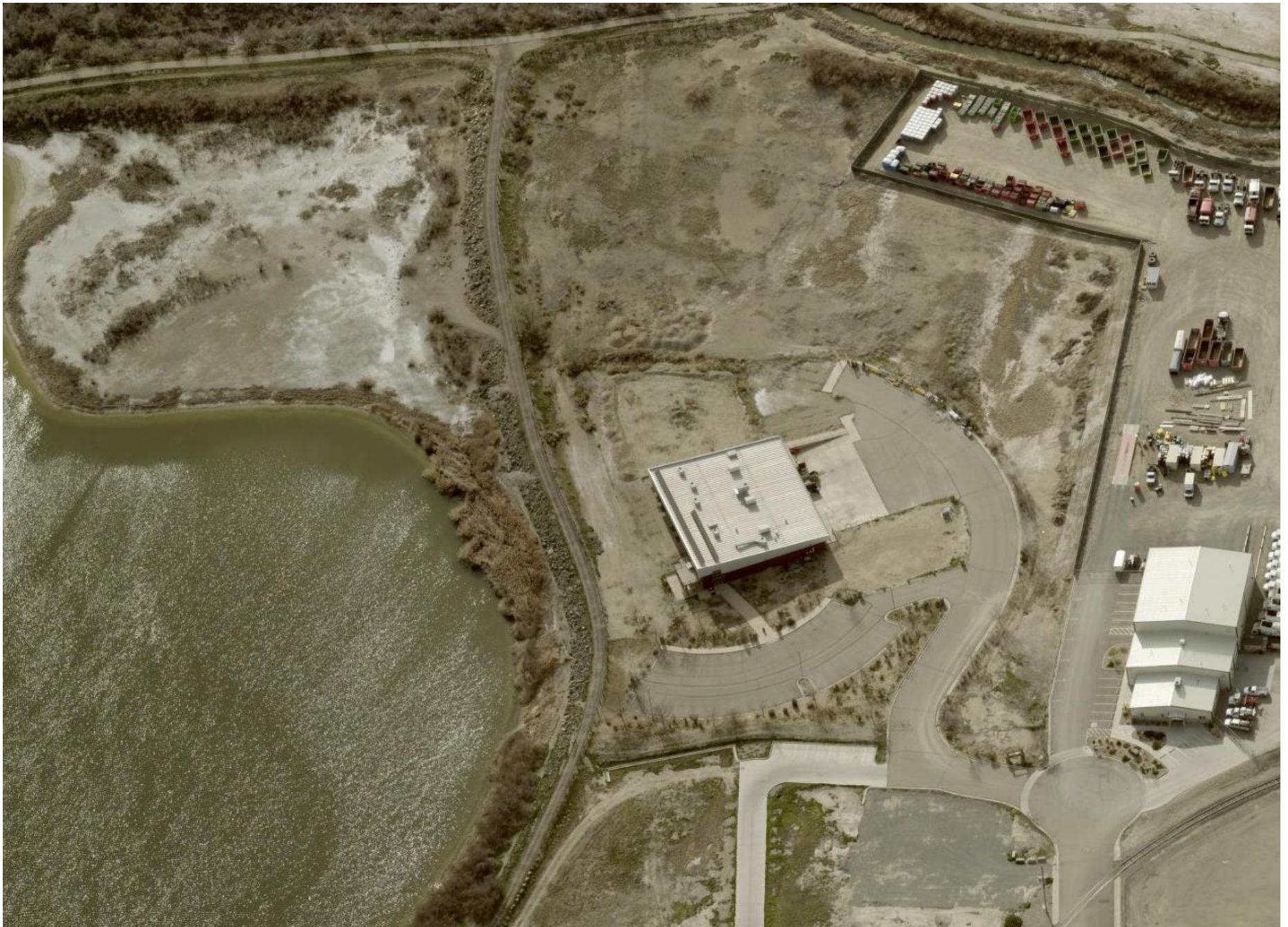
2415 Blue Heron Road Future Land Use Map



2415 Blue Heron Road Vicinity Map



2415 Blue Heron Road View from North at End of Blue Heron Road Cul-de-Sac



2415 Blue Heron Road Front of Existing Building



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

**AN ORDINANCE REZONING LOT 1 OF BLUE HERON LAKE INDUSTRIAL PARK,
RECORDED AT RECEPTION NUMBER 2230829 A 6.15-ACRE PARCEL
FROM I-2 (GENERAL INDUSTRIAL) TO I-1 (LIGHT INDUSTRIAL)
LOCATED AT 2415 BLUE HERON ROAD, GRAND JUNCTION, COLORADO**

Recitals:

JGMS Government Services, LLC (Owner) owns the 6.15-acre parcel located at 2415 Blue Heron Road (referred to herein and more fully described below as the "Property"). The Property is designated on the Comprehensive Plan Land Use Map as Industrial. The Owner requests that the property be rezoned from I-2 (General Industrial) to I-1 (Light Industrial).

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Property to the I-1 (Light Industrial) zone district, finding that it conforms to and is consistent with the Comprehensive Plan Land Use designation of Industrial, 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 I-1 (Light Industrial) 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 following property shall be zoned I-1 (Light Industrial):

LOT 1 BLUE HERON LAKE INDUSTRIAL PARK RECORDED AT RECEPTION NUMBER 2230829, COUNTY OF MESA, STATE OF 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:

Amy Phillips
City Clerk

Anna Stout
President of City Council



Grand Junction City Council

Regular Session

Item #2.b.ii.

Meeting Date: September 7, 2022
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the C 1/2 Road Gravel Pit Annexation of 27.83 Acres, Located at 2855 C 1/2 Road, and Setting a Public Hearing for October 19, 2022

RECOMMENDATION:

Staff recommends adoption of a resolution referring the petition for the C 1/2 Road Gravel Pit Annexation, introduction of the proposed Ordinance and setting a hearing for October 19, 2022.

EXECUTIVE SUMMARY:

The Applicant, M & D Enterprises LLC, is requesting annexation of approximately 27.83 acres consisting of one parcel of land located at 2855 C 1/2 Road. The property is vacant. 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 a gravel pit. The request for zoning will be considered as a separate action by the City Council, but concurrently with the annexation request and will be heard in a future Council action.

BACKGROUND OR DETAILED INFORMATION:

Annexation Request

The Applicant, M & D Enterprises LLC is requesting annexation of approximately 27.83 acres consisting of one parcel of land located at 2855 C 1/5 Road. There is no road right-of-way included in the annexation. The subject property is vacant and is planned for gravel extraction and is currently being reviewed for a conditional use permit for a

gravel pit. There are no existing residential dwellings on the property.

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 the gravel extraction. 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 – September 7, 2022.
- Planning Commission considers Zone of Annexation – September 27, 2022.
- Introduction of a Proposed Ordinance on Zoning by City Council – October 5, 2022.
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – October 19, 2022.
- Effective date of Annexation and Zoning – November 20, 2022.

Annexation Analysis

The property is adjacent to existing City limits on C ½ Road but is a serial annexation to obtain the required one sixth contiguity requirements of state statutes for annexation. 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 C ½ Road Gravel Pit 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.
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits. The C ½ Road Gravel Pit Annexation No. 1 has just over 19.9% of the perimeter of the annexation contiguous with the existing City limits meeting the 1/6 contiguity requirements for annexation. The Road Gravel Pit Annexation No. 2 has just over 21.55% 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 along C ½ Road on the north and has direct access to C ½ Road 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 is 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. The property is more than 20 acres in size; however, the petitioner has granted consent to the City to annex this property.

Please note that the annexation petition was prepared by the City.

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.

Utilities

There are no financial Impacts.

Fire Department

Currently this parcel is 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 revenue of \$108.99 per year. If annexed, the property will be excluded from the rural fire district and the City's 8 mills will generate \$114.64 per year. 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.

SUGGESTED MOTION:

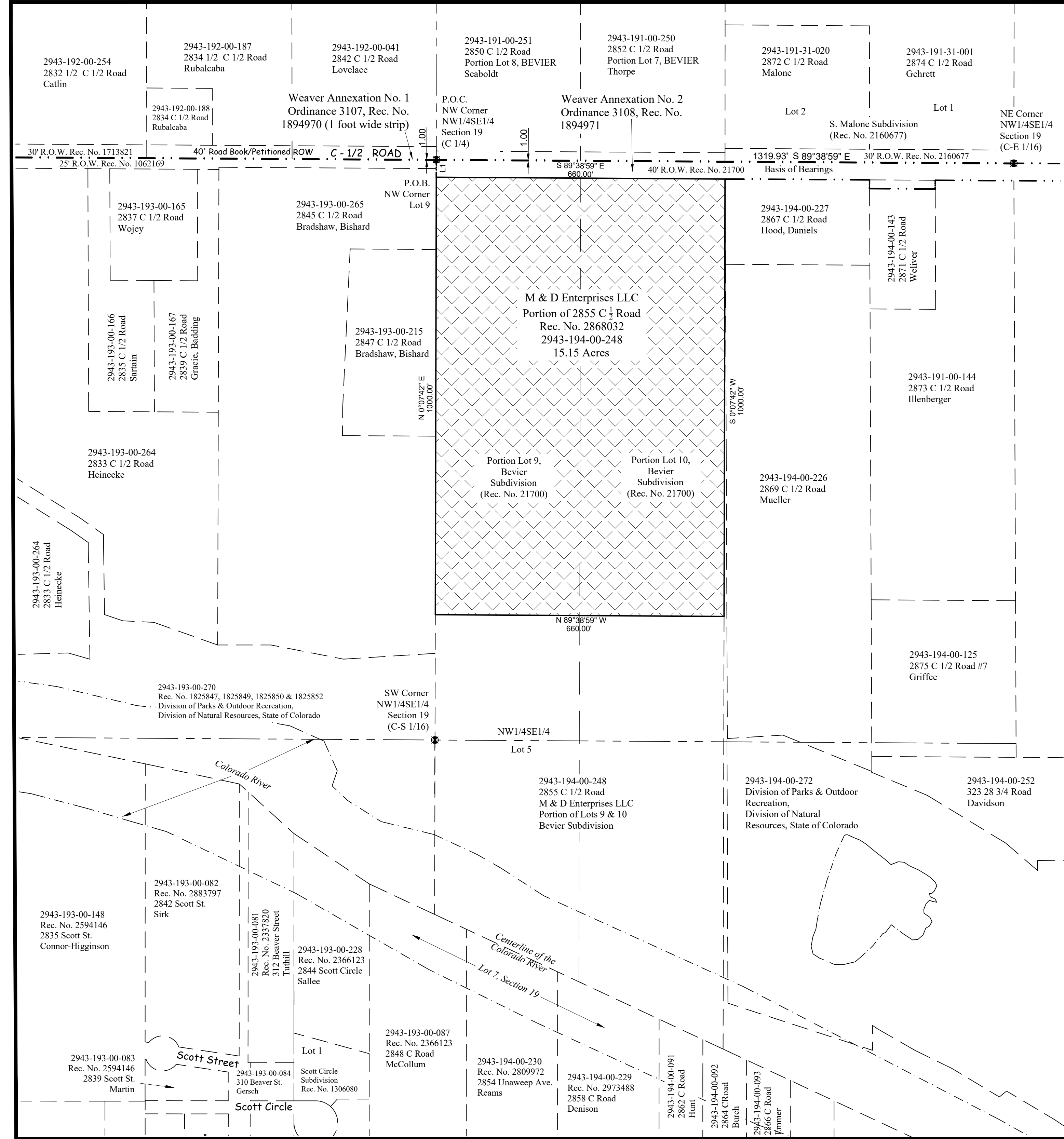
I move to (adopt/deny) Resolution No. 76-22, a resolution referring a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation and exercising land use control over the C ½ Road Gravel Pit Annexation, approximately 27.83 acres, located at 2855 C ½ Road, as well as introduce an ordinance annexing territory to the City of Grand Junction, Colorado, C ½ Road Gravel Pit Annexation, approximately 27.83 acres, located at 2855 C ½ Road, and set a public hearing for October 19, 2022.

Attachments

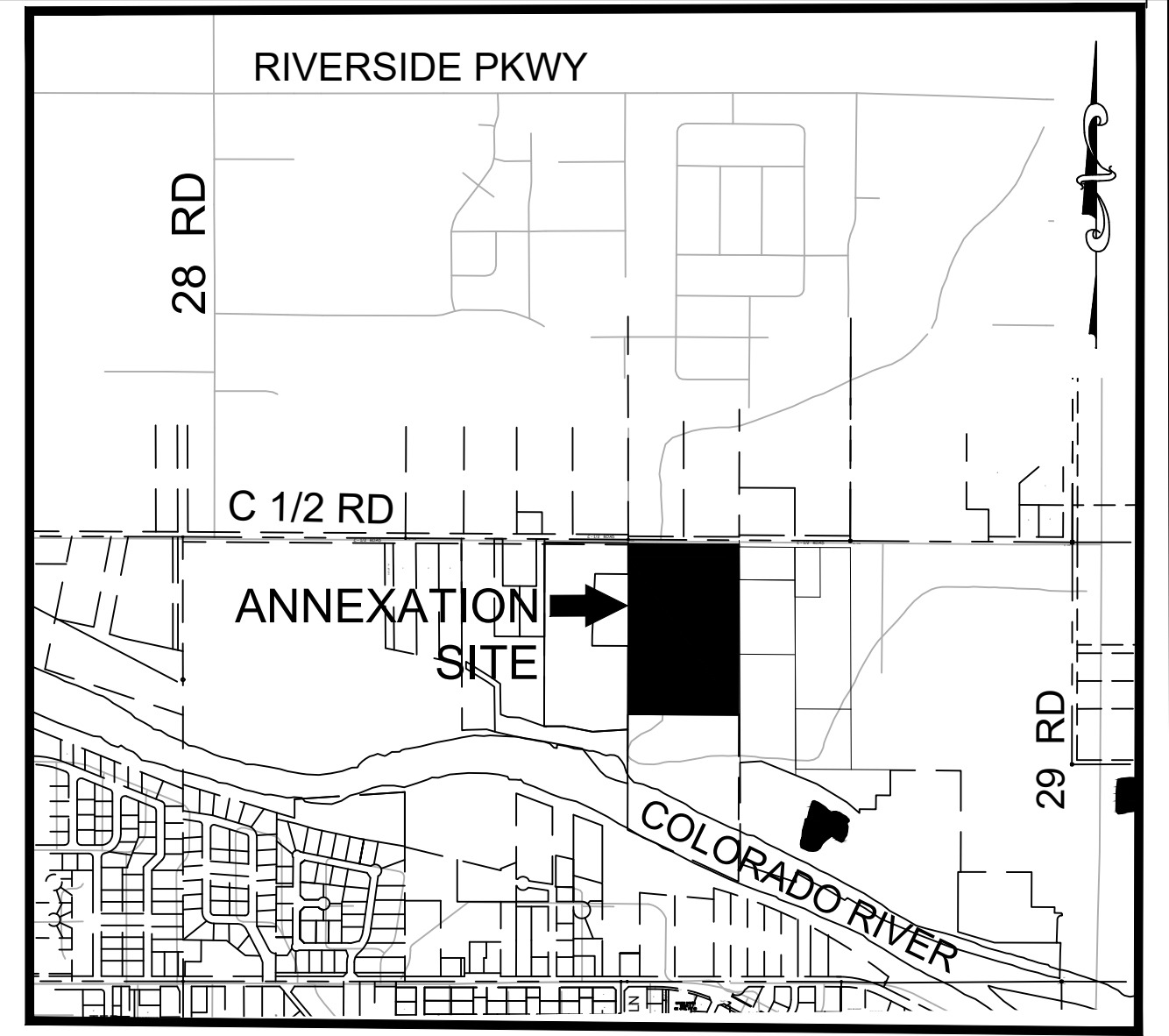
1. C 1-2 Road Gravel Pit Annexation Plat-Annexation Plat
2. Maps and Photos - C 1-2 Rd Gravel Pit Annex
3. Annexation Schedule - Table - C 1-2 Road Gravel Pit Annexation
4. Resolution - Referral of Petition C 1-2 Rd Gravel Pit Annexation
5. C 1-2 Rd Gravel Pit Annexation Ordinance

C 1/2 Road Gravel Pit Annexation No. 1

Located in the NW1/4SE 1/4 of SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



THIS IS NOT A BOUNDARY SURVEY



SITE LOCATION MAP

SCALE: 1" = 800'

LEGAL DESCRIPTION

A parcel of land being a portion of Lots 9 and 10, BEVIER SUBDIVISION, same as filed under Reception Number 21700, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section 19, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW Corner of said NW1/4SE1/4 and assuming the north line of said NW1/4SE1/4 bears S89°38'59"E with all other bearings herein being relative thereto; thence S0°07'42"W along the west line of said NW1/4SE1/4 a distance of 40.00 feet to the Northwest Corner of said Lot 9, BEVIER SUBDIVISION also being the southwest corner of WEAVER ANNEXATION No. 2, Ordinance Number 3108 same as filed under Reception Number 1894971 and being the Point of Beginning; thence S89°38'59"E along the south line of said WEAVER ANNEXATION No. 2 a distance of 660.00 feet to the Northeast Corner of said Lot 10, BEVIER SUBDIVISION, thence S0°07'42"W along the east line of said Lot 10 a distance of 1000.00 feet; thence N89°38'59"W a distance of 660.00 feet to a point on the west line of said Lot 9 BEVIER SUBDIVISION; thence N0°07'42"E along said west line of Lot 9 a distance of 1000.00 feet to the Point of Beginning.

Containing 15.15 Acres or 659995 Square Feet more or less as described.

LINE TABLE	
L1	S0°07'42"W 40.00'

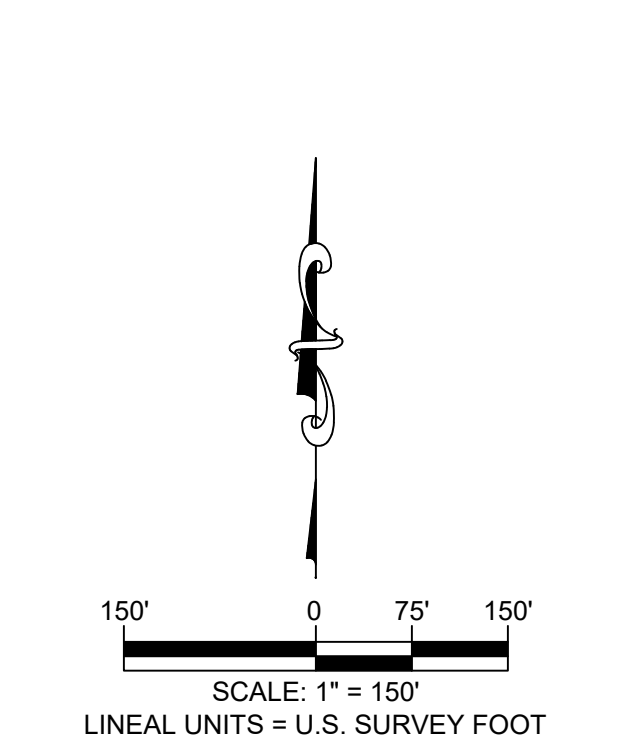
LEGEND	
ANNEXATION BOUNDARY	—
ANNEXATION AREA	
EXISTING CITY LIMITS	- - - - -

SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	Δ=	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	ARC	ARC LENGTH
R.O.W.	RIGHT OF WAY	CHD.	CHORD LENGTH
SEC.	SECTION	CHB.	CHORD BEARING
TWP.	TOWNSHIP	BLK.	BLOCK
RGE.	RANGE	P.B.	PLAT BOOK
U.M.	UTE MERIDIAN	BK.	BOOK
NO.	NUMBER	PG.	PAGE
REC.	RECEPTION	HOR. DIST.	HORIZONTAL DISTANCE

AREAS OF ANNEXATION	
ANNEXATION PERIMETER	3320.00 FT.
CONTIGUOUS PERIMETER	660.00 FT.
AREA IN SQUARE FEET	659995 FT ²
AREA IN ACRES	15.15
AREA WITHIN R.O.W.	0 SQ.FT.
	0 ACRES

ORDINANCE NO.

EFFECTIVE DATE



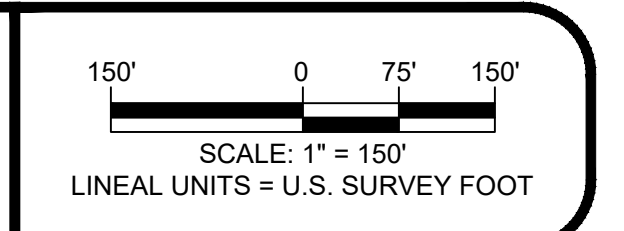
NOTICE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

RENEE BETH PARENT
STATE OF COLORADO - P.L.S. NO. 38266
FOR THE CITY OF GRAND JUNCTION
333 WEST AVENUE - BLDG. C
GRAND JUNCTION, CO. 81501

G:\Data\SURVEY\Annexations\2021\613 - C 1/2 Road Gravel Pit Annex - Dove\Annexation Map Files\C Half Road Gravel Pit Annexation Plat.dwg - PLOTTED: 2022-07-28

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: R.B.P. DATE: 07/27/2022
DESIGNED BY: R.B.P. DATE: 07/27/2022
CHECKED BY: C.V.W. DATE: 07/28/2022
APPROVED BY: R.B.P. DATE: _____

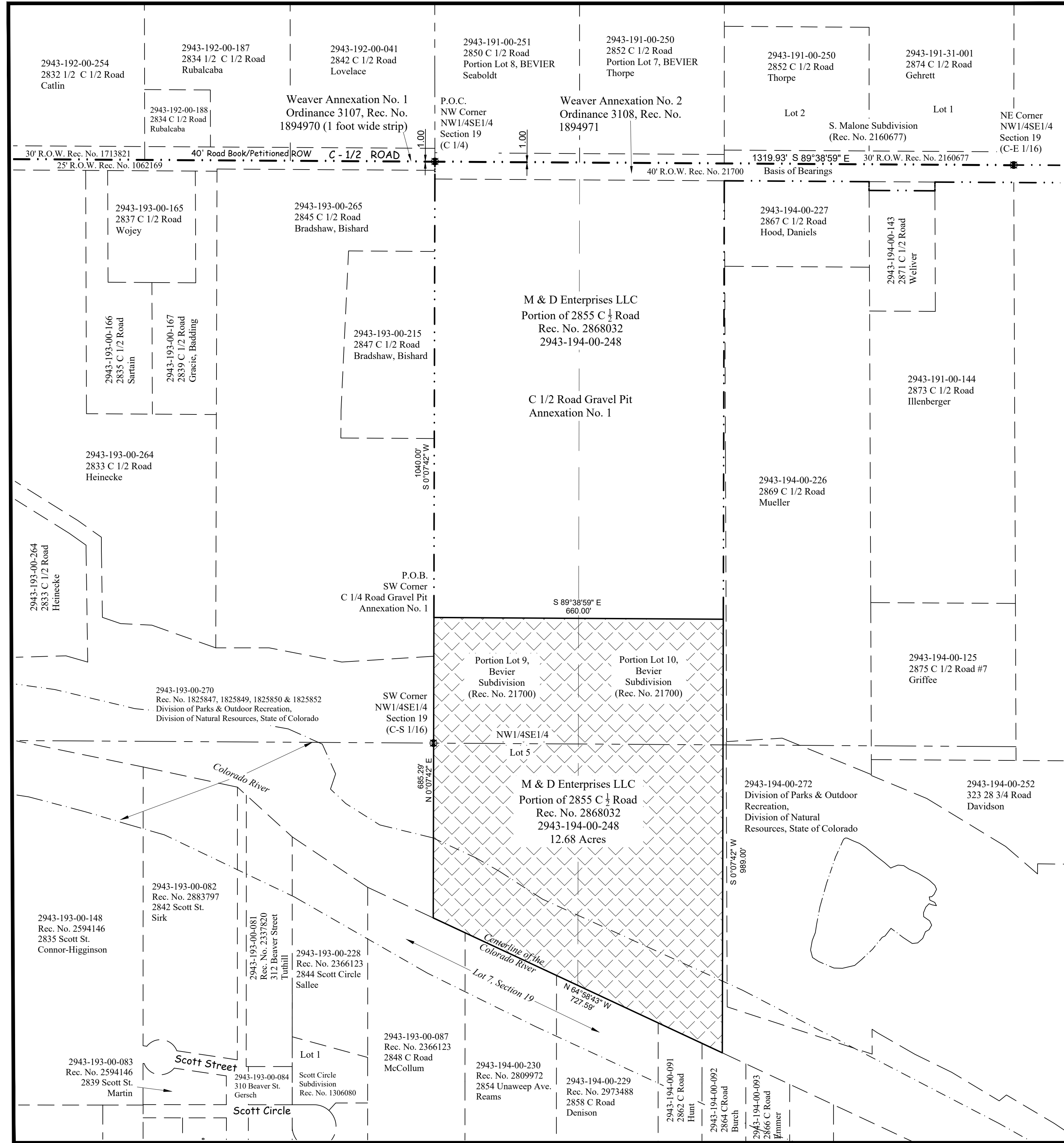


PUBLIC WORKS ENGINEERING DIVISION

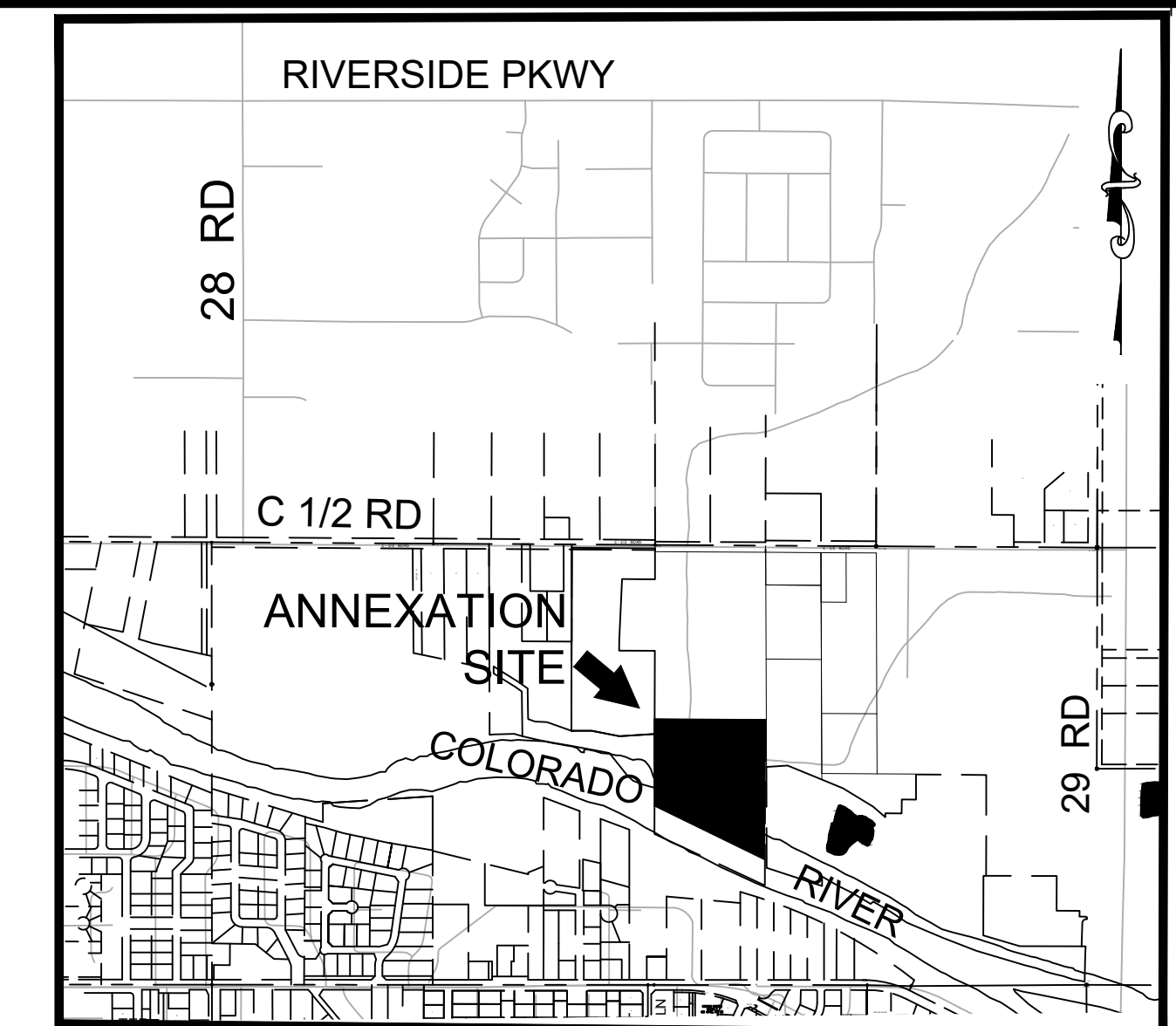
C 1/2 Road Gravel Pit Annexation No. 1
Located in the NW1/4SE1/4
SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

C 1/2 Road Gravel Pit Annexation No. 2

Located in the NW1/4SE1/4 and Lot 5 of SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



THIS IS NOT A BOUNDARY SURVEY



SITE LOCATION MAP

SCALE: 1" = 800'

LEGAL DESCRIPTION

A parcel of land being a portion of Lots 9 and 10, BEVIER SUBDIVISION, same as filed under Reception Number 21700, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) and Lot 5 of Section 19, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW Corner of said NW1/4SE1/4 and assuming the north line of said NW1/4SE1/4 bears S89°38'59"E with all other bearings herein being relative thereto; thence S0°07'42"W along the west line of said NW1/4SE1/4 a distance of 1040.00 feet to the Northwest Corner of C 1/4 Road Gravel Pit ANNEXATION No. 1 being the Point of Beginning; thence S89°38'59"E along the south line of said C 1/4 Road Gravel Pit ANNEXATION No. 1 a distance of 660.00 feet to a point on the east line of said Lot 10, BEVIER SUBDIVISION, thence S0°07'42"W along the east line of said Lot 10 a distance of 989.00 feet to the southeast corner of said Lot 10 also being a point on the southerly line of said Lot 5, Section 19 and a point on the centerline of the Colorado River; thence N64°58'43"W along said centerline of the Colorado River a distance of 727.59 feet to the southwest corner of said Lot 9, BEVIER SUBDIVISION; thence N0°07'42"E along said west line of Lot 9 a distance of 685.29 feet to the Point of Beginning.

Containing 12.68 Acres or 552513 Square Feet more or less as described.

LEGEND

ANNEXATION BOUNDARY	
ANNEXATION AREA	
EXISTING CITY LIMITS	

SURVEY ABBREVIATIONS

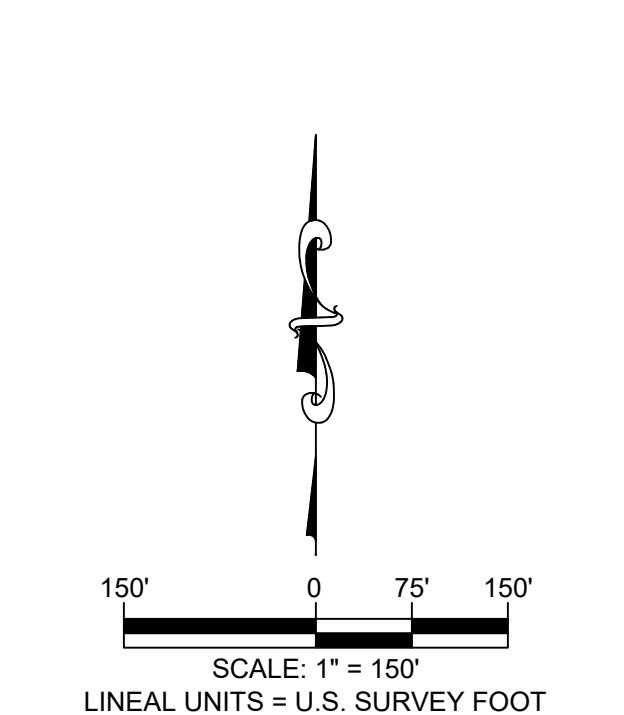
P.O.C.	POINT OF COMMENCEMENT	Δ	SQ. FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING	ARC	Δ	CENTRAL ANGLE
R.O.W.	RIGHT OF WAY	CHD.	ARC	ARC LENGTH
SEC.	SECTION	CHB.	CHD.	CHORD LENGTH
TWP.	TOWNSHIP	BLK.	CHB.	CHORD BEARING
RGE.	RANGE	P.B.	BLK.	BLOCK
U.M.	UTE MERIDIAN	BK.	P.B.	PLAT BOOK
NO.	NUMBER	PG.	BK.	BOOK
REC.	RECEPTION	HOR. DIST.	PG.	PAGE
			HOR. DIST.	HORIZONTAL DISTANCE

AREAS OF ANNEXATION

ANNEXATION PERIMETER	3061.89 FT.
CONTIGUOUS PERIMETER	660.00 FT.
AREA IN SQUARE FEET	552513 FT ²
AREA IN ACRES	12.68
AREA WITHIN R.O.W.	0 SQ.FT.
	0 ACRES

ORDINANCE NO.

EFFECTIVE DATE



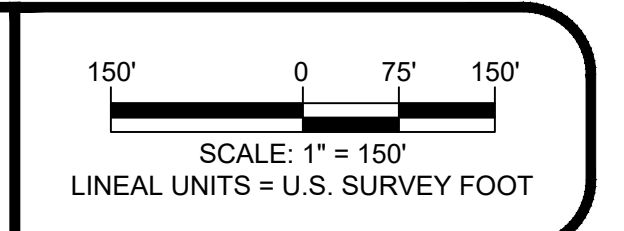
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RENEE BETH PARENT
STATE OF COLORADO - P.L.S. NO. 38266
FOR THE CITY OF GRAND JUNCTION
333 WEST AVENUE - BLDG. C
GRAND JUNCTION, CO. 81501

G:\Data\SURVEY\Annexations\2021\613 - C Half Road Gravel Pit Annex - Dove\Annexation Map Files\C Half Road Gravel Pit Annexation No. 2 Plat.dwg - PLOTTED 2022-07-28

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.

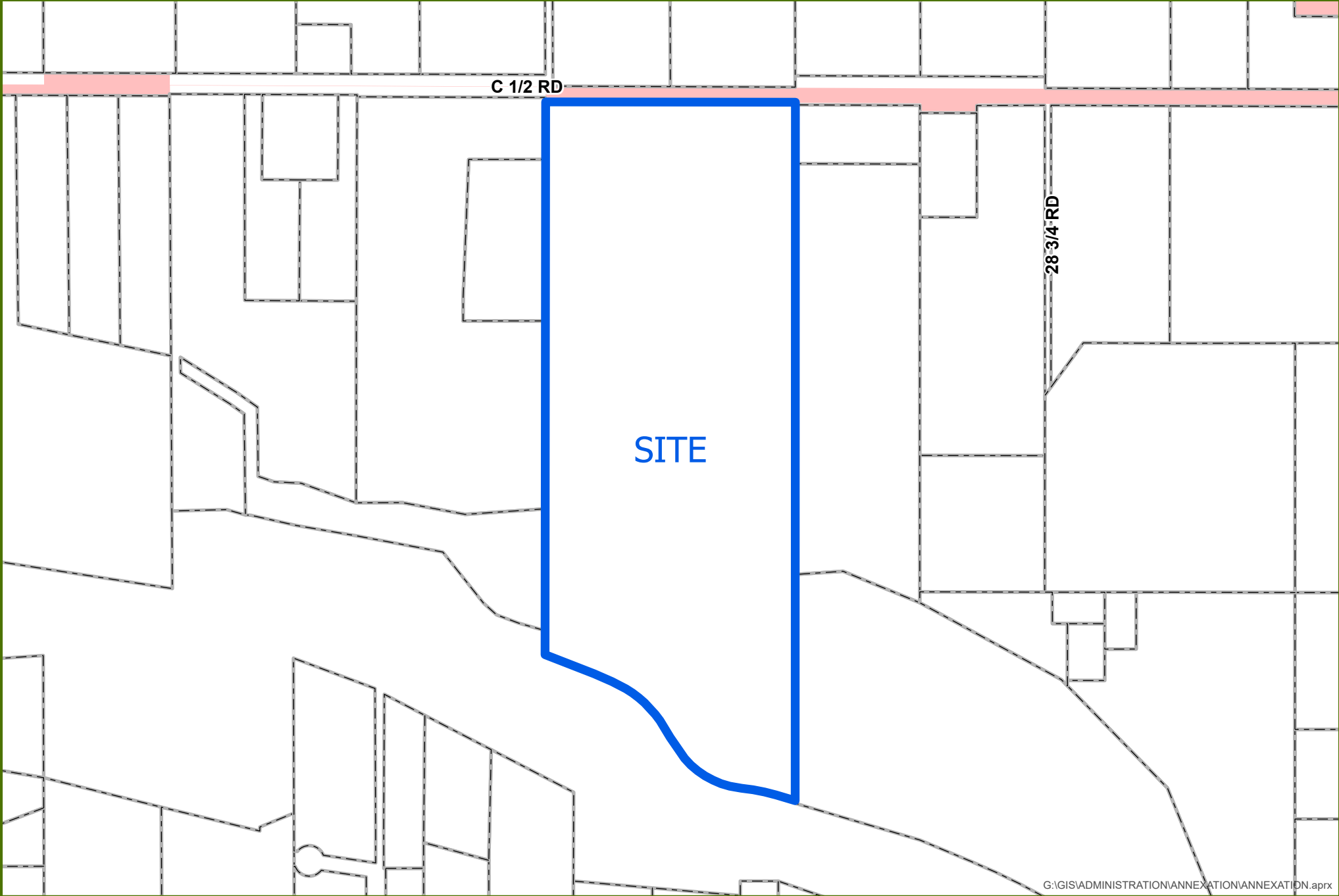
DRAWN BY: R.B.P. DATE: 07/27/2022
DESIGNED BY: R.B.P. DATE: 07/27/2022
CHECKED BY: C.V.W. DATE: 07/28/2022
APPROVED BY: R.B.P. DATE: _____



PUBLIC WORKS ENGINEERING DIVISION

C 1/2 Road Gravel Pit Annexation No. 2
Located in the NW1/4SE1/4 and Lot 5
SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

C 1/2 ROAD GRAVEL PIT ANNEXATION



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0 0.05 0.1 Miles

 Annexation  City Limits



Date Created: 9/27/2021

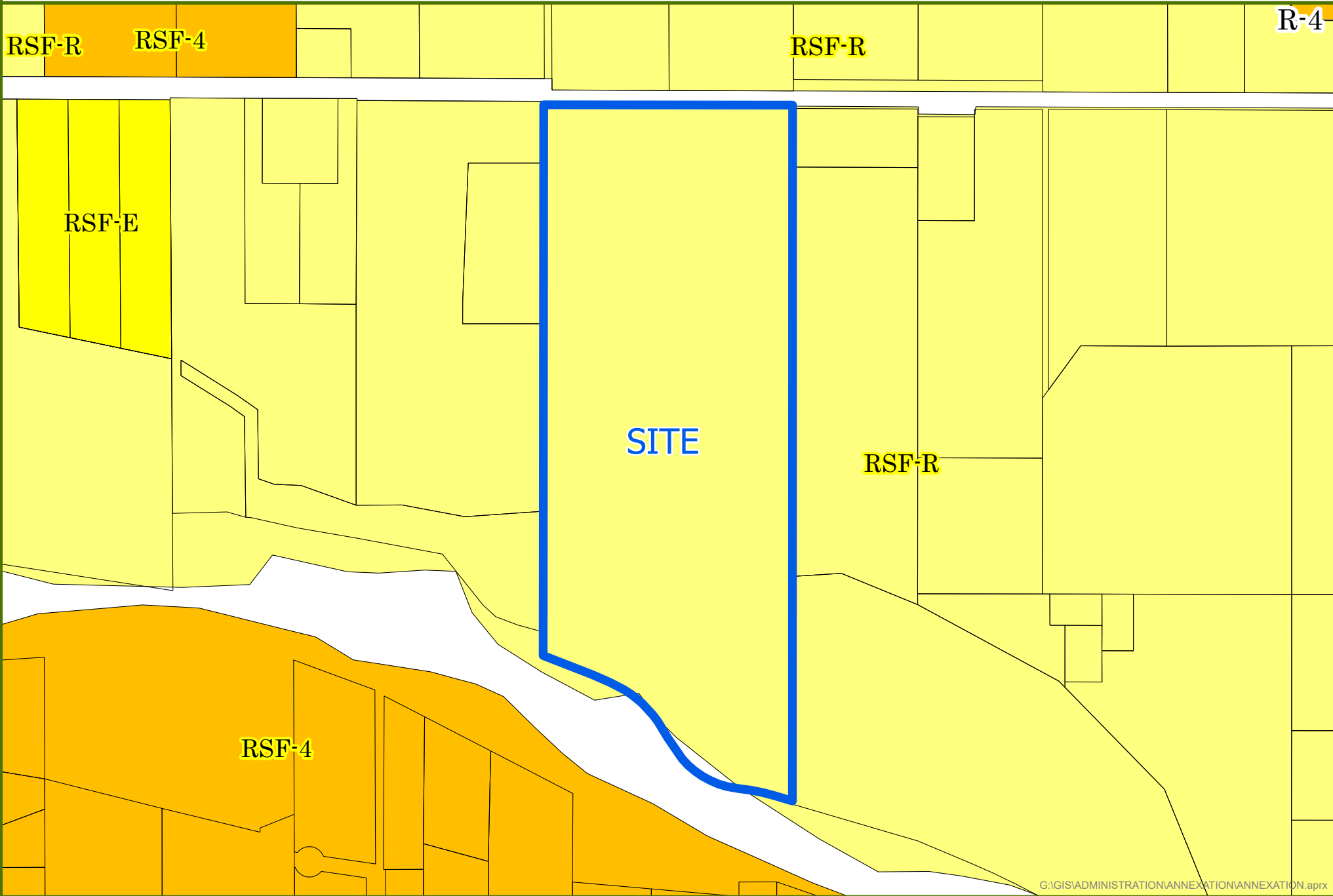
C 1/2 ROAD GRAVEL PIT ANNEXATION



0 0.05 0.1 Miles

 Annexation  City Limits

C 1/2 ROAD GRAVEL PIT ANNEXATION - ZONING



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0 0.05 0.1 Miles

 Annexation

City Zoning
Packet Page 70

County Zoning

Date Created: 9/27/2021



C 1/2 ROAD GRAVEL PIT ANNEXATION - LAND USE



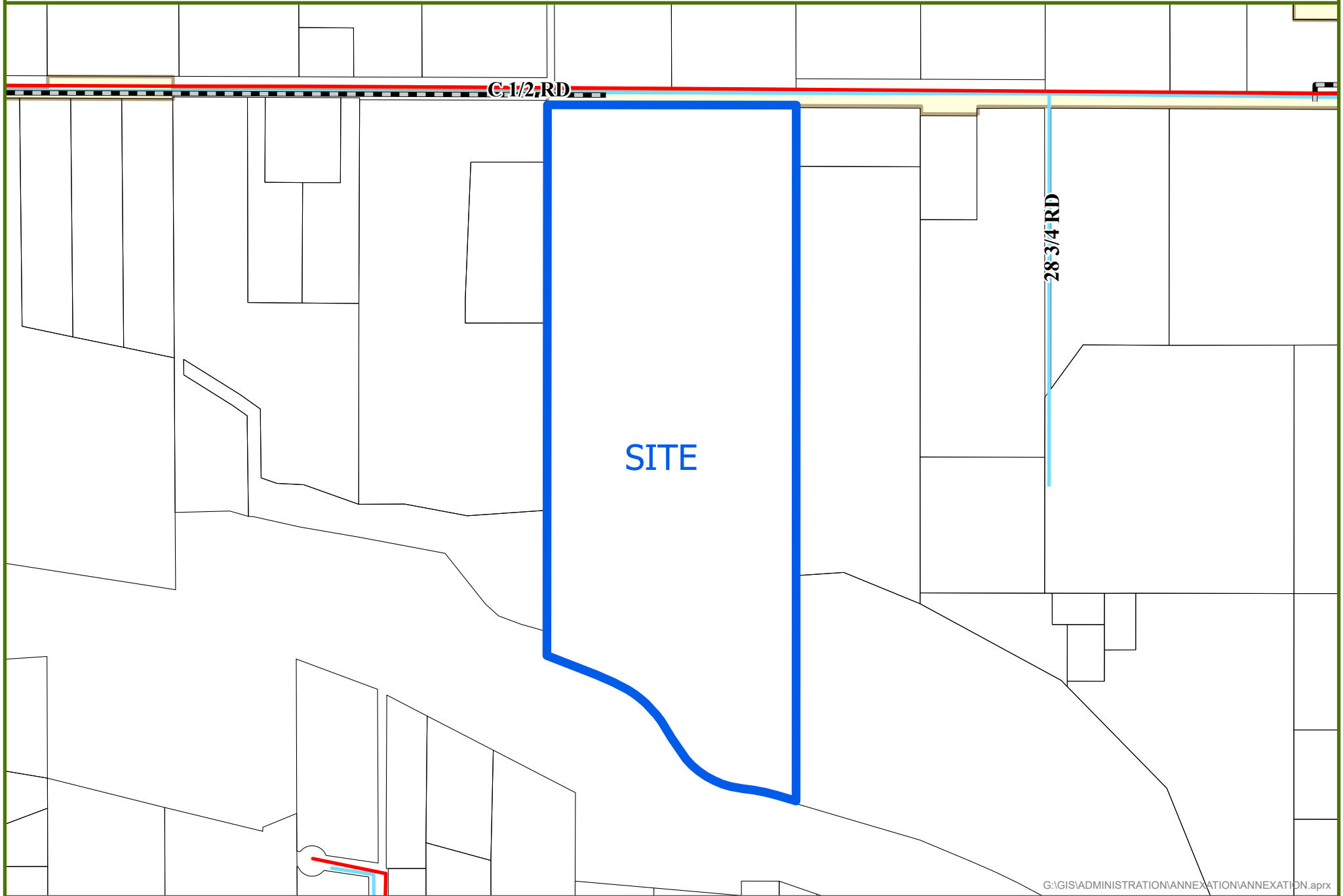
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0 0.05 0.1 Miles

 Annexation Boundary

C 1/2 ROAD GRAVEL PIT ANNEXATION - UTILITIES



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0 0.05 0.1 Miles

NON-CITY FIBER

SEWER

UTE WATER

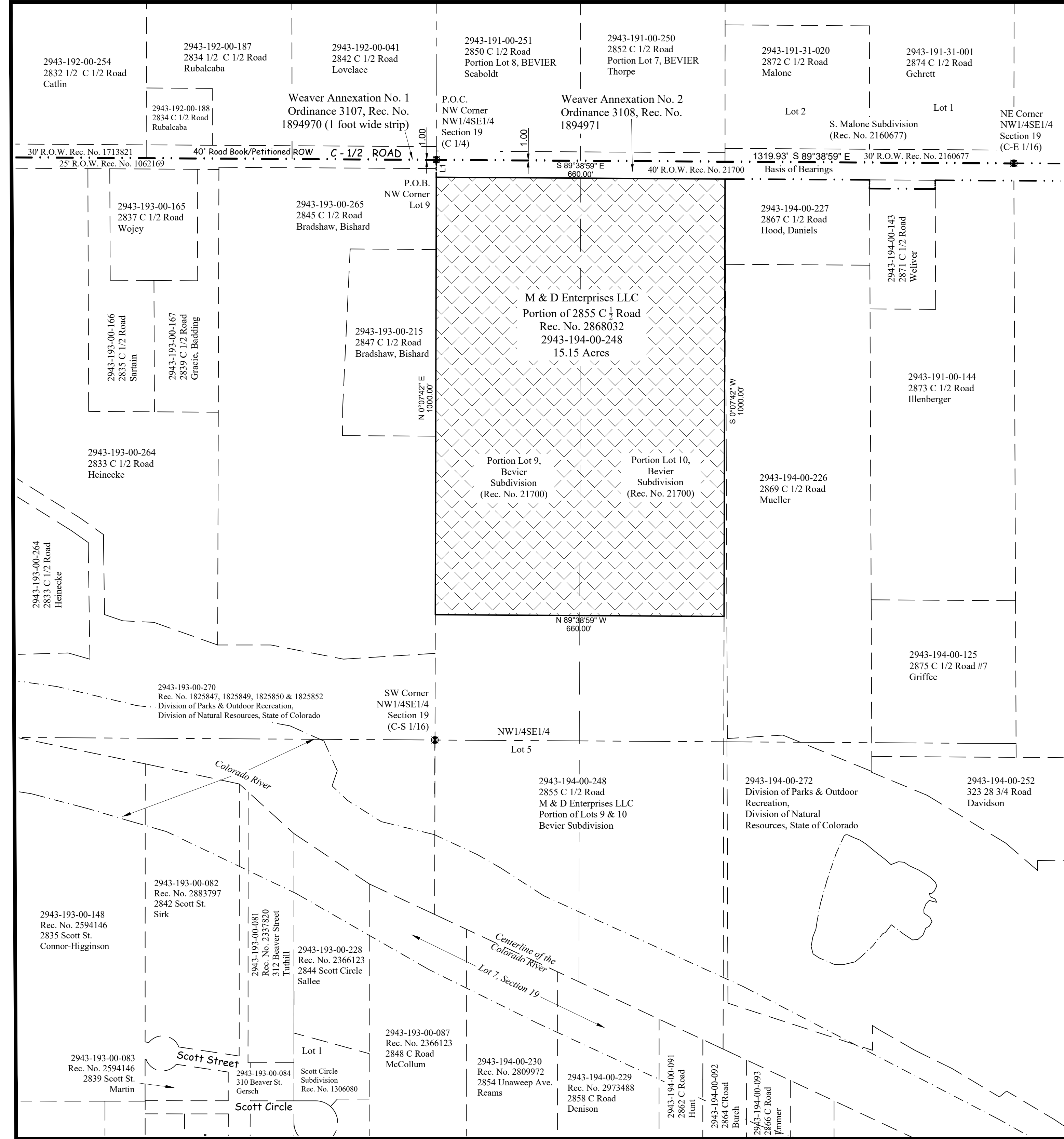
CITY LIMITS

Date Created: 9/27/2021

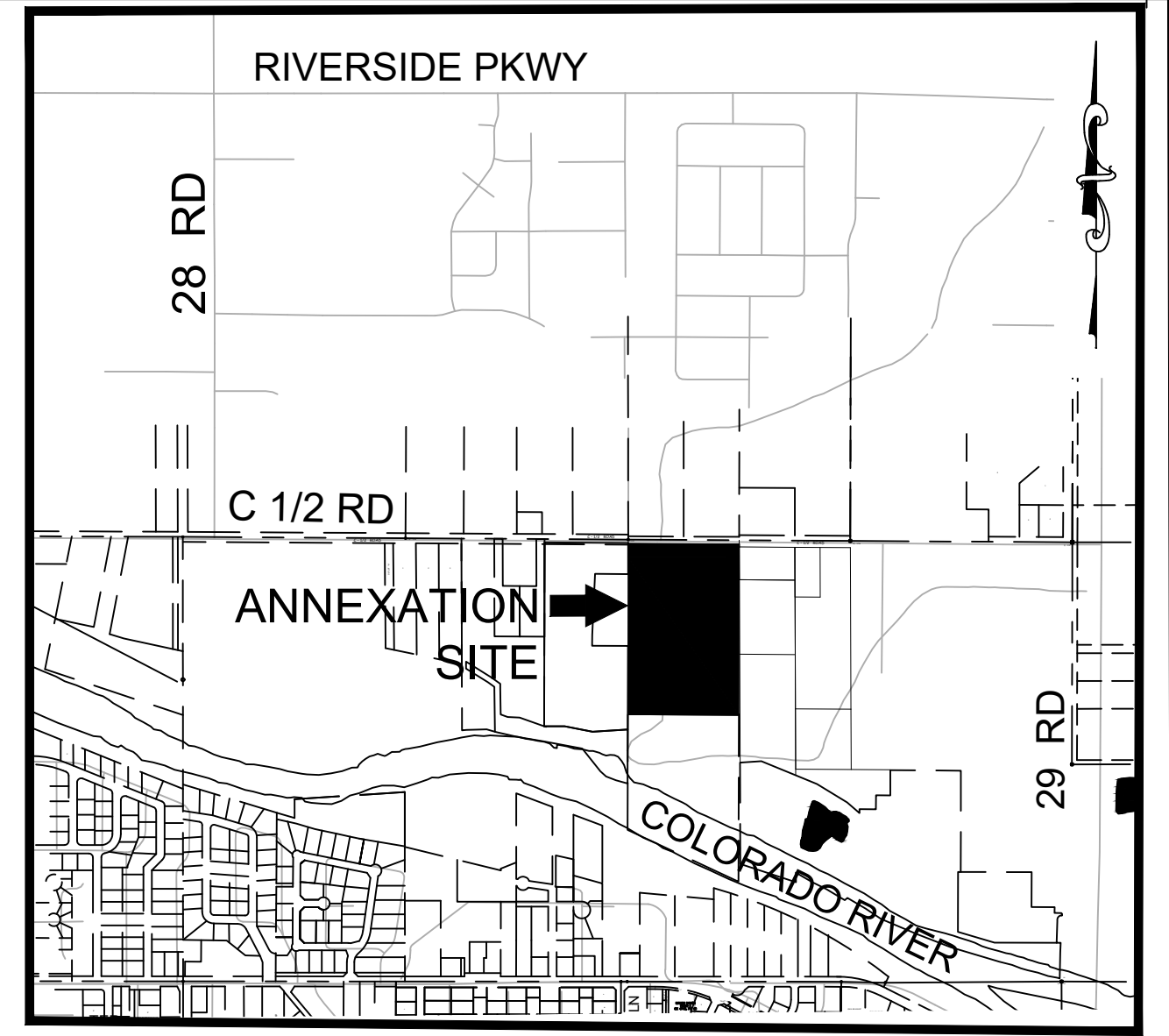


C 1/2 Road Gravel Pit Annexation No. 1

Located in the NW1/4SE 1/4 of SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



THIS IS NOT A BOUNDARY SURVEY



SITE LOCATION MAP

SCALE: 1" = 800'

LEGAL DESCRIPTION

A parcel of land being a portion of Lots 9 and 10, BEVIER SUBDIVISION, same as filed under Reception Number 21700, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section 19, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:
 Commencing at the NW Corner of said NW1/4SE1/4 and assuming the north line of said NW1/4SE1/4 bears S89°38'59"E with all other bearings herein being relative thereto; thence S0°07'42"W along the west line of said NW1/4SE1/4 a distance of 40.00 feet to the Northwest Corner of said Lot 9, BEVIER SUBDIVISION also being the southwest corner of WEAVER ANNEXATION No. 2, Ordinance Number 3108 same as filed under Reception Number 1894971 and being the Point of Beginning; thence S89°38'59"E along the south line of said WEAVER ANNEXATION No. 2 a distance of 660.00 feet to the Northeast Corner of said Lot 10, BEVIER SUBDIVISION, thence S0°07'42"W along the east line of said Lot 10 a distance of 1000.00 feet; thence N89°38'59"W a distance of 660.00 feet to a point on the west line of said Lot 9 BEVIER SUBDIVISION; thence N0°07'42"E along said west line of Lot 9 a distance of 1000.00 feet to the Point of Beginning.

Containing 15.15 Acres or 659995 Square Feet more or less as described.

LINE TABLE	
L1	S0°07'42"W 40.00'

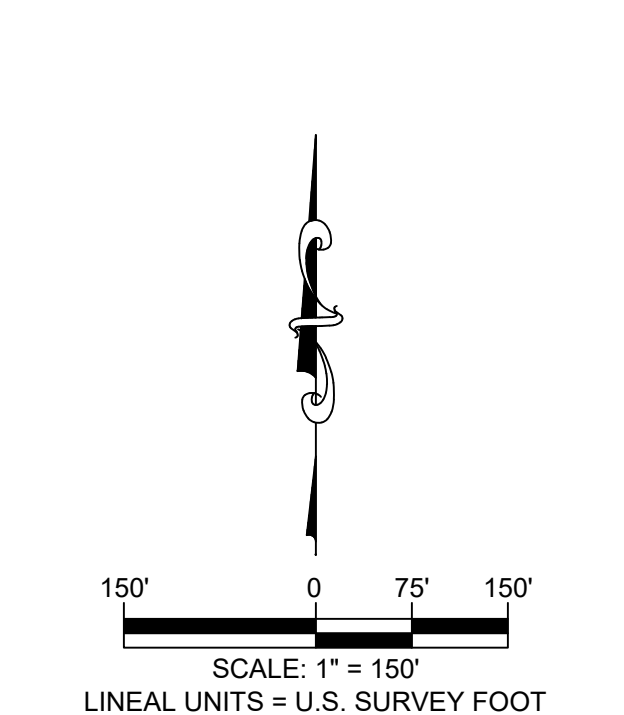
LEGEND	
ANNEXATION BOUNDARY	—
ANNEXATION AREA	
EXISTING CITY LIMITS	- - - - -

SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT	Δ=	CENTRAL ANGLE
P.O.B.	POINT OF BEGINNING	ARC	ARC LENGTH
R.O.W.	RIGHT OF WAY	CHD.	CHORD LENGTH
SEC.	SECTION	CHB.	CHORD BEARING
TWP.	TOWNSHIP	BLK.	BLOCK
RGE.	RANGE	P.B.	PLAT BOOK
U.M.	UTE MERIDIAN	BK.	BOOK
NO.	NUMBER	PG.	PAGE
REC.	RECEPTION	HOR. DIST.	HORIZONTAL DISTANCE

AREAS OF ANNEXATION	
ANNEXATION PERIMETER	3320.00 FT.
CONTIGUOUS PERIMETER	660.00 FT.
AREA IN SQUARE FEET	659995 FT ²
AREA IN ACRES	15.15
AREA WITHIN R.O.W.	0 SQ.FT.
	0 ACRES

ORDINANCE NO.

EFFECTIVE DATE



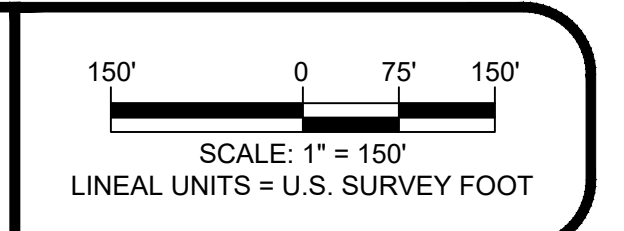
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RENEE BETH PARENT
 STATE OF COLORADO - P.L.S. NO. 38266
 FOR THE CITY OF GRAND JUNCTION
 333 WEST AVENUE - BLDG. C
 GRAND JUNCTION, CO. 81501

G:\Data\SURVEY\Annexations\2021\613 - C 1/2 Road Gravel Pit Annex - Dove\Annexation Map Files\C 1/2 Road Gravel Pit Annexation Plat.dwg - PLOTTED: 2022-07-28

NOTICE:
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DRAWN BY: R.B.P. DATE: 07/27/2022
 DESIGNED BY: R.B.P. DATE: 07/27/2022
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 APPROVED BY: R.B.P. DATE: _____

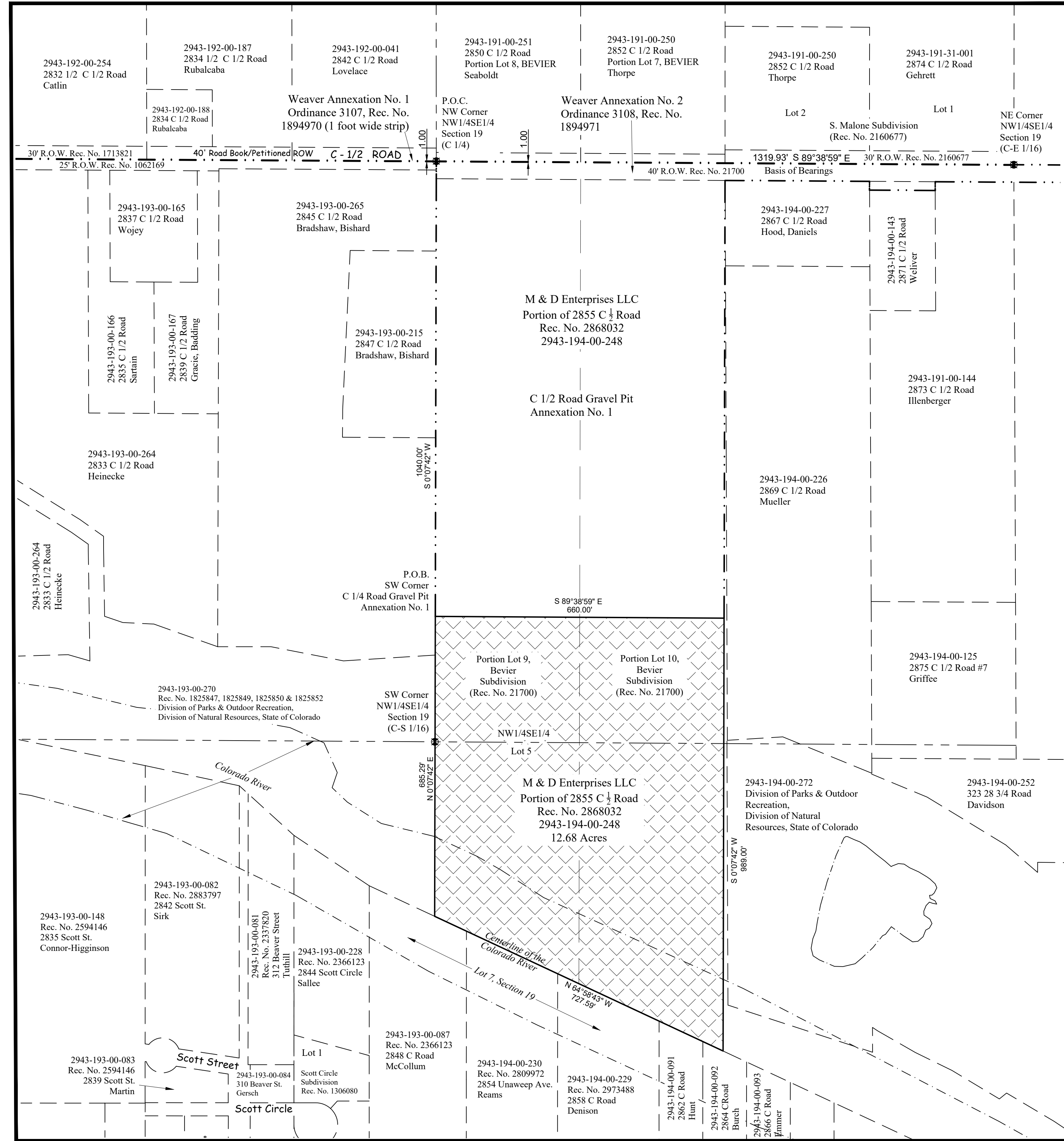


PUBLIC WORKS ENGINEERING DIVISION

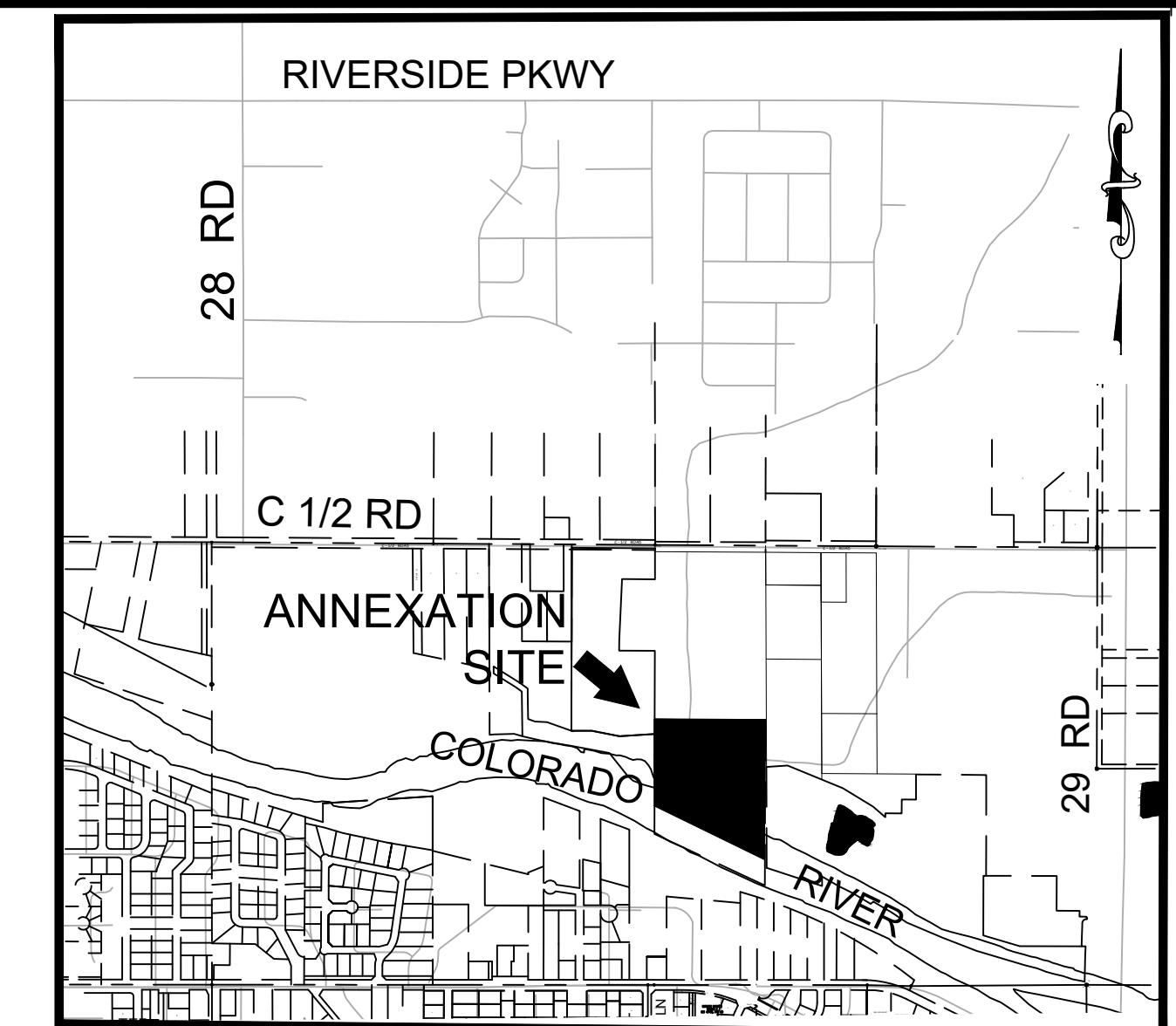
C 1/2 Road Gravel Pit Annexation No. 1
 Located in the NW1/4SE1/4
 SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
 UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

C 1/2 Road Gravel Pit Annexation No. 2

Located in the NW1/4SE1/4 and Lot 5 of SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



THIS IS NOT A BOUNDARY SURVEY



SITE LOCATION MAP

SCALE: 1" = 800'

LEGAL DESCRIPTION

A parcel of land being a portion of Lots 9 and 10, BEVIER SUBDIVISION, same as filed under Reception Number 21700, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) and Lot 5 of Section 19, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW Corner of said NW1/4SE1/4 and assuming the north line of said NW1/4SE1/4 bears S89°38'59"E with all other bearings herein being relative thereto; thence S0°07'42"W along the west line of said NW1/4SE1/4 a distance of 1040.00 feet to the Northwest Corner of C 1/4 Road Gravel Pit ANNEXATION No. 1 being the Point of Beginning; thence S89°38'59"E along the south line of said C 1/4 Road Gravel Pit ANNEXATION No. 1 a distance of 660.00 feet to a point on the east line of said Lot 10, BEVIER SUBDIVISION, thence S0°07'42"W along the east line of said Lot 10 a distance of 989.00 feet to the southeast corner of said Lot 10 also being a point on the southerly line of said Lot 5, Section 19 and a point on the centerline of the Colorado River; thence N64°58'43"W along said centerline of the Colorado River a distance of 727.59 feet to the southwest corner of said Lot 9, BEVIER SUBDIVISION; thence N0°07'42"E along said west line of Lot 9 a distance of 685.29 feet to the Point of Beginning.

Containing 12.68 Acres or 552513 Square Feet more or less as described.

LEGEND

ANNEXATION BOUNDARY	—
ANNEXATION AREA	
EXISTING CITY LIMITS	- - - - -

SURVEY ABBREVIATIONS

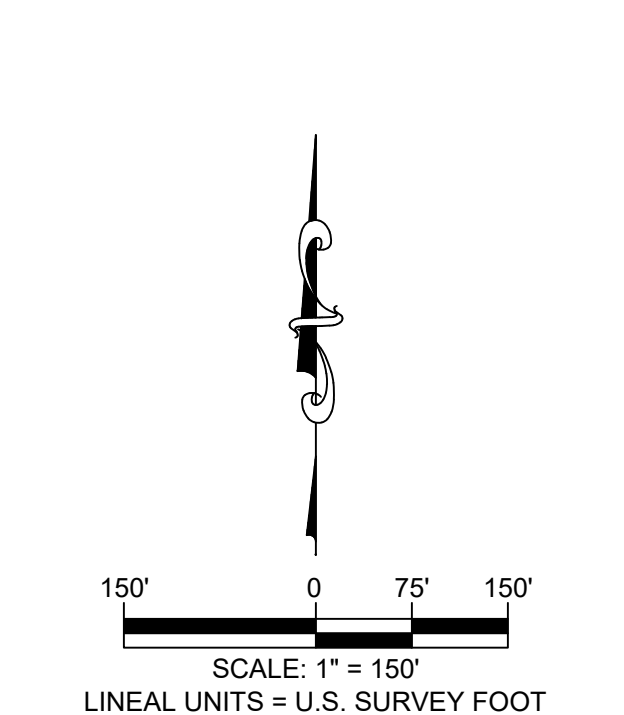
P.O.C.	POINT OF COMMENCEMENT	SQ. FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING	Δ	CENTRAL ANGLE
R.O.W.	RIGHT OF WAY	ARC	ARC LENGTH
SEC.	SECTION	CHD.	CHORD LENGTH
TWP.	TOWNSHIP	CHB.	CHORD BEARING
RGE.	RANGE	BLK.	BLOCK
U.M.	UTE MERIDIAN	P.B.	PLAT BOOK
NO.	NUMBER	BK.	BOOK
REC.	RECEPTION	PG.	PAGE
		HOR. DIST.	HORIZONTAL DISTANCE

AREAS OF ANNEXATION

ANNEXATION PERIMETER	3061.89 FT.
CONTIGUOUS PERIMETER	660.00 FT.
AREA IN SQUARE FEET	552513 FT ²
AREA IN ACRES	12.68
AREA WITHIN R.O.W.	0 SQ.FT.
	0 ACRES

ORDINANCE NO.

EFFECTIVE DATE



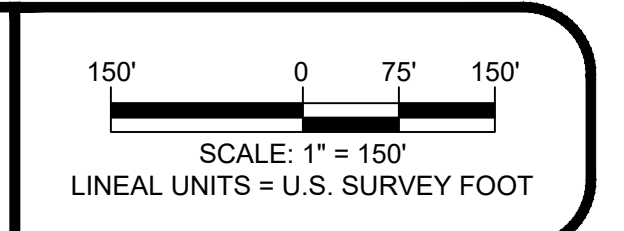
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DESIGNED BY: R.B.P. **DATE:** 07/27/2022
CHECKED BY: C.V.W. **DATE:** 07/28/2022
APPROVED BY: R.B.P. **DATE:** _____



PUBLIC WORKS ENGINEERING DIVISION

C 1/2 Road Gravel Pit Annexation No. 2
Located in the NW1/4SE1/4 and Lot 5
SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



Google Street View looking south from C ½ Road

C ½ ROAD GRAVEL PIT ANNEXATION SCHEDULE

September 7, 2022	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
September 27, 2022	Planning Commission considers Zone of Annexation
October 5, 2022	Introduction of a Proposed Ordinance on Zoning by City Council
October 19, 2022	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
November 20, 2022	Effective date of Annexation and Zoning

ANNEXATION SUMMARY

File Number:	ANX-2021-613	
Location:	2855 C ½ Road	
Tax ID Numbers:	2943-194-00-248	
# of Parcels:	1	
Existing Population:	0	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	0	
Acres land annexed:	27.83	
Developable Acres Remaining:	25	
Right-of-way in Annexation:	None	
Previous County Zoning:	RSF-R	
Proposed City Zoning:	CSR	
Current Land Use:	Vacant	
Comprehensive Plan Land Use:	Residential Medium	
Values:	Assessed:	\$14,330
	Actual:	\$168,230
Address Ranges:	2849 thru 2861 C ½ Road (Odd only)	
Special Districts:	Water:	Ute
	Sewer:	City
	Fire:	GJ Rural Fire Protection District
	Irrigation/Drainage:	Grand Valley Irrigation Company
	School:	District 51
	Pest:	Grand River Mosquito District & Upper Grand Valley Pest
	Other:	Colorado River Water Conservancy

**NOTICE OF HEARING
ON PROPOSED ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO**

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 7th day of September 2022, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION
REFERRING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SETTING A HEARING ON SUCH ANNEXATION,
AND EXERCISING LAND USE CONTROL**

C ½ ROAD GRAVEL PIT ANNEXATION

**APPROXIMATELY 27.83 ACRES
LOCATED AT 2855 C ½ ROAD**

WHEREAS, on the 7th day of September, 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:

C ½ ROAD GRAVEL PIT ANNEXATION

PERIMETER BOUNDARY LEGAL DESCRIPTION

A Serial Annexation comprising the C ½ Road Gravel Pit Annexation No. 1 and C ½ Road Gravel Pit Annexation No. 2

C ½ Road Gravel Pit Annexation No. 1

A parcel of land being a portion of Lots 9 and 10, BEVIER SUBDIVISION, same as filed under Reception Number 21700, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section 19, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW Corner of said NW1/4SE1/4 and assuming the north line of said NW1/4SE1/4 bears S89°38'59"E with all other bearings herein being relative thereto; thence S0°07'42"W along the west line of said NW1/4SE1/4 a distance of 40.00 feet to the Northwest Corner of said Lot 9, BEVIER SUBDIVISION also being the southwest corner of WEAVER ANNEXATION No. 2, Ordinance Number 3108 same as filed under Reception Number 1894971 and being the Point of Beginning; thence S89°38'59"E along the south line of said WEAVER ANNEXATION No. 2 a distance of 660.00 feet to the Northeast Corner of said Lot 10, BEVIER SUBDIVISION, thence S0°07'42"W along the east line of said Lot 10 a distance of 1000.00 feet; thence N89°38'59"W a distance of 660.00 feet to a point on the west line of said Lot 9 BEVIER SUBDIVISION; thence N0°07'42"E along said west line of Lot 9 a distance of 1000.00 feet to the Point of Beginning.

Containing 15.15 Acres or 659995 Square Feet more or less as described.

C ½ Road Gravel Pit Annexation No. 2

A parcel of land being a portion of Lots 9 and 10, BEVIER SUBDIVISION, same as filed under Reception Number 21700, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) and Lot 5 of Section 19, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW Corner of said NW1/4SE1/4 and assuming the north line of said NW1/4SE1/4 bears S89°38'59"E with all other bearings herein being relative thereto; thence S0°07'42"W along the west line of said NW1/4SE1/4 a distance of 1040.00 feet to the Northwest Corner of C 1/4 Road Gravel Pit ANNEXATION No. 1 being the Point of Beginning; thence S89°38'59"E along the south line of said C 1/4 Road Gravel Pit ANNEXATION No. 1 a distance of 660.00 feet to a point on the east line of said Lot 10, BEVIER SUBDIVISION, thence S0°07'42"W along the east line of said Lot 10 a distance of 989.00 feet to the southeast corner of said Lot 10 also being a point on the southerly line of said Lot 5, Section 19 and a point on the centerline of the Colorado River; thence N64°58'43"W along said centerline of the Colorado River a distance of 727.59 feet to the southwest corner of said Lot 9, BEVIER SUBDIVISION; thence N0°07'42"E along said west line of Lot 9 a distance of 685.29 feet to the Point of Beginning.

Containing 12.68 Acres or 552513 Square Feet more or less as described.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 19th day of October, 2022, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 5:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any 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; whether any of the land is now subject to other

annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the 7th day of September, 2022.

President of the Council

Attest:

City Clerk

NOTICE IS FURTHER GIVEN that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

City Clerk

<i>DATES PUBLISHED</i>
September 9th, 2022
September 16th, 2022
September 23rd, 2022
September 30th, 2022

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO
C ½ ROAD GRAVEL PIT ANNEXATION**

**LOCATED ON PROPERTIES AT 2855 C ½ ROAD
APPROXIMATELY 27.83 ACRES**

WHEREAS, on the 7th day of September, 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:

**C ½ ROAD GRAVEL PIT ANNEXATION
EXHIBIT A & B**

PERIMETER BOUNDARY LEGAL DESCRIPTION

A Serial Annexation comprising the C ½ Road Gravel Pit Annexation No. 1 and C ½ Road Gravel Pit Annexation No. 2

C ½ Road Gravel Pit Annexation No. 1

A parcel of land being a portion of Lots 9 and 10, BEVIER SUBDIVISION, same as filed under Reception Number 21700, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section 19, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

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Containing 15.15 Acres or 659995 Square Feet more or less as described.

C ½ Road Gravel Pit Annexation No. 2

A parcel of land being a portion of Lots 9 and 10, BEVIER SUBDIVISION, same as filed under Reception Number 21700, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) and Lot 5 of Section 19, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW Corner of said NW1/4SE1/4 and assuming the north line of said NW1/4SE1/4 bears S89°38'59"E with all other bearings herein being relative thereto; thence S0°07'42"W along the west line of said NW1/4SE1/4 a distance of 1040.00 feet to the Northwest Corner of C 1/4 Road Gravel Pit ANNEXATION No. 1 being the Point of Beginning; thence S89°38'59"E along the south line of said C 1/4 Road Gravel Pit ANNEXATION No. 1 a distance of 660.00 feet to a point on the east line of said Lot 10, BEVIER SUBDIVISION, thence S0°07'42"W along the east line of said Lot 10 a distance of 989.00 feet to the southeast corner of said Lot 10 also being a point on the southerly line of said Lot 5, Section 19 and a point on the centerline of the Colorado River; thence N64°58'43"W along said centerline of the Colorado River a distance of 727.59 feet to the southwest corner of said Lot 9, BEVIER SUBDIVISION; thence N0°07'42"E along said west line of Lot 9 a distance of 685.29 feet to the Point of Beginning.

Containing 12.68 Acres or 552513 Square Feet more or less as described.

INTRODUCED on first reading on the 7th day of September 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

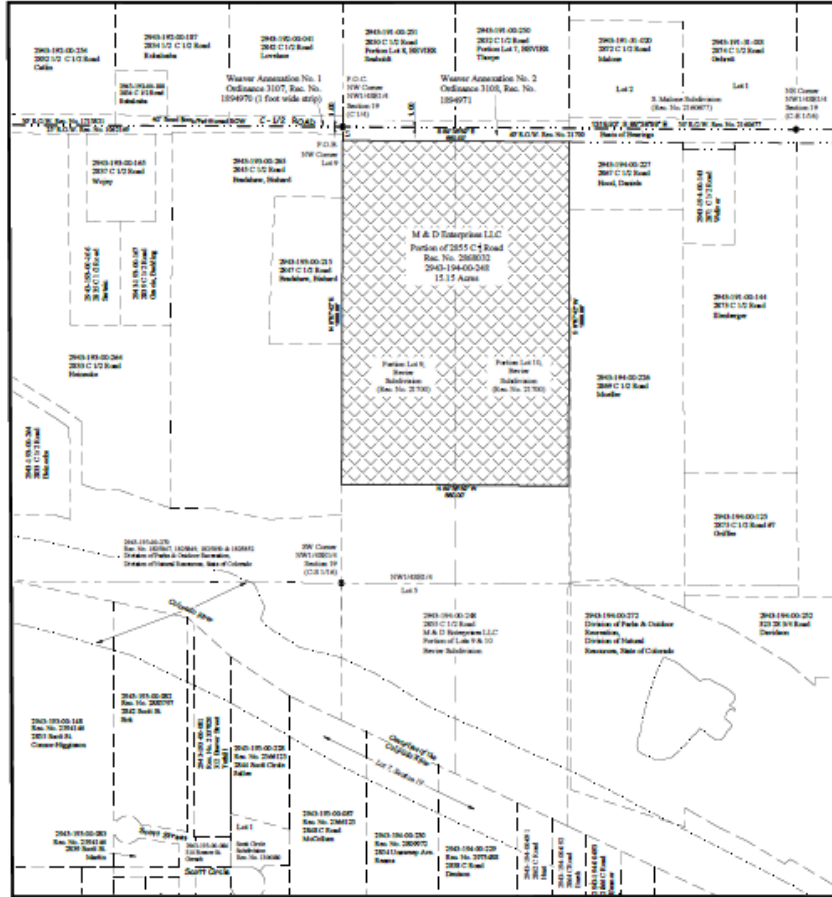
Attest:

City Clerk

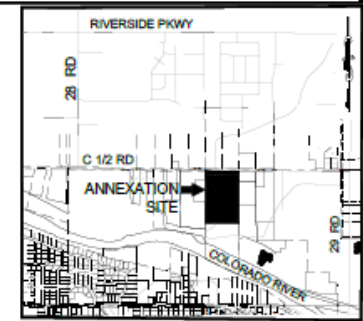
EXHIBIT A

C 1/2 Road Gravel Pit Annexation No. 1

Located in the NW1/4SE 1/4 of SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



THIS IS NOT A BOUNDARY SURVEY



SITE LOCATION MAP

SCALE: 1" = 400'

LEGAL DESCRIPTION

A parcel of land being a portion of Lots 9 and 10, REVEYER SUBDIVISION, same as filed under Exception Number 21706, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section 19, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW Corner of said NW1/4SE1/4 and ascending the north line of said NW1/4SE1/4 a distance of 40.00 feet to the Northeast Corner of said Lot 9, REVEYER SUBDIVISION also being the southeast corner of WEAVER ANNEXATION No. 2, Ordinance Number 1155 same as filed under Exception Number 159471 and being the Point of Beginning; thence S07°37'05" along the south line of said WEAVER ANNEXATION No. 2 a distance of 40.00 feet to the Northeast Corner of said Lot 10, REVEYER SUBDIVISION, thence S07°04'20" along the west line of said Lot 10 a distance of 1000.00 feet; thence N07°30'00" along the west line of said Lot 9, REVEYER SUBDIVISION; thence N70°04'20" along the west line of Lot 9 a distance of 1000.00 feet to the Point of Beginning.

Containing 15.17 Acres or 65991 Square Feet more or less as described.

LINE TABLE
L1 S07°04'20" 40.00'

LEGEND	
ANNEXATION BOUNDARY	[Symbol]
ANNEXATION AREA	[Symbol]
EXISTING CITY LIMITS	[Symbol]

SURVEY ABBREVIATIONS	SG. FT.	SQUARE FEET
P.O.C. POINT OF COMMENCEMENT	AP	CENTRAL ANGLE
P.O.B. POINT OF BEGINNING	ARC	ARC LENGTH
R.O.W. RIGHT OF WAY	CHD	CHORD LENGTH
SEC. SECTION	CHB	CHORD BEARING
TWP. TOWNSHIP	BL	BLOCK
RGE. RANGE	PLB	PLAT BOOK
LINE. UTE MERIDIAN	SE	SECTION
ND. NUMBER	PL	PLAT
REC. RECEPTION	HOR. DIST.	HORIZONTAL DISTANCE

AREAS OF ANNEXATION	
ANNEXATION PERIMETER	3225.29 FT.
CONVULSION PERIMETER	480.00 FT.
AREA IN SQUARE FEET	65991.00
AREA IN ACRES	15.17
AREA WITHIN R.O.W.	0.93 ACRES

ORDINANCE NO.	EFFECTIVE DATE



NOTE:
THE DESCRIPTIONS CONTAINED HEREIN HAVE BEEN DERIVED FROM SURVEYOR PLAT, CHORD DESCRIPTIONS & LEGAL BOUNDARIES 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
STATE OF COLORADO - P.L.S. NO. 3038
FOR THE CITY OF GRAND JUNCTION
522 WEST AVENUE - SUITE C
GRAND JUNCTION, CO. 81501

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 HEREON.

DRAWN BY: [Signature] DATE: 05/20/2024
CHECKED BY: [Signature] DATE: 05/20/2024
APPROVED BY: [Signature] DATE: 05/20/2024



CITY OF Grand Junction
C O S O E A D O
COMMUNITY DEVELOPMENT DEPARTMENT

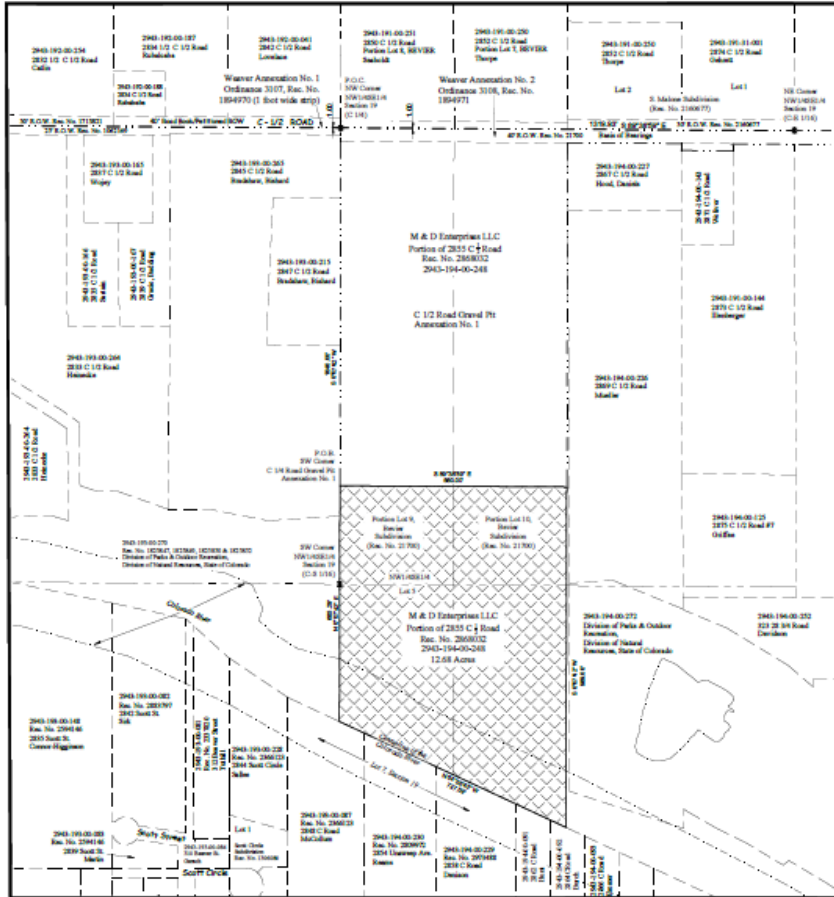
PUBLIC WORKS ENGINEERING DIVISION

C 1/2 Road Gravel Pit Annexation No. 1
LOCATED IN THE NW1/4SE1/4
SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

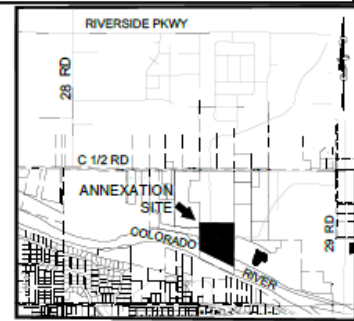
1 of 1

C 1/2 Road Gravel Pit Annexation No. 2

Located in the NW1/4SE1/4 and Lot 5 of SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



THIS IS NOT A BOUNDARY SURVEY



SITE LOCATION MAP

SCALE: 1" = 80'

LEGAL DESCRIPTION

A parcel of land being a portion of Lots 9 and 10, REVER SUBDIVISION, was as filed under Reception Number 20760, located in the Northwest Quarter of the Southwest Quarter (NW1/4SE1/4) and Lot 5 of Section 19, Township 1 South, Range 1 East of the Meridian, County of Mesa, State of Colorado and being more particularly described as follows:
Commencing at the NW Corner of said NW1/4SE1/4 and extending the north line of said NW1/4SE1/4 a distance of 1040.00 feet to the Northwest Corner of C 1/4 Road Gravel Pit ANNEXATION No. 1 being the Point of Beginning, thence S89°28'59" along the south line of said C 1/4 Road Gravel Pit ANNEXATION No. 1 a distance of 460.00 feet to a point on the east line of said Lot 10, REVER SUBDIVISION, thence S9°07'42" along the east line of said Lot 10 a distance of 969.00 feet to the southeast corner of said Lot 10 who being a point on the westerly line of said Lot 5, Section 19 and a point on the centerline of the Colorado River, thence S04°09'29" along said centerline of the Colorado River a distance of 722.59 feet to the southeast corner of said Lot 4, REVER SUBDIVISION, thence N0°07'42" along said west line of Lot 9 a distance of 685.29 feet to the Point of Beginning.

Containing 12.68 Acres or 552533 Square Feet more or less as described.

LEGEND

ANNEXATION BOUNDARY	
ANNEXATION AREA	
EXISTING CITY LIMITS	

SYMBOL	ABBREVIATION	DESCRIPTION
P.O.B.	POINT OF BEGINNING	
P.G.B.	POINT OF BEGINNING	
R.O.W.	RIGHT OF WAY	
SEC.	SECTION	
TWP.	TOWNSHIP	
RANGE	RANGE	
L.M.	LITE MERIDIAN	
NO.	NUMBER	
SEC.	SECTION	
S.P.	SQUARE FEET	
DP.	DIPITAL ANGLES	
RAD.	RADIUS	
ARC.	ARC LENGTH	
CHD.	CHORD LENGTH	
CHL.	CHORD BEARING	
B/L.	BLUCK	
P/L.	PLAT BOOK	
BK.	BOOK	
PG.	PAGE	
ROK.	ROCK	
HOR. DIST.	HORIZONTAL DISTANCE	

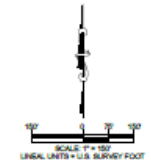
AREAS OF ANNEXATION

ANNEXATION PERIMETER	3887.88 FT
CENTRAL AXIS PERIMETER	8800.00 FT
AREA IN SQUARE FEET	850000.00 FT ²
AREA IN ACRES	19.38
AREA WITHIN R.O.W.	0.00 FT ²
	0.00 ACRES

ORDINANCE NO.

EFFECTIVE DATE

NOTES:
THE DESCRIPTIONS CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLAT, DEED DESCRIPTIONS AND DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDS. 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
STATE OF COLORADO - P.L. & M.D. 2020
FOR THE CITY OF GRAND JUNCTION
333 WEST AVENUE - BLDG C
GRAND JUNCTION, CO 81501

NOTICE: ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THIRTY (30) 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: R.B.P. DATE: 02/27/2022
DESIGNED BY: R.B.P. DATE: 02/27/2022
CHECKED BY: C.V.M. DATE: 02/28/2022
APPROVED BY: R.B.P. DATE:



PUBLIC WORKS
ENGINEERING DIVISION

C 1/2 Road Gravel Pit Annexation No. 2
SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

1 of 1



Grand Junction City Council

Regular Session

Item #2.b.iii.

Meeting Date: September 7, 2022
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance Vacating a 0.13-Acre Portion of the Undeveloped G Road Public Right-of-Way on the Northeast Corner of Horizon Drive and G Road at 702 Horizon Drive and Setting a Public Hearing for September 21, 2022

RECOMMENDATION:

The Planning Commission heard this request at its August 23, 2022 meeting and voted (7-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Sid Squirrell, is requesting the vacation of a portion of undeveloped G Road public Right-of-Way located in the southern portion of G Road along the north boundary of 702 Horizon Drive, beginning at Horizon Drive and going east for approximately 240 feet. The vacation area is approximately 25 feet in width and contains 0.13-acre of land.

The Applicant is currently in the process of a Simple Subdivision application review to develop a two-lot subdivision (2.58-acre Horizon Cache Subdivision) with lot 1 planned for a Starbucks restaurant and two other retail businesses on 1.45 acres in an existing C-1 (Light Commercial) zone district currently under review as a Site Plan application. As part of the subdivision process, new right-of-way (0.74 acres) will be granted to the city to accommodate the location of the necessary infrastructure for the future G Road round-about on Horizon Drive.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject vacation area of 0.13 acres is located along the south side of G Road,

beginning at Horizon Drive and going east for approximately 240 feet. This unused portion of G Road is not needed for the public infrastructure planned for the future construction of G Road as a local street in this area. The remaining right-of-way of 44 feet in width accommodates the local street section planned.

The Applicant is currently in the process of a Simple Subdivision application review to develop a two-lot subdivision (2.58-acre Horizon Cache Subdivision) with lot 1 planned for a Starbucks restaurant and two other retail businesses on 1.45 acres in an existing C-1 (Light Commercial) zone district currently under review as a Site Plan application.

The proposed vacated area will be incorporated into the final design of the retail and restaurant land uses being planned and designed for this. G Road Right-of-way is currently wider than is needed. Therefore, the Applicant is requesting the vacation of the right-of-way to accommodate the proposed commercial development. In addition, the Applicant is dedicating through the subdivision process, new right-of-way (0.74 acres) to the city to accommodate the location of the necessary infrastructure for the G Road round-about on Horizon Drive.

The G Road right-of-way contains existing utility infrastructure and improvements and therefore requires an easement be dedicated which accommodates such infrastructure. A condition of this right-of-way vacation is to require a multi-purpose easement be dedicated on the proposed Horizon Cache Subdivision plat for the entire vacated area. This easement will accommodate all existing and future utility infrastructure needing this easement area.

In addition, a new slope easement is necessary within the proposed vacated right-of-way area and, as a condition, also be dedicated on the proposed Horizon Cache Subdivision plat.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting was held on January 6, 2022. There were seven total participants including the applicant, city staff and four members of the public.

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 February 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 on August 12, 2022. The notice of this public hearing was published August 16, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

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

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

The request to vacate 0.13 acres of existing public right-of-way does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City. Vacation of this right-of-way will have no impact on public facilities or services provided to the general public since a new easement is required to be granted to the City as part of the right-of-way vacation and proposed development. The remaining width of Right-of-way will accommodate the local street construction.

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

Principal 3: Responsible and Managed Growth

Policy 2: Encourage infill and redevelopment to leverage existing infrastructure.

Policy 4: Maintain and build infrastructure that supports urban development.

Policy 5: Plan for and ensure fiscally responsible delivery of City services and infrastructure.

Therefore, this criterion has been met.

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

This request is to vacate existing public right-of-way which is not needed to accommodate the future construction of a local residential street in G road at this location. As such, no parcels will be landlocked as a result of the proposed vacation request. Therefore, staff has found, with the granting of the vacated area as a multi-purpose easement accommodating area utility providers and a slope easement dedicated to accommodating future road construction, that this criterion will be met.

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

This vacation request does not impact access to any parcel, therefore this criterion has been met.

(4) There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services; There will be no impact to public facilities and services and all utility providers will have access to a multi-purpose easement dedicated to the City, to provide services to properties in this vicinity. No comments concerning the proposed vacation were received from the utility review agencies or the adjacent property owners indicating issue or adverse impacts related to this request or the quality of services provided to

the property. Therefore, this criterion has been met.

(5) The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and Neither staff nor utility providers have identified that this request will inhibit the provision of adequate public facilities and services. Therefore, this criterion has been met.

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

Maintenance requirements for the City will not substantially change as a result of the proposed vacation of G Road right-of-way when it is improved to a local street standard with the future development of 702 Horizon Drive. With the vacation, the Applicant can utilize the vacated area with rest of the 702 Horizon Drive property as needed to accommodate additional circulation and buildable area in the lot's development.

It will also serve as a general clean-up of the property by removing under-improved right-of-way from the property that is no longer necessary, which will not only benefit the Applicant's overall site development but allow for a public right-of-way that is constructed to current infrastructure standards. As such, this criterion has been met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Horizon Cache – Public Right-Of-Way Vacation, VAC-2022-53, located at the Northeast Corner of Horizon Drive and G Road at 702 Horizon Drive, the following findings of fact have been made with the recommended conditions of approval:

The request conforms with Section 21.02.100 (c) of the Zoning and Development Code, with the following conditions:

1. A multi-purpose easement shall be dedicated on the proposed Horizon Cache Subdivision plat for the entire vacated area.
2. A new slope easement shall be dedicated on the proposed Horizon Cache Subdivision plat for the entire vacated area.

The ordinance vacating the right-of-way shall only be recorded upon these conditions being met and all fees for recording being paid by the applicant.

Therefore, Planning Commission recommends conditional approval of the requested vacation.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to introduce an ordinance vacating a portion of G Road Public Right-Of-Way located at the Northeast Corner of Horizon Drive and G Road at 702 Horizon Drive, publish the ordinance in pamphlet form and set a hearing for September 21, 2022.

Attachments

1. Development Application
2. Site Location & Aerial Photo Maps
3. Site Sketch ROW Vacation Area
4. ORD-702 Horizon Vacation 082522

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: 702 Horizon Dr.

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

Existing Land Use Designation PD	Existing Zoning PD
Proposed Land Use Designation Commercial	Proposed Zoning C-1

Property Information

Site Location: 270 Horizon Dr. Grand Junction, CO 81501 Site Acreage: 2.46348
 Site Tax No(s): 2945-012-00-93 Site Zoning: PD

Project Description: Vacating a strip of land on north side of subject property on GRD.

Property Owner Information

Name: Emanuel Epstein
Revocable Trust
 Street Address: 37116 Mandarin Ave.
 City/State/Zip: ZPH, FL 33541
 Business Phone #: 727-320-7701
 E-Mail: djohnny2282@gmail.com
 Fax #:
 Contact Person: Deb Schneide
 Contact Phone #: 727-320-7704

Applicant Information

Name: Sid Squirrel
 Street Address: 244 N. 7th St.
 City/State/Zip: GR JCT, CO 81501
 Business Phone #: 970-263-2948
 E-Mail: sid@sjcommercial.com
 Fax #: 970-241-6263
 Contact Person: Sid Squirrel
 Contact Phone #: 970-260-0121

Representative Information

Name: Mark Austin
 Street Address: 123 N. 7th St.
 City/State/Zip: GR JCT, CO 81501
 Business Phone #: 970-242-7540
 E-Mail: MarkA@AustinInc.com
 Fax #: 970-255-1212
 Contact Person: Mark Austin
 Contact Phone #: 970-242-7540

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 *Sid Squirrel*
 Signature of Legal Property Owner *Debra Schneide Fee*

Date 1/12/22
 Date 1/19/22

General Project Report
for
702 Horizon Dr. Right of Way Vacation

Project Description (Location, Acreage, Proposed Use)

The purpose of this submittal is to obtain approval from the City of Grand Junction to vacate a right of way located at G Road and Horizon Drive. The project site is a 2.46-acre parcel located at 702 Horizon Drive in Grand Junction, Colorado. This property is located on the northeast corner of 27 ½ Road and G Road at Horizon Drive. The purpose of the proposed vacation is to even out the lot lines. The property and right of way location are depicted in the photo below:



Project Location

The property is currently zoned Project Development (PD) in the City of Grand Junction and lies next to the intersection of Horizon Drive and 27 ½ Road in an area composed of commercial properties. Adjacent properties and properties in the vicinity of the project site are zoned as Project Development (PD) or Light Commercial (C-1).

The applicant has requested the property be rezoned to Light Commercial (C-1) and is waiting for approval at this time.

The applicant is requesting a right of way vacation located at G Road and Horizon Drive.

Surrounding Land Uses and Zoning

The following adjacent properties are zoning accordingly:

DIRECTION	ZONING	CURRENT LAND USE
North	PD	Residential
North	C-1	Commercial

General Project Report
for
702 Horizon Dr. Right of Way Vacation

South	PD	Commercial
East	PD	Residential
West	C-1	Commercial

The City of Grand Junction's current zoning surrounding this parcel is shown below.



Current City of Grand Junction Zoning



2020 Comprehensive Plan

General Project Report
for
702 Horizon Dr. Right of Way Vacation

Neighborhood Meeting

A virtual neighborhood meeting was held on January 6, 2022, via Zoom, at 5:33 P.M. for the rezone request for a 2.46-acre property located at the northeast corner of 27-1/2 Road and Horizon Drive in Grand Junction, Colorado. There were 7 participants in the Zoom meeting. A screen shot of the participant list is depicted below:



Participant List from Zoom Virtual Neighborhood Meeting

Site Access

The proposed rezone requests no changes to site access. The site is accessible from 27 ½ Road and Horizon Drive. A future development project will likely require an access point at 27 ½ Road and G Road.

Utilities

All utility services required for this project are currently located on, or adjacent to, the project site. No changes are proposed at this time for the rezone from PD to C-1.

An 8-inch PVC sanitary sewer line currently exists adjacent to the north side of the parcel on G Road. There is also an 8-inch PVC stubbed sanitary sewer line adjacent to the property on the southwest corner located along 27 ½ Road. A 15-inch PVC sanitary line exists on the west side of the parcel along Horizon Drive.

General Project Report
for
702 Horizon Dr. Right of Way Vacation

There are two 8-inch water lines owned by Ute Water that are adjacent to the property. One line is located on the east side of the property on 27 ½ Court and runs from 27 ½ Road to G Road. The second water line is adjacent to the north side of the property on G Road to Horizon Drive. There are two water mains owned by Ute Water within the vicinity of the property; an 18-inch water main adjacent to the south side of the property on 27 ½ Road, and a 12-inch water main located on the west side of the property on Horizon Drive.

Three flow hydrants exist within the vicinity of the property; on the northeast corner of 27 ½ Court at G Road, on the north side of the property on G Road, and one located on the northwest side of Horizon Dr. A test hydrant exists on the southeast corner of 27 ½ Road at 27 ½ Court. The water lines and hydrants owned by Ute Water are depicted in the image below:



Map of Ute Water Lines and Hydrant Locations

City water does not currently exist on this site. Future development would likely utilize the previously listed water lines owned by Ute Water. Exact water distribution system requirements are yet to be determined. No changes are proposed at this time.

Irrigation water is not present on the site, so use remains unchanged by proposed right of way vacation.

Development Schedule and Phasing

The project anticipates obtaining right of way vacation approval in late March or early April of 2022.

OWNERSHIP STATEMENT - TRUST

(a) Deborah Schneide ("Trust") is the owner of the following property:

(b) Northwest corner of 27 1/2 Road and Horizon Drive

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) Deborah Schneide, 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:

[Empty box for limited authority details]

All other Trustees and their authority to bind the Trust are listed and described here:

NA

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

(d) NA

On behalf of Trust, I have reviewed the application for the (e) rezoning, single sub., ROW vacation. 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) NA

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

Signature of Partnership representative: Deborah Schneide TRS

Printed name of person signing: Deborah Schneide

State of Florida)

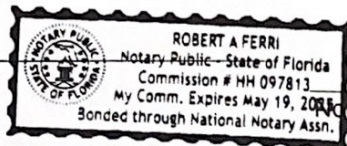
County of Pinellas) ss.

Subscribed and sworn to before me on this 19th day of January, 2022

by Robert A Ferreri

Witness my hand and seal.

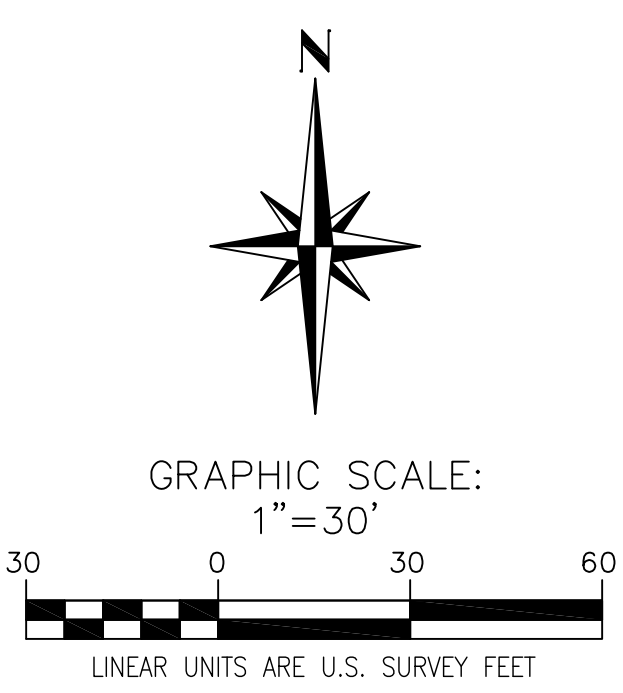
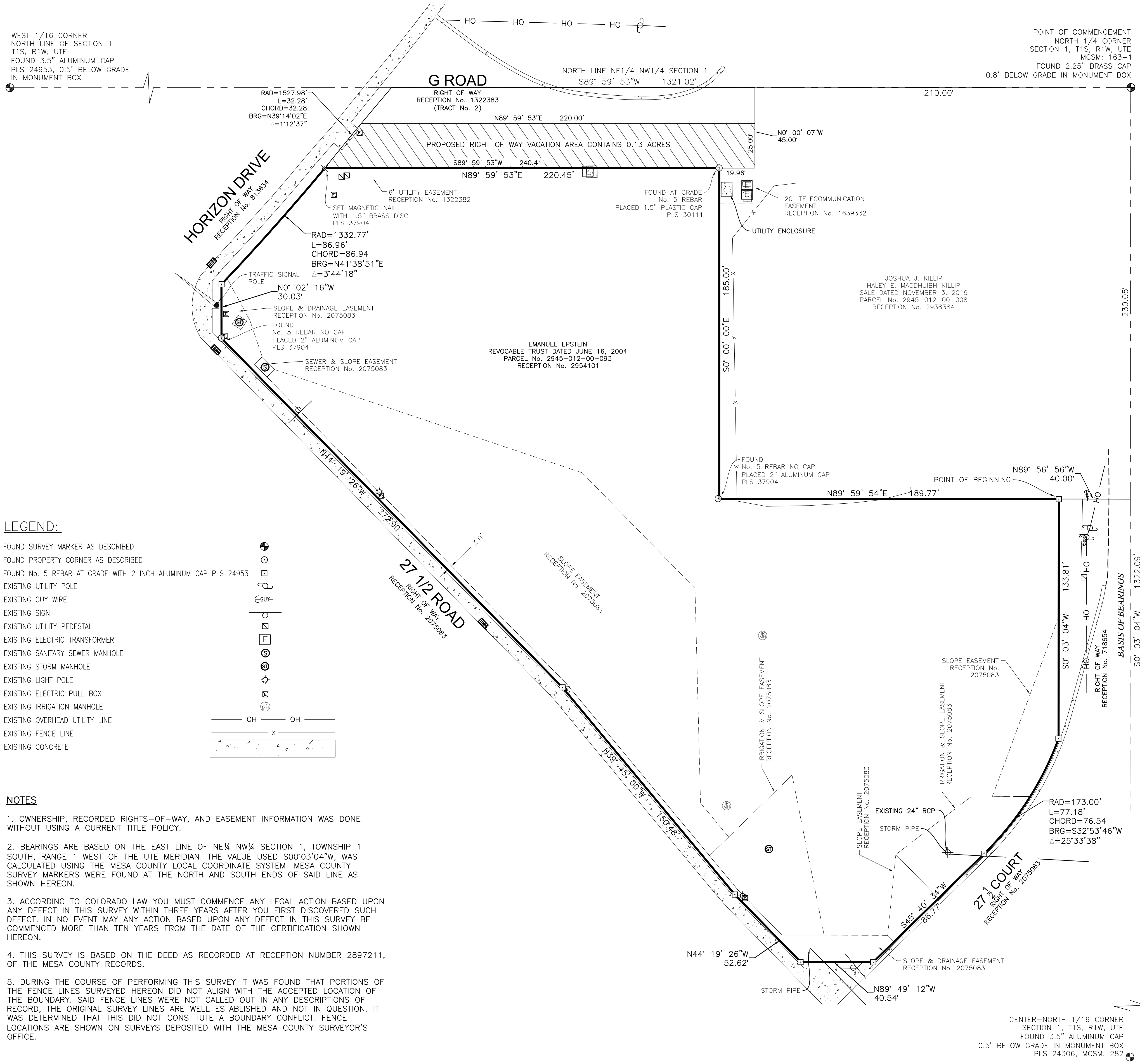
My Notary Commission expires on 05/19/2025



Robert A Ferreri Notary Public Signature

IMPROVEMENT SURVEY

SITUATED IN THE NE¼ NW¼ SECTION 1
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO



LEGAL DESCRIPTION:

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 1:

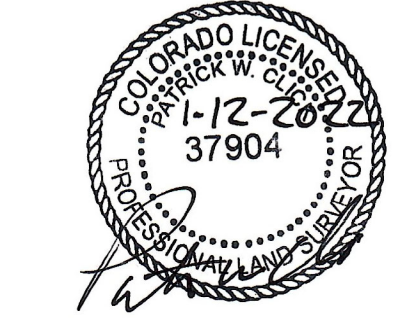
COMMENCING AT THE NORTHEAST CORNER OF THE NE¼ NW¼ OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, GRAND JUNCTION, MESA COUNTY, COLORADO, WHENCE THE SOUTHEAST CORNER OF SAID NE¼ NW¼ BEARS SOUTH 00°03'04" WEST A DISTANCE OF 1322.09 FEET, FOR A BASIS OF BEARINGS WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE SOUTH 00°03'04" WEST A DISTANCE OF 230.05 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 SOUTH 00°03'04" WEST A DISTANCE OF 133.81 FEET, ALONG SAID RIGHT-OF-WAY LINE AND THAT RIGHT-OF-WAY LINE DESCRIBED IN RECEPTION NO. 2075083; THENCE, ALONG SAID RIGHT-OF-WAY DESCRIBED IN RECEPTION NO. 2075083 THE FOLLOWING SEVEN (7) COURSES:

- (1) WITH A NON-TANGENT CURVE TURNING TO THE RIGHT HAVING A DELTA ANGLE OF 25°33'38", A RADIUS OF 173.00 FEET, AN ARC LENGTH OF 77.18 FEET, AND A CHORD LENGTH OF 76.54 FEET, WITH A CHORD BEARING OF SOUTH 32°53'46" WEST;
- (2) SOUTH 45°40'34" WEST A DISTANCE OF 86.77 FEET;
- (3) NORTH 89°49'12" WEST A DISTANCE OF 40.54 FEET;
- (4) NORTH 44°19'26" WEST A DISTANCE OF 52.62 FEET;
- (5) NORTH 39°45'00" WEST A DISTANCE OF 150.48 FEET;
- (6) NORTH 44°19'26" WEST A DISTANCE OF 272.90 FEET;
- (7) NORTH 00°02'16" WEST A DISTANCE OF 30.03 FEET; THENCE WITH A NON-TANGENT CURVE TURNING TO THE LEFT HAVING A DELTA ANGLE OF 03°44'08", A RADIUS OF 1332.77 FEET, AN ARC LENGTH OF 86.89 FEET, AND A CHORD LENGTH OF 86.88 FEET, WITH A CHORD BEARING OF NORTH 41°38'57" EAST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HORIZON DRIVE AS DEDICATED IN RECEPTION NO. 813634; THENCE NORTH 89°59'29" EAST A DISTANCE OF 220.48 FEET, ALONG THE SOUTH RIGHT-OF-WAY LINE OF G ROAD AS DEDICATED IN RECEPTION NO. 1322383; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 184.98 FEET; THENCE NORTH 89°59'54" EAST A DISTANCE OF 189.77 FEET TO THE POINT OF BEGINNING.

Said Parcel contains 2.46 Acres.

SURVEYOR'S CERTIFICATION:

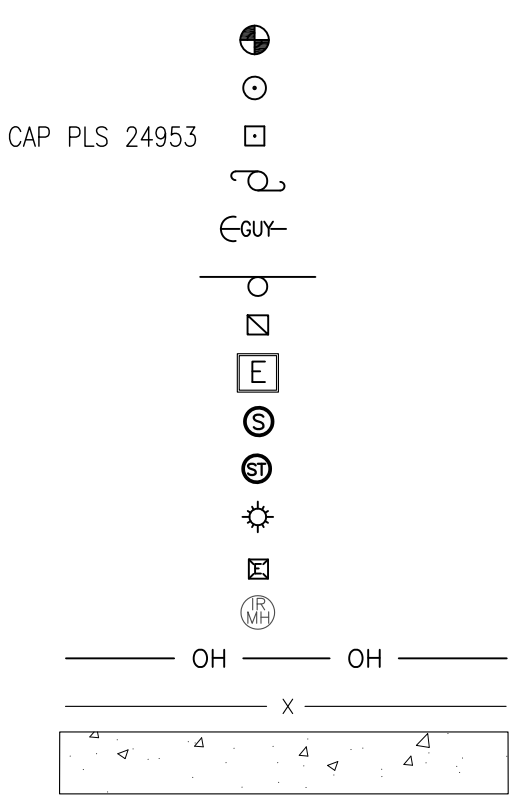
I, Patrick W. Click, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat represents a field survey completed by me and / or under my direct supervision. Both conform to the standards of practice, statutes and laws of the State of Colorado to the best of my knowledge and belief. This statement is not a guaranty or warranty, either expressed or implied.



COLORADO REGISTERED LAND SURVEYOR PLS #37904

LEGEND:

- FOUND SURVEY MARKER AS DESCRIBED
- FOUND PROPERTY CORNER AS DESCRIBED
- FOUND No. 5 REBAR AT GRADE WITH 2 INCH ALUMINUM CAP PLS 24953
- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- EXISTING SIGN
- EXISTING UTILITY PEDESTAL
- EXISTING ELECTRIC TRANSFORMER
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING LIGHT POLE
- EXISTING ELECTRIC PULL BOX
- EXISTING IRRIGATION MANHOLE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING FENCE LINE
- EXISTING CONCRETE



NOTES

1. OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE WITHOUT USING A CURRENT TITLE POLICY.
2. BEARINGS ARE BASED ON THE EAST LINE OF NE¼ NW¼ SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN. THE VALUE USED 500°03'04"W, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. MESA COUNTY SURVEY MARKERS WERE FOUND AT THE NORTH AND SOUTH ENDS OF SAID LINE AS SHOWN HEREON.
3. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
4. THIS SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 2897211, OF THE MESA COUNTY RECORDS.
5. DURING THE COURSE OF PERFORMING THIS SURVEY IT WAS FOUND THAT PORTIONS OF THE FENCE LINES SURVEYED HEREON DID NOT ALIGN WITH THE ACCEPTED LOCATION OF THE BOUNDARY. SAID FENCE LINES WERE NOT CALLED OUT IN ANY DESCRIPTIONS OF RECORD, THE ORIGINAL SURVEY LINES ARE WELL ESTABLISHED AND NOT IN QUESTION. IT WAS DETERMINED THAT THIS DID NOT CONSTITUTE A BOUNDARY CONFLICT. FENCE LOCATIONS ARE SHOWN ON SURVEYS DEPOSITED WITH THE MESA COUNTY SURVEYOR'S OFFICE.

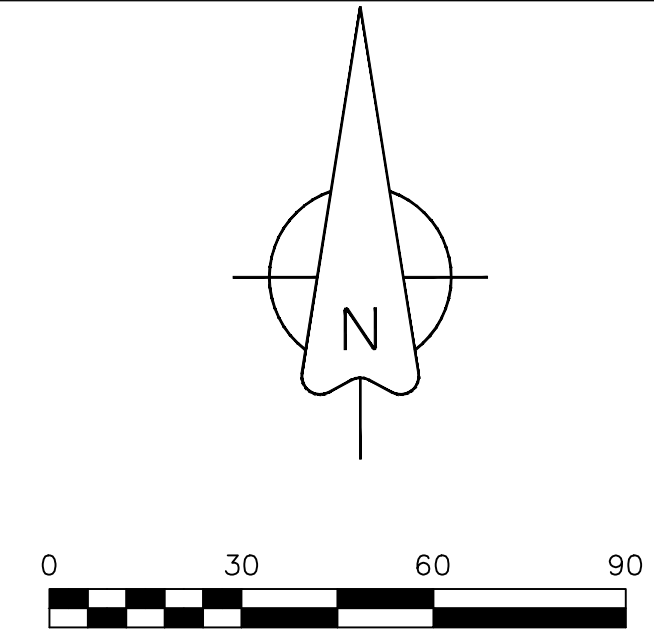
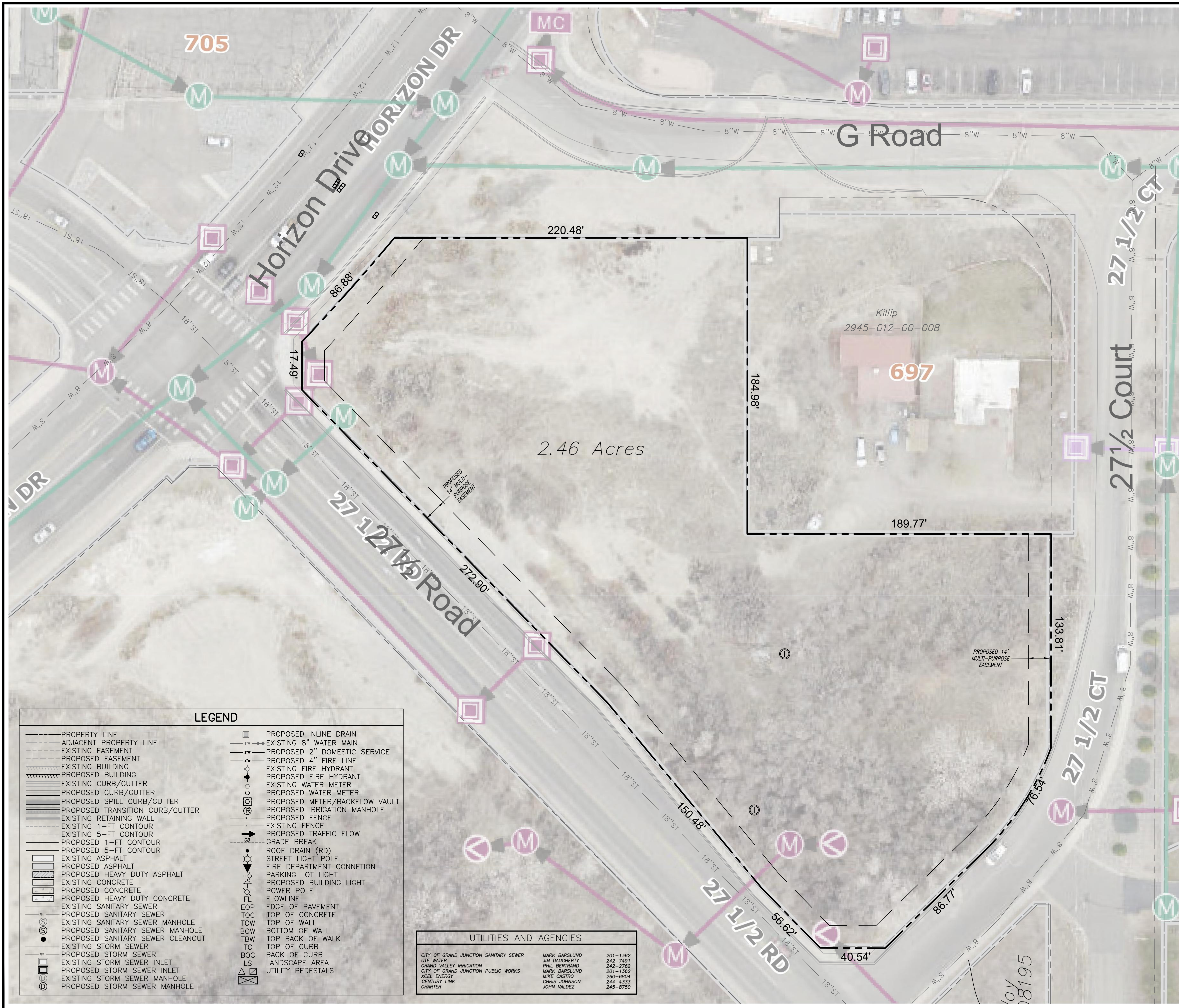
IMPROVEMENT SURVEY

SITUATED IN THE NE¼ NW¼ SECTION 1
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO

JOB #: 2021-138 FIELD WORK: KM DRAWN BY: PC
DATE: 1/12/2022 DRAWING NAME: G Road & Horizon CHECKED BY: PC

POLARIS SURVEYING

PATRICK W. CLICK P.L.S. 3194 MESA AVE. #B
GRAND JUNCTION, CO 81504
PHONE (970)434-7038



LEGEND

--- PROPERTY LINE	--- ADJACENT PROPERTY LINE	--- EXISTING EASEMENT	--- PROPOSED EASEMENT	--- EXISTING BUILDING	--- PROPOSED BUILDING	--- EXISTING CURB/GUTTER	--- PROPOSED CURB/GUTTER	--- PROPOSED SPILL CURB/GUTTER	--- PROPOSED TRANSITION CURB/GUTTER	--- EXISTING RETAINING WALL	--- EXISTING 1'-FT CONTOUR	--- EXISTING 5'-FT CONTOUR	--- PROPOSED 1'-FT CONTOUR	--- PROPOSED 5'-FT CONTOUR	--- EXISTING ASPHALT	--- PROPOSED ASPHALT	--- PROPOSED HEAVY DUTY ASPHALT	--- EXISTING CONCRETE	--- PROPOSED CONCRETE	--- PROPOSED HEAVY DUTY CONCRETE	--- EXISTING SANITARY SEWER	--- PROPOSED SANITARY SEWER	--- EXISTING SANITARY SEWER MANHOLE	--- PROPOSED SANITARY SEWER MANHOLE	--- EXISTING SANITARY SEWER CLEANOUT	--- EXISTING STORM SEWER	--- PROPOSED STORM SEWER	--- EXISTING STORM SEWER INLET	--- PROPOSED STORM SEWER INLET	--- EXISTING STORM SEWER MANHOLE	--- PROPOSED STORM SEWER MANHOLE
--- PROPOSED 14' MULTI-PURPOSE EASEMENT	--- EXISTING 8" WATER MAIN	--- PROPOSED 2" DOMESTIC SERVICE	--- PROPOSED 4" FIRE LINE	--- EXISTING FIRE HYDRANT	--- PROPOSED FIRE HYDRANT	--- EXISTING WATER METER	--- PROPOSED WATER METER	--- PROPOSED METER/BACKFLOW VAULT	--- PROPOSED IRRIGATION MANHOLE	--- PROPOSED FENCE	--- EXISTING FENCE	--- PROPOSED TRAFFIC FLOW	--- GRADE BREAK	--- ROOF DRAIN (RD)	--- STREET LIGHT POLE	--- FIRE DEPARTMENT CONNECTION	--- PARKING LOT LIGHT	--- PROPOSED BUILDING LIGHT	--- POWER POLE	--- FLOWLINE	--- EOP	--- TOP OF CONCRETE	--- TOP OF WALL	--- BOTTOM OF WALL	--- TOP BACK OF WALK	--- TOP OF CURB	--- BACK OF CURB	--- LANDSCAPE AREA	--- UTILITY PEDESTALS		

UTILITIES AND AGENCIES

CITY OF GRAND JUNCTION SANITARY SEWER	MARK BARSLUND	201-1362
UTE WATER	JIM DAUGHERTY	242-7491
GRAND VALLEY IRRIGATION	PHIL BERTRAND	242-7762
CITY OF GRAND JUNCTION PUBLIC WORKS	MARK BARSLUND	201-1362
XCEL ENERGY	MIKE GASTRO	260-6904
CENTURY LINK	CHRIS JOHNSON	244-4333
CHARTER	JOHN VALDEZ	245-8750

ACCEPTANCE BLOCK
 THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CITY DEVELOPMENT ENGINEER _____ DATE _____
 CITY PLANNER _____ DATE _____

CACHE PROPERTIES HORIZON
COMPOSITE PLAN
27-1/2 & Horizon Drive
 prepared for
Cache Properties LLC

A · C · G
AUSTIN CIVIL GROUP, INC.
 Land Planning · Civil Engineering · Development Services
 123 North 7th Street, Suite 300 · Grand Junction, Colorado 81501
 (970) 242-7540

Know what's below.
 Call before you dig.

SCALE VERIFICATION
 BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET
 ADJUST SCALES ACCORDINGLY

NO.	REVISIONS DESCRIPTION	DATE	BY

DRAWN BY: lms	DESIGNED BY: lms	CHECKED BY: mta	APPROVED BY: MRA
JOB NUMBER: 1011.0018			
DATE: 1-4-22			
SCALE: 1"=30'			
SHEET NO: C-4			

LEGAL SKETCH

POINT OF COMMENCEMENT
NORTH 1/4 CORNER
SECTION 1
T1S, R1W, UTE.

JOSHUA J. KILLIP
HALEY E. MACDHUIBH KILLIP
SALE DATED NOVEMBER 3, 2019
PARCEL No. 2945-012-00-008
RECEPTION No. 2938384

POINT OF BEGINNING

G ROAD

RIGHT OF WAY
RECEPTION No. 1322383
(TRACT No. 2)

BASIS OF BEARINGS

NORTH LINE NE1/4 NW1/4 SECTION 1
S89° 59' 53"W 1321.02'

210.00'

S0° 00' 07"E
20.00' 25.00'

N89° 59' 53"E 219.42'

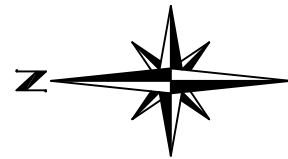
RIGHT OF WAY VACATION AREA CONTAINS 0.13 ACRES

S89° 59' 53"W 240.44'

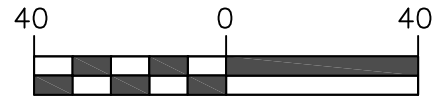
6' UTILITY EASEMENT
RECEPTION No. 1322382

20' TELECOMMUNICATION
EASEMENT
RECEPTION No. 1639332

EMANUEL EPSTEIN
REVOCABLE TRUST DATED JUNE 16, 2004
PARCEL No. 2945-012-00-093
RECEPTION No. 2954101



GRAPHIC SCALE:
1"=40'



JOB: 2021-138

LEGAL DESCRIPTION SKETCH

R.O.W. VACATION
AT G ROAD AND HORIZON DRIVE
GRAND JUNCTION, COLORADO

LOT 3 OF SECTION 1
T1S, R1W, UTE.
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO

POLARIS SURVEYING

PATRICK W. CLICK P.L.S.

3194 MESA AVE
GRAND JUNCTION, CO 81504
PHONE (970)434-7038

RAD=1960.00'
L=25.81'
CHORD=25.81
BRG=N39°12'26"E
Δ=0°45'16"

RAD=1960.00'
L=32.66'
CHORD=32.66
BRG=N40°03'43"E
Δ=0°57'17"

WEST 1/16 CORNER
NORTH LINE
OF SECTION 1
T1S, R1W, UTE.

HORIZON DRIVE
100.00' RIGHT OF WAY
RECEPTION No. 813634

Legal Description

A tract of land situated in Lot 3 of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being located entirely within the Right of Way as described at Reception Number 1322383 of the Mesa County Records, being more particularly described as follows:

The South 25.00 feet of the following described road right of way for G Road in Quit Claim Deed for Right of Way to the City of Grand Junction as recorded at Reception Number 1322383 of the Mesa County Records.

Tract No. 2: Beginning at the NE corner of Government Lot 3

(also referred to as the N1/4 corner of Section 1) thence S 89°59'53" W along the North Line of the NW1/4, with all bearings herein relative thereto, a distance of 210.00 feet to the TRUE POINT OF BEGINNING,

- thence S 00°00'07" E a distance of 45.00 feet;
- thence S 89°59'53" W a distance of 240.46 feet to a point on the Easterly Right-of-Way line of Horizon Drive;
- thence along said Easterly Right-of-Way line following the arc of a non-tangent curve to the left, the radius of which is 1960.00 feet and whose long chord bears N 39°40'58" E a distance of 58.47 feet to the North line of the NW1/4 of said Section 1;
- thence N 89°59'53" E along said North line of the NW1/4 a distance of 203.12 feet to the TRUE POINT OF BEGINNING.

Said South 25.00 feet of land contains 0.13 acres.

Legal description written by:

Patrick W. Click

Colorado licensed surveyor number 37904

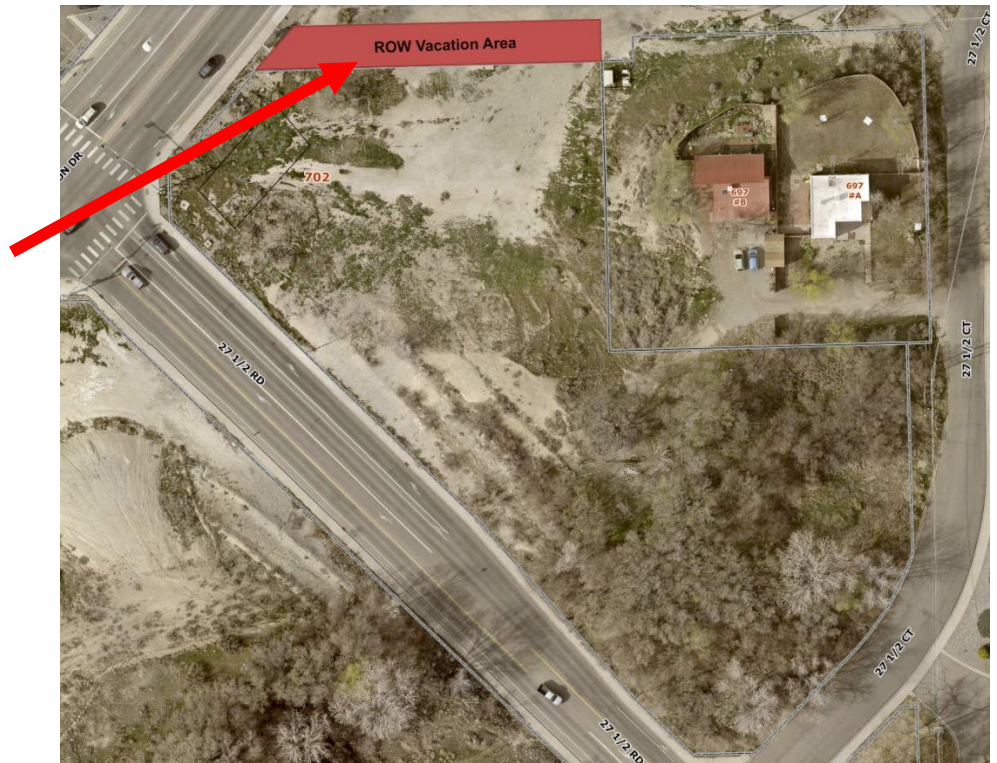
3194 Mesa Ave #B

Grand Junction, CO 81504

LOCATION MAPS



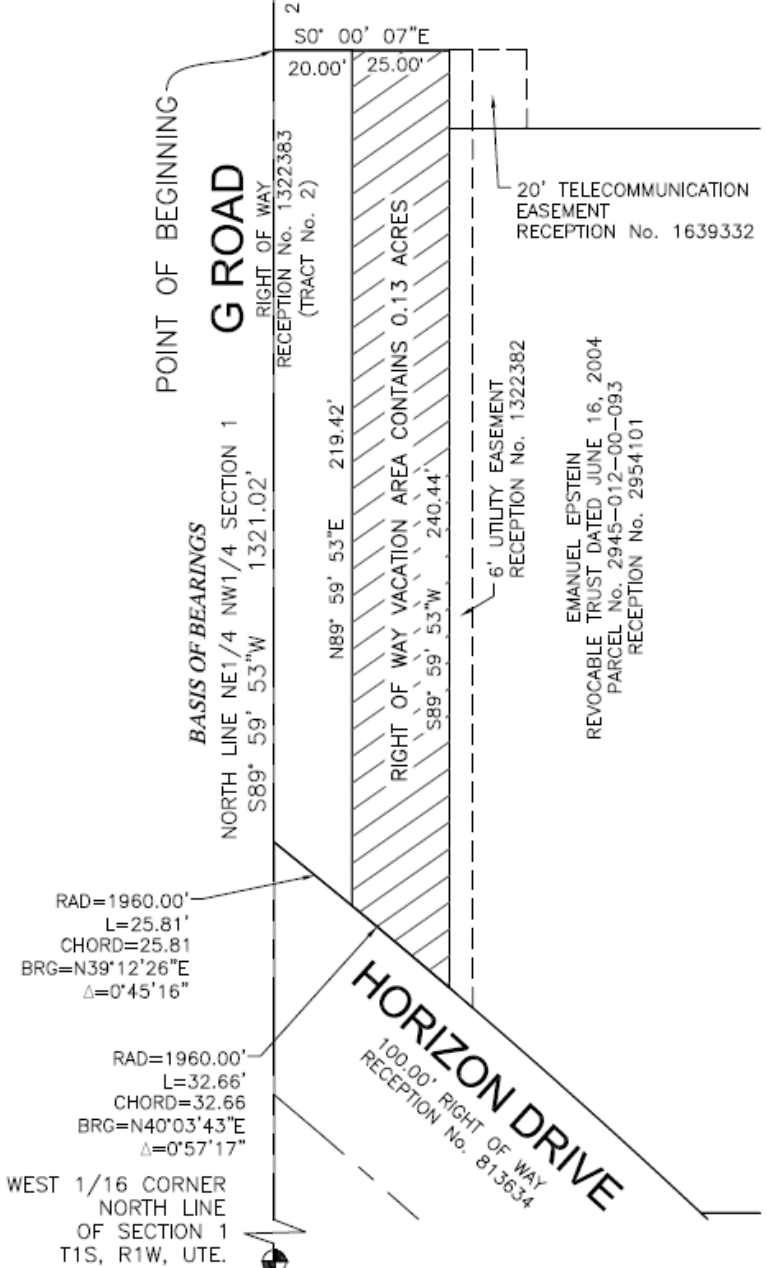
Portion of
G Road to be Vacated



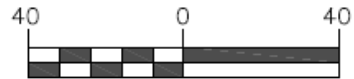
LEGAL SKETCH

POINT OF COMMENCEMENT
NORTH 1/4 CORNER
SECTION 1
T1S, R1W, UTE.

JOSHUA J. KILLIP
HALEY E. MACDHUIBH KILLIP
SALE DATED NOVEMBER 3, 2019
PARCEL No. 2945-012-00-008
RECEPTION No. 2938384



GRAPHIC SCALE:
1" = 40'



Patrick W. Click

JOB: 2021-138

LEGAL DESCRIPTION SKETCH

R.O.W. VACATION
AT G ROAD AND HORIZON DRIVE
GRAND JUNCTION, COLORADO

LOT 3 OF SECTION 1
T1S, R1W, UTE.
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO

POLARIS SURVEYING

PATRICK W. CLICK P.L.S.
3194 MESA AVE
GRAND JUNCTION, CO 81504
PHONE (970)434-7038

LEGAL SKETCH

POINT OF COMMENCEMENT
NORTH 1/4 CORNER
SECTION 1
T1S, R1W, UTE.

JOSHUA J. KILLIP
HALEY E. MACDHUIBH KILLIP
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G ROAD

RIGHT OF WAY
RECEPTION No. 1322383
(TRACT No. 2)

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NORTH LINE NE1/4 NW1/4 SECTION 1
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210.00'

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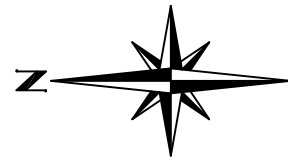
RIGHT OF WAY VACATION AREA CONTAINS 0.13 ACRES

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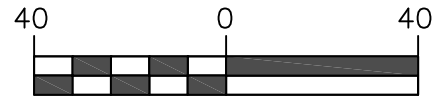
6' UTILITY EASEMENT
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RECEPTION No. 1639332

EMANUEL EPSTEIN
REVOCABLE TRUST DATED JUNE 16, 2004
PARCEL No. 2945-012-00-093
RECEPTION No. 2954101



GRAPHIC SCALE:
1"=40'



JOB: 2021-138

LEGAL DESCRIPTION SKETCH

R.O.W. VACATION
AT G ROAD AND HORIZON DRIVE
GRAND JUNCTION, COLORADO

LOT 3 OF SECTION 1
T1S, R1W, UTE.
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO

POLARIS SURVEYING

PATRICK W. CLICK P.L.S.

3194 MESA AVE
GRAND JUNCTION, CO 81504
PHONE (970)434-7038

RAD=1960.00'
L=25.81'
CHORD=25.81
BRG=N39°12'26"E
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RAD=1960.00'
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Δ=0°57'17"

WEST 1/16 CORNER
NORTH LINE
OF SECTION 1
T1S, R1W, UTE.

HORIZON DRIVE
100.00' RIGHT OF WAY
RECEPTION No. 813634

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE VACATING A PORTION OF G ROAD RIGHT-OF-WAY AT 702
HORIZON DRIVE, GRAND JUNCTION, COLORADO**

Recitals:

Vacation of a portion of the G Road right-of-way has been requested by the developer of the property at 702 Horizon Drive. The vacation of right of way is in anticipation of subdividing and developing the abutting property to the south for future commercial development.

The proposed development is known as the Horizon Cache Subdivision. The Applicant is proposing a two-lot subdivision, which will require dedication of certain interests in land for the G Road roundabout on Horizon Drive as well as dedication of a multi-purpose easement on the Horizon Cache Subdivision plat for existing utility infrastructure which will remain in the vacated area described and a newly defined and described slope both of which will be dedicated on the Horizon Cache Subdivision plat. The easements, together with the completion of all platting and other requirements of the Grand Junction Zoning & Development Code (Code) shall be conditions precedent to the vacation of right of way contemplated by this Ordinance.

After public notice and public hearing as required by the Code, and with a recommendation of approval from the Planning Commission, the Grand Junction City Council finds that the request to vacate certain rights-of-way conveyed at Reception No. 1322383 Mesa County Clerk and Records Records, is consistent with the Comprehensive Plan, the Grand Junction Circulation Plan and Section 21.02.100 of the Grand Junction Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT the following right-of-way as described herein and depicted on Exhibit A attached hereto, is hereby vacated contingent on and subject to the Applicant recording a plat for a two-lot subdivision known as the Horizon Cache Subdivision, which plat will include 1) dedication of certain interests in land for the G Road roundabout on Horizon Drive, 2) dedication of a multi-purpose easement for existing utility infrastructure which will remain in the vacated area described, and 3) dedication of a newly defined and described slope easement with the adequacy of all being determined by the City Manager or his designee.

The easements, together with the completion of all platting and other requirements of the Code shall be conditions precedent to the vacation of right of way contemplated by this Ordinance.

This Ordinance shall be recorded if and only if the Applicant satisfies each and every condition is the City's sole and exclusive satisfaction and the Applicant pays all recording fees and other applicable costs, expenses, and charges.

A tract of land situated in Lot 3 of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being located entirely within a portion of the Right of Way as described at Reception Number 1322383 of the Mesa County Records, being more particularly described as follows:

The South 25.00 feet of the following described road right of way for G Road in Quit Claim Deed for Right of Way to the City of Grand Junction as recorded at Reception Number 1322383 of the Mesa County Records.

Tract No. 2: Beginning at the NE corner of Government Lot 3

(also referred to as the N1/4 corner of Section 1) thence S 89°59'53" W along the North Line of the NW1/4, with all bearings herein relative thereto, a distance of 210.00 feet to the TRUE POINT OF BEGINNING,

- thence S 00°00'07" E a distance of 45.00 feet;
- thence S 89°59'53" W a distance of 240.46 feet to a point on the Easterly Right-of-Way line of Horizon Drive;
- thence along said Easterly Right-of-Way line following the arc of a non-tangent curve to the left, the radius of which is 1960.00 feet and whose long chord bears N 39°40'58" E a distance of 58.47 feet to the North line of the NW1/4 of said Section 1;
- thence N 89°59'53" E along said North line of the NW1/4 a distance of 203.12 feet to the TRUE POINT OF BEGINNING.

Said South 25.00 feet of land contains 0.13 acres, as herein described.

See Exhibit A.

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:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council

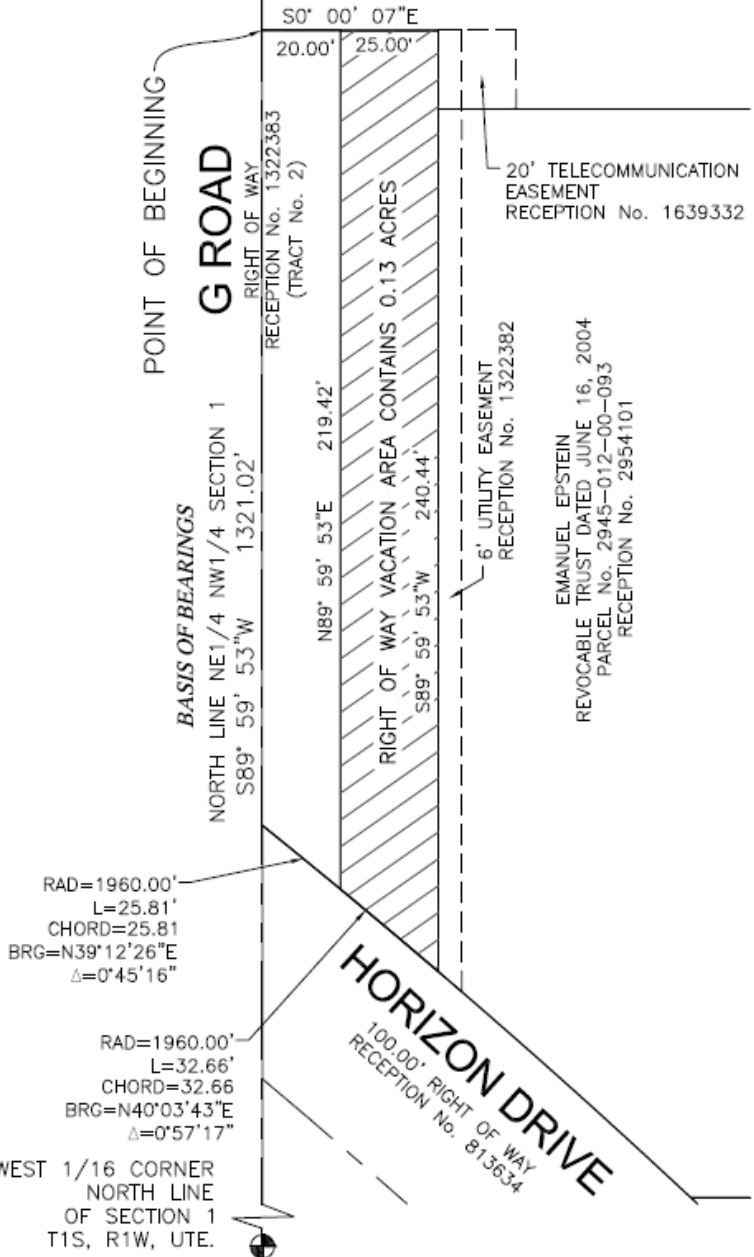
EXHIBIT A

DRAFT

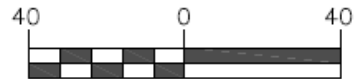
LEGAL SKETCH

POINT OF COMMENCEMENT
NORTH 1/4 CORNER
SECTION 1
T1S, R1W, UTE.

JOSHUA J. KILLIP
HALEY E. MACDHUIBH KILLIP
SALE DATED NOVEMBER 3, 2019
PARCEL No. 2945-012-00-008
RECEPTION No. 2938384



GRAPHIC SCALE:
1" = 40'



JOB: 2021-138

LEGAL DESCRIPTION SKETCH

R.O.W. VACATION
AT G ROAD AND HORIZON DRIVE
GRAND JUNCTION, COLORADO

LOT 3 OF SECTION 1
T1S, R1W, UTE.
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO

POLARIS SURVEYING

PATRICK W. CLICK P.L.S.
3194 MESA AVE
GRAND JUNCTION, CO 81504
PHONE (970)434-7038



Grand Junction City Council

Regular Session

Item #2.b.iv.

Meeting Date: September 7, 2022
Presented By: Nicole Galehouse, Principal Planner
Department: Community Development
Submitted By: Nicole Galehouse, AICP, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance Vacating a 15 Foot x 325 Foot Strip of Land Located on a 144-Acre Parcel Located at 675 23 1/2 Road and Setting a Public Hearing for September 21, 2022

RECOMMENDATION:

The Planning Commission heard this request at the August 23, 2022 meeting and voted (7-0) to recommend approval.

EXECUTIVE SUMMARY:

The Applicant Foothills Housing 2 LLC, is requesting the vacation of a 15-foot strip of land in the middle of parcel #2945-052-17-001, 675 23 1/2 Rd, beginning at the western property line and going east approximately 325 feet. The area requesting be vacated contains approximately 0.11-acre of land. The subject property is part of the Community Planned Development (also known as Mesa Trails development and formerly known as Three Arrows). The applicant is preparing development applications and the cleanup of this right-of-way is necessary for future development on the site.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject vacation area of 0.11 acres is located approximately 1/3 mile south of G Road along the western boundary of the subject property. The right-of-way was dedicated in 1955 "to the public" by Harland and Edna Anderson by deed at Reception #650525. This previously dedicated right-of-way does not align with any existing or planned roadways in this area, nor is there any infrastructure located on this property.

The subject property is part of the Community Planned Development (also known as Mesa

Trails development and formerly known as Three Arrows). The applicant is preparing development applications and the cleanup of this right-of-way is necessary for future development on the site. The proposed vacated area will be incorporated into the overall site design. Given that the right-of-way does not connect to any other roadways, existing or proposed, and that the width of the right-of-way is inadequate for roadway construction, the Applicant is requesting the vacation of the right-of-way to accommodate the proposed planned development. As part of the Mesa Trails planned development, the Applicant is dedicating and constructing right-of-way as determined necessary during the plan review process.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting was held on May 17, 2022, via Zoom virtual platform. There were four total participants including the applicant, city staff, and two members of the public.

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 10, 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 August 12, 2022. The notice of this public hearing was published on August 16, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

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

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

The request to vacate 0.11 acres of existing public right-of-way does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City. Vacation of this right-of-way will have no impact on public facilities or services provided to the general public since it is not contemplated for any proposed roadway alignments and all circulation will be evaluated during the subdivision and/or site plan processes.

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

Principal 3: Responsible and Managed Growth

Policy 4: Maintain and build infrastructure that supports urban development.

Policy 5: Plan for and ensure fiscally responsible delivery of City services and infrastructure.

Therefore, staff has found this criterion has been met.

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

This request is to vacate existing public right-of-way which is not needed to provide access to the subject property. The property has multiple points of potential future access on G Road, 23 ½ Road, and Hwy 6 & 50, as well as future opportunities for connection to F ½ Road, F ¾ Road, and 23 ¾ Road. Therefore, staff has found that this criterion has been met.

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

This vacation request does not impact access to any parcel and as such, staff finds this criterion has been met.

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

There will be no impact to public facilities and services. Grand Valley Drainage District, Grand Valley Power, City of Grand Junction Fire, Ute Water, and Xcel Energy responded during the utility review that there was no objection to the vacation of this property. No comments were received from other review agencies. Staff therefore finds this criterion has been met.

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

Neither staff nor utility providers have identified that this request will inhibit the provision of adequate public facilities and services. There will be ample opportunity during the site planning process to locate adequate public facilities and services. Staff finds that this criterion has been met.

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

This proposal will remove right-of-way that is not necessary for any City transportation networks, is not sufficient to produce any viable road right-of-way, and is not intended for construction. Approval of this request will allow for the site to be developed in a more cohesive manner without having to avoid this strip of land that goes through the middle of the site. As such, Staff finds that this criterion has been met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Foothills Housing – Public Right-Of-Way Vacation, VAC-2022-396, located on a 144-acre parcel located at 675 23 ½ Road, the following findings of fact have been made:

The request conforms with Section 21.02.100 (c) of the Zoning and Development Code. Therefore, the Planning Commission recommends approval of the requested vacation.

FISCAL IMPACT:

Average value of property and right-of-way can range broadly. The City received an MAI Appraisal from a project within the general area in 2021 that provided a value of approximately \$62,905 per acre or \$1.44 per square foot. This request includes vacating approximately 4,875 square feet of right-of-way which would result in a value of approximately \$7,020. This estimation of value is for informational purposes only. No compensation is being requested for this vacation.

SUGGESTED MOTION:

I move to introduce an Ordinance to vacate a 15-foot x 325-foot strip of land located on a 144-acre parcel located at 675 23 1/2 Road, publish the ordinance in pamphlet form and set a hearing for September 21, 2022.

Attachments

1. Exhibit 1 - Foothills Housing ROW Vacation Development Application
2. Exhibit 2 - Foothills Housing ROW Vacation Aerial & Site Map
3. Exhibit 3 - Foothills Housing Site Sketch
4. Exhibit 4 - Foothills Housing Vacation 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"/>	Existing Zoning <input type="text"/>
Proposed Land Use Designation <input type="text"/>	Proposed Zoning <input type="text"/>

Property Information

Site Location: <input type="text" value="675 23-1/2 Road"/>	Site Acreage: <input type="text" value="144"/>
Site Tax No(s): <input type="text" value="2945-052-17-001"/>	Site Zoning: <input type="text" value="PD"/>
Project Description: <input type="text" value="Vacate 15' strip of right of way"/>	

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Signature of Legal Property Owner

Date

Date

Foothills Housing ROW Vacation VAC-2022-396



THREE ARROWS SUBDIVISION

BEING A REPLAT OF LOT 1 OF MOSAIC FACTORY HOUSING BUILDING SUBDIVISION
 AS RECORDED AT RECEPTION NUMBER 3010726
 AND SITUATED IN SECTION 5
 TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
 CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENTS: That, Foothills Housing 2 LLC, A Colorado Limited Liability Company is the owner of that real property located in Section 5, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction, Mesa County, Colorado being more particularly described as follows:

LOT 1, MOSAIC FACTORY HOUSING BUILDING SUBDIVISION, CITY OF GRAND JUNCTION
 COUNTY OF MESA, STATE OF COLORADO
 RECORDED AT RECEPTION No. 3010726

Said parcel contains 159.91 ACRES.

Said owner has by these presents laid out, platted and subdivided the above described real property, and designated the same as THREE ARROWS SUBDIVISION, in the City of Grand Junction, County of Mesa, State of Colorado, and hereby offers the following dedications and grants.

All streets, roads and Rights-of-Way are dedicated to the City of Grand Junction for the use of the public forever.

All Multipurpose Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All Pedestrian Easements are dedicated to the City of Grand Junction as perpetual easements for ingress and egress access use by the public forever for constructing, installing, maintaining and repairing a trail and for purposes of walking, running, wheelchairs (motorized and non-motorized), bicycling, and other non-motorized forms of transportation for commuting and recreational purposes with or without pets accompanying them.

All Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby plotted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

Said Owner states that all lienholders appear hereon.

IN WITNESS WHEREOF, said owner has caused his name to be hereunto subscribed

this 13 day of December, A.D. 2021.
 by: [Signature]
 For: Foothills Housing 2 LLC

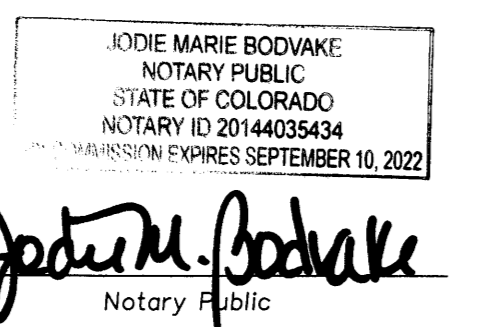
NOTARY PUBLIC CERTIFICATION

STATE OF Colorado :
 COUNTY OF Denver :ss

The foregoing instrument was acknowledged before me this 13 day of December, A.D. 2021.

by: Stuart Bolne

Witness my hand and official seal
 My Commission Expires 09-10-2022

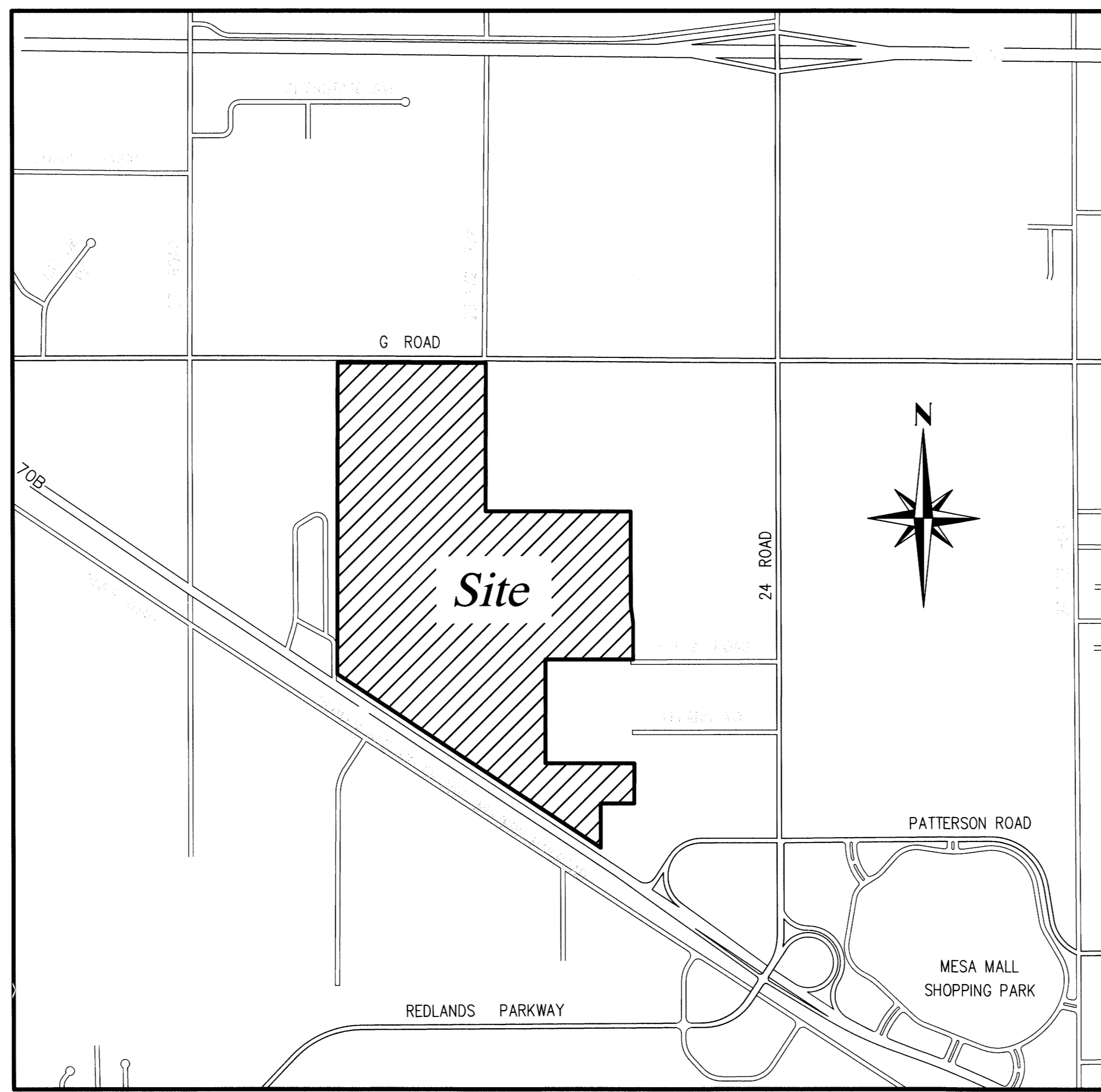


ABBREVIATIONS:

- N NORTH
- S SOUTH
- E EAST
- W WEST
- T TOWNSHIP
- R RANGE
- MCSM MESA COUNTY SURVEY MARKER
- ROW RIGHT OF WAY
- SIMS SURVEY INFORMATION MANAGEMENT SYSTEM
- PLS PROFESSIONAL LAND SURVEYOR
- No. NUMBER
- GPS GLOBAL POSITIONING SYSTEM
- ID IDENTIFICATION
- SQ SQUARE
- FT FEET
- AVE. AVENUE
- ST. STREET
- CT. COURT
- LN. LANE
- DR. DRIVE
- U.S. UNITED STATES
- L.C.E. LIMITED COMMON ELEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

CURVE LABEL ABBREVIATIONS:

- RAD RADIUS
- L ARC LENGTH
- CHORD LONG CHORD DISTANCE
- BRG LONG CHORD BEARING
- Δ CURVE CENTRAL ANGLE



VICINITY MAP; NOT TO SCALE

TITLE CERTIFICATION

STATE OF COLORADO }
 COUNTY OF MESA } ss

WE, LAND TITLE GUARANTEE, A TITLE INSURANCE COMPANY, AS DULY LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HERON DESCRIBED PROPERTY, THAT WE FIND THE TITLE TO THE PROPERTY VESTED TO FOOTHILLS HOUSING 2 LLC, A COLORADO LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON AND THAT THERE ARE NO OTHER ENCUMBRANCES OF RECORD; THAT ALL EASEMENTS, RESERVATIONS AND RIGHTS OF WAY OF RECORD ARE SHOWN HEREON.

DATE: DECEMBER 15, 2021 BY: [Signature]
 FOR: LAND TITLE GUARANTEE COMPANY
 LAWRENCE J. VENT/EXAMINER

LIENHOLDER RATIFICATION

THE UNDERSIGNED, HEREBY CERTIFIES THAT IT IS A HOLDER OF A SECURITY INTEREST UPON THE PROPERTY HEREON DESCRIBED AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNERS THEREOF AND AGREE THAT ITS SECURITY INTEREST WHICH IS RECORDED AT RECEPTION NUMBER 2975196 OF THE PUBLIC RECORDS OF MESA COUNTY, COLORADO SHALL BE SUBORDINATED TO THE DEDICATIONS SHOWN HEREON.

BY SIGNATURE BELOW THE UNDERSIGNED HEREBY CERTIFIES IT HAS AUTHORITY TO SUBORDINATE SAID SECURITY INTEREST ON LIENHOLDER'S BEHALF, THIS 15 DAY OF December, 2021.

BY: [Signature] FOR: METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC
 TITLE: Authorized Representative

NOTARY PUBLIC CERTIFICATION

STATE OF NY :
 COUNTY OF NY :ss

The foregoing instrument was acknowledged before me this 8th day of Dec, A.D. 2021.

by: Miles Peet

Witness my hand and official seal
 My Commission Expires 4-14-2022



NOTES

- OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE WITH A CURRENT TITLE POLICY BY LAND TITLE GUARANTEE COMPANY POLICY No. 0X65042070.3520657.
- BEARINGS ARE BASED ON THE EAST LINE OF NE¼ NW¼ SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN. THE VALUE USED S00°08'35"W, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. SURVEY MARKERS WERE FOUND AT THE NORTH AND SOUTH ENDS OF SAID LINE AS SHOWN HEREON.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 2975194, OF THE MESA COUNTY RECORDS.
- PROPERTY SURVEYED HEREON IS SUBJECT TO WASTE WATER RIGHTS ALONG THE EAST LINE OF THE NW¼ NW¼ SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN AS RECORDED AT RECEPTION No. 42542. THE CALLED FOR WASTE DITCH NO LONGER EXISTS AND THE RIGHTS GRANTED ARE NOT A SURVEY MATTER.

SURVEYOR'S CERTIFICATION:

I, Patrick W. Click, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this Plat is a true, correct and complete Final Plat of the THREE ARROWS SUBDIVISION, as laid out, platted, dedicated and shown hereon, that such Final Plat was made from an accurate survey of said property by me and under my supervision. Both conform to the standards of practice, statutes and laws of the State of Colorado to the best of my knowledge and belief. This statement is not a guaranty or warranty, either expressed or implied.



PATRICK W. CLICK
 COLORADO REGISTERED LAND SURVEYOR PLS #37904
 DECEMBER 15, 2021
 DATE

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO :
 COUNTY OF MESA :ss

This plat was accepted for filing in the office of the Clerk and Recorder of Mesa County, Colorado, at 2:54 o'clock p. m., on this 20 day of December 2021 and

was recorded at Reception No. 3012876

Drawer No. G3-94, and Fees \$30, \$3

Tina Peters
 Clerk and Recorder

Kaitlin Snover
 Deputy

CITY APPROVAL

THREE ARROWS SUBDIVISION, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, is hereby approved and dedications accepted this 16 day of December, 2021.

[Signature]
 City Manager

[Signature]
 President of Council

CITY USE BLOCK

The below listed recording information for Associated Record Documents was not prepared under the professional land surveyor's responsible charge, Board Rule 6.2.1, State of Colorado

The recording information is to be completed by the City of Grand Junction personnel.

- 5' and 10' Irrigation Easements are granted to _____ Reception Number 3012877

LAND USE SUMMARY

LOTS	158.23 ACRES	99%
RIGHT OF WAY	1.68 ACRES	1%
TOTAL	159.91 ACRES	100%

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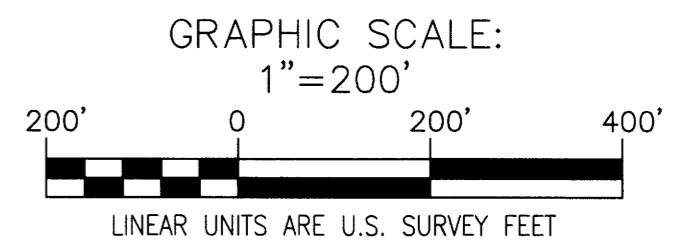
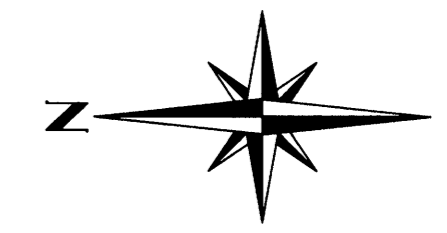
JOB #: 2021-064 FIELD WORK: SL DRAWN BY: JW
 DATE: 12/6/21 DRAWING NAME: THREE ARROWS CHECKED BY: PC

POLARIS SURVEYING

PATRICK W. CLICK P.L.S. 3194 MESA AVE. #B
 GRAND JUNCTION, CO 81504
 PHONE (970)434-7038

THREE ARROWS SUBDIVISION

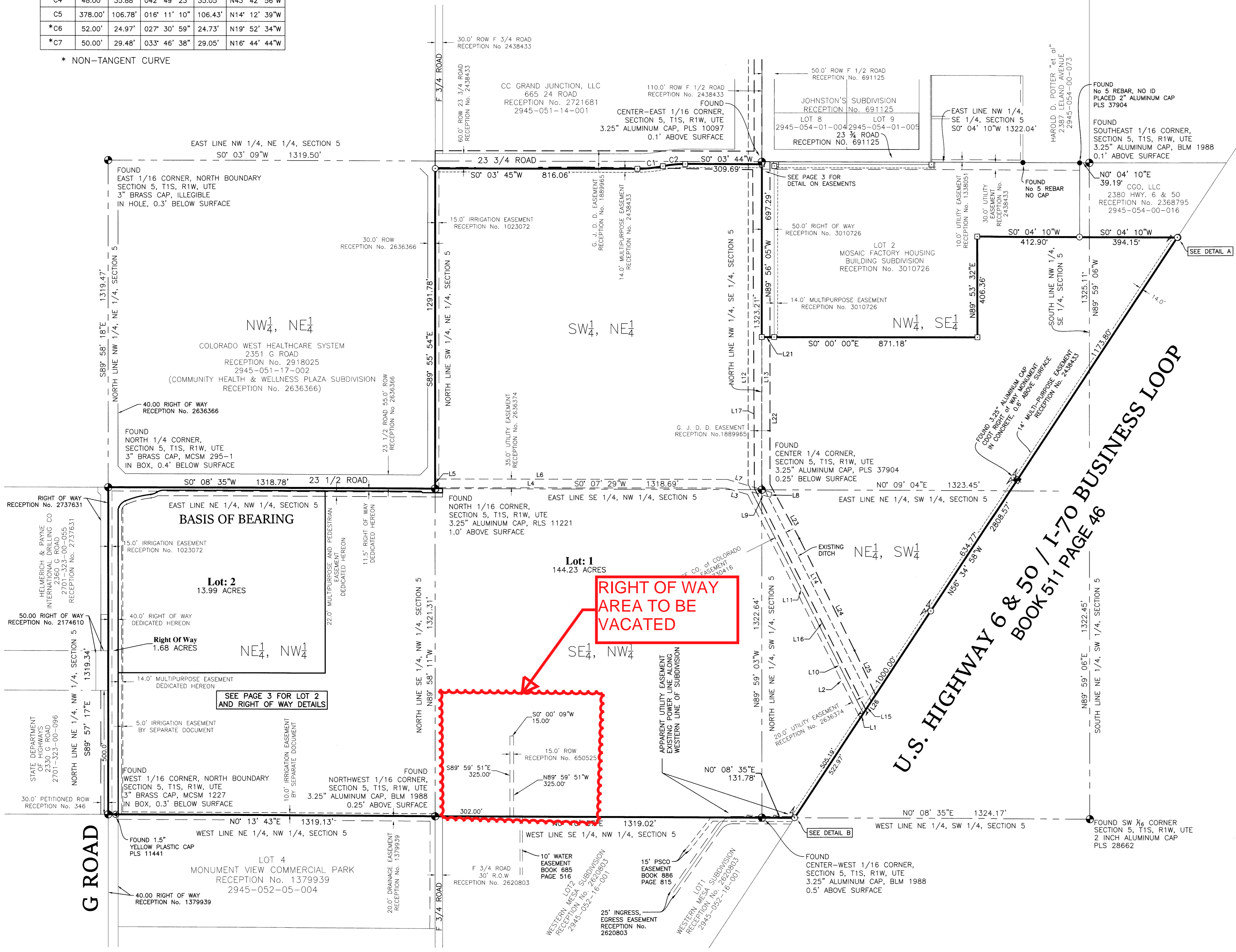
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 CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO



LEGEND:
 FOUND SURVEY MARKER AS DESCRIBED
 FOUND 2 INCH ALUMINUM CAP PLS 18478
 RECOVERED No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904

Curve #	Radius	Length	Delta	Chord Length	Chord Bearing
C1	500.00'	103.33'	011° 50' 25"	103.14'	S05° 51' 27"E
C2	440.00'	90.93'	011° 50' 25"	90.77'	S05° 51' 27"E
*C3	88.00'	9.72'	006° 19' 39"	9.71'	N68° 17' 27"W
C4	48.00'	35.88'	042° 49' 23"	35.05'	N43° 42' 56"W
C5	378.00'	106.78'	016° 11' 10"	106.43'	N14° 12' 39"W
*C6	52.00'	24.97'	027° 30' 59"	24.73'	N19° 52' 34"W
*C7	50.00'	29.48'	033° 46' 38"	29.05'	N16° 44' 44"W

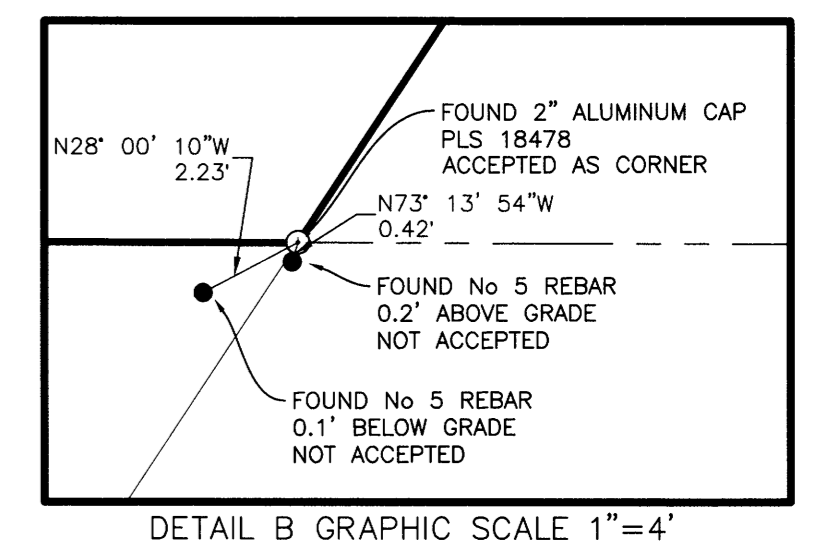
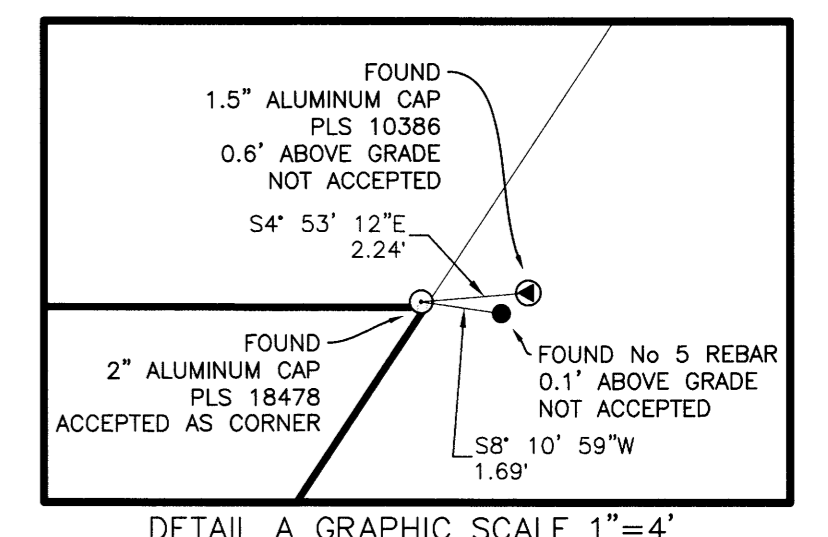
* NON-TANGENT CURVE



Line #	Direction	Length
L1	N56° 34' 58"W	23.06'
L2	N63° 16' 35"E	1009.20'
L3	N16° 13' 30"E	90.06'
L4	N00° 02' 06"E	1175.31'
L5	S89° 55' 54"E	35.00'
L6	S00° 02' 06"W	1180.28'
L7	S16° 13' 30"W	186.66'
L8	N73° 46' 30"W	20.00'
L9	N16° 13' 30"E	78.27'
L10	S63° 16' 35"W	999.60'

Line #	Direction	Length
L16	N63° 18' 04"E	999.26'
L17	N89° 43' 55"E	1284.81'
L18	N00° 47' 32"E	410.51'
L19	S00° 03' 44"W	309.69'
L20	N89° 56' 05"W	697.29'
L21	S00° 00' 00"E	33.19'
L22	N89° 56' 51"W	593.97'
L23	S61° 36' 24"W	248.19'
L24	S63° 41' 10"W	503.48'
L25	S64° 48' 40"W	197.92'
L26	N56° 34' 58"W	71.48'

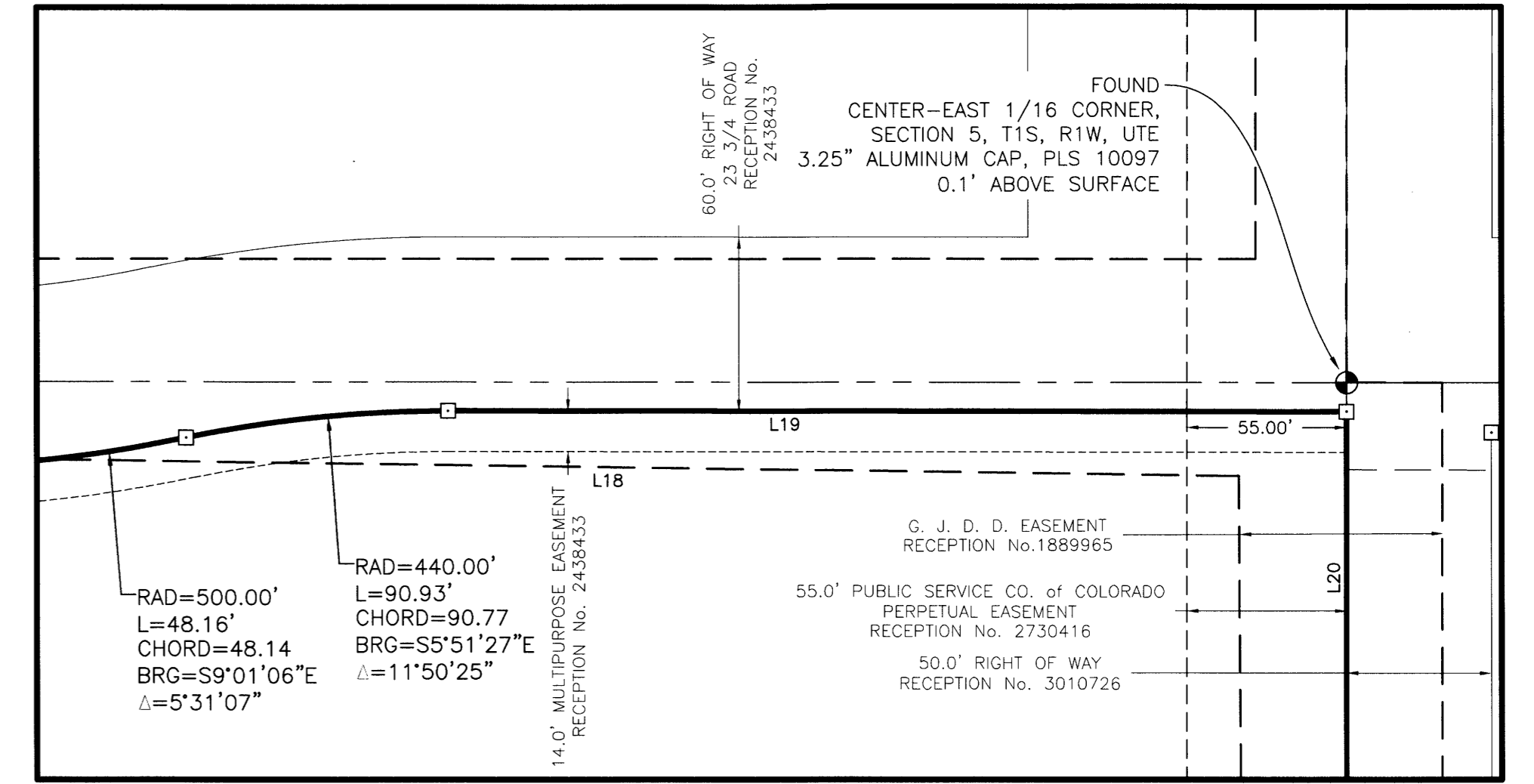
Line #	Direction	Length
L11	N63° 16' 35"E	1033.17'
L12	S89° 56' 05"E	1291.75'
L13	N89° 56' 05"W	1289.75'
L14	S63° 16' 35"W	981.47'
L15	N56° 34' 58"W	57.65'



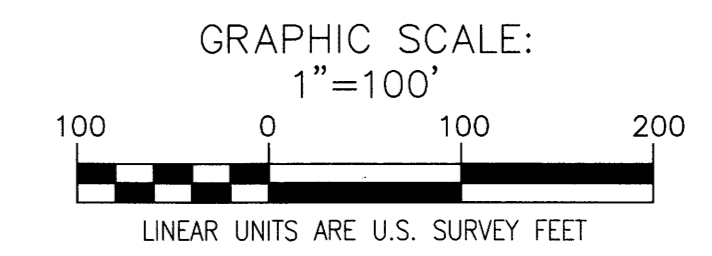
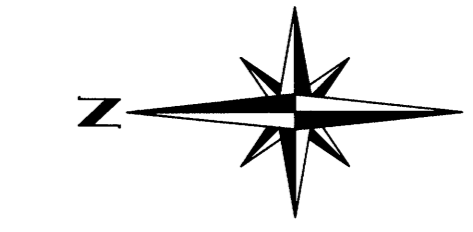
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 DATE: 12/6/21 DRAWING NAME: THREE ARROWS CHECKED BY: PC
POLARIS SURVEYING
 PATRICK W. CLICK P.L.S. 3194 MESA AVE. #B
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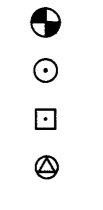


1"=50' DETAIL FOR EASEMENTS



LEGEND:

- FOUND SURVEY MARKER AS DESCRIBED
- FOUND 2 INCH ALUMINUM CAP PLS 18478
- RECOVERED No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904
- SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904

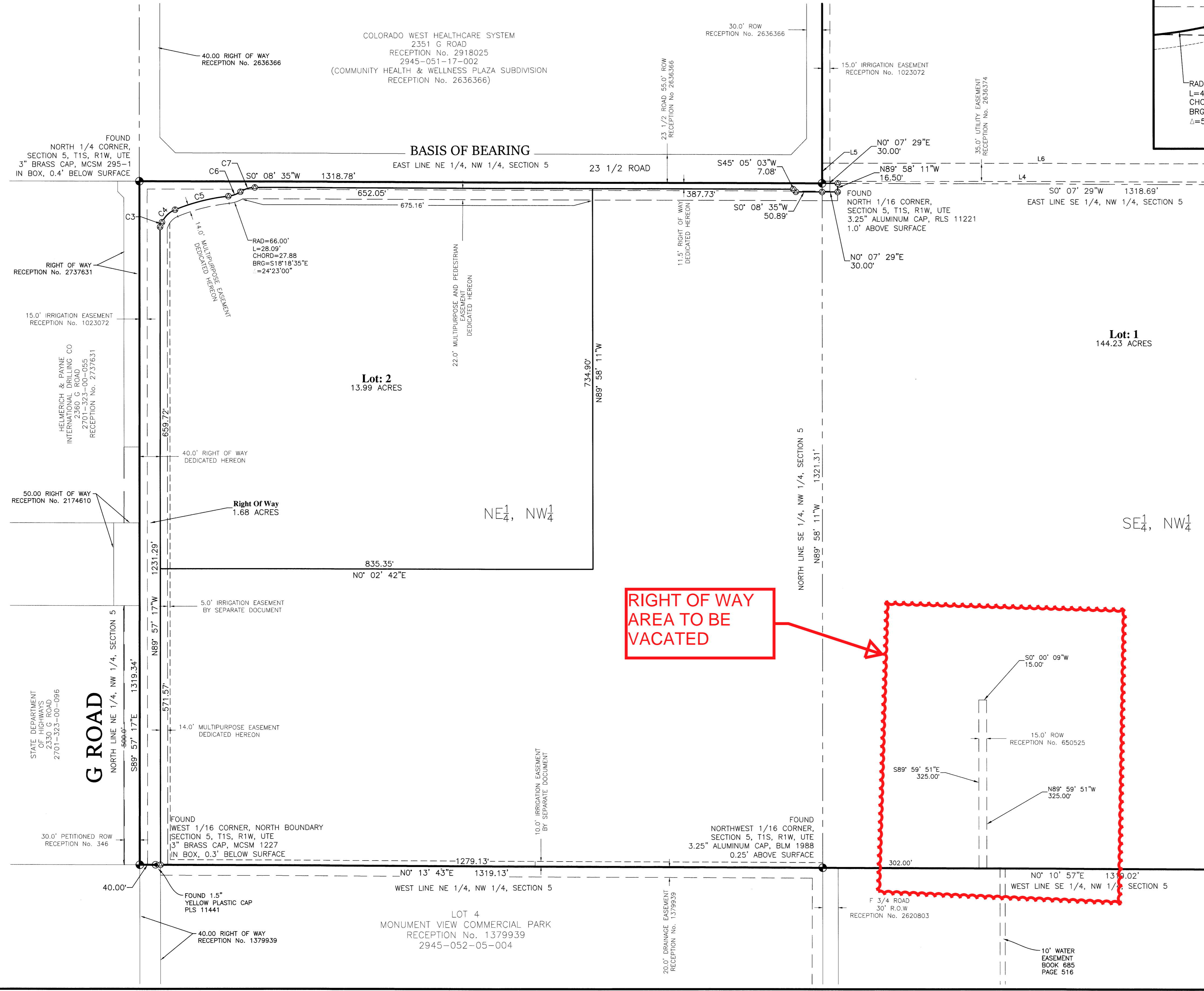


Curve Table					
Curve #	Radius	Length	Delta	Chord Length	Chord Bearing
C1	500.00'	103.33'	011° 50' 25"	103.14'	S05° 51' 27"E
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* NON-TANGENT CURVE



RIGHT OF WAY
AREA TO BE
VACATED



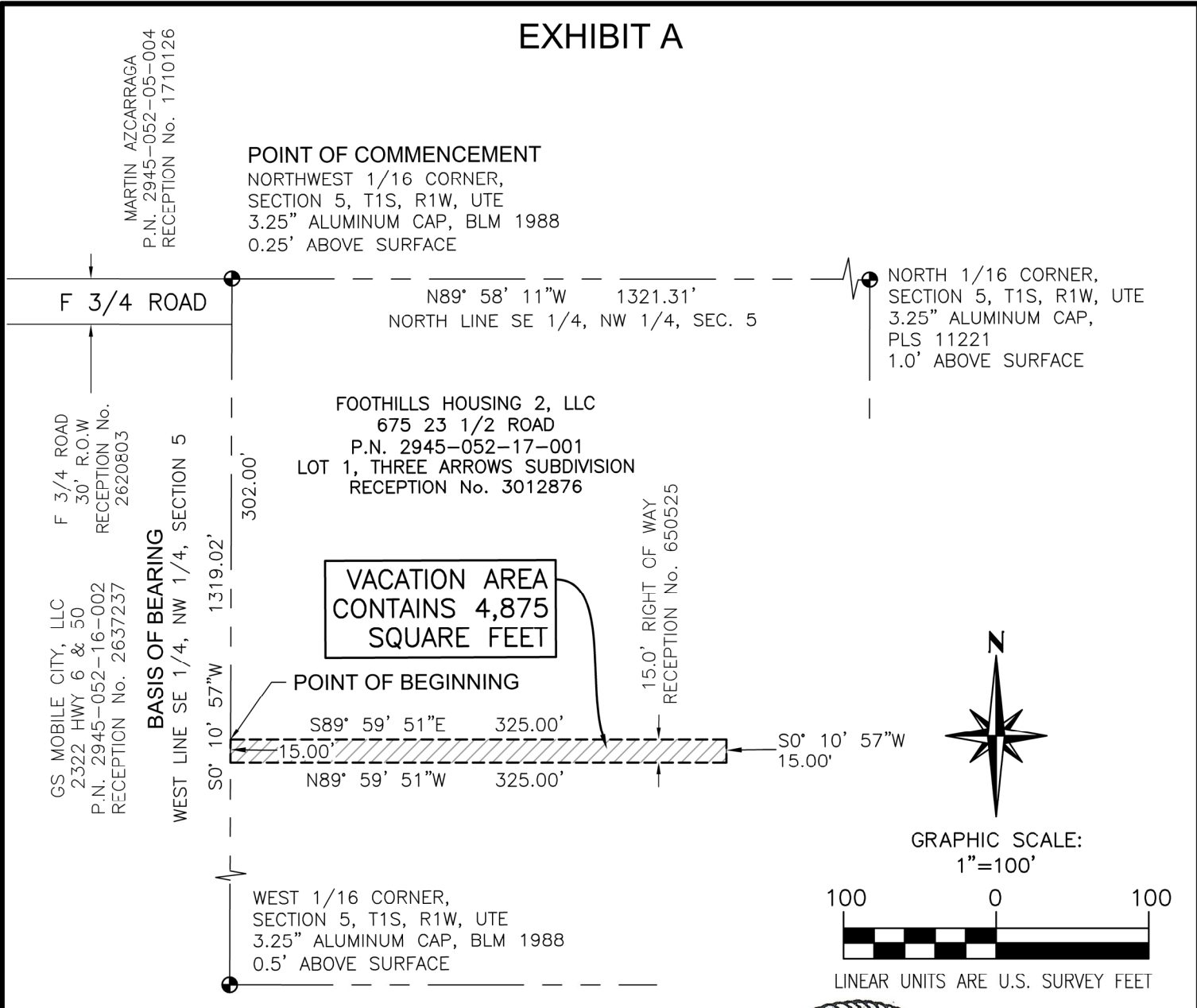
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JOB #: 2021-064 FIELD WORK: SL DRAWN BY: JW
 DATE: 12/6/21 DRAWING NAME: THREE ARROWS CHECKED BY: PC

POLARIS SURVEYING
 PATRICK W. CLICK P.L.S.

3194 MESA AVE. #B
 GRAND JUNCTION, CO 81504
 PHONE (970)434-7038

EXHIBIT A



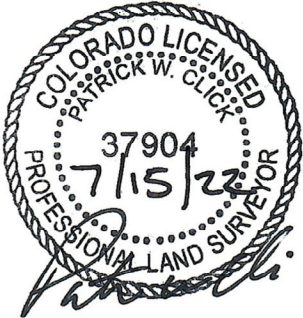
LEGAL DESCRIPTION SKETCH

RIGHT OF WAY VACATION

675 23 1/2 ROAD
 GRAND JUNCTION, COLORADO

 SE 1/4 NW 1/4 SECTION 5
 T1S, R1W, UTE MERIDIAN
 CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

DATE: 7/15/2022 JOB No. 2021-064



POLARIS SURVEYING

PATRICK W. CLICK P.L.S.
 3194 MESA AVE
 GRAND JUNCTION, CO 81504
 PHONE (970)434-7038

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE VACATING PUBLIC RIGHT-OF-WAY

LOCATED AT 675 23 ½ ROAD

Recitals:

A vacation of public right-of-way has been requested by the developer, Stuart Borne, on behalf of Foothills Housing 2 LLC, in anticipation of further subdividing and developing the property surrounding the right-of-way for the planned development of Mesa Trails (fka Three Arrows). The right-of-way does not align with any existing or planned roadways and does not contain any public infrastructure.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate certain rights-of-way conveyed at Reception No. 650525 Mesa County Clerk and Records Records, is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED DEDICATED RIGHT-OF-WAY IS HEREBY VACATED.

A parcel of land for a 15.00 foot Right of Way as described at Reception Number 650525 of the Mesa County Records and situated in the Southeast Quarter of the Southwest Quarter of Section 5, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado being more particularly described as follows:

Commencing at the Northwest Sixteenth Corner of said Section 5 from whence the West Sixteenth Corner of said Section 5 bears S0°10'57"W a distance of 1319.02 feet for a Basis of Bearings with all bearings herein related thereto; thence S0°10'57"W along the West Line of the Southeast Quarter of the Northwest Quarter of said Section 5, a distance of 302.00 feet to the Point of Beginning; thence leaving said West Line S89°59'51"E a distance of 325.00 feet; thence S0°10'57"W a distance of 15.00 feet; thence N89°59'51"W a distance of 325.00 feet to said West Line; thence N0°10'57"E along said West Line a distance of 15.00 feet to the Point of Beginning.

Said parcel contains 4,875 square feet.

See Exhibit A.

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

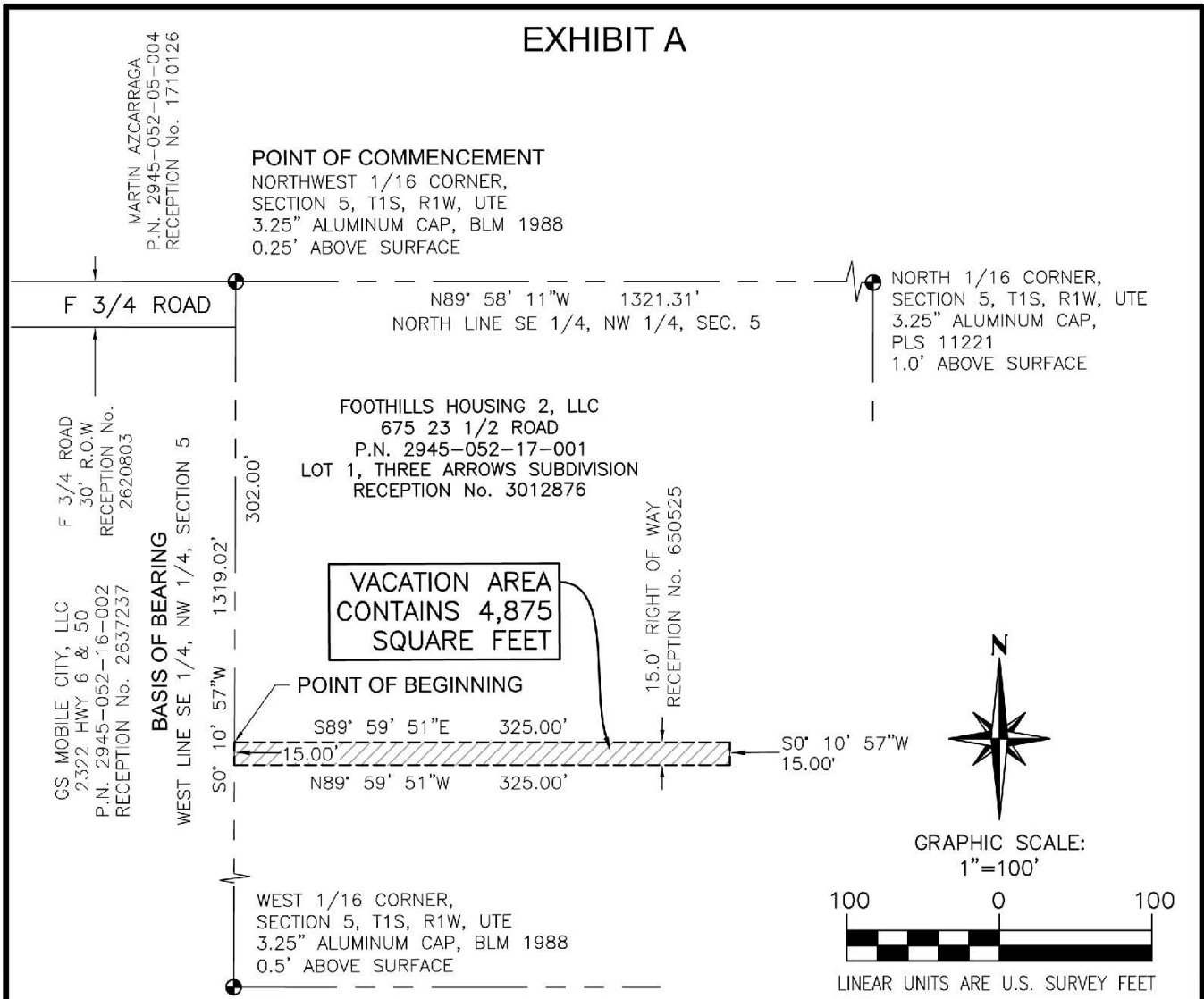
Adopted on second reading this _____ day of _____, 2022 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor

EXHIBIT A



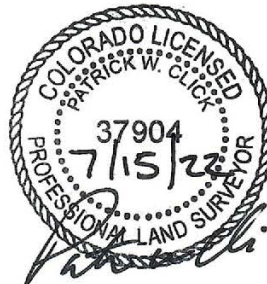
LEGAL DESCRIPTION SKETCH

RIGHT OF WAY VACATION

675 23 1/2 ROAD
 GRAND JUNCTION, COLORADO

SE 1/4 NW 1/4 SECTION 5
 T1S, R1W, UTE MERIDIAN
 CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

DATE: 7/15/2022 JOB No. 2021-064



POLARIS SURVEYING

PATRICK W. CLICK P.L.S.
 3194 MESA AVE
 GRAND JUNCTION, CO 81504
 PHONE (970)434-7038



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: September 7, 2022
Presented By: Trent Prall
Department: Public Works - Engineering
Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

South Broadway Shoulder Improvement Project Memorandum of Understanding Between the City of Grand Junction and Mesa County

RECOMMENDATION:

Authorize the Mayor to sign a Memorandum of Understanding with Mesa County for the South Broadway Shoulder Improvement Project

EXECUTIVE SUMMARY:

South Broadway is a key link of the Tour of the Moon bike route. Mesa County and City of Grand Junction staff have been working together on improving infrastructure and safety for motorists and bicyclists along the route through the Redlands. This project will add a westbound climbing lane and trail improvements on South Broadway between Rado Drive and Desert Hills Road near the entrance of Tiara Rado golf course. The proposed Memorandum of Understanding with Mesa County defines lines of communications, responsibility for various work items, and contractor payments.

BACKGROUND OR DETAILED INFORMATION:

Mesa County and City of Grand Junction staff have been working collaboratively on improving bicycle and pedestrian infrastructure as follow-up to citizen concerns for the popular Tour of the Moon bike route through much of the Redlands.

The project will include completion of final design, right of way acquisition and construction of street improvements on South Broadway from the southern end of Rado Drive to Desert Hills Road. The scope of work includes culvert extensions on Redlands Water and Power Second Lift Canal, widening of South Broadway for bike lanes, construction of a shared-use path across the canal and construction of a shared-use

path from Tiara Rado Court to the southern end of Rado Drive. All work will be designed and constructed to City/CDOT standards.

The proposed Memorandum of Understanding with Mesa County defines lines of communications, responsibility for various work items, and contractor payments. Mesa County is leading the project and has hired a consulting civil engineering firm to design the improvements and will also hire the contractor that will construct the project. There are easements that are necessary for the trail on the south side that the City will obtain from the adjacent home owner associations.

Mesa County intends to bid the project out this fall with construction slated for December through March in order to get the culvert extensions on the Redlands Water and Power Second Lift Canal constructed outside of the irrigation season.

FISCAL IMPACT:

The current Engineer's Opinion of Probable Cost for the project is approximately \$800,000 dollars. The actual project dollar amount will be determined after the project bid opens. The MOU states that the construction cost will be split 50/50 between Mesa County and the City of Grand Junction.

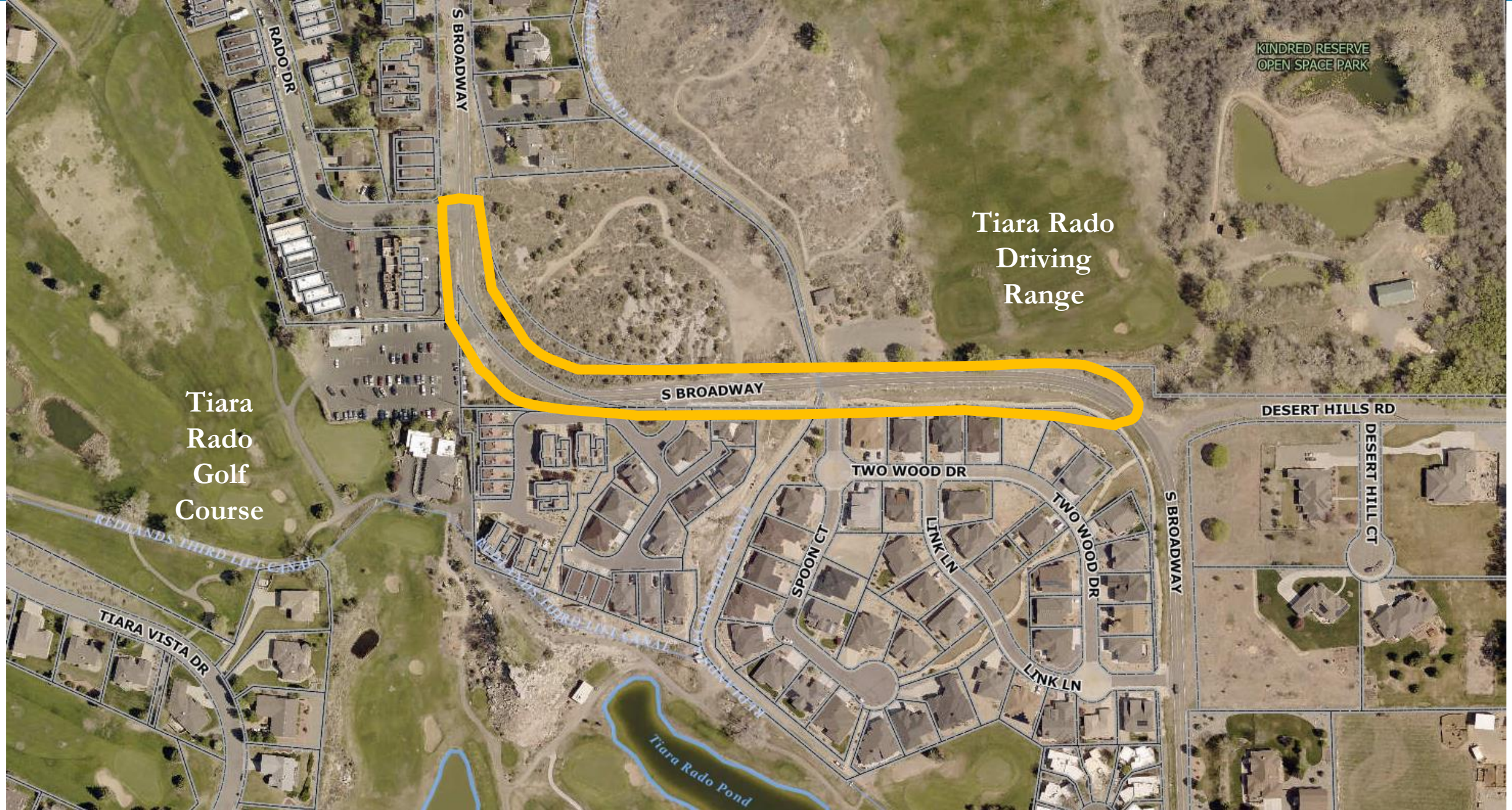
The City has \$100,000 in the 2022 budget under the Tour of Moon/S. Broadway Improvements project in the Transportation Capacity Fund 207. An additional \$300,000 will be included in the proposed 2023 budget.

SUGGESTED MOTION:

I move to (approve/deny) the request for the Mayor to sign the attached Memorandum of Understanding with Mesa County for the Design, Easement Acquisition and Construction of South Broadway Shoulder Improvement Project.

Attachments

1. S Broadway Shoulder Improvements Exhibit
2. AGR-South Broadway MOU 083122



Tiara Rado Golf Course

Tiara Rado Driving Range

KINDRED RESERVE OPEN SPACE PARK

South Broadway Shoulder Improvements

MEMORANDUM OF UNDERSTANDING
between
The City of Grand Junction and Mesa County, Colorado
for the
DESIGN, EASEMENT ACQUISITION AND CONSTRUCTION OF
SOUTH BROADWAY SHOULDER IMPROVEMENT PROJECT

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

I. Introduction

Both the City and the County (“the Parties” or “Parties”) have responsibilities for developing and implementing transportation plans and authorizing capital improvements under their respective jurisdictions. The Parties recognize that transportation related improvement decisions by one party effect similar decisions by the other and that cooperative planning and spending can maximize the community’s resources that are available for improvements. The Parties further recognize the need to make improvements to/near South Broadway from Rado Drive to Desert Hills Road (“the Project”). In the Project area some distances of South Broadway are in the County, and some are in the City and is recognized by the Parties that it is in their best interest to work cooperatively in the planning and construction for the Project.

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to accomplish the Project which is generally described as construction of shoulder improvements and a shared use (bicycle and pedestrian) path along South Broadway between Rado Drive and Desert Hills.

This AGREEMENT also establishes the intention of both the CITY and COUNTY to cooperatively fund their respective shares of the design, bidding and construction of the Project.

III. Procedure

The Parties agree that they, or each, as the specific context provides will do the following

- 1) Include projections in their respective 2022 and 2023 Capital Improvement Plans to cover the cost of the Project. The actual construction cost will be split 50/50 between the Parties. The current Engineer’s Opinion of Probable Cost for the Project is approximately

\$800,000.00 dollars. The actual project dollar amount will be determined after the Project bid opening.

- 2) Carry over any unexpended Project funds from year to year until the Project is constructed, which is anticipated to be 2023.
- 3) Fully participate in completion of final design, right of way acquisition and construction of the Project. The Project_Scope of Work (SOW) will include culvert extensions on Redlands Water and Power Second Lift Canal, widening of South Broadway for bike lanes, construction of shared-use path across the canal and construction of shared use path from Tiara Rado Court to the southern end of Rado Drive. All work will be designed and constructed to City/CDOT standards.
- 4) The COUNTY will manage the project from design through bidding and construction. The Project Management Team will consist of the respective Public Works Director for both the CITY and COUNTY. The COUNTY will provide a Project Engineer and Inspector(s). Both the City and County will perform their respective public relations coordinated through the Project Engineer.
- 5) The COUNTY has contracted with a Consulting Engineer for design services. Design services include design, any permitting required for the Project, coordination with various utilities as well as outreach and coordination with affected interests. The Consultant will prepare all legal descriptions for right-of-way needed for the Project.
- 6) Each party will acquire the right-of-way within its respective jurisdiction at its expense and will not be considered shared Project costs.
- 7) The COUNTY shall contract with a civil contractor to construct the project.
- 8) To minimize the effect of receiving revenue limitations under TABOR, the contract(s) will be written so that payments may be made directly to the contractor(s) by either the CITY or the COUNTY in the amounts determined by mutual agreement of the Parties. Following receipt of such a contract, the Parties will make payments directly to the contractor(s).
- 9) The CITY and the COUNTY may not necessarily pay exactly equal shares of every individual portion of the Project; however, both Parties agree that the total share of the Project actual cost will be divided equally. Should either Parties receive a grant for this Project, the grant money will be applied to the project as a whole, thereby reducing each Parties shares equally. The Parties further agree that the total funding

expected of either party will not exceed the amount shown in paragraph III(1) except by mutual, written modification of this AGREEMENT.

IV. Administration

- 1) Nothing in this AGREEMENT will be construed as limiting or affecting any authority or legal responsibility of the COUNTY and/or the CITY, or as binding either Party to perform beyond the respective authority of each, or as requiring either Party to assume or expend any sum in the excess of appropriations available.
- 2) This AGREEMENT shall become effective when signed by the Parties hereto. The Parties may amend the AGREEMENT by mutual written attachment as the need arises. Any party may terminate this AGREEMENT after 30 days' notice in writing to the other with the intention to do so and fulfillment of all outstanding obligations of this agreement.
- 3) The COUNTY will advertise, receive bids, and award the bid based on County Purchasing Policy's and recommendation of the Project Management Team. The COUNTY shall include all the terms and conditions regarding bonding, insurance and indemnification provisions as part of the COUNTY'S contract so that the Project is protected.

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

MESA COUNTY

_____, Chair
Mesa County Board of Commissioners

ATTEST: Mesa County Clerk
Date: _____

CITY OF GRAND JUNCTION

Anna Stout, Mayor
Grand Junction City Council

ATTEST: Amy Phillips, Clerk
Date: _____



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: September 7, 2022
Presented By: Tamra Allen, Community Development Director
Department: City Manager's Office
Submitted By: Johnny McFarland, Asst. to the City Manager

Information

SUBJECT:

Authorize the City Manager to Execute a Contract with Mesa County for Building Permitting, Inspection, and Contractor Licensing Services

RECOMMENDATION:

Staff recommends approval to authorize the City Manager to execute a contract for professional services with Mesa County for building permitting, inspection, and contractor licensing.

EXECUTIVE SUMMARY:

The City of Grand Junction contracts for building services with Mesa County. Under this contract, Mesa County is entitled to retain 100% of all fees as compensation for services rendered. This contract arrangement has served the City of Grand Junction well for over twenty years and is an efficient means of delivering these services to the community. Staff is recommending executing a contract with the County for delivery of service for a term to expire 1 year from the date of contract execution. The existing contract is set to expire on September 11, 2022.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction contracts for building services with Mesa County. Under this contract, Mesa County enforces adopted building, electrical and plumbing codes and contractor licensing on behalf of the City. Under this contract, Mesa County is also entitled to retain 100% of all fees as compensation for services rendered. This contract arrangement has served the City of Grand Junction well for a number of years and is an efficient means of delivering these services to the community.

The Building Department also contracts with Fruita, Palisade, Debeque, and Collbran

for building permit and inspection services. In 2021, 58.7% of the valuation of all permits in Mesa County were attributable to permits issued in the City of Grand Junction, 30.6% were attributable to permits issued in unincorporated Mesa County, and the remaining 10% attributable to the other jurisdictions.

Mesa County, as the contractor, is provided the ability to set the current standard fee schedule and may amend the fee schedule at their sole discretion. Mesa County adopted a new fee schedule for its building permits that became effective July 1, 2017, and the City subsequently adopted this new fee schedule to align with the County's fee schedule pursuant to Resolution 47-17. In 2021, the fee structure and activity generated \$2,506,973 in revenue with expenses of \$2,406,899 for the building department. The County has implemented a tracking system that enables them to deliver information regarding the percentage of staff time assigned to city projects. This software was put in place in 2019.

The County Building Department is comprised of 18 full-time staff, including one Chief Building Official, one operations manager, three plans examiners, six building inspectors, four electrical inspectors and four permit technicians. Together they currently support 180 average daily inspections and conducted over 40,000 inspections and issued 5,845 permits in 2021. Inspectors also work with the City to inspect short-term rental for life and safety issues and will also conduct inspections of graywater systems, should these systems be allowed. They have staff available 24/7 for 911 emergency response as may be needed. They maintain 15 trucks as part of their department's fleet.

The total 2022 budget for the department includes \$1,846,739 in Personnel expenses, \$210,330 in Operating expenses for a total expense budget of \$2,048,069. The budgeted revenue for the department was \$2,142,895.

Mesa County currently provides this service to all other jurisdictions within the County. The City has been notified that the City of Fruita will not be renewing their contract and will begin their own building permitting, plan review, and inspections beginning July 1, 2023.

FISCAL IMPACT:

The City's contract for building services with Mesa County allows for Mesa County to both set the standard fee schedule as well as retain 100% of the fees collected as compensation from the City for services rendered.

As provided by the Mesa County Building Department (Building Department):

The fee revenue from building permits issued for the City in 2021 was \$1,026,274. In addition, the City's contractor licensing fee resulted in revenues of \$78,850 in 2021. The revenue generated from the City constitutes 58.7% of the total revenue for the County Building Department.

The total annual expense budget for the Building Department in 2021 was \$2,406,899 with total revenues of \$2,506,973. It resulted in a "net profit" of \$100,074.

SUGGESTED MOTION:

I move to (authorize/deny) the City Manager to execute a contract with Mesa County for Mesa County for Building Permitting, Inspection, and Contractor Licensing Services for a term to expire one year from the date of contract execution.

Attachments

1. Grand Junction Contract 2022
2. Q2 Mesa County Building Dashboard

#MCA _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (hereinafter referred to as this "Contract") made and entered into as of the _____ day of _____ 2022 by and between the Mesa County, Colorado, a political subdivision of the State of Colorado (hereinafter referred to as the "Contractor") and the of City of Grand Junction, a Colorado municipal corporation (hereinafter referred to as the "City").

WITNESSETH

WHEREAS, the City desires to engage the services of the Contractor to perform certain work for the benefit of the City; and

WHEREAS, the Contractor desires to perform the work for the City in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE PROMISES HEREAFTER SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The services to be provided by the Contractor and the City respectively are stated in Exhibit A attached hereto and made a part hereof by this reference. At its own expense, the City will provide identified services in Exhibit A to assist the Contractor in performing under this Contract.

2. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be supplied by the Contractor at its sole cost and expense.

3. The Contractor shall perform work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work.

4. The codes to be enforced in the City will be the codes presently adopted by the Contractor and any such code hereinafter adopted or amended by the Contractor. If the City does not adopt by ordinance all of the building related codes as are currently adopted and amended by the Contractor or as currently adopted by the State of Colorado, then the Contractor may terminate this agreement.

5. The Contractor shall proceed with and accomplish the work contracted hereunder upon receipt of a written notice to proceed from the City. Such written notice shall be issued by the City Administrator. The Contract Administrator for the Contractor is the Chief Building Official for Mesa County unless otherwise designated in writing. The Contract Administrator for the City shall be a City appointed Building Official who shall have all of the powers as authorized by Section 104 of the International Building Code. The Contractor shall act as the Building Official's Deputy as described in Section 104 of the International Building Code.

6. For the performance by the Contractor under this Contract, the City shall compensate and reimburse the Contractor in accordance with the provisions set forth in Exhibit B attached hereto and made a part hereof by this reference.

7. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and detail of its work.

8. Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulation, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded and eliminated in accordance with the highest accepted standards of safety practice. The Contractor shall comply fully with all pertinent federal, state, or local statutes, rules or regulations.

9. This is a personal services contract on the part of the Contractor. This contract may not be assigned without the prior express written consent of both parties and any attempt to assign this Contract without the prior express written consent of either party shall render the Contract null and void with respect to the attempted assignment.

10. No part of this Contract shall be subcontracted without the prior express written approval of the City. If the Contractor shall subcontract any portion of this Contract, the Contractor shall be fully responsible to the City for acts and omissions of a subcontractor, or persons either directly or indirectly employed and the acts and omissions of persons employed directly or indirectly by the Contractor.

11. Except for any documents or records subject to Colorado's open records laws, the Contractor shall retain in strictest confidence all information furnished to the Contractor by the City and the results of the Contractor's work hereunder. The Contractor shall not disclose such information or results to anyone except the City without the prior written consent of the City.

12. This Contract may be terminated at any time during the term of the Contract by either party upon 90 days advanced written notice of intent to terminate this Contract.

13. Upon termination or expiration of this Contract, the Contractor shall immediately cease field work, prepare a final report on all work accomplished to that time, and deliver to the City the final report and all other documents, papers, calculations, notes, designs, drawings, maps, reports, or other technical papers which have been prepared by the Contractor under the terms of this Contract.

14. This is not an exclusive Contract. The Contractor may, at its sole discretion, contract with other entities for work similar to that work to be performed by the Contractor hereunder.

15. The term of this Contract shall be for one (1) year from the date of the execution of this Contract.

16. Any expenditure under this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

17. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any disputes hereunder shall be in the District Court of the County of Mesa, Colorado.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

BY: _____
Chair, Cody Davis

Attest:

Tina Peters, Clerk & Recorder

Chief Building Official
Mesa County

City of Grand Junction, COLORADO

By: _____

Greg Caton, City Manager

Attest:

Amy Phillips, City Clerk

EXHIBIT A

a) Contractor Provided Services:

- i. The Contractor shall review building permit applications and all required documents for content and accuracy. The Contractor shall review building plans and specifications for compliance with the building code most currently adopted by the Contractor. The Contractor shall issue the building permit, provide the required inspections, and issue the Certificate of Occupancy after the final inspection is approved, all in compliance with applicable codes, ordinances, and regulations.
- ii. The Contractor shall take application, review and issue Contractor's Licensing for all qualified building contractors operating within the City consistent with regulations adopted by the City for such.
- iii. The Contractor will appoint, with City ratification, and operate a Building Board of Appeals consistent with §5.16.110 of the City Municipal Code.
- iv. The Contractor will provide an annual report to the City regarding building activity, budget and other relevant information, as may be requested.

b) City Provided Services:

- i. The City shall provide a development clearance approval for each building permit to be given to each permit applicant. Contractor shall not issue any permit until the permit applicant delivers the development clearance approved to the Contractor. The development clearance shall state that the City has reviewed the project for compliance with all City zoning and setback requirements, utility taps and driveway locations and found the same to be in compliance and shall grant approval to release a building permit. The Contractor shall verify set-backs as required by the City at the time of the first foundation inspection.
- ii. Should the City desire for a project site to be inspected prior to issuance of a Certificate of Occupancy to ensure compliance with the development clearance approval with exception of basic compliance issues including but not limited to height, setbacks and driveway location, the City shall be responsible for said inspection.

EXHIBIT B

The Contractor shall be compensated for services provided under this Contract as follows:

a. The Contractor shall charge permit fees for all work that requires the issuance of a building permit. Those fees shall be payable by the permit applicant at the time of permit issuance. Said fees shall be in accordance with the Contractor's then current standard fee schedule as from time to time adopted or amended by the Contractor in its sole discretion. Contractor shall be entitled to retain one hundred percent (100%) of all fees related to building fees including but not limited to plan review, permit, demolition, inspection and re-inspection fees.

b. The Contractor shall charge for Contractor's Licensing based on the City's adopted fee schedule. Contractor shall be entitled to retain one hundred percent (100%) of all licensing fees.

c. At the request or consent of the City Building Official, services may be provided by the Contractor that are not covered by the fees described herein. Such services may be provided by the Contractor at their discretion with no charge to the City

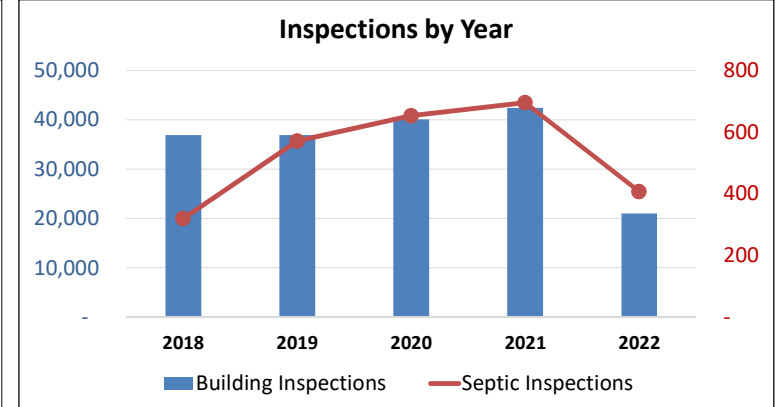
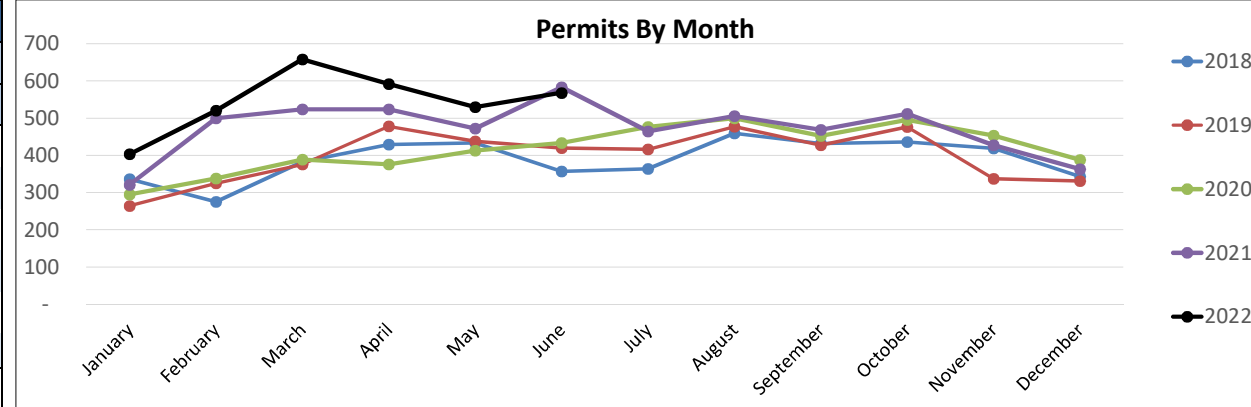
Mesa County Building Department Quarterly Dashboard
For period ending June 30, 2022

Permit Revenue by Jurisdiction

	2022*			2021			2020			2019			2018		
	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue
Unincorporated Mesa County	1495	30.00%	\$ 389,011.30	2,490	30.21%	\$ 686,975	2,244	28.36%	\$ 583,240	1,999	26.44%	\$ 509,837	2,047	30.78%	\$ 562,646
Grand Junction	1386	47.39%	\$ 614,594.13	2,517	55.86%	\$ 1,270,142	2,256	58.27%	\$ 1,198,530	2,269	58.70%	\$ 1,132,022	2,275	57.04%	\$ 1,042,716
Fruita	310	15.69%	\$ 203,427.00	439	7.00%	\$ 159,082	372	6.76%	\$ 139,019	375	9.18%	\$ 177,115	310	9.50%	\$ 173,606
Palisade	62	1.75%	\$ 22,667.00	129	1.83%	\$ 41,619	110	1.38%	\$ 28,454	101	1.40%	\$ 26,968	95	2.33%	\$ 42,516
Collbran	6	0.20%	\$ 2,598.00	13	0.12%	\$ 2,734	10	0.10%	\$ 2,116	14	0.11%	\$ 2,194	13	0.19%	\$ 3,531
DeBeque	12	0.21%	\$ 2,773.00	6	0.24%	\$ 5,423	15	0.10%	\$ 2,052	13	0.19%	\$ 3,574	16	0.17%	\$ 3,145
OWTS Permits	116	4.76%	\$ 61,750.00	251	4.73%	\$ 107,653	229	5%	\$ 103,462	163	3.97%	\$ 76,645	Not included in Building Department Revenue		
Total	3,387	100%	\$ 1,296,820	5,845	100%	\$ 2,273,628	5,236	100%	\$ 2,056,873	4,934	100%	\$ 1,928,354	4,756	100%	\$ 1,828,161

Expenditures by Jurisdiction **

	2022		2021	
	%	Expenditure	%	Expenditure
Unincorporated Mesa County	33.91%	\$ 369,680	35.85%	\$ 862,778
Grand Junction	55.38%	\$ 603,649	55.28%	\$ 1,330,527
Fruita	7.65%	\$ 83,437	6.75%	\$ 162,559
Palisade	2.69%	\$ 29,343	1.75%	\$ 42,105
Collbran	0.11%	\$ 1,251	0.06%	\$ 1,360
DeBeque	0.25%	\$ 2,743	0.31%	\$ 7,570
Total	100.00%	\$ 1,090,103	100.00%	\$ 2,406,899



Budget Summary

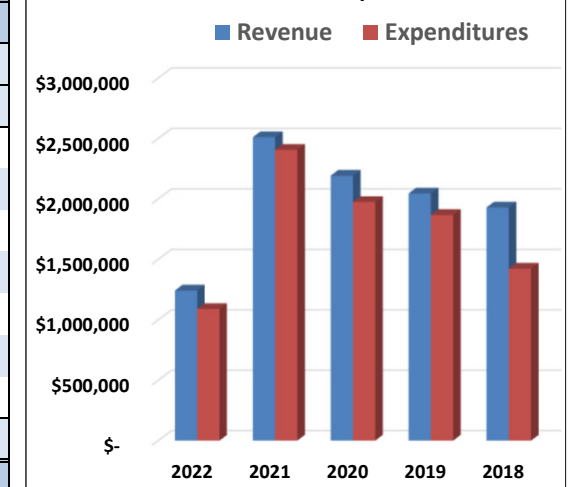
Revenues					
	2022	2021	2020	2019	2018
Building- Adopted Budget	\$ 2,030,395	\$ 2,041,730	\$ 1,921,435	\$ 1,658,924	\$ 1,256,170
OWTS- Adopted Budget	\$ 112,500	\$ 118,680	\$ 67,539	\$ 86,000	Not included in Revenue
Building Permits	\$ 1,090,093	\$ 2,273,628	\$ 1,964,623	\$ 1,851,709	\$ 1,828,161
Building- City Contracts / Payments	\$ -	\$ -	\$ -	\$ -	\$ 4,000
Building- GJ Contractor Licensing	\$ 70,605	\$ 78,850	\$ 75,400	\$ 73,570	\$ 69,425
Building Inspection - Reinspection	\$ 13,211	\$ 15,538	\$ 20,259	\$ 18,042	\$ 18,090
Building- Permit Reactivation	\$ 4,830	\$ 10,710	\$ 11,865	\$ 11,200	\$ 9,030
Building- Training and Instructual Services	\$ -	\$ 400	\$ 1,099	\$ 1,420	\$ 1,000
Building- Miscellaneous Revenue	\$ -	\$ 270	\$ 440	\$ 2	\$ 89
Long/ Short	\$ 15	\$ 8	\$ (9)	\$ -	\$ -
OWTS Repairs	\$ 1,400	\$ 11,700	\$ 9,875	\$ 13,585	Not included in Building Department Revenue
OWTS Permits	\$ 53,725	\$ 103,363	\$ 92,250	\$ 66,200	
OWTS Clearances	\$ 2,850	\$ 5,625	\$ 6,475	\$ 7,275	
OWTS Contractor/ Cleaner Licenses	\$ 6,100	\$ 10,600	\$ 10,600	\$ 2,600	
Total Revenue	\$ 1,242,829	\$ 2,510,692	\$ 2,192,868	\$ 2,045,603	\$ 1,929,795
Percentage of Adjusted Estimate	58%	116%	110%	117%	154%

Expenditures					
	2022	2021	2020	2019	2018
Building- Adjusted Appropriation	\$ 1,982,843	\$ 1,802,031	\$ 1,820,060	\$ 1,585,230	\$ 1,192,277
OWTS- Adjusted Appropriation	\$ 65,227	\$ 58,176	\$ 70,506	\$ 41,477	Not included in Revenue
Building- Operations	\$ 88,336	\$ 173,780	\$ 217,180	\$ 239,500	\$ 121,011
Building- Labor	\$ 861,258	\$ 1,585,022	\$ 1,413,392	\$ 1,262,699	\$ 1,005,888
Building- Capital	\$ -	\$ 365,481	\$ 88,343	\$ 174,422	\$ 118,838
OWTS Operations	\$ 2,546	\$ 8,227	\$ 4,523	\$ -	\$ -
OWTS Labor	\$ 26,831	\$ 51,766	\$ 57,502	\$ -	\$ -
Administration	\$ 29,225	\$ 58,808	\$ 62,380	\$ 59,399	\$ 53,192
Cost Allocation	\$ 81,908	\$ 163,815	\$ 131,267	\$ 131,267	\$ 124,895
Total Expenditures	\$ 1,090,103	\$ 2,406,899	\$ 1,974,586	\$ 1,867,287	\$ 1,423,825
Percentage of Adopted Budget Used	53%	129%	104%	115%	119%

Net Loss/ Gain	\$ 152,726	\$ 103,793	\$ 218,282	\$ 178,315	\$ 505,970
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Expenditures reflected above do not include Building administration, permit sales, contractor licensing, or plan review. Cost Allocation subject to change. This number is based on total annual cost of \$163,815 or \$13,651.25/ month. **GIS vehicle tracking data unavailable May 12-June 10, 2021.

Annual Revenue vs. Expenditures





Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: September 7, 2022

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

Department: Public Works - Streets

Submitted By: Trent Prall

Information

SUBJECT:

Purchase Two Chip Seal Oil Storage Containers

RECOMMENDATION:

Staff recommends the Purchasing Division issue a purchase order for the sole source procurement of two specialized Chip Seal Oil Containers from TEC Container Solutions for the amount of \$80,000.

EXECUTIVE SUMMARY:

One of the City's key Street Maintenance activities is chip seal. The City currently has two 30-year-old, 5,000 gallon unheated oil tankers used to store chip seal oil during its annual program. This sole source request is for the purchase of two heated 7,650 gallon containers that will replace the old tanker trailers and provide more capacity, mobility, and efficient use for the chip seal operation. As this sole source request is over \$50,000, City Purchasing Policy requires Council approval.

BACKGROUND OR DETAILED INFORMATION:

The City currently uses two 5,000 gallon tanker trailers for storage of oil used for the chip seal program. Both of the existing tankers were built in 1982 and 1990, and are past their useful life.

Replacement of the existing oil tankers with the new proposed containers would provide the following advantages:

- The new containers have 7,600 gallons of capacity or approximately 30% more than the existing 5,000 gallon tanker trailers.

- These units can be moved from site to site on a flat bed trailer already in the City's fleet. This transportation will stop the delays in the program from having to wait for trucks to come to the city shops to load.
- Existing tankers require oil to be pumped off and cycled through a distributor truck to heat the oil and keep it fluid for use. A City employee is required to work overtime on the weekends to do this process. The new proposed containers have integrated heating units enabling the oil to stay fluid and improve efficiency of operations.
- With the new proposed containers being a shipping container and not a tanker trailer, they have less maintenance and will be easier to keep clean.
- The new proposed container unit cost and fleet put together is roughly 1/3 the cost of a tanker trailer.

Alaska Department of Transportation currently has several 20 ft Bitutainer shipping containers. They decided to utilize these containers for the advantages stated above and because they are fully encapsulated with two walls, allowing for two layers of insulation. This allowed them to heat during the week and retain heat through the weekend even with temperatures falling below 50 degrees.

Research conducted by City Purchasing Staff and Streets Staff found that there are no products like this unit and no Bitutainer manufacturers in the United States. TECH Container Solutions is a manufacturer based out of Japan.

Per the purchasing policy, Council must authorize any sole source purchases over \$50,000, and this sole source is necessary as there is only one vendor.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

The cost for the purchase of these containers is in the 2022 budget.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to issue a purchase order for the sole source procurement with TEC Container Solutions for two specialized Chip Seal Oil Containers for the amount of \$80,000.

Attachments

1. Sole Source - Chip Seal Oil Containers

**CITY OF GRAND JUNCTION
SOLE SOURCE JUSTIFICATION FORM**

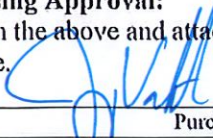
Date: <u>August 15, 2022</u>	Requested By: <u>Trent Prall</u>
Department: <u>Public Works</u>	Division: <u>Streets</u>
Vendor Name: <u>TECH Container Solutions</u>	Net Cost Delivered: \$ <u>80,000</u>


Provide G/L Account where funds are budgeted: _____
 Project code, if applicable _____

SOLE SOURCE JUSTIFICATION <i>(INITIAL ALL ENTRIES THAT APPLY)</i>	
Material/Service Description: <u>Bitutainer Model 278 Direct Fire Heated</u>	
1.	<input checked="" type="checkbox"/> - The vendor is the original equipment supplier/manufacturer and there are no regional distributors;
2.	<input type="checkbox"/> - The product, equipment or service requested is clearly superior functionally to all other similar products, equipment or service available from another manufacturer or vendor;
3.	<input type="checkbox"/> - The over-riding consideration for purchase is compatibility or conformity with City-owned equipment in which non-conformance would require the expenditure of additional funds;
4.	<input type="checkbox"/> - No other equipment is available that shall meet the specialized needs of the department or perform the intended function;
5.	<input type="checkbox"/> - Detailed justification is available which establishes beyond doubt that the Vendor is the only source practicably available to provide the item or service required;
6.	<input type="checkbox"/> - Detailed justification is available which proves it is economically advantageous to use the product, equipment or service.

**Attach Justification Memo and Pricing Documentation, then proceed with signatures below.
 After Dept Head approval, forward to Purchasing.**

Department Director Approval:	
I recommend that competitive procurement be waived and that the service or material described herein be purchased as a sole source.	
Signed: <u>Trent Prall</u>	Date: <u>August 30, 2022</u>
<small>Department Head Signature</small>	<small>Date</small>

Purchasing Approval:	
Based on the above and attached documents, I have determined this to be a sole source with no other vendor practicably available.	
Signed: 	Date: <u>8/30/22</u>
<small>Purchasing Manager Signature</small>	<small>Date</small>

Final Authorization	
City Manager Approval Required (\$25K to \$50K)	yes / no
Signed: 	Date: <u>9/1/2022</u>
<small>City Manager Signature</small>	<small>Date</small>

City Council Approval Required (over \$50K)	<input checked="" type="radio"/> yes / no
---	---



Date: August 18, 2022

To: Trent Prall, Public Works Director
From: John Somerlot, Streets Supervisor

Subject: Chip Seal Oil Storage - Sole Source Justification

The Streets Maintenance Division oversees the maintenance of over 370 miles of streets (1,050 lane miles) within City limits. Street Maintenance works closely with several other divisions in the city including, but not limited to, Special Projects, Storm Water and Parks & Recreation. With the help from these other Departments and Divisions, we are able to maintain all of the streets and sidewalks within city limits. This is accomplished through a few different programs including snow removal, crack-fill, patching and chip seal.

The most important maintenance program is Chip Seal which is a million-dollar program. It lasts 2-months and has 35 city employees come together to chip roughly 600,000 square yards. During the chip seal program, staff sprays a thin layer of oil on the surface of the existing asphalt. This allows seals the road surface, ensuring moisture does not seep through the road to the base underneath, and consequently shortening the lifespan of the road. Additionally, staff lays a thin layer of aggregate on top of the oil, which creates a protective wear surface to preserve the asphalt.

The city has approximately 7.2 million square yards of road surface to maintained split into 12 different maintenance zones. For the last 10 years, staff has focused attention on 1/12 of all the roads in city limits in a calendar year. This has proven not to be sufficient with the growth the of the city and the increase of traffic. Staff is working to reduce the number of zones to 9. Following this change, chip seal efforts will need to increase from 600,000 square yards to 850,000 square yards every year.

Currently, there is not a manufacturer of the road oil used during Chip Seal (CRS-2P) in Grand Junction. This forces the City to buy and ship road oil from Commerce City near Denver to Grand Junction. This comes with a couple hurdles that must be overcome to make the chip seal program work.

1. Glenwood Canyon has become unpredictable due to 2020 fire and subsequent rain related safety closures. While rare this year, in 2021 there were a few events that shut down the canyon and subsequently the slowed the chip seal program.
2. Companies hired to truck the oil from Denver to GJ cannot keep up with the daily oil demand. Staff uses two existing tanker trailers (that are over 30 years old and in extremely poor condition) and renting another two. This is the only way we are currently able to store enough oil over the weekend, so we have enough oil Monday morning to begin.
3. The tanker trailers are over 30 years old and are in very poor condition. They are not street legal nor would pass Department of Transportation inspection, which means are

not able to move them to a location closer to the maintenance zone. Thus, there are longer wait times for trucks coming to the city shops to load causing delays in the program.

4. The trailers are not insulated efficiently causing the material stored in them to lose temperature quickly. This means a city employee must work overtime on the weekends to come in and heat the oil. This costs the city additional labor costs during the entire Chip Seal season.
5. Additionally, the trailers do not have a heating element built into them. When an employee comes in on the weekends to heat the oil, they must pump the oil into the distributor trucks, heat the oil and then pump it back into the storage trailers costing more in labor costs.
6. The trailers have been neglected for many years and are no longer the most effective nor safe means to store the road oil.

Previously, I was employed with the Alaska Department of Transportation and worked extensively with their Chip Seal program. They had the same issue with not having a road oil supplier in town, so they had to buy theirs from the lower 48 and ship it up to Alaska. To efficiently heat and maintain the road oil until it was applied to the road surface, the State of Alaska invested in several 20 foot Bitutainer shipping containers. The following are advantages that these containers provide:

1. These shipping containers are fully encapsulated with two walls (inner wall and outside shell) allowing for two layers of insulation. This allowed us to heat during the week and retain that heat through the weekend even with temperatures falling below 50 degrees.
2. These containers also have the heating tubes built into them, allowing for a more efficient way of heating the material.
3. With being a shipping container and not a tanker trailer they have less maintenance. They do not have any driving components/axles and do not need to be registered or have a DOT certification.
4. They are easily be transported via flatbed trailer or by loader. They allow for more mobility than a tank trailer.
5. They are easier to keep cleaned and maintained and will save money on maintenance.

With the assistance of City purchasing staff, we have researched and found that there are no Bitutainer manufacturers in the United States. Therefore, staff is requesting a Sole Source purchase. The information below is from a manufacture base out of Japan

1. The unit plus the heating element is \$25,865 per unit
2. Shipping from Japan to Long Beach, California is \$7,315 per unit
3. Freight from Long Beach, California to Grand Junction is \$1,800 per unit
4. For a total of \$34,980 per unit roughly 1/3 the cost of a tanker trailer

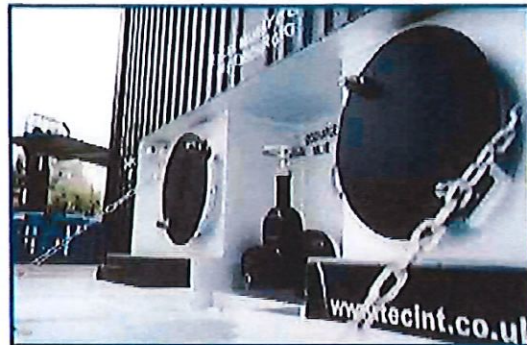
✉ info@teclnt.co.uk



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HIGH CAPACITY 27t SHIPPER BITUTAINER™



THE BEST-SELLING & MARKET LEADING BITUTAINER™ WORLDWIDE

Features & Benefits

Design Quality

Designed and manufactured from scratch specifically for bitumen applications, with an uncompromising focus on build quality

Thermal Performance

Multiple heating options (see overleaf) all achieving high efficiency heat transfer through immersed heater tubes

Robust

Designed for harsh environments with internal reinforcement and key impact protection features, all implemented based on our customer's extensive operational experience

Operational Efficiency

High carrying capacity, whilst maintaining a double-walled construction for thermal efficiency and safety

Value

A long lasting asset that stands the test of time and requires little maintenance

**Unrivalled market longevity and durability -
proven over 20yrs in operation**

Uses Include

Ideal for all methods of transport (Sea, Road and Rail) within standard 20ft tank container ISO dimensions.

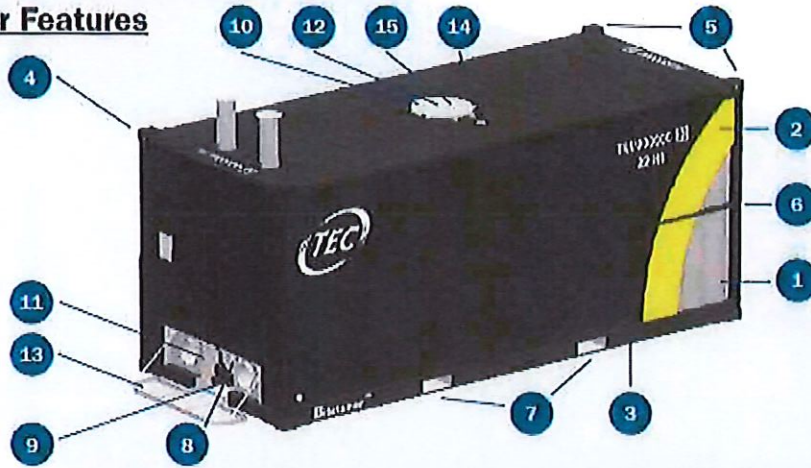
Suitable for storage and transportation of bitumen, asphalt, bitumen emulsions, PMB's and heavy fuel oils.



Technical Data

External dimensions - Length x Width x Height: (mm)	6058 x 2438 x 2591
Max. capacity: (m3)	29
Max. gross weight: (Kg)	35,125
Tare weight : (Kg)	<6,300
Payload: (Kg)	28,825
Working Pressure: (Bar)	0.25
Test Pressure: (Bar)	0.45
Certifications & Approvals:	CSC, TIR, ISO 1496

Container Features



Construction

- | | |
|----|--|
| 1. | Weather resistant carbon steel internal tank and protective wall |
| 2. | Insulated cavity (Minoral Wool Insulation) |
| 3. | Customised Bitutainer™ high temperature paint specification |

Handling

- | | |
|----|--|
| 4. | Fully Intermodal - ISO 668 compliant |
| 5. | Corner castings for lifting - ISO 1161 compliant |
| 6. | Stacking load up to 192,000kg |
| 7. | Forklift pockets for lifting when empty |

Monitoring

- | | |
|----|--|
| 8. | Integrated Thermowells with a mechanical dial thermometer supplied |
|----|--|

Filling & Discharge

- | | |
|-----|---|
| 9. | 3" Gate Valve in low level sump for max product discharge |
| 10. | 300mm fill point through central mounted manway |
| 11. | Secondary low level fill - 3" flanged connection c/w internal riser |

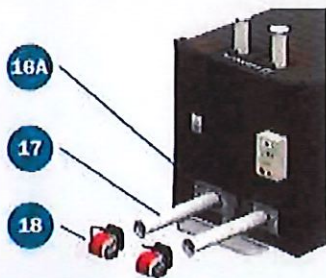
Access

- | | |
|-----|--|
| 12. | 600mm Manway with galvanised cover and removable insert |
| 13. | Galvanised reinforced valve area cover, fitted with removable securing chains & locking pins for security and safety |

Pressures & Relief

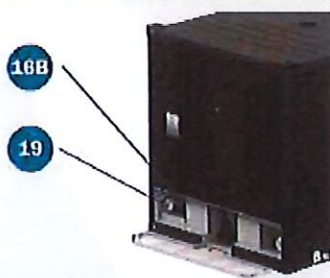
- | | |
|-----|---|
| 14. | Pressure vacuum relief valve fitted (0.25 bar pressure, 0.5Hg vacuum) |
| 15. | Optional burst disc (not fitted as standard) |

Container Variants & Options



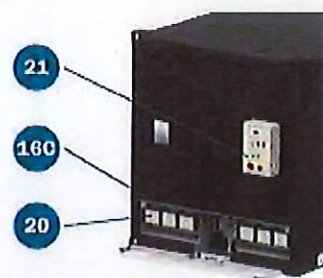
Direct Fire Heating

- 16A. 10" & 8" Seamless Pipe heater tubes, complete w burner attachment fittings and collapsible exhaust flues
17. Flame Liners (*)
(Carbon or Stainless steel)
18. Complete Burner Sol (*)
(Diesel or Gas powered)



Steam/Thermal Fluid Heating

- 16B. 2" Seamless Pipe heating coil complete with ANSI Class 150 flanges
19. Isolation valves (*)



Electrical Heating

- 15C. 2" Seamless Pipe heating
20. Heating Element Sol (*)
21. Control Panel (*)

(*) : Optional Heating Equipment

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Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: September 7, 2022
Presented By: Ken Sherbenou, Parks and Recreation Director
Department: Parks and Recreation
Submitted By: Ken Sherbenou, Parks and Recreation Director

Information

SUBJECT:

Contract Approval for the Architect/Engineer for the Orchard Mesa Pool Renovation

RECOMMENDATION:

Staff recommends the City Purchasing Division to enter into a contract for Professional Architectural/Engineering Services with OLC for design and engineering services for renovations of the Orchard Mesa Pool Facility in the not to exceed amount of \$523,722.

EXECUTIVE SUMMARY:

The Orchard Mesa Pool was originally built in 1983 as a partnership between Mesa County School District #51, who donated the land, and Mesa County, who split the capital cost of construction with the City. Nearing 40 years old, a full renovation is required. The first step is hiring an architect and engineer team to lead the design, which is the action before Council tonight. As design begins, a Construction Manager - General Contractor will be selected next and renovation of the Orchard Mesa Pool will progress. This contract pertains to the Architect and Engineer, who after a competitive selection process, is proposed to be a team led by Ohlson Lavoie Corporation (OLC). This firm along with their aquatic designer, Counsilman-Hunsaker, has completed the design on over 500 similar projects across Colorado, the Country and the world. This extensive experience with similar projects will promote the success of this major renovation of the Orchard Mesa Pool.

BACKGROUND OR DETAILED INFORMATION:

At the August 17, 2022 City Council meeting, the City Council approved a supplemental appropriation to fund the design of the Orchard Mesa pool renovation, gym and ancillary space between them. This provides the funding to secure this contract for design and engineering services.

A formal Request for Proposals (RFP) was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce, advertised in the Daily Sentinel and sent to a list of firms that have direct experience in these sorts of projects. Two firms submitted formal bids, which were found to be responsive and responsible in the following amounts as reflected in their original proposal:

Firm	Not-to-Exceed Fee: Pool and Non-Aquatic Spaces Including the Gym
Blythe Group	\$ 331,540
OLC	\$ 598,748

The sub-consultants to OLC include Counsilman-Hunsaker (Aquatic Designer), SGM Engineering (Mechanical, Lighting, Electrical, Plumbing, Structural and Civil and Traffic), and Censeo (IT, Audio Visual and Security). The process was a qualifications-based selection process where experience, project understanding and implementation strategy outweighed price.

The evaluation committee reviewed the proposals following the process defined in the RFP, and concluded that both firms should be interviewed. Interviews, as well as the original proposals, revealed OLC possesses significant experience designing similar projects across the state and country. OLC is one of the top designers of recreation and aquatic projects. They possess a deep resume of successful similar facility projects, which indicates that OLC will be able to deliver a similar outcome for Grand Junction. Following interviews, OLC was selected unanimously by the committee as the preferred consultant and negotiations ensued. Staff members were able to negotiate a reduced fee without sacrificing professional services scope. The final negotiated not-to-exceed price for professional design and engineering services is \$523,722, a \$75,026 reduction.

Please see below for a comparison of the original fee proposal from OLC to their negotiated fee schedule.

Phase	Pool	Gym	Total
CMGC + Schematic Design	-\$5,584	\$0	-\$5,584
Design Development	-\$9,875	-\$14,521	-\$24,396
Construction Documents	-\$21,598	-\$3,172	-\$19,771
Bidding	-\$3,721	-\$1,961	-\$5,682
Construction Administration	-\$7,851	-\$6,742	-\$14,593

Total Not-To-Exceed Price	-\$49,974 (-12.7%)	-\$25,052 (-12.2%)	-\$75,026 (-12.5%)
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OLC provided a complete team to ensure a high-quality product in every required trade and discipline. For example, they included the key subcontractor for audio-visual, IT, and security at a value of \$55,000 for Censeo (one of OLC's sub-contractors), which is part of the \$523,722 recommended contract number. OLC also has dedicated interior designers on staff as well as one of their sub-consultants, SGM, has a certified lighting designer. Both will be important for achieving outcomes that balance long-term performance in a cost-conscious way. Staff anticipates the fee of OLC will be a worthwhile investment for the long-term success of the project. Given OLC's deep experience on aquatics and recreation facilities, staff anticipates the goal to re-invigorate the Orchard Mesa Pool will be achieved. This has the effect of maximizing utilization and the service provided by the facility to the community. More information on OLC may be found at their website at: <https://www.olcdesigns.com/about-us/>.

Following design progression with the architect and engineer group, a Construction Manager - General Contractor (CMGC) is scheduled to be selected towards the end of 2022. This contract will also come to City Council for consideration. Cost estimates from the CMGC will then be brought before Council for direction on what construction to pursue. Cost estimates will include a price to construct the pool renovation and a price to renovate the gym and ancillary facilities in between the pool and the gym.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

Based on Council's authorization of supplemental appropriations on August 17th, the cost for this contract is included in the 2022 amended budget.

SUGGESTED MOTION:

I move to (authorize/not authorize) the Purchasing Division to enter into a contract with OLC in the not to exceed amount of \$523,722 for professional architectural/engineering services to renovate the Orchard Mesa Pool Facility.

Attachments

None



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: September 7, 2022

Presented By: Amy Phillips, City Clerk, John Shaver, City Attorney

Department: City Council

Submitted By: Amy Phillips and John Shaver

Information

SUBJECT:

A Resolution Calling a Special Election in the City of Grand Junction, Colorado Concerning and Providing for the Submission to the Electorate on November 8, 2022, Two Measures to Increase Taxes and Allow the City to Collect, Retain, and Spend Revenues as a Voter Approved Revenue Change Provided for and Defined By Article X, Section 20 of the Colorado Constitution, and One Measure to Amend the City Charter, and Other Details Relating Thereto

RECOMMENDATION:

Adopt and approve the resolution calling for a special election in the City on November 8, 2022, providing for the submission of three ballot questions, ratifying and approving the intergovernmental agreement with Mesa County Elections Division together with authorizing any and all actions consistent therewith, and publishing the resolution in pamphlet form.

EXECUTIVE SUMMARY:

The City Council has determined that an election shall be held on November 8, 2022, at which time there shall be submitted to the registered electors of the City three questions, two tax questions and one Charter amendment question. Each question is described in detail in separate resolutions and an ordinance which has been duly considered by the Council and, with the approval of this resolution, the City Council authorizes the City Clerk to enter into an agreement with the Mesa County Elections Department for the City to participate in a coordinated election being conducted by the County on November 8, 2022 (Election).

BACKGROUND OR DETAILED INFORMATION:

As provided by law, the City Council has determined that an election shall be held on November 8, 2022, at which time there shall be submitted to the registered electors of the City three questions, two tax questions and one Charter amendment question. Each question is described in detail in separate resolutions and an ordinance which has been duly considered by the Council and, with the approval of this resolution, the City Council authorizes the City Clerk to enter into an agreement with the Mesa County Elections Department for the City to participate in a coordinated election being conducted by the County on November 8, 2022 (Election).

Under the agreement, the officers of the City are authorized to enter into an intergovernmental agreement with the County pursuant to §1-7-116 of the Uniform Election Code and furthermore, that the intergovernmental agreement entered into in connection with the Election is hereby ratified, approved and confirmed. With approval of this resolution, the City Council appoints City Clerk Amy Phillips as the designated election official for purposes of performing acts required or permitted by law in connection with the Election.

FISCAL IMPACT:

The estimated cost received by Mesa County Elections for the November 8, 2022 Special Election is estimated at \$58,072.90.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 69-22, a resolution calling a special election in the City on November 8, 2022, providing for the submission of three ballot questions, approving the intergovernmental agreement with Mesa County Elections Division together with authorizing any and all actions consistent therewith.

Attachments

1. RES-Special Election November 2022 082322

RESOLUTION NO. __-22

A RESOLUTION CALLING A SPECIAL ELECTION IN THE CITY OF GRAND JUNCTION, COLORADO CONCERNING AND PROVIDING FOR THE SUBMISSION TO THE ELECTORATE ON NOVEMBER 8, 2022, OF TWO MEASURES TO INCREASE TAXES AND ALLOW THE CITY TO COLLECT, RETAIN AND SPEND REVENUES AS A VOTER APPROVED REVENUE CHANGE PROVIDED FOR AND DEFINED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND ONE MEASURE TO AMEND THE CITY CHARTER, AND OTHER DETAILS RELATING THERETO

WHEREAS, the City of Grand Junction, in the County of Mesa and State of Colorado (the "City"), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter (the "Charter"); and

WHEREAS, the members of the City Council of the City (the "Council") have been duly elected and qualified; and

WHEREAS, the Council hereby finds and determines that it is in the public interest to pose certain question to the electors to increase taxes and allow the City to collect, retain and spend revenue the City receives therefrom for current and future purposes as stated in the questions without application of the Article X, Section 20 of the Colorado Constitution also known the Taxpayers Bill of Rights (TABOR); and

WHEREAS, the Mesa County Elections Department Clerk ("County") is conducting a coordinated election on November 8, 2022, pursuant to §1-7-116, C.R.S.; and

WHEREAS, the Council is of the opinion that the City should seek voter approval for the purposes provided in this resolution and the resolutions setting the ballot questions; and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the election.

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

Section 1. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the City and the officers thereof, directed towards the election and the objects and purposes herein stated are hereby ratified, approved and confirmed. Unless otherwise defined herein, all terms used herein shall have the meanings defined in §1-1-104, C.R.S., and TABOR.

Section 2. Pursuant to the Uniform Election Code and all other applicable laws of the State of Colorado, the Council hereby determines that an election shall be held on November 8, 2022, at which there shall be submitted to the registered electors of the City the questions described in Section 3 hereof. The City shall participate in the coordinated election being conducted by the County on November 8, 2022. The officers of the City are authorized to enter into an intergovernmental agreement with the County pursuant to §1-7-116 of the Uniform Election Code. Any such intergovernmental agreements heretofore entered into in connection with the Election are hereby ratified, approved and confirmed.

Section 3. The Council hereby authorizes and directs the designated election official to certify to the County on or before September 9, 2022, the ballot issues in substantially the form of the resolutions pertaining to the same.

Section 4. The City Council hereby appoints the City Clerk as the designated election official for purposes of performing acts required or permitted by law in connection with the election. Pursuant to §1-1-111(2), C.R.S., all powers and authority granted to the Council may be exercised by the designated election official, including but not limited to the power to appoint election judges.

Section 5. If a majority of the votes cast on any question are in favor, then the City shall be authorized to act as provided in the question(s) and if a majority of the votes cast on any question(s) are opposed then the City shall not be authorized to act.

Section 6. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

INTRODUCED, READ, APPROVED, AND ADOPTED this 7th day of September 2022.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: September 7, 2022
Presented By: Daniella Acosta, Senior Planner
Department: Community Development
Submitted By: Dani Acosta, Senior Planner

Information

SUBJECT:

A Resolution to Vacate a 62.55 Square Foot Strip of a 14-Foot Multipurpose Easement on a 2.87-Acre Parcel Located at 600 Lawrence Avenue

RECOMMENDATION:

Staff recommends approval of the request.

EXECUTIVE SUMMARY:

The Applicant, DR Land, LLC, is requesting the vacation of one small area of an existing 14-foot multipurpose easement to accommodate the design of Unit #12, an end-unit that is a part of the Crawford Row Townhomes development. Unit #12 is located along Riverside Parkway. The Applicant is requesting to vacate a portion (62.55 square feet) of the multipurpose easement along Riverside Parkway to permit the construction of a support post on Unit #12, which would need to encroach into the air space of the multipurpose easement to support the second story deck. The requested vacation is consistent with the City's Comprehensive Plan and Circulation Plan.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The existing multipurpose easement along Riverside Parkway was conveyed in 2017 as identified on the Jarvis Subdivision Filing One by Reception No. 2790938 within City of Grand Junction jurisdiction. The Crawford Row Townhomes Development is part of the larger 58-acre mixed-use development Riverfront at Dos Rios Planned Development. The project proposes a 56-unit townhome development (PLD-1011-43) located at 600 Lawrence Avenue and is within a Planned Development (PD) zone district. The property underwent a Simple Subdivision (SSU-2022-41) between 600 Lawrence Avenue and 680 Lawrence Avenue to revise the boundaries of the two

parcels to provide a 3.11-acre parcel to the north (600 Lawrence Avenue) for the townhome development. The PD ordinance initially specified only light commercial uses for the portions of the property that was incorporated into 600 Lawrence Avenue following the Simple Subdivision. Therefore, a PD amendment (PLD-2021-837) was approved in March 2022 for the revision of the uses allowed within the Dos Rios development. The revised PD modifies the types of uses allowed on the project parcels from light commercial uses to mixed-use uses to permit the construction of the townhomes.

NOTIFICATION REQUIREMENTS

Per Section 21.02.100(e) of the Grand Junction Zoning and Development Code, a neighborhood meeting is not required prior to application for the vacation of an easement.

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 July 6, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards were sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on August 12, 2022. The notice of the Planning Commission public hearing was published on August 16, 2022, in the Grand Junction Daily Sentinel.

ANALYSIS

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

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

The vacation of the multipurpose easement does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City. The proposed vacation of the multipurpose easement will have no impact on public facilities or services provided to the general public since to date, the multipurpose easement along Riverside Parkway does not contain any existing utilities within it. This has been confirmed by recent utility locates. Therefore, staff has found the request to vacate this portion of the existing easement does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City and therefore this criterion has been met.

The Applicant is currently in discussions with Xcel regarding the request and waiting on confirmation that Xcel has no objection. The City has notified the Applicant that the resolution for vacation will be signed pending written confirmation from Xcel that there is no objection to the request.

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

The request to vacate the aforementioned portion of the 14-foot multipurpose easement will not render any properties landlocked. All townhome units within the development have access to Lawrence Avenue, which is a public right-of-way, and the rest of the City street network. Unit #12 is located in one building with several other townhome units. The property owner owns the building and the remainder of the lot in which the building is being built. The remainder of the lot has direct access to the right-of-way and as a result provides indirect access to the right-of-way for the units. Therefore, staff has found this criterion has been met.

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

As provided in (2) above, the townhomes in the development will maintain the point of access to Lawrence Avenue and the rest of the City street network since the 14-foot multipurpose easement does not align with any existing or planned street network. No access to any parcel will be restricted; therefore, this request conforms with this criterion.

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

No adverse impacts on the health, safety, and/or welfare of the general community have been identified and the quality of public facilities and services provided to any parcel of land will not be reduced as a result of this vacation request; therefore, this request conforms with this criterion.

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

As provided in (1), recent locates demonstrate that there are no existing utilities in the 14-foot multipurpose easement. Since no utilities currently exist, staff has determined that the proposed vacation will not inhibit the provision of adequate public facilities and services, and find this criterion met. As mentioned previously, the Applicant has been notified that signing of the resolution will be conditioned on Xcel confirming that the request will not impact the provision of public facilities and services.

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

Although there is not an immediate measurable public benefit, there is a perceived future public benefit to the requested vacation. Future property owners will largely be the beneficiaries of this vacation by providing the developer and owners with additional buildable area that could be utilized to support construction and supporting structures, since permanent structures cannot be located over an easement. The vacation of unused portions of an easement that currently does not contain utilities provides additional flexibility to the developers and, at a macro-level provides a public benefit to the community who will benefit from additional units being added to the City's housing stock. This flexibility benefits the City by helping it to achieve its overall housing goals by relaxing some barriers to development, particularly in an area identified by the Comprehensive plan as a priority for urban infill.

As such, staff finds that this criterion has been met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the request to vacate a 62.55 square-foot strip of the multipurpose easement along Riverside Parkway as identified on the Jarvis Subdivision Filing One by Reception No. 2790938 on the property located at 600 Lawrence Avenue, the following findings of fact have been made:

1. The requests conform with Section 21.02.100 (c) of the Zoning and Development Code.

Therefore, Staff recommends approval of the requests.

FISCAL IMPACT:

This request has no fiscal impact.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 75-22, a resolution vacating a 62.55 square foot strip of a 14-foot multipurpose easement on a 2.87-acre parcel located at 600 Lawrence Avenue.

Attachments

1. Exhibit 1 - Development Application (5)
2. Exhibit 2 - Crawford Row Townhomes Vacation Legal Description & Site Sketch
3. Exhibit 3 - Riverside Parkway MPE Utility Locates
4. RES-Crawford Row Townhomes Vacation 082922

Development Application

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

Petition For:

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

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

Property Information

Site Location: 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

Signature of Legal Property Owner

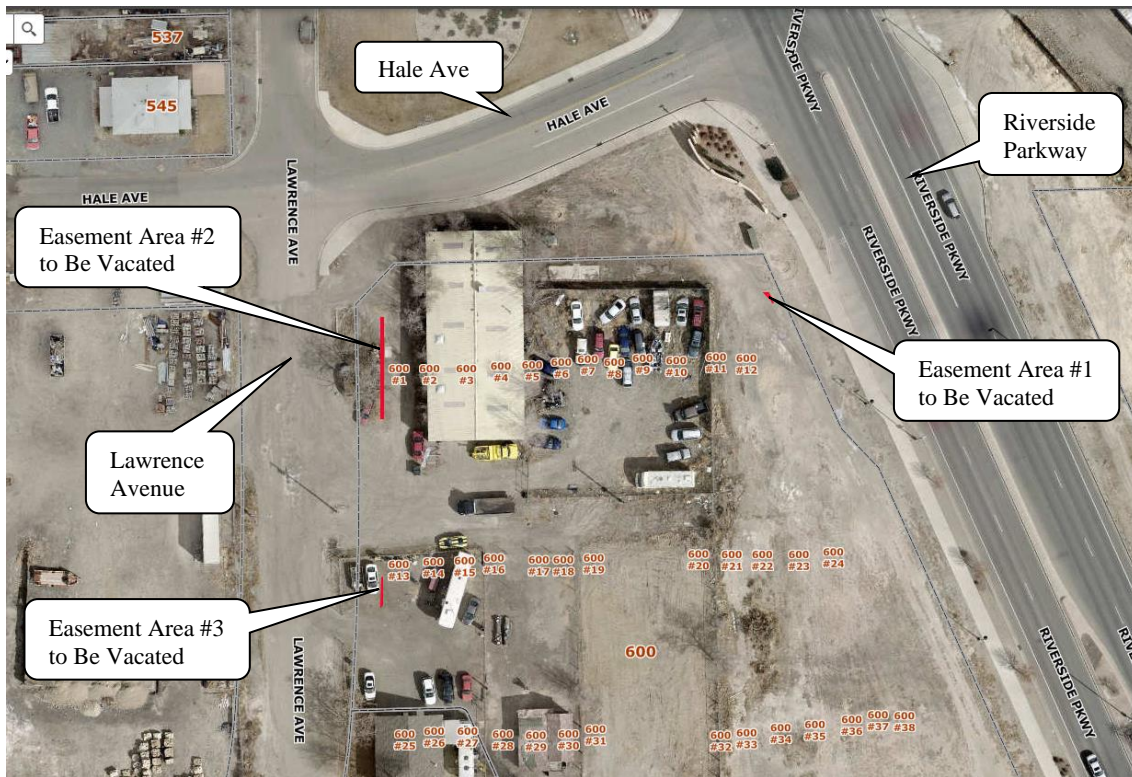
Date

Date

General Project Report for Crawford Row Townhomes Easement Vacation

Project Description

The purpose of this application is to request approval to vacate three small areas of an existing 14-ft multi-purpose easements located at 600 Lawrence Avenue in Grand Junction, Colorado. The approximate location of the right-of-way to be vacated is depicted in the air photograph below:



Project Location

The property is owned by DR Land LLC and is part of the Dos Rios Planned Development. DR Land LLC recently received approval for the Crawford Row Townhomes project (City # PLD-2022-43) which is proposing to construct 56 townhomes on the site. As part of this plan approval, the design for the townhomes placed the foundations immediately next to existing 14-ft multi-purpose easements along Lawrence Avenue and Riverside Parkway.

As final architectural and foundation plans for the townhome buildings were being finalized, it was determined a deck support post for a second story deck on Unit #12 would need to be placed in a multi-purpose easement along Riverside Avenue.

Townhome Units #1 and #13, located along Lawrence Avenue, have foundations that are right next to the multi-purpose easement areas. To allow for some flexibility during construction when pouring the concrete foundation, DR Land LLC is also requesting a 3" wide by 40-ft long easement vacation along Unit #1 and a 3" Wide by 10-ft long easement vacation along Unit #13.

General Project Report for Crawford Row Townhomes Easement Vacation

The dedication language for the multi-purpose easements states the following on the subdivision plat:

ALL Multipurpose easements are dedicated to the City of Grand Junction as **perpetual easements** for City approved utilities including the installation, operation, maintenance and repair of **said utilities and appurtenances** which may include but are not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

ALL easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors or assigns, together with the right to trim or remove interfering trees and brush; provided, however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owner of said lot hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement(s)

Multi-Purpose Easement Dedication Language on Riverfront At Dos Rios Filing Four Plat

As indicated in the easement dedication language above, DR Land LLC shall not burden or overburden said easement by erecting or placing any improvements which may impede the use of the easement and/or prevent reasonable access the easement by the City and utility providers.

The multi-purpose easement along Riverside Parkway does not have any existing utilities located in it according to recent utility locate requests by the applicant.

The multi-purpose easements along Lawrence Avenue does have and underground electrical and gas (Xcel Energy) which are located in the middle of the 14-ft multi-purpose easement.

Therefore, there are no existing utilities that would be impacted by these proposed easement vacations. The applicant did speak with Xcel Energy (Ryan Menapace) and they did not see any issues with these easement vacations.

Approval Criteria

Section 21.02.100 of the City of Grand Junction Land Development Code provides the criteria that shall be met for vacation of this right of way area. The criteria include the following:

21.02.100 (c) (1): The Comprehensive Plan, Grand Junction Circulation Plan and other plans and policies;

Response: The proposed vacation of easement at this location will not impact any proposed Grand Junction Circulation Plans, Policies, or impact the Comprehensive Plan. There are no planned or future roadways that could connect to this small area of right of way.

**General Project Report
for
Crawford Row Townhomes Easement Vacation**

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

Response: Vacation of this easement area will not result in any landlocked condition.

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

Response: The proposed vacation will not impact access to any land parcel as this access has never been used and does not align with any existing or planned street network.

21.02.100 (c) (4): There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced;

Response: This vacation will not impact health, safety or welfare as it is located on private property and not accessible to any other parcel except the applicants.

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

Response: The proposed vacation will not impact access to any land parcel as this access has never been used and does not align with any existing or planned street network and it is not accessible by any other user except the applicant.

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

Response: The proposed easement vacation provides has no impact on city maintenance or operations.

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) DR Land LLC ("Entity") is the owner of the following property:

(b) 600 Lawrence Avenue, Grand Junction, Colorado

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:

[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) Final Development Plan (Site Plan)

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.

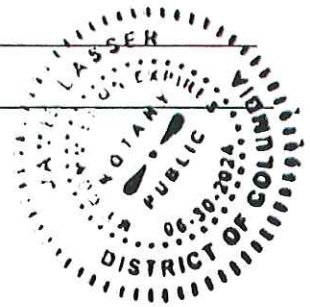
I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: [Handwritten Signature]

Printed name of person signing: Kevin Riegler

State of District of Columbia)

County of _____) ss.



Subscribed and sworn to before me on this 27 day of December, 2021

by Kevin Riegler

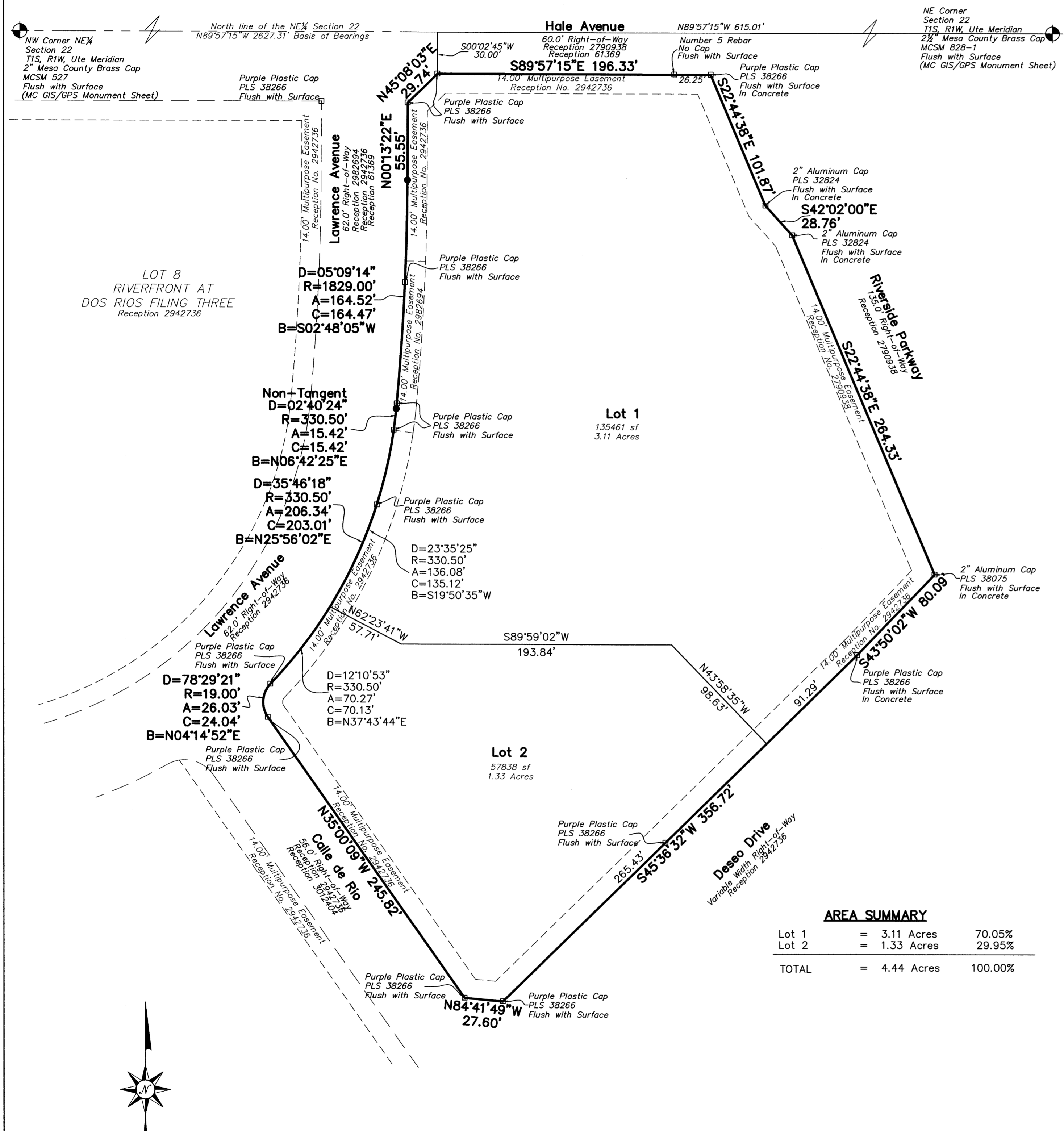
Witness my hand and seal.

My Notary Commission expires on 6/30/24

[Handwritten Signature]
Notary Public Signature

RIVERFRONT AT DOS RIOS FILING 5

A REPLAT OF RIVERFRONT AT DOS RIOS FILING FOUR AS RECORDED AT RECEPTION 2982694 NE1/4 SECTION 22, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN GRAND JUNCTION, MESA COUNTY, COLORADO



AREA SUMMARY

Lot 1	= 3.11 Acres	70.05%
Lot 2	= 1.33 Acres	29.95%
TOTAL	= 4.44 Acres	100.00%

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That DR LAND LLC, a Colorado limited liability company is the owner of that real property located in part of the Northeast Quarter (NE¼) of Section 22, Township 1 South, Range 1 West of the Ute Meridian, Grand Junction, Mesa County, Colorado, being more particularly described as follows: (Original Warranty Deed Reception 2985239 (Lot 6A) and Reception 3025766 (Lot 6B).)

Lots 6A and 6B, inclusive, of RIVERFRONT AT DOS RIOS FILING FOUR as shown on plat recorded at Reception 2982694, Mesa County records.

That said owner has by these presents laid out, platted, and subdivided the above described real property into lots, blocks, and tracts, as shown hereon, and designated the same as RIVERFRONT AT DOS RIOS FILING 5, a subdivision in the City of Grand Junction, Colorado, and hereby offers the following dedications and grants:

NONE

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

Owners hereby declare all lienholders of record to herein described real property are shown hereon.

IN WITNESS WHEREOF, said owner, Kevin Riegler, has caused their name to be hereunto subscribed this 9th day of May, A.D. 2022

by: [Signature] title: Manager
for: DR LAND LLC, Colorado limited liability company

NOTARY PUBLIC'S CERTIFICATE

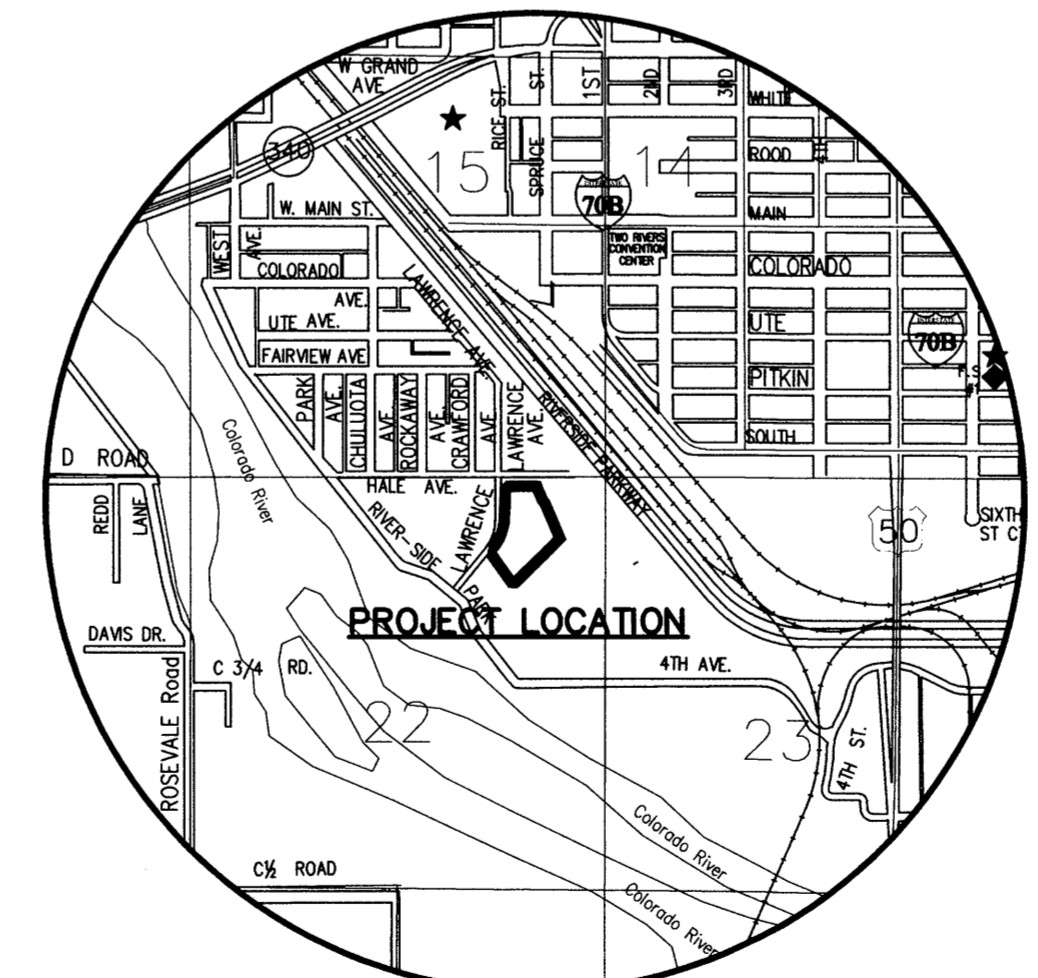
STATE OF COLORADO } ss
COUNTY OF ROUTT }

The foregoing instrument was acknowledged before me by Kevin Riegler
title: Manager for DR LAND LLC, a Colorado limited liability company

this 9th day of May, A.D., 2022
Witness my hand and official seal:

[Signature]
Notary Public

My Commission Expires 1/5/2026



SURVEYOR'S CERTIFICATION

I, Jeffrey C. Fletcher, do hereby certify that the accompanying plat of RIVERFRONT AT DOS RIOS FILING 5, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of some. To the best of my knowledge and belief, this plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either express or implied.

TITLE CERTIFICATION

STATE OF COLORADO } ss
COUNTY OF MESA }

We, Colorado Title Closing Services, a title insurance company, as duly licensed in the state of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to DR LAND, LLC; that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights of way of record are shown hereon.

Date: 5/16/2022 by: Julia E Young / Manager Name And Title
for: Colorado Title Closing Services Name Of Title Company

GENERAL NOTES

Basis of bearings is the North line of the NE¼ of Section 22 which bears North 89°57'15" West, a distance of 2627.31 feet, established by observation of the MCGPS control network, which is based on the NAD 83 datum for Horizontal and NAVD 88 datum for Vertical Information. Both monuments on this line are Aliquot Survey Markers.

All lineal units shown hereon in U.S. Survey feet.

Easement and Title Information provided by WESTCOR Land Title Insurance Company, Policy No. OP-6-C01026-12099445, dated June 11, 2021 for Lot 6A.
Easement and Title Information provided by WESTCOR Land Title Insurance Company, ORDER No. MS22201078-2 (Amended), dated March 27, 2022 for Lot 6B.

FOR CITY USE ONLY

Associated Recorded Documents
Reception Type

CITY OF GRAND JUNCTION APPROVAL

This plat of RIVERFRONT AT DOS RIOS FILING 5, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted this 6 day of June, A.D., 2022

City Manager: [Signature]

Mayor: [Signature]

CLERK AND RECORDER'S CERTIFICATE

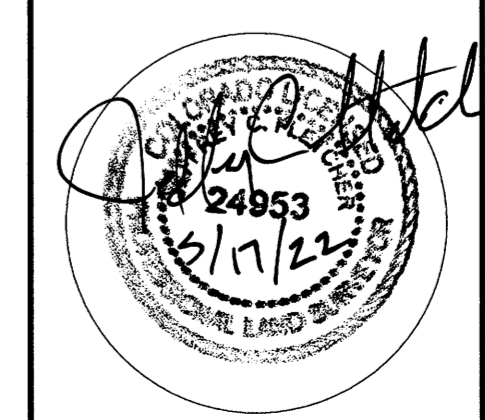
STATE OF COLORADO } ss
COUNTY OF MESA }

I hereby certify that this instrument was filed in my office at 2:02 o'clock P.M., June 9, A.D., 2022 and was duly recorded in Reception No. 3034050

Drawer No. 43-23 Fees: 10⁰⁰+3⁰⁰

Tina Peters
Clerk and Recorder

By: [Signature]
Deputy

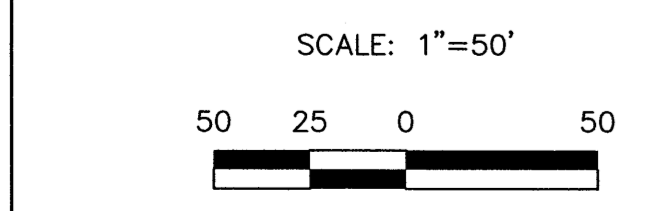


RIVERFRONT AT DOS RIOS FILING 5

A REPLAT OF RIVERFRONT AT DOS RIOS FILING FOUR AS RECORDED AT RECEPTION 2982694 NE1/4 SECTION 22, T1S, R1W, UTE MERIDIAN GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Telephone: 970-254-8649 Fax 970-241-0451

PROJ. NO. 21-123	SURVEYED	DRAWN	CHK'D	SHEET	OF
DATE: May, 2022	be	knr	jcf	1	1



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

- ### LEGEND
- ALIQUOT SURVEY MARKER, AS NOTED
 - SET 2" ALUMINUM CAP ON 30" No. 5 REBAR, PLS 24953
 - PER CRS-38-51-105, IN CONCRETE
 - FOUND EVIDENCE, AS NOTED
 - PK NAIL, SET IN PAVING
 - DURABLE CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRS-38-51-105
 - CRS-38-51-105
 - D DELTA ANGLE OF ARC
 - R RADIUS OF ARC
 - L LENGTH OF ARC
 - NAVD 83 NORTH AMERICAN DATUM 1983
 - ALTIQUOT SURVEY MARKER, AS NOTED
 - SET 2" ALUMINUM CAP ON 30" No. 5 REBAR, PLS 24953
 - = EQUAL SYMBOL
 - % PERCENT SYMBOL
 - & AND SYMBOL
 - INTERSTATE HIGHWAY SYMBOL
 - STATE HIGHWAY SYMBOL
 - UNITED STATES
 - NOT TO SCALE
 - COLORADO REVISED STATUTES
 - SOLICIT, USED IN LEGAL DOCUMENTS (LATIN - ONE HALF)
 - NORTH AMERICAN VERTICAL DATUM 1988
 - CALCULATED POSITION OF POINT OF CURVATURE OR POINT OF TANGENCY
 - PROFESSIONAL LAND SURVEYOR
 - L.L.C. LIMITED LIABILITY COMPANY
 - A.D. ANNO DOMINI
 - + MORE OR LESS
 - DEGREES (ANGULAR)
 - MINUTES (ANGULAR) OR FEET (LINEAR)
 - SECONDS (ANGULAR) OR INCHES (LINEAR)
 - MESA COUNTY SURVEY MARKER
 - BUREAU OF LAND MANAGEMENT
 - RIGHT-OF-WAY
 - COLORADO DEPARTMENT OF TRANSPORTATION
 - POINT OF BEGINNING
 - POINT OF COMMENCING
 - T TOWNSHIP
 - R RADIUS OR RANGE (Context)
 - MCGPS MESA COUNTY GLOBAL POSITIONING SYSTEM

STATEMENT OF AUTHORITY

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

2. The type of entity is a:

- corporation
- nonprofit corporation
- limited liability company
- general partnership
- limited partnership
- other: _____
- registered limited liability partnership
- registered limited liability limited partnership
- limited partnership association
- government or governmental subdivision or agency
- trust

3. The entity is formed under the laws of: State of Colorado

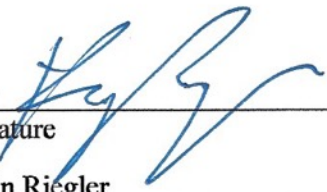
4. The mailing address for the entity is: 2201 Wisconsin Avenue NW, Suite 200, Washington, DC 80202

5. The name or position of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Kevin Riegler, Manager

6. The authority of the foregoing person(s) to bind the entity is not limited limited as follows:

7. Other matters concerning the manner in which the entity deals with interests in real property:

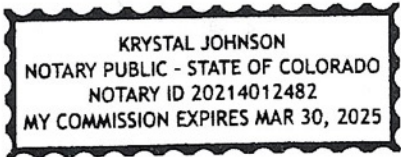
Executed this _____ day of May, 2022.

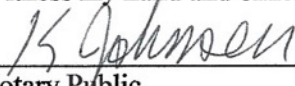


 Signature
 Kevin Riegler

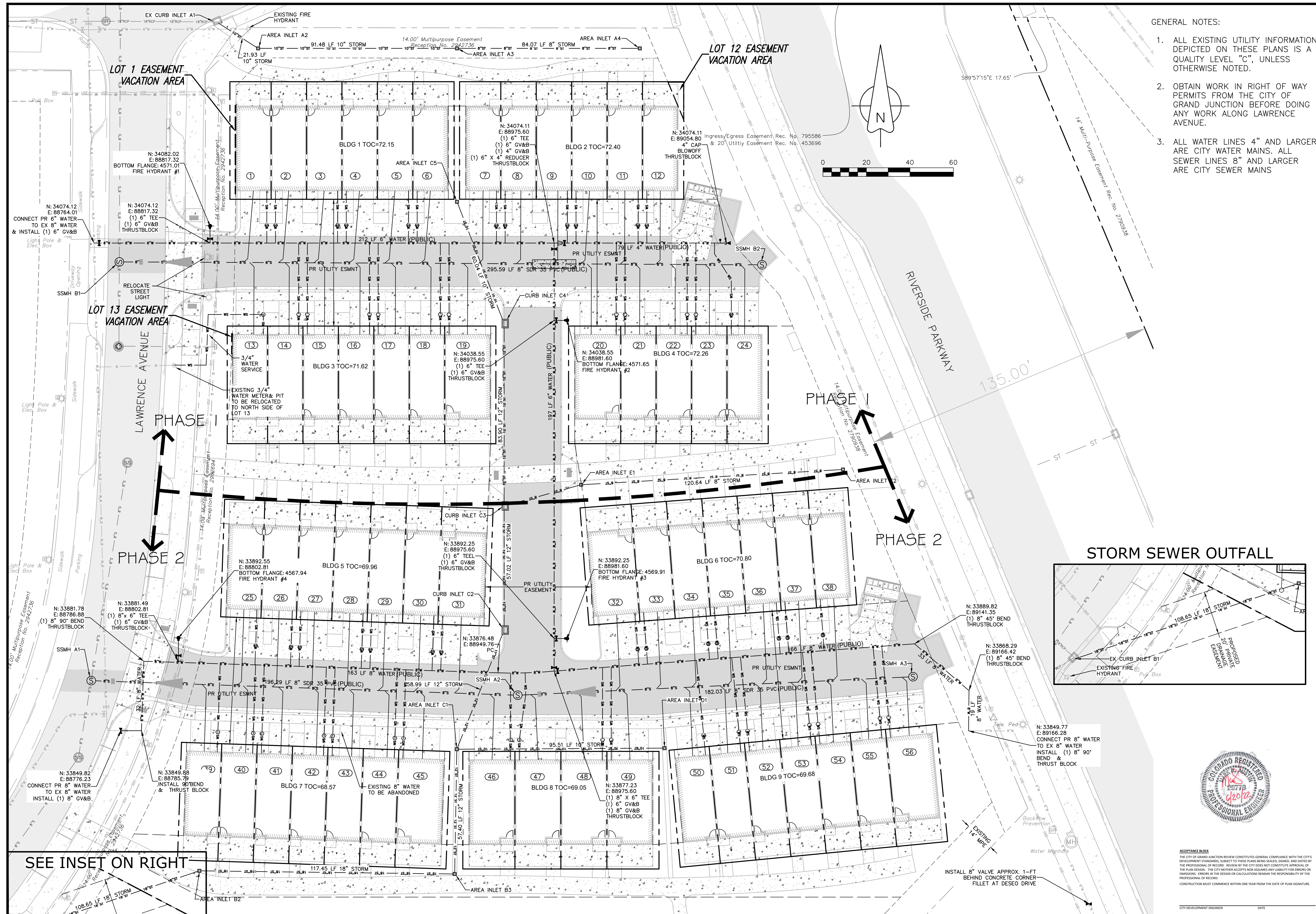
STATE OF COLORADO)
) ss.
 COUNTY OF Boutte)

The foregoing instrument was acknowledged before me this 1st day of June, 2022, by Kevin Riegler, Manager..

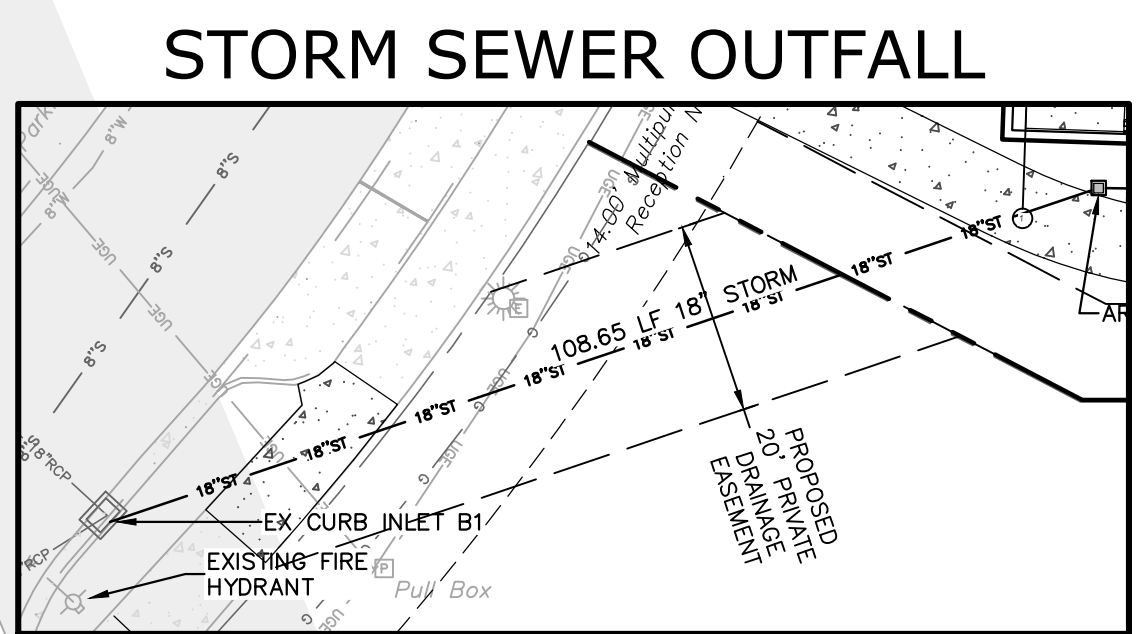


Witness my hand and official seal.


 Notary Public
 My commission expires: 3/30/2025



- GENERAL NOTES:
1. ALL EXISTING UTILITY INFORMATION DEPICTED ON THESE PLANS IS A QUALITY LEVEL "C", UNLESS OTHERWISE NOTED.
 2. OBTAIN WORK IN RIGHT OF WAY PERMITS FROM THE CITY OF GRAND JUNCTION BEFORE DOING ANY WORK ALONG LAWRENCE AVENUE.
 3. ALL WATER LINES 4" AND LARGER ARE CITY WATER MAINS. ALL SEWER LINES 8" AND LARGER ARE CITY SEWER MAINS



A · C · G

AUSTIN CIVIL GROUP, INC.

Land Planning • Civil Engineering • Development Services

123 North 7th Street, Suite 300 • Grand Junction, Colorado 81501

(970) 242-7540

NO.	REVISIONS	DATE	BY
1	REDEFINED CONCRETE AREAS	1/24/22 MRH	
2	MOVED WATER METERS & REVISED EASEMENTS	2/4/22 MRH	
3	REMOVED ROOF DRAIN STORM SEWERS PIPES	2/10/22 MRH	
4	UPDATED BUILDING FOOTPRINTS & LOTS	2/15/22 MRH	
5	REVISED PER REVIEW COMMENTS	2/24/22 MRH	
6	REVISED WATER PER CITY COMMENTS 2.1	4/19/22 MRH	

CRAWFORD ROW TOWNHOMES

UTILITY COMPOSITE PLAN

600 Lawrence Avenue, G1, Colo

prepared for
May Reigler Properties

SCALE VERIFICATION

BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET

ADJUST SCALES ACCORDINGLY

<p>JOB NUMBER: 1433.0002</p> <p>DATE: 2/28/22</p> <p>SCALE: 1"=20'</p> <p>SHEET NO.: C 05</p>	<p>DRAWN BY: MRH</p> <p>DESIGNED BY: MRH</p> <p>CHECKED BY: MRA</p> <p>APPROVED BY: MRA</p>
---	---

SEE INSET ON RIGHT

HIGH DESERT SURVEYING, INC

1673 Hwy 50 Unit C
Grand Junction, CO 81503
Tel: 970-254-8649 Fax: 970-241-0451

EXHIBIT A **LOT 1, DOS RIOS FILING 5 - EASEMENT VACATION**

A parcel of land lying in the Northeasterly portion of Lot 1, Dos Rios Filing 5, as shown on plat recorded at Reception Number 3034050, Mesa County records and being located in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 22, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

COMMENCING at the Northeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 22, Township 1 South, Range 1 West, Ute Meridian, whence the Northwest Quarter of said NE $\frac{1}{4}$ bears N89°57'15"W, a distance of 2627.31 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence along the North line of said NE $\frac{1}{4}$ N89°57'15"W, a distance of 427.98 feet; thence S00°02'45"W, a distance of 44.00 feet to a point of the South line of a 14 foot Multipurpose Easement as Recorded at Reception Number 2942736; thence along said multipurpose easement line, S22°44'38"E, a distance of 11.86 feet to the POINT OF BEGINNING; thence N89°59'29"E, a distance of 7.24 feet; thence S00°00'31"E, a distance of 17.28 feet returning to a point on said Multipurpose Easement line; thence along said Multipurpose Easement line, N22°44'38"W, a distance of 18.73 feet to the POINT OF BEGINNING.

Said parcel containing an area of 62.55 Square Feet, as herein described.



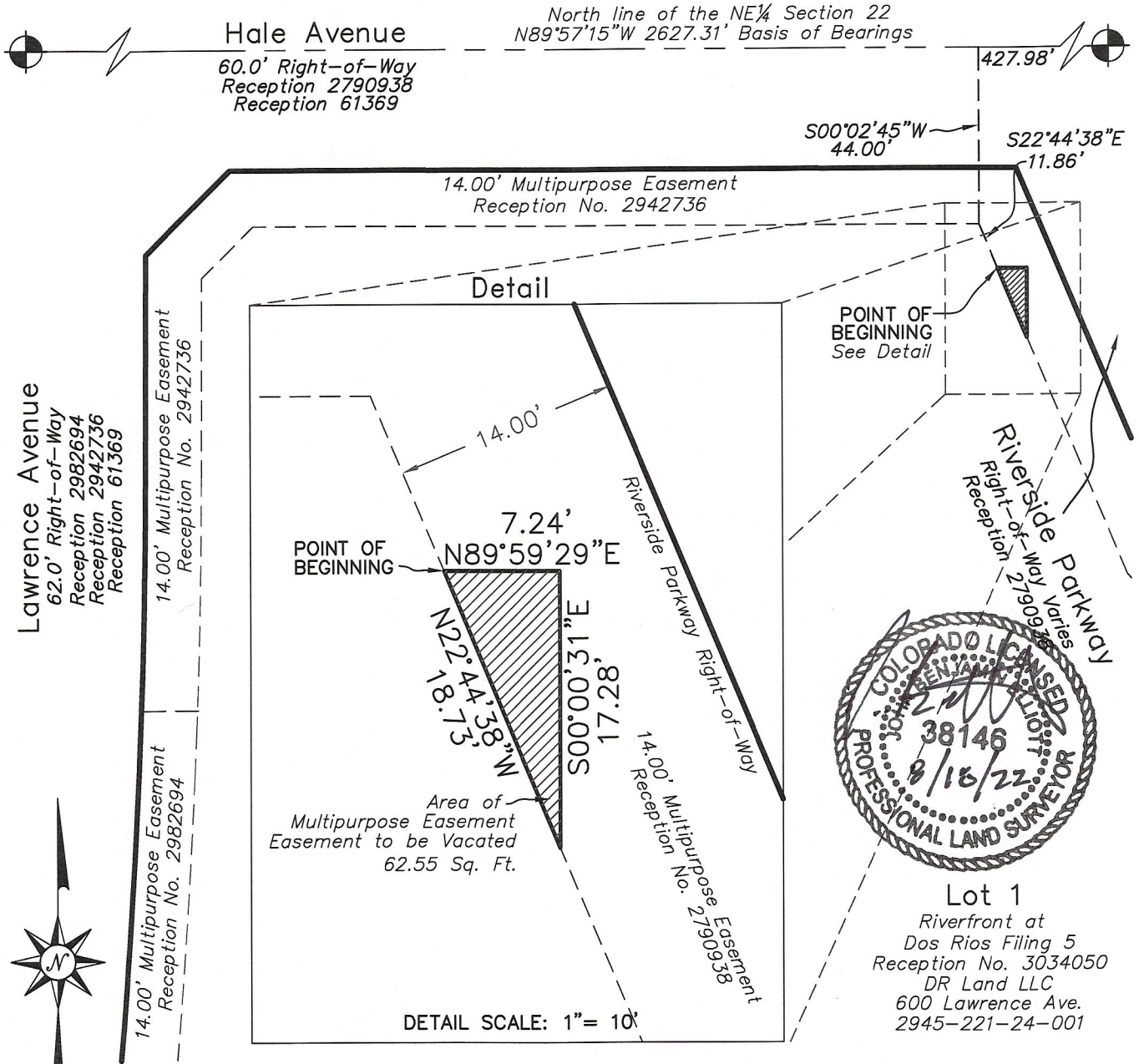
21-123 Lot 12_Exhibit A.doc
Prepared By: BE
J. Ben Elliott, PLS 38146
High Desert Surveying, Inc.
1673 Highway, 50 Unit C
Grand Junction, CO 81503

EXHIBIT B

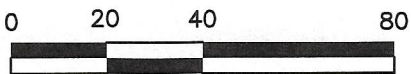
Lot 1, Dos Rios Filing 5 Easement Vacation

NW Corner NE $\frac{1}{4}$
Section 22
T1S, R1W, Ute Meridian
2" Mesa County Brass Cap
MCSM 527
Flush with Surface
(MC GIS/GPS Monument Sheet)

NE Corner
Section 22
T1S, R1W, Ute Meridian
2 $\frac{1}{2}$ " Mesa County Brass Cap
MCSM 828-1
Flush with Surface
(MC GIS/GPS Monument Sheet)
POINT OF COMMENCEMENT



SCALE: 1" = 40'



High Desert Surveying, LLC

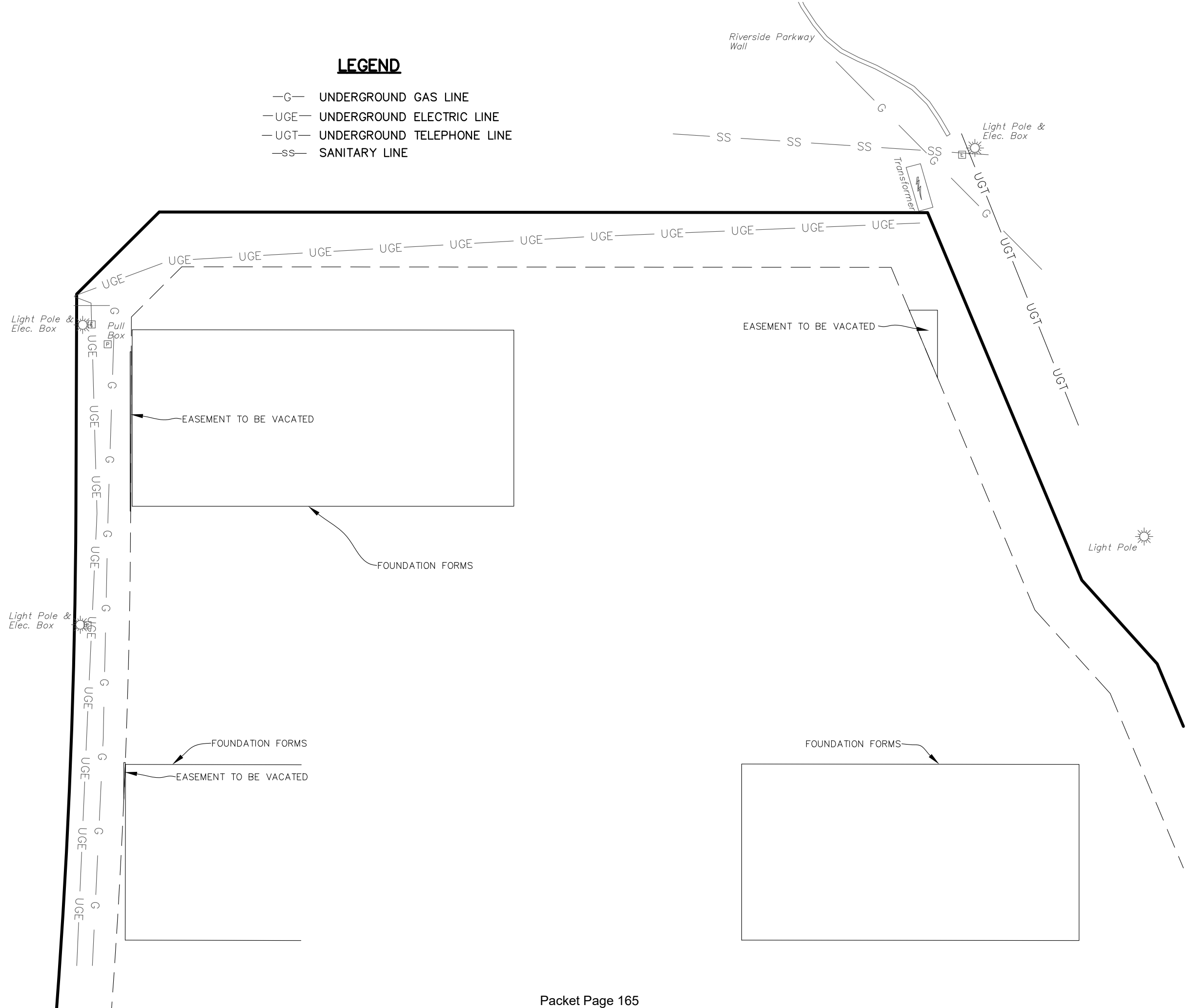
1673 Highway 50 Unit C
Grand Junction, Colorado 81503

Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 21-123	Surveyed	Drawn	APP'D	SHEET	OF
DATE: June, 2022	BO/SG	BE	BE	1	1

LEGEND

- G- UNDERGROUND GAS LINE
- UGE- UNDERGROUND ELECTRIC LINE
- UGT- UNDERGROUND TELEPHONE LINE
- ss- SANITARY LINE



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION VACATING A PUBLIC EASEMENT WITHIN THE DOS RIOS
DEVELOPMENT ALONG THE RIVERSIDE PARKWAY LOCATED AT 600
LAWRENCE AVENUE**

Recitals:

DR Land LLC has requested the vacation of a public easement for, and in anticipation of, construction of a support post for a second-story deck on Unit #12, of the Crawford Row Townhome development within the Dos Rios Planned Development. The easement does not align with any existing or planned roadways and does not contain any public infrastructure.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code (Code) and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate certain public easement conveyed at Reception No. 2790938 Mesa County Clerk and Recorders Records, is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED AND DEDICATED MULTIPURPOSE EASEMENT IS HEREBY VACATED.

A parcel of land lying in the Northeasterly portion of Lot 1, Dos Rios Filing 5, as shown on plat recorded at Reception Number 3034050, Mesa County records and being located in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 22, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

COMMENCING at the Northeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 22, Township 1 South, Range 1 West, Ute Meridian, whence the Northwest Quarter of said NE $\frac{1}{4}$ bears N89°57'15"W, a distance of 2627.31 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence along the North line of said NE $\frac{1}{4}$ N89°57'15"W, a distance of 427.98 feet; thence S00°02'45"W, a distance of 44.00 feet to a point of the South line of a 14 foot Multipurpose Easement as Recorded at Reception Number 2942736; thence along said multipurpose easement line, S22°44'38"E, a distance of 11.86 feet to the POINT OF BEGINNING; thence N89°59'29"E, a distance of 7.24 feet; thence S00°00'31"E, a distance of 17.28 feet returning to a point on said Multipurpose Easement line; thence along said Multipurpose Easement line, N22°44'38"W, a distance of 18.73 feet the POINT OF BEGINNING.

Said parcel containing an area of 62.55 Square Feet, as herein described.

See Exhibit 2.

Commented [JS1]: Exhibit 2 to what? Is the exhibit to be incorporated by reference?

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:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council

DRAFT



Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: September 7, 2022
Presented By: John Shaver, City Attorney
Department: City Council
Submitted By: John Shaver

Information

SUBJECT:

A Resolution Setting a Title and Submitting to the Electorate on November 8, 2022, a Measure to Increase the Lodging Tax by One Percent (1%) for Affordable Housing in the City of Grand Junction

RECOMMENDATION:

Adopt and approve the resolution setting a title and submitting to the electorate on November 8, 2022, a ballot question to impose an excise tax of 8% on the amount charged for short-term rentals to fund affordable housing in the City of Grand Junction.

EXECUTIVE SUMMARY:

At its August 1, 2022, work session, the City Council discussed the shortage of affordable housing in the City as well as strategies for funding affordable housing programs. One such strategy is to impose an excise tax on short-term rentals. Under Colorado law, any ballot issue to increase taxes is considered and decided by voters.

BACKGROUND OR DETAILED INFORMATION:

This resolution sets a ballot question to increase the lodging tax one percent (1%) and to seek voter authorization for the City of Grand Junction to retain and spend the tax revenue for the use and benefit of housing programs in the City, as determined by the City Council to be necessary, advantageous, and beneficial to the provision of affordable, workforce housing. Because the lodging tax is almost universally paid by business and leisure travelers, it imposes little if any burden on City residents.

FISCAL IMPACT:

This action does not have direct fiscal impact. However, if the voters authorize a 1% lodging tax for affordable housing, the estimated annual revenue is \$1,030,000. Under TABOR, the City is required to provide an estimate of the first fiscal year of revenues in the ballot question. If actual first year revenues exceed that amount, then it triggers a refund of those excess funds. Therefore, when providing the estimate for the purposes of the ballot question, staff allowed an estimation margin resulting in the total estimation of first year revenue.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 71-22, a resolution setting a title and submitting to the electorate on November 8, 2022, a ballot question to increase the lodgers tax 1% to fund affordable housing in the City of Grand Junction and publish in pamphlet form.

Attachments

1. RES-Lodgers Tax 1% Increase for Housing 090722 v2

1 RESOLUTION NO. 71-22
2 A RESOLUTION SETTING A TITLE AND SUBMITTING TO THE ELECTORATE ON
3 NOVEMBER 8, 2022 A MEASURE TO INCREASE THE LODGING TAX BY ONE PERCENT (1%)
4 FOR AFFORDABLE HOUSING IN THE CITY OF GRAND JUNCTION AND RETAIN AND SPEND
5 ALL THE TAX REVENUE AS DEFINED BY ARTICLE X, SECTION 20 OF THE COLORADO
6 CONSTITUTION
7 RECITALS.

8 In 1988 the City Council of the City of Grand Junction adopted Ordinance 2401
9 Creating the Grand Junction Visitors and Convention Bureau (VCB). Since January 1,
10 1989, the VCB (now known as Visit Grand Junction) has capably served the City and
11 the region by providing destination marketing, promotion, and visitor services. With
12 Ordinance 2401/People's Ordinance 34, the City imposed a 3% tax on the price paid for
13 "lodging," which is defined as the providing of the right to use or possess, for
14 consideration, any room, or rooms for temporary occupancy, such as, but not limited
15 to; a room in a hotel, guesthouse, hotel apartment and lodging houses, motel, ranch,
16 resort, mobile home, mobile home park, bed and breakfast establishment, movable
17 structure, auto camp, trailer court, inn, hostel or park under any concession, permit,
18 right of access, lease, contract, license to use or other arrangement or otherwise, but
19 shall not include rentals under a written agreement for occupancy for a period of 30
20 consecutive days or more.

21 The revenues derived from such lodging tax are used exclusively for promoting and
22 marketing tourism and tourism-related activities.

23 In 2018 voters approved ballot measure 2A which increased the lodgers' tax by 3% to
24 fund additional and new promotion and marketing for travel and tourism-related
25 activities including, but not limited to, sports-related tourism and support for direct air
26 service in Grand Junction.

27 While people employed in the hospitality and tourism industry, among others, are often
28 lower paid, but tend to be upwardly mobile, there is a generalized shortage of
29 affordable, workforce

30 housing and in response to that need this resolution sets a ballot question to increase
31 the lodging tax one percent (1%) and to seek voter authorization for the City of Grand
32 Junction to retain and spend the tax revenue for the use and benefit of housing
33 programs in the City, as determined by the City Council to be necessary,
34 advantageous and beneficial to the provision of affordable, workforce housing.
35 Because the lodging tax is almost universally paid by business and leisure travelers, it
36 imposes little if any burden on City residents.

37 NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
38 GRAND JUNCTION THAT:

39 1. The purpose of this resolution (Resolution) is to authorize the submission to the
40 eligible electors voting at the election to be held on November 8, 2022
41 (the Election), a ballot question to enact, levy and impose an increase in the Lodgers
42 Tax of 1% (for a total Lodgers Tax of 7%) on the price paid for the leasing or
43 rental of any occupied hotel room, motel room, lodging house, bed and breakfast,
44 short term rental, and other accommodation with the revenue derived from the tax
45 being used exclusively for developing, funding, and implementing in accordance with
46 the ordinances of the City of Grand Junction and this resolution and ballot question
47 affordable housing. The one percent (1%) increase shall be referred to
48 herein as the *Lodgers Tax Increase for Housing*.

49 2. If approved by the eligible electors voting thereon, the *Lodgers Tax Increase for*
50 *Housing* shall be a voter-approved revenue change or an exception to limits on
51 revenues and spending, without limiting the collection or spending of any other
52 revenues or funds by the City under Article X, Section 20 of the Constitution of the State
53 of Colorado (TABOR) or any other law.

54 3. If approved by the eligible electors voting thereon at the Election, the *Lodgers*
55 *Tax Increase for Housing* shall become effective on January 1, 2023.

56 4. If not approved, the Lodgers Tax of 6% will remain in effect and remain an
57 exception to the limits on revenues and spending under Article X, Section 20 of
58 the Colorado Constitution (TABOR), having been imposed prior to the enactment of

59 TABOR.

60 5. The definitions of the words contained in this Resolution, if not specifically
61 defined herein, shall be as set forth in the Grand Junction Municipal Code
62 (GJMC), which definitions are incorporated by reference into this Resolution as if
63 fully set forth and as amended from time to time. The term "City" includes all lands
64 within the corporate limits of the City of Grand Junction and all lands duly and lawfully
65 annexed to the City.

66 6. At the time of making a tax return of the Lodgers Tax, every owner of every
67 lodging property shall continue to be entitled to withhold a processing fee
68 to cover the expenses for the collection and remittance of the Lodgers Tax in
69 accordance with GJMC 3.08.010 *et. seq.*; however, because the cost of
70 processing is not expected to increase, no such processing fee shall apply to this
71 *1% Lodgers Tax Increase for Housing* amount.

72 7. Except for the foregoing change regarding the Vendors Fee, for the purposes of
73 applicability, exemptions, collection, administration, and enforcement of this
74 Resolution and the Lodgers Tax as amended, the provisions of GJMC 3.08.010 *et. seq.*,
75 as amended from time to time, shall be deemed applicable and incorporated into
76 this Resolution.

77 8. Effective January 1, 2023, the City shall budget and expend the revenue generated
78 from the *Lodgers Tax Increase for Housing* for the following purposes:

- 79 a) acquisition, developing, funding, and implementing in accordance with the
80 ordinances of the City and this Resolution and ballot question, affordable housing
81 projects, programs, and related administration, creating programs that facilitate the
82 development of partnerships among non-profits, the private sector, and governments
83 for the acquisition, development, operation, maintenance, and other actions to
84 provide affordable housing; and,
- 85 b) funding homeownership assistance, shared and sweat equity programs and
86 other programs to facilitate homeownership; and,
- 87 c) implementing the City's Housing Strategy, as may be amended, and,

88 d) any other actions and programs not inconsistent with these purposes and in
89 accordance with and pursuant to the City Council's definition and description of
90 the terms, conditions, and circumstances of, and for the budgeting for, the
91 expenditure of the revenue.

92 9. To promote, develop and obtain affordable housing, as generally described above
93 and as further defined and described by City Council, the City Council may annually
94 budget and expend funds or may accrue funds, subject to annual appropriation, for
95 specific housing project(s); however, allocated in each and every year after *Lodgers*
96 *Tax Increase for Housing* becomes effective, with all revenue derived from the tax
97 being used solely for the purposes described herein and as determined by the City
98 Council to be consistent herewith.

99 10. At the general election, to occur on November 8, 2022, the official ballot, including
100 absentee and mail ballots, shall state the substance of the question to be voted upon
101 and so stated shall constitute the ballot title, designation, and submission clause, and
102 each registered elector voting at the election shall indicate his or her choice on the
103 question submitted, which shall be in the following form:

104 SHALL CITY OF GRAND JUNCTION LODGING TAX BE INCREASED BY \$ 1,030,000.00
105 ANNUALLY IN THE FIRST YEAR (2023), AND BY WHATEVER ADDITIONAL AMOUNTS ARE
106 RAISED ANNUALLY THEREAFTER, BY THE ADOPTION OF AN ADDITIONAL ONE PERCENT
107 (1%) TAX ON THE PRICE PAID FOR LODGING IN THE CITY, WITH THE ADDITIONAL ONE
108 PERCENT (1%) LODGING TAX BEING COLLECTED IN THE SAME MANNER AS THE CITY'S
109 LODGING TAX, AS AMENDED TO 2018, WITH ALL OR ANY PORTION OF THE NET PROCEEDS
110 OF ADDITIONAL 1% LODGING TAX, ACQUIRING LAND AND/OR BUILDINGS,
111 DEVELOPING, FUNDING, MAINTAINING, AND OPERATING AFFORDABLE HOUSING
112 PROJECT(S) AND AFFORDABLE HOUSING RELATED PROGRAM(S) AS THE SAME MAY BE
113 DEFINED BY THE CITY, WHETHER FOR THE CITY AND/OR IN COLLABORATION WITH NON-
114 PROFIT(S), THE PRIVATE SECTOR, AND OTHER GOVERNMENT(S), SO LONG AS THE
115 PROJECTS AND/OR PROGRAMS ARE CONSISTENT WITH AND IMPLEMENT THE CITY'S
116 ADOPTED HOUSING STRATEGIES, AS MAY BE AMENDED, AND FOR OTHER ACTIONS AND

117 PROGRAMS NOT INCONSISTENT WITH THESE PURPOSES, AND SHALL THE REVENUES
118 GENERATED BY SUCH TAX INCREASE AND PROCEEDS BE COLLECTED AND SPENT BY THE
119 CITY AS A VOTER APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING,
120 REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION
121 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

122 _____YES _____ NO

123
124 11. The ballot title is set based upon the requirements of the Colorado Constitution and
125 the City Charter, all State statutes that might otherwise apply are hereby superseded to
126 the extent of any inconsistencies or conflicts and, pursuant to Section 31-11-102, C.R.S.,
127 is an alternative to the provisions of State law. Any inconsistency or conflict is intended
128 by the City Council and shall be deemed made pursuant to the authority of Article XX
129 of the Colorado Constitution and the Charter.

130 11. Pursuant to Sections 31-10-1308, and 1-11-203.5 C.R.S., any election contest arising
131 out of a ballot issue or ballot question election concerning the order of the ballot or the
132 form or content of the ballot title shall be commenced by petition filed with the proper
133 court within five days after the title of the ballot issue or ballot question is set, and for
134 contest concerning the order of a ballot, within five days after the ballot order is set by
135 the County Clerk.

136 12. The officers of the City are hereby authorized and directed to take all action
137 necessary or appropriate to effectuate the provisions of this resolution.

138 13. If any section, paragraph, clause, or provision of this resolution shall for any reason
139 be held to be invalid or unenforceable, the invalidity or unenforceability of such
140 section, paragraph, clause, or provision shall in no manner affect any remaining
141 provisions of this resolution, the intent being that the same are severable.

142 APPROVED AND ADOPTED this 7TH day of September 2022.

143 _____
144 Anna M. Stout
145 President of the City Council

146

147 ATTEST:

148 _____

149 Amy Phillips

150 City Clerk



Grand Junction City Council

Regular Session

Item #6.b.

Meeting Date: September 7, 2022
Presented By: John Shaver, City Attorney
Department: City Council
Submitted By: John Shaver

Information

SUBJECT:

A Resolution Setting a Title and Submitting to the Electorate on November 8, 2022, a Measure to Impose an Excise Tax of Eight Percent (8%) on the Amount Charged for Short-Term Rentals for Affordable Housing in the City of Grand Junction

RECOMMENDATION:

Adopt and approve the resolution setting a title and submitting to the electorate on November 8, 2022, a ballot question to impose an excise tax of 8% on the amount charged for short-term rentals to fund affordable housing in the City of Grand Junction.

EXECUTIVE SUMMARY:

At its August 1, 2022, work session, the City Council discussed the shortage of affordable housing in the City as well as strategies for funding affordable housing programs. One such strategy is to impose an excise tax on short-term rentals. Under Colorado law, any ballot issue to increase taxes is considered and decided by voters.

BACKGROUND OR DETAILED INFORMATION:

Short-term rentals of residential properties in Grand Junction have become more popular and, accordingly, fewer homes and other residences are available for long-term rental. The increased popularity of short-term rentals in the City has impacted both the availability and the price of long-term rentals, which coupled with higher prices on "for sale" homes have resulted in those in middle and lower-middle income brackets being unable to find housing that is affordable. Both the availability and affordability gaps in turn create pressure on employers because employees require higher wages to sustain a reasonable quality of life and/or are unable to continue to work for the wages that the employer can afford to pay. It is all too common that businesses, governments, and other employers are unable to recruit and/or retain employees who are necessary to

provide adequate public service and private goods and services, because of the shortage of affordable housing. The City Council therefore is considering referring to the November 8, 2022, election a ballot measure to impose an excise tax of 8% of the amount charged for short-term rentals, as defined by the Grand Junction Municipal Code, including any off premise short-term rental used by any lodging business that does not pay a commercial property tax rate, with the revenue derived from the excise tax being allocated to provide long-term, workforce, or attainable/affordable housing and to fund other housing projects at City Council's discretion.

FISCAL IMPACT:

This action does not have direct fiscal impact. However, if the voters authorize an 8% excise tax on short term rentals for affordable housing, the estimated annual revenue is \$325,000. Under TABOR, the City is required to provide an estimate of the first fiscal year of revenues in the ballot question. If actual first year revenues exceed that amount, then it triggers a refund of those excess funds. Therefore, when providing the estimate for the purposes of the ballot question, staff allowed an estimation margin resulting in the total estimation of first year revenue.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 72-22, a resolution setting a title and submitting to the electorate on November 8, 2022, a ballot question to impose an excise tax of 8% on the amount charged for short-term rentals to fund affordable housing in the City of Grand Junction and publish in pamphlet form.

Attachments

1. RES-STR Tax for Housing 090722

1 RESOLUTION NO. 72-22

2

3 A RESOLUTION SETTING A TITLE AND SUBMITTING TO THE ELECTORATE ON
4 NOVEMBER 8, 2022, A MEASURE TO IMPOSE AN EXCISE TAX OF EIGHT PERCENT (8%) ON
5 THE AMOUNT CHARGED FOR SHORT-TERM RENTALS FOR AFFORDABLE HOUSING IN THE
6 CITY OF GRAND JUNCTION AND RETAIN AND SPEND ALL THE TAX REVENUE AS DEFINED
7 BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION

8

9 RECITALS.

10 Short-term rentals of residential properties in Grand Junction have become more
11 popular and accordingly fewer homes and other residences are available for long-
12 term rental and owner-occupied housing. The increased popularity of short-term rentals
13 in the City has impacted both the availability and the price of long-term rentals and
14 home ownership, which coupled with increasing home prices on "for sale" homes have
15 resulted in middle- and lower-income people being unable to find housing that is
16 affordable.

17 Both the availability and affordability gaps in turn create pressure on employers
18 because employees require higher wages to sustain a reasonable quality of life and/or
19 are unable to continue to work for the wages that the employer can afford to pay. It is
20 all too common that businesses, governments, and other employers are unable to
21 recruit and/or retain employees, which are necessary to provide adequate public
22 service and private goods and services, directly related to the lack of available
23 affordable housing.

24 The City Council therefore finds it necessary to impose an excise tax of 8% on the
25 amount charged for short-term rentals, as defined by the Grand Junction Municipal
26 Code (GJMC), including any short-term rental that does not pay a commercial
27 property tax rate, with the revenue derived from the excise tax being allocated to
28 provide long-term, workforce, or attainable/affordable housing as defined by the City
29 Council and/or to fund such housing projects at City Council's discretion.

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

1. The purpose of this resolution (Resolution) is to authorize the submission to the eligible electors voting at the election to be held on the first Tuesday of November 2022 (the Election), a ballot question to enact, levy and impose an excise tax at a rate of 8%, which shall be in addition applicable sales and lodgers' taxes, on the price paid for the letting, rental or other right to occupy any short-term rental in the City of Grand Junction, with the revenue derived from the excise tax being used exclusively for developing, funding, and implementing in accordance with the ordinances of the City of Grand Junction and this Resolution and ballot question affordable housing. The eight percent (8%) excise tax shall be referred to herein as the *Short-term Rental Tax for Housing*.

2. If approved by the eligible electors voting thereon, the *Short-term Rental Tax for Housing* shall be a voter-approved revenue change or an exception to limits on revenues and spending, without limiting the collection or spending of any other revenues or funds by the City under Article X, Section 20 of the Constitution of the State of Colorado (TABOR) or any other law.

3. If approved by the eligible electors voting thereon at the November 8, 2022, election, the *Short-term Rental Tax for Housing* shall become effective on January 1, 2023.

4. The definitions of the words contained in this Resolution, if not specifically defined herein, shall be as set forth in the Grand Junction Municipal Code (GJMC), which definitions are incorporated by reference into this Resolution as if fully set forth and as amended from time to time. The term "City" includes all lands within the corporate limits of the City of Grand Junction and all lands duly and lawfully annexed to the City.

5. At the time of making a tax return of the *Short-term Rental Tax for Housing* (which shall be the same as the time for making a sales tax return) every owner of a short-term rental shall not be entitled to withhold an additional processing fee for the expense of

59 the collection and remittance of the *Short-term Rental Tax for Housing*.

60 6. Except for the foregoing change regarding the Vendors Fee, for the purposes of
61 applicability, exemptions, collection, administration, and enforcement of this
62 Resolution and the Lodgers Tax as amended, the provisions of GJMC 3.08.010 *et. seq.*,
63 as amended from time to time, shall be deemed applicable and incorporated into
64 this Resolution.

65 7. Effective January 1, 2023, the City shall budget and expend the revenue generated
66 from the Short-term Rental excise tax for the following purposes:

67 a) acquisition, developing, funding, and implementing in accordance with the
68 ordinances of the City and this Resolution and ballot question,
69 affordable housing projects, programs, and related administration, creating
70 programs that facilitate the development of partnerships among non-
71 profits, the private sector, and governments for the acquisition, development,
72 operation, maintenance, and other actions to provide affordable housing; and,
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79 b) funding homeownership assistance, shared and sweat equity programs and
80 other programs to facilitate homeownership; and,
81
82

83 c) implementing the City's Housing Strategy, as may be amended, and,
84

85 d) any other actions and programs not inconsistent with these purposes and in
86 accordance with and pursuant to the City Council's definition and description of
87 the terms, conditions, and circumstances of, and for the budgeting for, the
88 expenditure of the revenue.
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92 8. To promote, develop and obtain affordable housing, as generally described above
93 and as further defined and described by City Council, the City Council may annually
94 budget and expend funds or may accrue funds, subject to annual appropriation, for
95 specific housing project(s); however, allocated in each and every year after the *Short-*

96 term Rental Tax for Housing becomes effective, with all revenue derived from the tax
97 being used solely for the purposes described herein and as determined by the City
98 Council to be consistent herewith.

99 9. At the general election, to occur on November 8, 2022, the official ballot, including
100 absentee and mail ballots, shall state the substance of the question to be voted upon
101 and so stated shall constitute the ballot title, designation, and submission clause, and
102 each registered elector voting at the election shall indicate his or her choice on the
103 question submitted, which shall be in the following form:

104
105 SHALL CITY OF GRAND JUNCTION TAXES BE INCREASED BY \$325,000.00 ANNUALLY
106 IN THE FIRST YEAR (2023), AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED
107 ANNUALLY THEREAFTER BY THE ADOPTION OF AN EIGHT PERCENT (8%) EXCISE TAX
108 ON THE PRICE PAID FOR SHORT TERM RENTAL ACCOMMODATIONS IN THE CITY,
109 WITH ALL OR ANY PORTION OF THE NET PROCEEDS OF THE EXCISE TAX ON SHORT
110 TERM RENTAL ACCOMMODATIONS, AS DETERMINED BY THE CITY COUNCIL, BEING
111 COLLECTED, RETAINED AND SPENT FOR ACQUIRING LAND AND/OR BUILDINGS,
112 DEVELOPING, FUNDING, MAINTAINING, AND OPERATING AFFORDABLE HOUSING
113 PROJECT(S) AND AFFORDABLE HOUSING RELATED PROGRAM(S) AS THE SAME
114 MAY BE DEFINED BY THE CITY, WHETHER FOR THE CITY AND/OR IN
115 COLLABORATION WITH NON-PROFIT(S), THE PRIVATE SECTOR, AND OTHER
116 GOVERNMENT(S), SO LONG AS THE PROJECTS AND/OR PROGRAMS ARE
117 CONSISTENT WITH AND IMPLEMENT THE CITY'S ADOPTED HOUSING STRATEGIES, AS
118 MAY BE AMENDED, AND FOR OTHER ACTIONS AND PROGRAMS NOT
119 INCONSISTENT WITH THESE PURPOSES, AND SHALL THE REVENUES GENERATED
120 BY SUCH TAX INCREASE AND PROCEEDS BE COLLECTED AND SPENT BY THE CITY AS
121 A VOTER APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING,
122 REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION
123 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

124 _____ YES _____ NO

125 10. The ballot title is set based upon the requirements of the Colorado Constitution and
126 the City Charter, all State statutes that might otherwise apply are hereby superseded to
127 the extent of any inconsistencies or conflicts and, pursuant to Section 31-11-102, C.R.S.,
128 is an alternative to the provisions of State law. Any inconsistency or conflict is intended
129 by the City Council and shall be deemed made pursuant to the authority of Article XX
130 of the Colorado Constitution and the Charter.

131 11. Pursuant to Sections 31-10-1308, and 1-11-203.5 C.R.S., any election contest arising
132 out of a ballot issue or ballot question election concerning the order of the ballot or the
133 form or content of the ballot title shall be commenced by petition filed with the proper
134 court within five days after the title of the ballot issue or ballot question is set, and for
135 contest concerning the order of a ballot, within five days after the ballot order is set by
136 the County Clerk.

137 12. The officers of the City are hereby authorized and directed to take all action
138 necessary or appropriate to effectuate the provisions of this resolution.

139 13. If any section, paragraph, clause, or provision of this resolution shall for any reason
140 be held to be invalid or unenforceable, the invalidity or unenforceability of such
141 section, paragraph, clause, or provision shall in no manner affect any remaining
142 provisions of this resolution, the intent being that the same are severable.

143

144 APPROVED AND ADOPTED this 7th day of September 2022.

145

146 _____
147 Anna M. Stout
148 President of the City Council

149

150 ATTEST:

151 _____
152 Amy Phillips
153 City Clerk



Grand Junction City Council

Regular Session

Item #6.c.

Meeting Date: September 7, 2022
Presented By: Tamra Allen, Community Development Director
Department: Community Development
Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

A Resolution Creating An Affordable Housing Production Incentive for Affordable For Sale and For Rent Units in the City of Grand Junction

RECOMMENDATION:

Staff recommends approval of the incentive.

EXECUTIVE SUMMARY:

At the August 1, City Council workshop, a potential incentive for the production of affordable housing units was discussed. With the direction garnered from that discussion, staff has prepared a resolution for consideration that provides an incentive with the purpose of encouraging the development, both by non-profit and for-profit developers, of affordable housing units anywhere within the City of Grand Junction.

BACKGROUND OR DETAILED INFORMATION:

At the August 1, City Council workshop, a potential incentive for the production of affordable housing units was discussed. With the direction garnered from that discussion, staff has prepared a resolution for consideration that provides an incentive with the purpose of encouraging the development, both by non-profit and for-profit developers, of affordable housing units anywhere within the City of Grand Junction.

This incentive would waive all development impact fees (Transportation Capacity Payment or TCP, police, fire, parks) and plant investment fees (water, sewer) for units that are Affordable at 60% AMI or below for rental housing and 80% AMI and below for unit for sale. The incentive requires a commitment to maintaining the affordability of the unit for at least 30 years, which is consistent with industry standards. The 60% AMI or below for rental housing and 80% AMI and below for units for sale is consistent with the City's more acute needs for housing. For the purposes of this incentive, waiver means the

City will backfill the lost revenue from the fees that would otherwise be due.

The applicability and incentive is provided, as follows and the attached resolution (specifically Attachment A) provides the administrative procedures related to this incentive. The incentive is proposed to become effective immediately upon adoption and applications to utilize the incentive would be opened within 60 days or less from the effective date of the incentive.

1. Upon application and a determination by the City that an Affordable Housing project has or will be able to conform to the Grand Junction Municipal Code, the City Manager is authorized to waive applicable Development Impact Fees (TCP, police, fire, parks) and Plant Investment Fees (water, sewer) collectively referred to as "Fees" for the Affordable Housing units that have an affordability term of at least 30 years and are determined by the City to be "affordable" as defined and described below.

a. Affordable For Sale Units

- For sale units at 80% AMI or below receive Fee waivers.

b. Affordable For Rent Units

- For rent units at 60% AMI or below receive Fee waivers.
- A Project providing at least one (1) Affordable rental unit that comprise at least 10% of rental units at 60% AMI receive a 30% Fee waiver for the Project or that part of a mixed-use Project that is residential.
- A Project providing at least two (2) Affordable rental units that comprise at least 20% of rental units at 60% AMI receive a 50% Fee waiver for the Project or that part of a mixed-use Project that is residential.

2. Without further action by the City Council, the Affordable Housing Production Incentive shall expire on December 31, 2025.

Utilizing this incentive, a housing project that is entirely Affordable would have all impact fees and PIFs waived. For a mixed-income housing project that delivers at least 10% of their project as affordable units, impact fees and plant investment fees would be reduced by 30% for the entire project. Below is a table showing a mixed-income example project including 168 units of which 17 units (10%) are Affordable units. This example includes a project that is outside of the City's existing Redevelopment Area. School Impact fees are collected and passed through on behalf of School District #51 and are therefore not waived.

168 Unit Project-10 Percent (17) Affordable Units Incentive				
Fee Type	Current/Unit	Fees Before Incentive	30% Fee Reduction for 10 Percent Affordable Units	Net Fee After Incentive
TCP	\$ 2,464	\$ 413,952	\$ 124,186	\$ 289,766
Parks	\$ 692	\$ 116,256	\$ 34,877	\$ 81,379
Police	\$ 200	\$ 33,600	\$ 10,080	\$ 23,520
Fire	\$ 467	\$ 78,456	\$ 23,537	\$ 54,919
Water**		\$ 107,710	\$ 32,313	\$ 75,397
Sewer**		\$ 758,843	\$ 227,653	\$ 531,190
School Impact		\$ 154,560	\$ -	\$ 154,560
Open Space		\$ 230,000	\$ -	\$ 230,000
TOTAL FEES		\$ 1,893,377		\$ 1,440,732
Total Incentive			\$ 452,645	
Incentive per Affordable Unit (17)			\$ 26,626	

** Water and Sewer Plant Investment Fees are estimated based on similar projects.

A second mixed-income project example (as shown below) reflects a housing project that delivers less than 10% of their project as Affordable. In this case, impact fees and plant investment fees for each Affordable unit would be waived, using a project of 168 units, but with only 15 Affordable units.

168 Unit Project-15 Affordable Units				
Fee Type	Current/Unit	Fees Before Incentive	100% Waiver for each Affordable Unit	Net Fee After Incentive
TCP	\$ 2,464	\$ 413,952	\$ 36,960	\$ 376,992
Parks	\$ 692	\$ 116,256	\$ 10,380	\$ 105,876
Police	\$ 200	\$ 33,600	\$ 3,000	\$ 30,600
Fire	\$ 467	\$ 78,456	\$ 7,005	\$ 71,451
Water		\$ 107,710	\$ 9,077	\$ 98,633
Sewer		\$ 758,843	\$ 63,947	\$ 694,896
School Impact		\$ 154,560	\$ -	\$ 154,560
Open Space		\$ 230,000	\$ -	\$ 230,000
TOTAL FEES		\$ 1,893,377		\$ 1,763,008
Total Incentive			\$ 130,369	
Incentive per Affordable Unit (15)			\$ 7,669	

This incentive could be simultaneously applied or “stacked” for a project with other incentives that may be offered by the City. Other public incentives may also be secured through the DDA. Both Impact Fee and Plant Investment Fee waivers require the City to backfill the lost revenue from the fees. Staff recommends establishing, as part of the annual budget, a line item to pay fees for projects that may utilize this incentive.

FISCAL IMPACT:

The fiscal impact of this incentive will range depending on the utilization and Affordable Units proposed within any given year. Staff has included two examples of hypothetical projects within the report. Both Impact Fee and Plant Investment Fee waivers require the City to backfill the lost revenue from the fees that would otherwise be due. Staff recommends establishing, as part of the annual budget, funding to pay fees for projects that may utilize this incentive. The funding resources for this incentive could include General Fund and/or revenue from a dedicated tax revenue. In the 2022 budget Council authorized \$1,000,000 towards a housing effort, those funds could be utilized for this incentive moving forward and increased by additional voter authorized revenue.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 73-22, a resolution adopting an affordable housing production incentive.

Attachments

1. Public Comment - Chamber of Commerce
2. Affordable Rent Mesa County 2022
3. AMI Breakdown
4. CHFA Rent and Income Limits 2022
5. RES-Affordable Housing Production Incentive 083022 vFinal



Memo to: Greg Caton and Tamra Allen
From: Grand Junction Area Chamber of Commerce Board
Date: August 18, 2022
Subject: City Infill and Affordable Housing Incentives

The Chamber Board of Directors reviewed the City Infill and Affordable Housing Incentives as proposed to City Council at their board meeting this morning. Overall, the board is very pleased that such an incentive program being established for infill/redevelopment and affordable housing.

While there were no comments regarding the infill/redevelopment incentives the board did have some concerns about the affordable housing incentive. Specifically, the board expressed that the definition of affordable housing being defined as up to 60% of AMI may be too narrow, particularly in addressing the needs of workers. While area wages have been growing the costs of housing have been growing even faster.

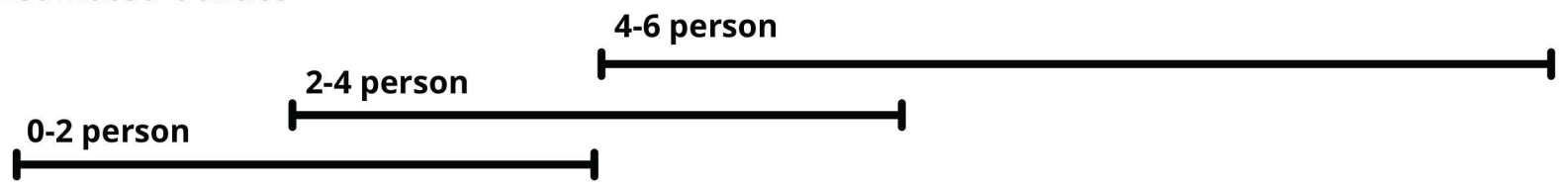
The suggestion from the board was to provide a more graduated scale of incentives based on the AMI of the units being deemed affordable housing. While realizing this may complicate the calculations and administration of this incentive it would also benefit a greater population and encourage diversity in housing stock. By way of example based on the chart in the draft incentive, continue to provide the 30% reduction in fees for ten units at 60% of AMI, then add a 20% reduction in fees for ten units at up to 75% of AMI and a 10% reduction for ten units at up to 95% of AMI.

This is still consistent with the existing policy statement found in the Impact Fee section of GJMC (21.11.010(K)) that provides “To promote the provision of low-**moderate** income housing in the City, the City Council may agree in writing to pay some, or all of the impact fees imposed on a proposed low- **or moderate**- income...”

Thank you for allowing us to comment on the proposed City Infill and Affordable Housing Incentives draft and for your commitment to addressing infill/redevelopment and affordable housing.

Affordable Rent* at Different AMI Percentages in Mesa County

*All Costs Include Rent + Estimated Utilities



	0 bed	1 bed	2 bed	3 bed	4 bed
30% AMI	\$432	\$462	\$555	\$641	\$715
50% AMI	\$720	\$771	\$925	\$1068	\$1192
60% AMI	\$864	\$925	\$1110	\$1282	\$1431
70% AMI	\$1008	\$1079	\$1295	\$1495	\$1669
80% AMI	\$1152	\$1234	\$1480	\$1710	\$1908
100% AMI	\$1440	\$1542	\$1850	\$2137	\$2385
120% AMI	\$1728	\$1851	\$2220	\$2565	\$2862
August '22 Market Rate (Existing Develop.)	\$895-\$950 (61%-66% AMI)	\$900-\$1100 (59%-71% AMI)	\$1100-\$1400 (59%- 76% AMI)	\$1660-\$2200 (78%-102% AMI)	\$2050-\$2950 (72%-123% AMI)
The Railyard	\$1210 (84% AMI)	\$1310 (85% AMI)	\$1700 (92% AMI)	\$1975 (92% AMI)	N/A
The Copper Village	N/A	\$1380 (90% AMI)	\$1745 (90% AMI)	N/A	N/A
The Eddy	N/A	\$1450-\$1460 (94%-95% AMI)	\$1775-\$1835 (96% - 99% AMI)	N/A	N/A

Mesa County Area Median Income

		1 person	2 person	3 person	4 person	5 person	6 person
CO Minimum Wage	30% AMI	\$17,280 / \$8.31 hourly	\$19,740 / \$9.49 hourly	\$22,200 / \$10.67 hourly	\$24,660 / \$11.86 hourly	\$26,640 / \$12.81 hourly	\$28,620 / \$13.76 hourly
Food Service, Healthcare Assistants, Daycare Providers, Teacher's Aides	50% AMI	\$28,800 / \$13.85 hourly	\$32,900 / \$15.82 hourly	\$37,000 / \$17.79 hourly	\$41,100 / \$19.76 hourly	\$44,400 / \$21.35 hourly	\$47,700 / \$22.93 hourly
Agriculture, Sales/Retail, EMTs	60% AMI	\$34,560 / \$16.62 hourly	\$39,480 / \$18.98 hourly	\$44,400 / \$21.35 hourly	\$49,320 / \$23.71 hourly	\$53,280 / \$25.62 hourly	\$57,240 / \$27.52 hourly
Teachers, Social Services	70% AMI	\$40,320 / \$19.38 hourly	\$46,060 / \$22.14 hourly	\$51,800 / \$24.90 hourly	\$57,540 / \$27.66 hourly	\$62,160 / \$29.88 hourly	\$66,780 / \$32.11 hourly
Firefighters, Construction	80% AMI	\$46,080 / \$22.15 hourly	\$52,640 / \$25.31 hourly	\$59,200 / \$28.46 hourly	\$65,760 / \$31.62 hourly	\$71,040 / \$34.15 hourly	\$76,320 / \$36.69 hourly
Nurses, Police Officers	100% AMI	\$57,600 / \$27.69 hourly	\$65,800 / \$31.63 hourly	\$74,000 / \$35.58	\$82,200 / \$39.52 hourly	\$88,800 / \$42.69 hourly	\$95,400 / \$45.87 hourly
Engineers, Legal, Management	120% AMI	\$69,120 / \$33.23 hourly	\$78,960 / \$39.96 hourly	\$88,800 / \$42.69	\$98,640 / \$47.42 hourly	\$106,560 / \$51.23 hourly	\$130,320 / \$62.65 hourly

D51 Teacher Salary Statistics

2022-23 Teacher Salary Schedule and Placement of New Hires

Base Pay Salary Schedule Range and Contract Days – Individual annual salaries are prorated based on FTE and number of contract days.

1. Teacher Base Pay Salary Schedule Range: \$43,665 –\$88,001 based on one (1) FTE at one hundred eighty eight (188) days.
2. Extended Contracts – Teachers contracted for more than the scheduled Work Year are determined by multiplying the per diem amount by the number of contracted days.

Current Teachers:

Current Salary

- + Master’s Degree supplement (if applicable)
- + Additional compensation (i.e. APLU, National Board, etc.)

New Teacher Placement:

Teachers are initially placed according to experience. Teachers new to the District may be granted up to 15 years of experience, provided the experience occurred within the last 20 years in accordance with the MVEA Agreement. The District will recognize one Master’s Degree for placement on the salary schedule.

Experience	
0	\$43,665.00
1	\$44,901.65
2	\$45,944.22
3	\$46,276.40
4	\$46,775.05
5	\$47,274.87
6	\$47,775.83
7	\$48,775.45
8	\$49,773.91
9	\$49,799.49
10	\$51,049.02
11	\$52,298.56
12	\$53,673.62
13	\$54,797.62
14	\$56,047.16
15	\$56,484.21

BLS Grand Junction

Table A. Occupational employment and wages by major occupational group, United States and the Grand Junction metropolitan area, and measures of statistical significance, May 2021

Major occupational group	Percent of total employment		Mean hourly wage		
	United States	Grand Junction	United States	Grand Junction	Percent difference (1)
Total, all occupations	100.0	100.0	\$28.01	\$24.77*	-12
Management	6.3	3.6*	59.31	53.14*	-10
Business and financial operations	6.4	5.0*	39.72	32.95*	-17
Computer and mathematical	3.3	1.2*	48.01	37.47*	-22
Architecture and engineering	1.7	1.3*	44.10	34.38*	-22
Life, physical, and social science	0.9	1.1*	38.81	34.85*	-10
Community and social service	1.6	1.9*	25.94	24.24*	-7
Legal	0.8	0.6*	54.38	41.15*	-24
Educational instruction and library	5.8	5.8	29.88	23.08*	-23
Arts, design, entertainment, sports, and media	1.3	1.1*	31.78	23.87*	-25
Healthcare practitioners and technical	6.2	8.5*	43.80	45.71*	4
Healthcare support	4.7	5.4*	16.02	16.05	0
Protective service	2.4	2.0*	25.68	26.38	3
Food preparation and serving related	8.0	9.9*	14.16	15.30*	8
Building and grounds cleaning and maintenance	2.9	3.2*	16.23	16.53*	2
Personal care and service	1.8	2.1*	16.17	16.21	0
Sales and related	9.4	11.6*	22.15	20.96*	-5
Office and administrative support	13.0	12.7*	20.88	19.66*	-6
Farming, fishing, and forestry	0.3	0.1*	16.70	18.58*	11
Construction and extraction	4.2	6.7*	26.87	23.68*	-12
Installation, maintenance, and repair	4.0	4.8*	25.66	24.79*	-3
Production	6.0	4.1*	20.71	19.96*	-4
Transportation and material moving	9.0	7.4*	19.88	19.26*	-3

(1) A positive percent difference measures how much the mean wage in the Grand Junction, CO Metropolitan Statistical Area is above the national mean wage, while a negative difference reflects a lower wage.

* The mean hourly wage or percent share of employment is significantly different from the national average of all areas at the 90-percent confidence level.

GJ Police Officer Pay Schedule

[Home](#) > [Government](#) > [Departments & Divisions](#) > [Police Department](#) > [I Want To...](#) > [Apply For A Job](#) > [Employee Benefits](#)

Employee Benefits

Police Officer Salary

- Academy Recruit: \$28 (Hourly)
- Police Officer Entry Pay Range
 - \$33.81 to \$38.05 (Hourly)
 - \$70,324 to \$79,144 Annually
- Police Officer Max Pay Range
 - \$43.95 (Hourly)
 - \$91,414 (Annually)



GJ Firefighter / EMT Pay Schedule

[Home](#) > [Government](#) > [Departments & Divisions](#) > [Fire Department](#) > [Administration](#) > [Employment](#) > [Benefits](#)

Benefits

∨ **Fire**

> **EMS**

Hiring Range and Pay Plan

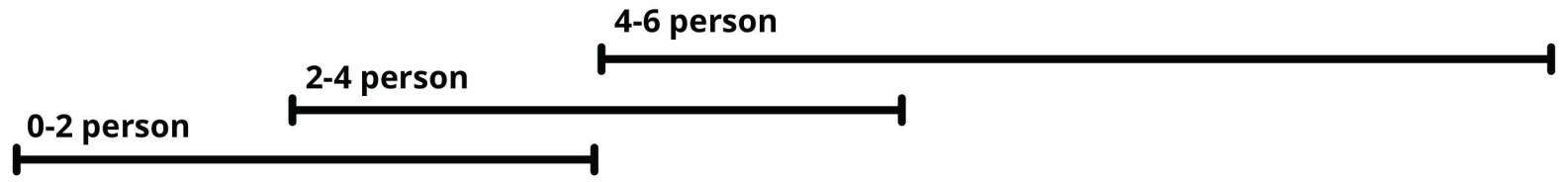
All positions within the Grand Junction Fire Department (GJFD) have a unique 15-step pay plan, with each progressive step amounting to an additional 2.5%. The hiring range for each position includes steps 1-5 of the pay plan.

Additional step/pay increase of 2.5% given upon successful completion of Fire Academy and Mesa County Protocols.

Firefighter Hiring Range: \$19.56-\$21.59 hourly (2912 hours) \$56,942-\$62,870 annually	Firefighter/Paramedic Hiring Range: \$21.60-\$23.85 hourly (2912 hours) \$62,897-\$69,451 annually
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Affordable Rent* at Different AMI Percentages in Mesa County

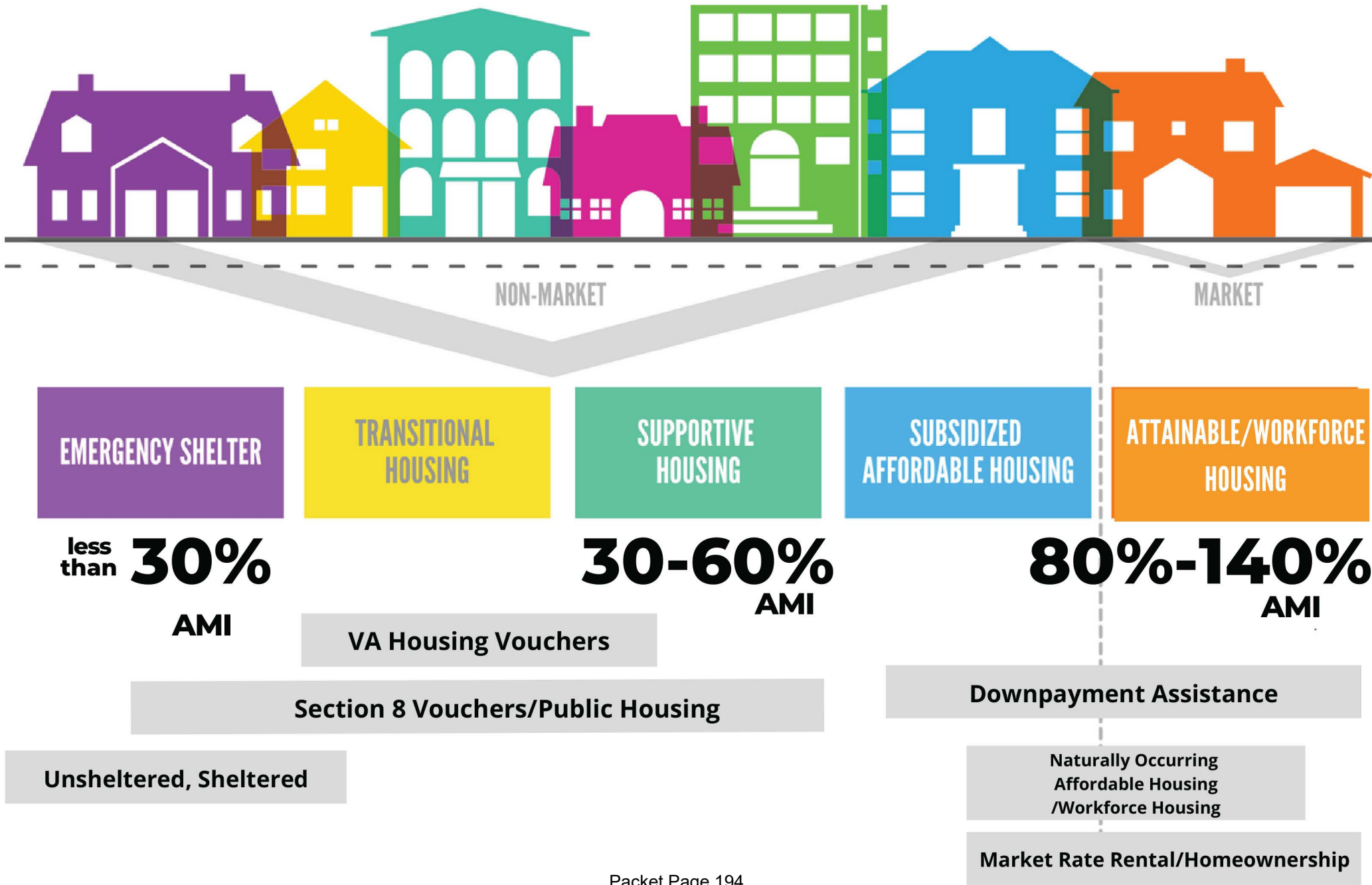
*All Costs Include Rent + Estimated Utilities



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	0 bed	1 bed	2 bed	3 bed	4 bed
90% AMI	\$1296	\$1388	\$1665	\$1924	\$2147
95% AMI	\$1368	\$1465	\$1758	\$2031	\$2265

Housing Continuum





2022 Income Limit and Maximum Rent Tables
for All Colorado Counties
20% to 120% of Area Median Income (AMI)

HUD Effective Date: April 18, 2022

- The IRS allows Housing Tax Credit projects that placed in service as of 12.31.2008 to use higher HERA Special limits.
- All Housing Tax Credit and CHFA Loan projects are "held harmless" from limit decreases. To be "held harmless," a project must be in service before 06.03.2022.
- Housing Tax Credit and CHFA Multifamily Loan projects whose counties experienced a decrease in 2022 limits and that place in service before 06.03.2022 may continue to apply the same limits used in 2021.

County	HERA	AMI	2022 Maximum Rents					2022 Income Limits							
			0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Logan		120%	1,728	1,851	2,220	2,565	2,862	69,120	78,960	88,800	98,640	106,560	114,480	122,400	130,320
Logan		100%	1,440	1,542	1,850	2,137	2,385	57,600	65,800	74,000	82,200	88,800	95,400	102,000	108,600
Logan		80%	1,152	1,234	1,480	1,710	1,908	46,080	52,640	59,200	65,760	71,040	76,320	81,600	86,880
Logan		70%	1,008	1,079	1,295	1,496	1,669	40,320	46,060	51,800	57,540	62,160	66,780	71,400	76,020
Logan		60%	864	925	1,110	1,282	1,431	34,560	39,480	44,400	49,320	53,280	57,240	61,200	65,160
Logan		55%	792	848	1,017	1,175	1,311	31,680	36,190	40,700	45,210	48,840	52,470	56,100	59,730
Logan		50%	720	771	925	1,068	1,192	28,800	32,900	37,000	41,100	44,400	47,700	51,000	54,300
Logan		45%	648	694	832	961	1,073	25,920	29,610	33,300	36,990	39,960	42,930	45,900	48,870
Logan		40%	576	617	740	855	954	23,040	26,320	29,600	32,880	35,520	38,160	40,800	43,440
Logan		30%	432	462	555	641	715	17,280	19,740	22,200	24,660	26,640	28,620	30,600	32,580
Logan		20%	288	308	370	427	477	11,520	13,160	14,800	16,440	17,760	19,080	20,400	21,720
Mesa	Y	60%	877	939	1,128	1,302	1,453	35,100	40,080	45,120	50,100	54,120	58,140	62,160	66,180
Mesa	Y	55%	804	861	1,034	1,194	1,332	32,175	36,740	41,360	45,925	49,610	53,295	56,980	60,665
Mesa	Y	50%	731	783	940	1,085	1,211	29,250	33,400	37,600	41,750	45,100	48,450	51,800	55,150
Mesa	Y	45%	658	704	846	977	1,090	26,325	30,060	33,840	37,575	40,590	43,605	46,620	49,635
Mesa	Y	40%	585	626	752	868	969	23,400	26,720	30,080	33,400	36,080	38,760	41,440	44,120
Mesa	Y	30%	438	469	564	651	726	17,550	20,040	22,560	25,050	27,060	29,070	31,080	33,090
Mesa		120%	1,728	1,851	2,220	2,565	2,862	69,120	78,960	88,800	98,640	106,560	114,480	122,400	130,320
Mesa		100%	1,440	1,542	1,850	2,137	2,385	57,600	65,800	74,000	82,200	88,800	95,400	102,000	108,600
Mesa		80%	1,152	1,234	1,480	1,710	1,908	46,080	52,640	59,200	65,760	71,040	76,320	81,600	86,880
Mesa		70%	1,008	1,079	1,295	1,496	1,669	40,320	46,060	51,800	57,540	62,160	66,780	71,400	76,020
Mesa		60%	864	925	1,110	1,282	1,431	34,560	39,480	44,400	49,320	53,280	57,240	61,200	65,160
Mesa		55%	792	848	1,017	1,175	1,311	31,680	36,190	40,700	45,210	48,840	52,470	56,100	59,730
Mesa		50%	720	771	925	1,068	1,192	28,800	32,900	37,000	41,100	44,400	47,700	51,000	54,300
Mesa		45%	648	694	832	961	1,073	25,920	29,610	33,300	36,990	39,960	42,930	45,900	48,870
Mesa		40%	576	617	740	855	954	23,040	26,320	29,600	32,880	35,520	38,160	40,800	43,440
Mesa		30%	432	462	555	641	715	17,280	19,740	22,200	24,660	26,640	28,620	30,600	32,580
Mesa		20%	288	308	370	427	477	11,520	13,160	14,800	16,440	17,760	19,080	20,400	21,720

**CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. XX-22**

**A RESOLUTION ADOPTING AN AFFORDABLE HOUSING PRODUCTION INCENTIVE FOR
AFFORDABLE FOR SALE AND FOR RENT UNITS IN THE
CITY OF GRAND JUNCTION, COLORADO**

RECITALS:

In May 2021 the City in conjunction with several housing agencies completed a Grand Valley Housing Needs Assessment (HNA). The HNA showed a poverty rate in Grand Junction of 16% which is well above the state average, a rental housing gap of 2,168 units for households earning less than \$25,000 (roughly 30% to 50% Average Monthly Income [AMI]), a need for accessible housing units for the 15% of the City's population that are disabled, and a generalized substandard condition of housing units within the community.

In response to and informed by the HNA, in October 2021, the City Council adopted a Housing Strategy outlining twelve (12) strategies tailored to address certain needs identified in the HNA with two of the top needs being “production and availability gaps including needs for additional affordable rentals and “starter homes and family homes priced near or below \$250,000.”

Strategy 5 calls for the City to “formalize existing incentives and consider additional incentives for affordable housing development.” By and with this Resolution the City Council is

In June 2022, the City Council approved Resolution 48-22 and adopted a definition of *Affordable Housing* as “Housing units with a contractual requirement (deed-restriction or income restriction of no less than 30 years) that keeps the cost of rent or mortgages affordable to households making 80% or less of AMI”.

As demonstrated in the HNA, the City’s most acute housing needs are for rental units for households below 30% AMI and up to 60% AMI and for ownership units for households at or below 80% AMI.

Resolution 48-22 includes a goal to increase the total housing stock in the City for residents at 80% AMI or less by 225 to 350 units over the next 5 years (an average range of 45 to 70 units per year).

By adopting this Resolution, the City Council establishes and provides an incentive to produce Affordable Housing units.

For the reasons stated in the Recitals, the City Council of the City of Grand Junction does hereby adopt the Affordable Housing Production Incentive for Affordable For Sale and For Rent units to become effective immediately and without further action by the City Council, the terms and provisions of this resolution shall expire on December 31, 2025.

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

The 2022 Affordable Housing Production Incentive together with the Administrative Procedures, Attachment A hereto, are hereby adopted and made effective immediately (also known as the “Effective Date” for purposes of Attachment A, Administrative Procedures) as follows:

1. Upon application and a determination by the City that an Affordable Housing project has or will be able to conform to the Grand Junction Municipal Code, the City Manager is authorized to waive applicable Development Impact Fees (Transportation Capacity Payment [TCP], police, fire, parks) and Plant Investment Fees (water, sewer) collectively referred to as “Fees” for the Affordable Housing units that have an affordability term of at least 30 years and are determined by the City to be “affordable” as defined and described below.
 - a. Affordable For Sale Units
 - For sale units at 80% AMI or below receive Fee waivers.
 - b. Affordable For Rent Units
 - For rent units at 60% AMI or below receive Fee waivers.
 - A Project providing at least one (1) Affordable rental unit that comprise at least 10% of rental units at 60% AMI receive a 30% Fee waiver for the Project or that part of a mixed-use Project that is residential.
 - A Project providing at least two (2) Affordable rental units that comprise at least 20% of rental units at 60% AMI receive a 50% Fee waiver for the Project or that part of a mixed-use Project that is residential.
2. Without further action by the City Council, the Affordable Housing Production Incentive shall on expire on December 31, 2025.

ADOPTED AND APPROVED THIS 7th day of September 2022.

ATTEST:

Anna M. Stout
President of the Council

Amy Phillips
City Clerk

ATTACHMENT A
AFFORDABLE HOUSING PRODUCTION INCENTIVE
ADMINISTRATIVE PROCEDURES

Application.

1. For 2022, applications will be available no later than 60 days after the Effective Date. In future years, no later than July 1 of a given year, applications may be made to the City for an Affordable Housing Production Incentive.
2. At a minimum, the application for an Affordable Housing Production Incentive Project (Project) shall include the following:
 - a. Project Name, property ownership, developer's, or entity(s) information;
 - b. Description of how the Project will address the City's housing needs and whether the units in the Project will be "for sale" or "for rent." The Project description shall include but not be limited to an explanation of how many people the Project will serve, the level of need served as determined by AMI and/or if there are other considerations made for population served;
 - c. Description of the Project timeline, whether the Project is dependent on other grant funding or entitlements, whether the Project will be phased, and if there any known uncertainties for the Project;
 - d. Description of the developer's experience with and capacity to implement the Project;
 - e. Amount of incentive being requested as determined by the Affordable Unit count and/or portion of project that is residential.
 - f. A preliminary financing plan and letter from a State or Federally chartered commercial bank or lender expressing the ability, expertise, and financial capability of the developer's ability to complete the Project.

Application Review and Funding Reservation.

3. An application found by the City in its sole discretion to be consistent with the Affordable Housing Production Incentive and that demonstrates ability and capacity to perform will be recommended by the City Manager (or designee) for funding.
4. During the City's annual budget process, City Council will review the recommendations and consider the suitable Project(s) for funding during the following fiscal year(s). If an Affordable Housing Production Incentive is for more than one year each year shall be subject to annual appropriation. The City Council may utilize the General Fund or other special revenue funds such as dedicated revenue for affordable housing for the repayment of the fees to appropriate Enterprise Fund(s) and/or Development Impact Fees in the amount of fees waived for a Project(s) pursuant to this incentive policy.

Incentive Agreement.

5. Should an Incentive be approved by City Council, the City and the developer and Project entity(ies) shall execute an Affordable Housing Production Agreement, which agreement shall at minimum provide:
 - a. The value of the Fee waiver as a not to exceed amount
 - b. Terms for the commencement and completion of the Project

- c. Payment schedule whereby the Fees waived upon the completion of the Project will be credited or paid by the City pursuant to the Affordable Housing Production Incentive
- d. Remedy for default
- e. Recording memorandum
- f. A Land Use Restriction Agreement and/or Deed Restriction requiring affordability of the Affordable Units for a 30-year term.
- g. Other provisions, as deemed appropriate by the City Attorney.

Maintenance of Agreement

- 6. The City shall either directly or through a contractor:
 - a. Income qualify renters and/or buyers; and,
 - b. Review and approve lease agreements verifying maximum rent (plus utilities and other expenses related to the rental of the unit) do not exceed 60% AMI for the tenant. No unit or portion of a unit shall be sublet; and
 - c. Conduct periodic audits at intervals determined necessary or appropriate of the Projects compliance with the Affordable Housing Production Incentive agreements. Audits shall include but not limited to compliance with deed restrictions, lease terms and income qualifications of buyers and tenants.
- 7. Deed restricted “for sale” units shall be subject to an annual equity appreciation cap (e.g., 3% per year).

Definitions.

- I. “Affordable Unit” means any primary or multi-family dwelling unit for rent for 60% Area Median Income or below or a primary or multi-family dwelling unit for sale for 80% Area Median Income or below.
- II. “Area Median Income - AMI” means the area median income as regularly determined and published by the United States Department of Housing and Urban Development (HUD).
- III. “Fees” means
 - a) “Sewer Plant Investment Fee” means a plant investment fee (PIF) collected on behalf of Persigo Wastewater Treatment Facility. Does not include any fee collected by any other wastewater provider.
 - b) “Water Plant Investment Fee” means a plant investment fee (PIF) collected on behalf of the City of Grand Junction. Does not include any fee collected by any other water provider.
 - c) “Development Impact Fees or Impact Fee” means certain fees now collected or as may be later applied and collected, also known as Development Impact Fee(s), for the purposes of police, fire, parks and recreation, transportation capacity and/or other governmental functions and services.



Grand Junction City Council

Regular Session

Item #6.d.

Meeting Date: September 7, 2022
Presented By: Tamra Allen, Community Development Director
Department: Community Development
Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

A Resolution Creating a Corridor Infill Incentive and Formula for Calculating the Incentive

RECOMMENDATION:

Staff recommends approval of the resolution.

EXECUTIVE SUMMARY:

The City has received requests from several market rate developers to contribute to their projects, including the Slate on 25 (168 units), The Junction by Richmark (257 Units), and The Lofts on Grand Avenue (78 units). The Grand Junction Chamber of Commerce has also requested the City expand its development incentives. At an August 1, workshop, City Council discussed and provided direction to staff to develop a new incentive policy that provides predictability and equity regarding who and to which projects are provided development incentives. This resolution addressed a proposed Corridor Infill Incentive that further encourages infill in and along corridors that are in and near the City's center utilizing a "level" approach to the offering of incentives that is relative to the cost of private investment.

BACKGROUND OR DETAILED INFORMATION:

At the August 1, City Council workshop, a potential Corridor Infill Incentive was discussed. With the direction garnered from that discussion, staff has prepared a resolution for consideration that provides an incentive with the purpose of further encouraging infill in and along corridors that are in and near the City's center utilizing a "Level" approach to the offering of incentives that is relative to the cost of the private investment. The city's central core is also where development costs are often higher due to the cost of demolishing existing buildings and the need to potentially aggregate

more than one property.

The purpose of this new incentive is to encourage redevelopment and infill in the City's center and along important commercial corridors that have been recognized in City plans such as the North Avenue Overlay and Greater Downtown Overlays. These overlays include corridors such as 7th Street, 12th Street, North Avenue, Ute Avenue, Pitkin Avenue, etc. In these areas, the City would utilize a "level" approach to an incentive that is relative to the cost of the private investment, as shown below.

	Cost (Private Investment) *Not including Land	Incentive
Level 1	\$5 to \$15 Million	50% City Water/Sewer PIFs
Level 2	\$16 to \$25 Million	100% City Water/Sewer PIFs + 50% Impact Fees
Level 3	\$26 to \$35 Million	100% City Water/Sewer PIFs + 50% Impact Fees + Open Space Fees
Level 4	\$36 to \$50 Million	100% City Water/Sewer PIFs + 100% Impact Fees + Open Space Fees
Level 5	\$51 + Million	100% City Water/Sewer PIFs + 100% Impact Fees + Open Space Fees + Sales/Use Tax Rebate

The applicability and incentive is provided, as follows, and the attached resolution provides the administrative procedures related to this incentive. The incentive is proposed to become effective immediately upon adoption and applications to utilize the incentive would be opened within 60 days or less from the effective date of the incentive.

1. The Corridor Infill Incentive shall apply to the Corridor Infill Boundary (Attachment A) together with the reduced fee and sales/use tax formula as provided in the Corridor Infill Calculation (Attachment B);
2. For the purposes of administering the Corridor Infill Incentive "Infill" means any commercial and/or residential building creating one or more new commercial and/or residential units with a cost (confirmed by a report of actual expenditures) of no less than \$5,000,000 located on a property within the Corridor Infill Boundary that is currently unused, underutilized, or may be found to be functionally or economically obsolete. This term is used synonymously with the term "Redevelopment." Infill does not include projects that include for sale detached or attached single-family dwelling units or accessory dwelling units;

3. The Corridor Infill Incentive shall be administered in accordance with the intent, purpose, and procedures as provided in Exhibit C, Corridor Infill Incentive Administration Procedures; and

4. Without further action of the City Council is set to expire on December 31, 2025; and

The existing Redevelopment Area (TCP incentive), new Corridor Infill Incentive, and proposed Affordable Housing Incentive (different agenda item) could be simultaneously applied or “stacked” for a project to receive the maximum available incentive. Other public incentives may also be secured through the DDA. Both Impact Fee and Plant Investment Fee waivers require the City to backfill the lost revenue from the fees.

FISCAL IMPACT:

The fiscal impact of this incentive will range depending on the utilization requested within any given year. Both Impact Fee and Plant Investment Fee waivers require the City to backfill the lost revenue from the fees that would otherwise be due. Staff recommends establishing, as part of the annual budget, funding to pay fees for projects that may utilize this incentive. The funding sources for this incentive could include General Fund and/or the Capital Fund (economic development) including revenue from the sale of city-owned land.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 74-22, a Resolution Creating a New Corridor Infill Incentive and Formula for Calculating the Incentive.

Attachments

1. RES-Corridor Infill Incentive 090122 vFinal
2. Corridor Infill Boundary
3. Public Comment - Chamber of Commerce
4. Existing Redevelopment Area Map (PDF)

1 CITY OF GRAND JUNCTION, COLORADO
2 RESOLUTION NO. XX-22
3

4 A RESOLUTION ADOPTING A NEW CORRIDOR INFILL INCENTIVE AND FORMULA FOR
5 CALCULATING THE INCENTIVE
6

7 **RECITALS:**
8

9 In 2004, the City Council reviewed and approved an *Infill/Redevelopment Implementation*
10 *Program* (“Program”) by adopting policies, definitions, boundaries, criteria, and potential forms
11 of City involvement set forth in Resolution 87-04. That was subsequently amended by
12 Resolution 15-13 Resolution 93-19 and Resolution 03-20
13

14 Since 2004, the City through, extensive public participation, continues to realize the important
15 nature and critical need to invest in and support infill and redevelopment in and around the
16 City’s central core all as recognized in various adopted planning documents and in the adopted
17 2020 *One Grand Junction Comprehensive Plan* key strategies which specifically call for the City
18 to:

- 19
- 20 ▪ “Partner in the development of housing strategies for the community including options for
- 21 housing incentives,” and
- 22 ▪ Promote “more opportunities for housing choices that meet the needs of people of all
- 23 ages, abilities and incomes.”
- 24

25 In the 2013 adopted *Greater Downtown Plan* certain key strategies call for the City to:

- 26
- 27 ▪ “Promote Downtown living by providing a wide range of housing opportunities, primarily
- 28 in the Downtown District;”
- 29 ▪ “Support a regional housing strategy with an emphasis on infill, downtown housing;
- 30 ▪ “Jump-start the revitalization and reinvestment in the Downtown District with strategic
- 31 catalyst projects;” and
- 32 ▪ “Encourage both regulatory and financial solutions including public subsidies and
- 33 creative financing mechanism.”
- 34

35 The *Greater Downtown Plan* also notes that “Public-private partnerships are essential, and that
36 local government needs to have strong involvement, a visible presence, perhaps be the entity
37 that provides continuing leadership, regulatory incentives and seed capital for early projects.”
38

39 The *North Avenue Corridor Implementation Plan* specifically calls for the City to:

- 40
- 41 ▪ “Establish a City infill and redevelopment policy and define what types of activities would
- 42 receive consideration for development incentives. Incentives can include many different
- 43 choices including paying required fees, constructing off-site improvements,
- 44 undergrounding utilities, *etc.*”
- 45

46 Consistent with policies and strategies of adopted plans and planning documents, including the
47 *Comprehensive Plan*, the *Greater Downtown Plan*, and the *North Avenue Corridor*

48 Implementation Plan, the City Council hereby creates and establishes a new incentive that
49 further promotes investment in the City's central areas and important commercial corridors.

50

51 With the adoption of this Resolution, the City expands its incentive offering(s) and further
52 encourages infill in and along corridors in and near the City's center utilizing a "Level" approach
53 to the offering of incentives that is relative to the value of the private investment made in
54 improvements in such corridors.

55

56 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION,
57 COLORADO:

58

59 That the Corridor Infill Incentive is hereby established together with Attachments A-C hereto,
60 which are hereby adopted and made effective immediately and shall apply as follows for the
61 reasons stated in the foregoing Recitals and in the interest of advancing the health, safety and
62 welfare of the City as follows:

63

64 **Corridor Infill Incentive.**

65

1. The Corridor Infill shall apply to the Corridor Infill Boundary (Attachment A)
66 together with the reduced fee and sales/use tax formula as provided in the
67 Corridor Infill Calculation (Attachment B);

68

69 2. For the purposes of administering the Corridor Infill Incentive "Infill" means
70 any commercial and/or residential building creating one or more new
71 commercial and/or residential unit(s) with a cost (confirmed by a written
72 report of actual expenditures) of no less than \$5,000,000 located on a
73 property within the Corridor Infill Boundary that is currently unused,
74 underutilized, or may be found to be functionally or economically obsolete.
75 This term is used synonymously with the term "Redevelopment." Infill does
76 not include projects that are or include "for sale" detached or attached single-
77 family dwelling units or accessory dwelling units;

78

79 3. The Corridor Infill Incentive shall be administered in accordance with the
80 intent, purpose and procedures as provided in Attachment C, Corridor Infill
81 Incentive Administration Procedures; and

82

83 4. Without further action of the City Council is set to expire on December 31,
84 2025.

85

86

87 ADOPTED AND APPROVED THIS 7th day of September 2022.

88

89

90 ATTEST:

91

Anna M. Stout
President of the City Council

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93

94

95 Amy Phillips
96 City Clerk

98

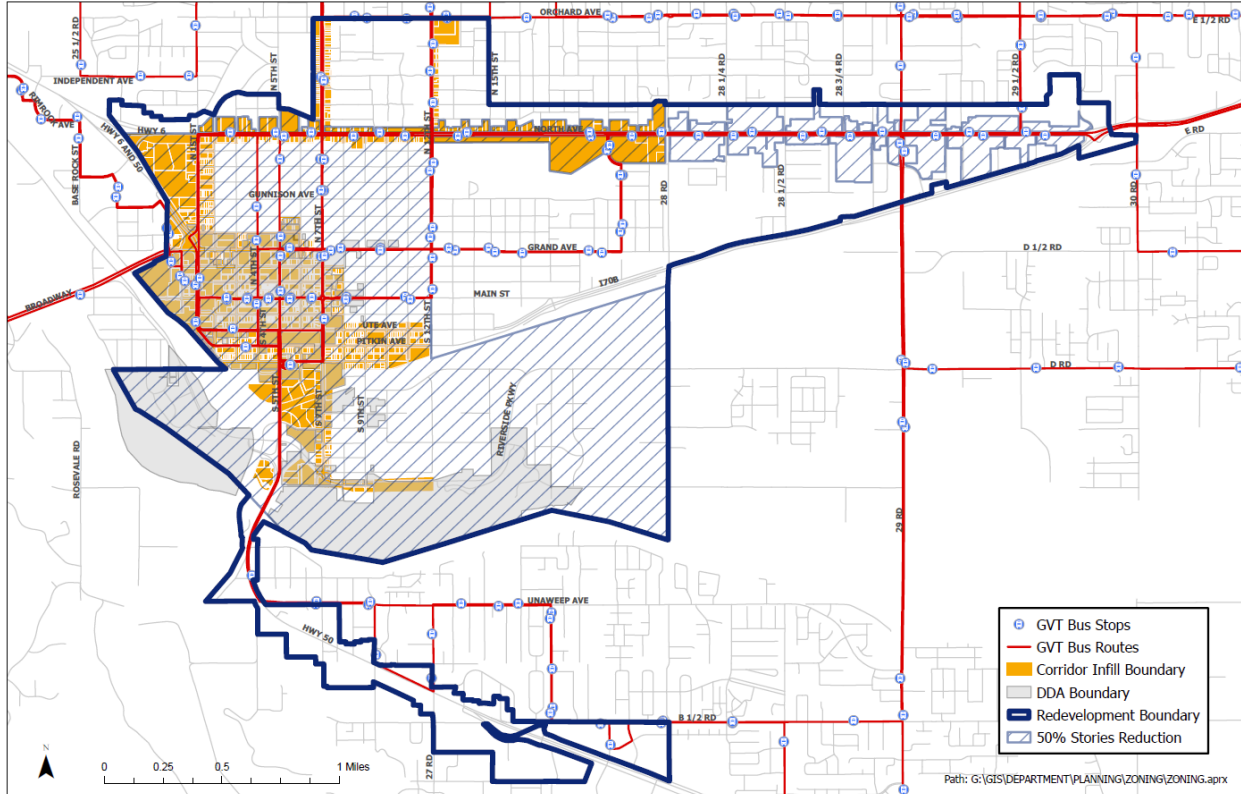
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ATTACHMENT A

CORRIDOR INFILL BOUNDARY (ORANGE) RESOLUTION ____-22



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**ATTACHMENT B
CORRIDOR INFILL CALCULATION
RESOLUTION ____-22**

	Private Investment Cost* <small>*Not including land value</small>	Incentive
Level 1	\$5 - \$15 Million	50% City Water/Sewer PIFs
Level 2	\$16 - \$25 Million	100% Water/Sewer PIFS + 50% Impact Fees
Level 3	\$26 - \$35 Million	100% Water/Sewer PIFs + 50% Impact Fees + Open Space Fees
Level 4	\$36 - \$50 Million	100% PIFS + 100% Impact Fees + Open Space Fees
Level 5	\$51+ Million	100% PIFS + 100% Impact Fees + Open Space Fees + Sales/Use Tax Rebate

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113

114 **ATTACHMENT C**
115 **CORRIDOR INFILL INCENTIVE ADMINISTRATION PROCEDURES**
116

117 **Application.**

- 118 1. For 2022, applications will be available no later than 60 days after the Effective Date.
119 In future years, no later than July 1 of a given year, applications may be made to the
120 City for a Corridor Infill Incentive.
- 121 2. At a minimum, the application for a Corridor Infill Incentive Project (Project) shall
122 include the following:
- 123 a. Project Name, property ownership, developer's or entity(s) information;
 - 124 b. Description of how the Project will address the City's redevelopment and infill
125 goals. The Project description shall include but not be limited to, an
126 explanation of the square footage, uses and unit type and count.
 - 127 c. Description of the Project timeline, whether the Project is dependent on other
128 grant funding or entitlements, whether the Project will be phased, and if there
129 any known uncertainties for the Project;
 - 130 d. Description of the developer's experience with and capacity to implement the
131 proposed Project;
 - 132 e. Amount of the incentive being requested;
 - 133 f. A preliminary financing plan including project budget and a letter from a State
134 or Federally chartered commercial bank or lender expressing the ability,
135 expertise, and financial capability of the developer's ability to complete the
136 Project.

137
138 **Application Review and Funding Reservation.**

- 139 3. An application found by the City in its sole discretion to be consistent with the
140 purpose and applicability of the Corridor Infill Incentive and that demonstrates ability
141 and capacity to perform will be recommended for funding.
- 142
- 143 4. During the City's annual budget process, City Council will review the
144 recommendations and consider the suitable Project(s) for funding during the
145 following fiscal year(s). If a Corridor Infill Incentive is for more than one year each
146 year shall be subject to annual appropriation. The City Council may choose to utilize
147 the General Fund or other special revenue fund(s) for the repayment of the fees to
148 appropriate Enterprise Fund(s) and/or Development Impact Fees in the amount of
149 fees "waived" for a Project(s) pursuant to this incentive policy.

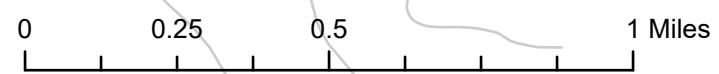
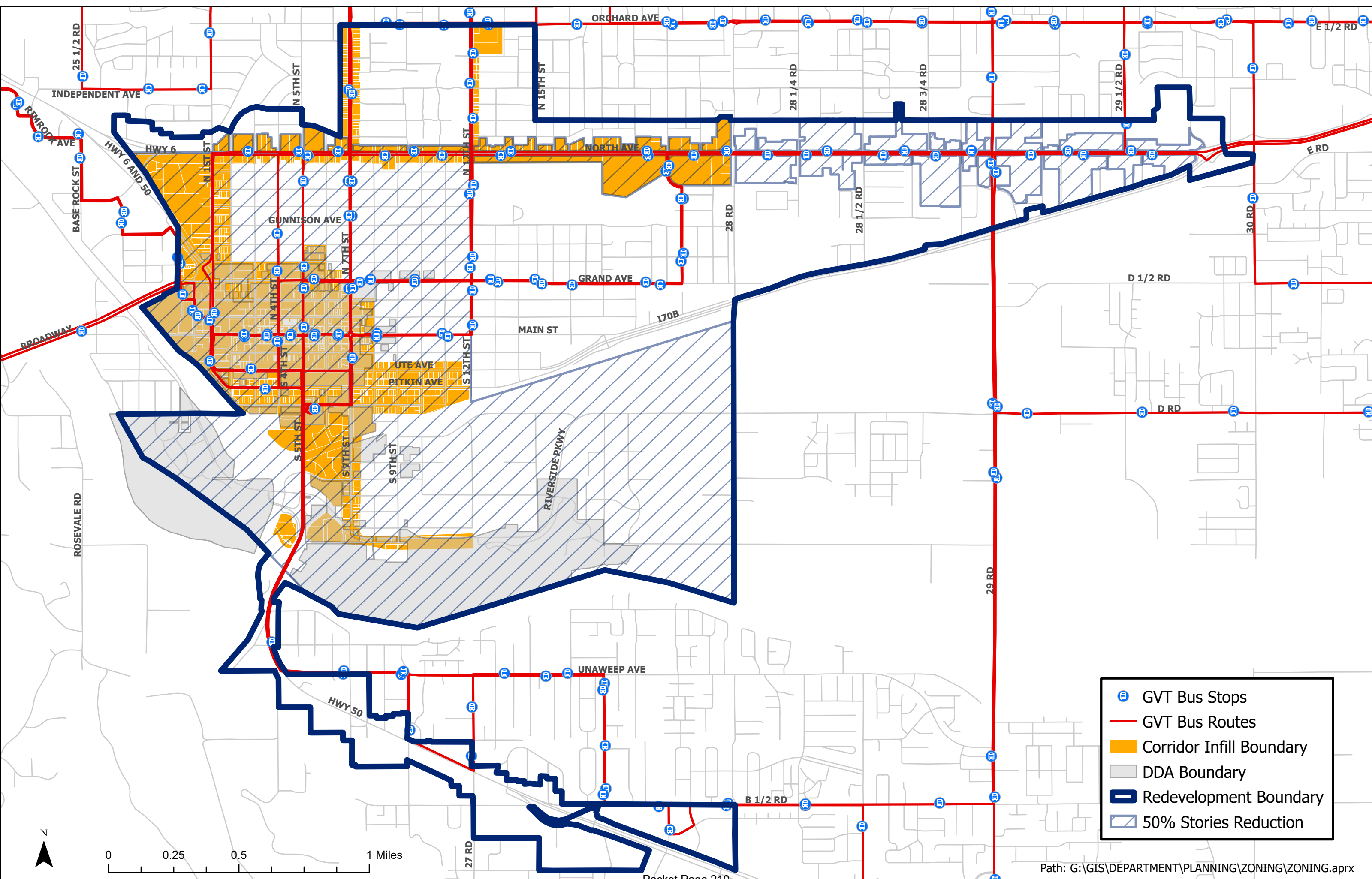
150 **Incentive Agreement.**







- 151 5. Should an Incentive be approved by City Council, the City and the developer and
152 Project entity(ies) shall execute a Corridor Infill Incentive Agreement, which
153 agreement shall at minimum provide:
- 154 a. The value of the Fee waiver as a "not to exceed" amount;
 - 155 b. Terms for the commencement and completion of the Project;
 - 156 c. Payment schedule whereby the Fees waived upon the completion of the
157 Project will be credited or paid by the City pursuant to the Corridor Infill
158 Incentive;
 - 159 d. Remedy(ies) for default;

- 160 e. Recording memorandum; and,
- 161 f. Other provisions, as deemed appropriate by the City Attorney.
- 162
- 163 6. The Project shall submit a quarterly report of actual expenditures and a report of
- 164 actual expenditures upon Project completion. Pursuant to the Agreement and
- 165 Payment Schedule (5.c) the incentive shall be credited or paid upon verification of
- 166 costs consistent with Level of incentive. No Certificate of Occupancy shall be issued
- 167 prior to the receipt of the report of actual expenditures and verification of cost.

168 **Definitions.**

- 169
- 170 1. "Infill" means any commercial and/or residential building creating one or more new
- 171 commercial and/or residential units with a cost (confirmed by a report of actual
- 172 expenditures) of no less than \$5,000,000 located on a property within the Corridor
- 173 Infill Boundary that is currently unused, underutilized, or may be found to be
- 174 functionally or economically obsolete. This term is used synonymously with the term
- 175 "Redevelopment." Infill does not include projects that are include for sale detached or
- 176 attached single-family dwelling units or accessory dwelling units;
- 177
- 178 2. "Fees" mean
- 179
- 180 a) "Sewer Plant Investment Fee" means a plant investment fee (PIF) collected on
- 181 behalf of Persigo Wastewater Treatment Facility. Does not include any fee collected
- 182 by any other wastewater provider.
- 183
- 184 b) "Water Plant Investment Fee" means a plant investment fee (PIF) collected on
- 185 behalf of the City of Grand Junction. Does not include any fee collected by any other
- 186 water provider.
- 187
- 188 c) "Development Impact Fees or Impact Fee" means certain fees now collected or as
- 189 may be later applied and collected, also known as Development Impact Fee(s), for
- 190 the purposes of police, fire, parks and recreation, transportation capacity and/or
- 191 other governmental functions and services.
- 192
- 193 d) "Open Space In-Lieu Fee means a fee collected in lieu of dedicating 10 percent of
- 194 a property as open space for public use.
- 195
- 196 e) "Sales and Use Tax" means a tax collected by the City of Grand Junction as
- 197 General Revenue. Does not include any sales or use tax for public safety (0.5%) and
- 198 capital (0.75%) in accordance with voters approved and directed uses.



-  GVT Bus Stops
-  GVT Bus Routes
-  Corridor Infill Boundary
-  DDA Boundary
-  Redevelopment Boundary
-  50% Stories Reduction

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Memo to: Greg Caton and Tamra Allen
From: Grand Junction Area Chamber of Commerce Board
Date: August 18, 2022
Subject: City Infill and Affordable Housing Incentives

The Chamber Board of Directors reviewed the City Infill and Affordable Housing Incentives as proposed to City Council at their board meeting this morning. Overall, the board is very pleased that such an incentive program being established for infill/redevelopment and affordable housing.

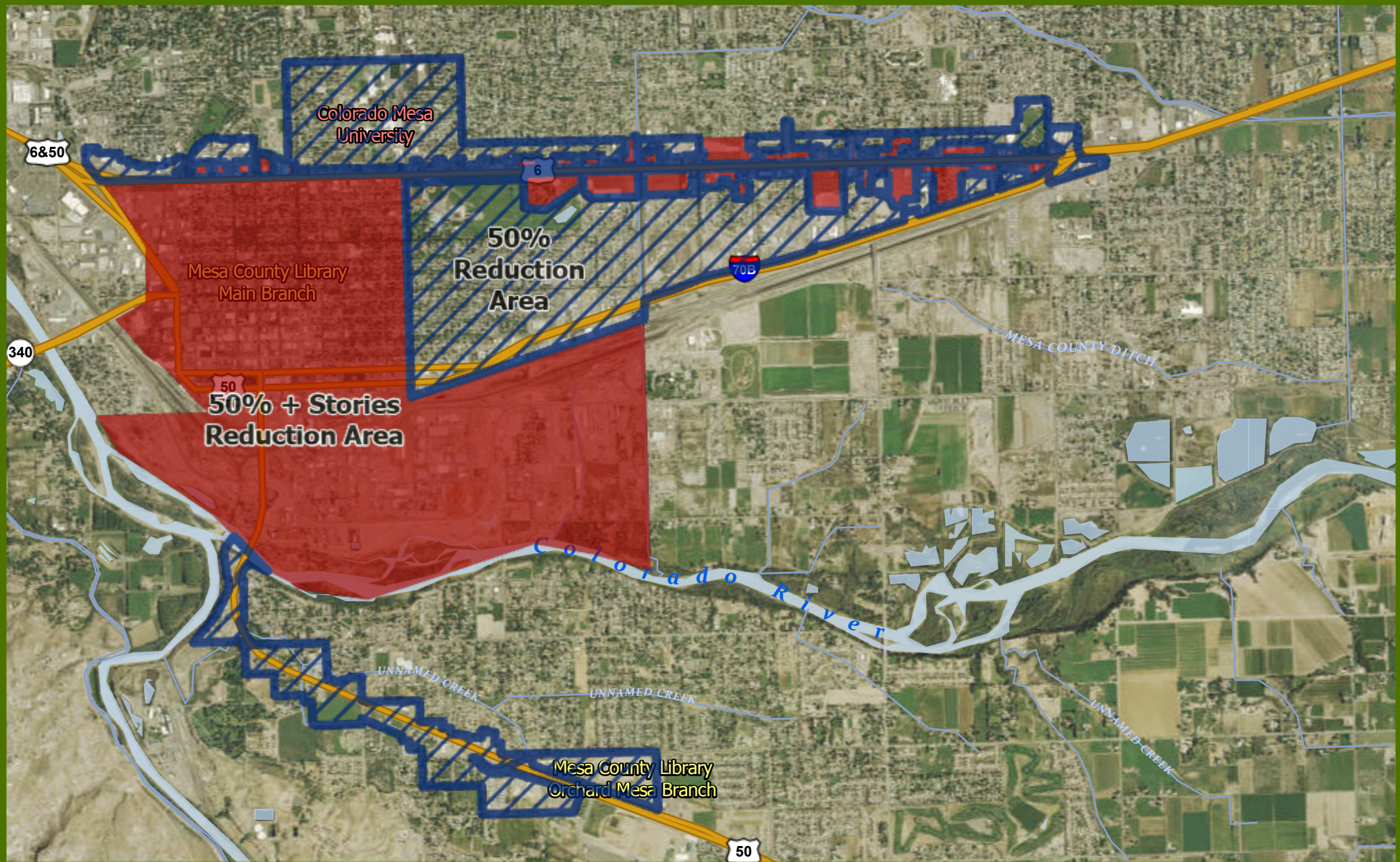
While there were no comments regarding the infill/redevelopment incentives the board did have some concerns about the affordable housing incentive. Specifically, the board expressed that the definition of affordable housing being defined as up to 60% of AMI may be too narrow, particularly in addressing the needs of workers. While area wages have been growing the costs of housing have been growing even faster.

The suggestion from the board was to provide a more graduated scale of incentives based on the AMI of the units being deemed affordable housing. While realizing this may complicate the calculations and administration of this incentive it would also benefit a greater population and encourage diversity in housing stock. By way of example based on the chart in the draft incentive, continue to provide the 30% reduction in fees for ten units at 60% of AMI, then add a 20% reduction in fees for ten units at up to 75% of AMI and a 10% reduction for ten units at up to 95% of AMI.

This is still consistent with the existing policy statement found in the Impact Fee section of GJMC (21.11.010(K)) that provides “To promote the provision of low-**moderate** income housing in the City, the City Council may agree in writing to pay some, or all of the impact fees imposed on a proposed low- **or moderate**- income...”

Thank you for allowing us to comment on the proposed City Infill and Affordable Housing Incentives draft and for your commitment to addressing infill/redevelopment and affordable housing.

Redevelopment Area



Printed: 2/7/2020
1 inch equals 3,009 feet
Scale: 1:36,112
Packet Page 212



Grand Junction City Council

Regular Session

Item #7.a.i.

Meeting Date: September 7, 2022

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

Department: City Manager's Office

Submitted By: John Shaver

Information

SUBJECT:

An Ordinance Regarding the Conjunction Junction, LLC/Richmark Real Estate Partners, LLC Redevelopment Agreement

RECOMMENDATION:

For second reading and to conduct a public hearing to consider the proposed redevelopment agreement and approve an ordinance regarding the Conjunction Junction LLC/Richmark Real Estate Partners LLC redevelopment of the property located at 200 Rood Avenue, Grand Junction, Colorado.

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 for the project. This valuation includes an estimate of the forgone sales and use tax revenues on construction materials as well. The net amount that may be directly paid by the City is \$1.75 million, which would include right of way purchase by the City. The fee rates will be set upon planning clearance and payment would occur at the end of the project.

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 for the project. This valuation includes an estimate of the forgone sales and use tax revenues on construction materials as well. The net amount that may be directly paid by the City is \$1.75 million, which would include right of way purchase by the City. The fee rates will be set upon planning clearance and payment 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, and restricted out of the General Fund Reserves as required.

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

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5089, 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, on final passage and order final publication in pamphlet form.

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

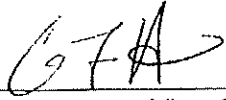
Development as revised, will ensure the availability of new housing that is within walking distance of businesses, services, and employment and the Project will reduce sprawl by maximizing the use of existing infrastructure, the DDA Board finds that the Project is consistent with the sound needs and 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

DRAFT

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,

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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.

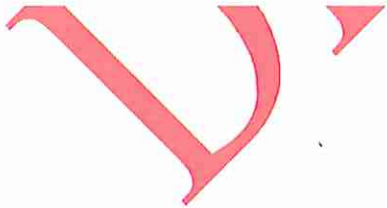


EXHIBIT D

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]

DRAFT

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: _

DRAFT

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

DRAFT

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

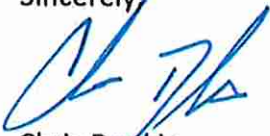
To whom it may concern:

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,

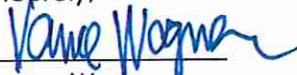
With this letter I write regarding the Grand Junction Downtown Development Authority Board (DDA Board) consideration of a redevelopment incentive agreement with Conjunction Junction LLC/Richmark Real Estate Partners LLC for the property located at 200 Rood Avenue. The proposed agreement will be before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

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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.

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

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

Anna M. Stout
President of the Council

Amy Phillips
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #7.a.ii.

Meeting Date: September 7, 2022
Presented By: Randi Kim, Utilities Director
Department: Utilities
Submitted By: Randi Kim

Information

SUBJECT:

An Ordinance Adding Chapter 13.40 Graywater Control Program

RECOMMENDATION:

Staff recommends approval of the ordinance adding Chapter 13.40 Graywater Control Program.

EXECUTIVE SUMMARY:

Colorado’s Graywater Control regulations require that cities adopt an ordinance for gray water that specifies requirements, prohibitions, and standards for the use of graywater for non-drinking water purposes, to encourage the use of graywater, and to protect public health and water quality. This item introduces an Ordinance adding Chapter 13.40 Graywater Control Program and Setting a Public Hearing for September 7, 2022.

BACKGROUND OR DETAILED INFORMATION:

“Graywater” is defined as: th portion of wastewater that, before being treated or combined with other wastewater, is collected from fixtures within residential, commercial, or industrial buildings or institutional facilities for the purpose of being put to beneficial uses. Sources of graywater are limited to discharges from bathroom and laundry room sinks, bathtubs, showers, and laundry machines. Graywater does not include the wastewater from toilets, urinals, kitchen sinks, dishwashers, or non-laundry utility sinks.

Graywater use is regulated by the Colorado Department of Public Health and Environment under Regulation 86 – Graywater Control Regulation first promulgated June 30, 2015. As specified in the regulation, graywater is expected to carry human pathogens with various risk levels and pathways that have the potential to be

dangerous to public health. Therefore, the purpose of Regulation 86 is to describe requirements, prohibitions, and standards for the use of graywater for non-drinking water purposes, to encourage the use of graywater, and to protect public health and water quality.

Regulation 86 establishes the allowed users and allowed uses of graywater within the state of Colorado; establishes the minimum statewide standards for the location, design, construction, operation, installation, modification of graywater treatment works; and establishes the minimum ordinance or resolution requirements for a city, city and county, or county that chooses to authorize graywater use within its jurisdiction. Each local city, city and county, or county has the discretion to decide whether to adopt any of the graywater uses along with the associated minimum design criteria and control measures set forth in this regulation.

The proposed Ordinance would allow both uses for graywater authorized under Regulation 86; subsurface irrigation and indoor toilet/urinal flushing. Graywater use categories allowed by Regulation 86 and the proposed Ordinance include:

- Category A: Single family, subsurface irrigation
- Category B: Non-single family, subsurface irrigation
- Category C: Single family, indoor toilet and urinal flushing, subsurface irrigation
- Category D: Non-single family, indoor toilet and urinal flushing, subsurface irrigation

The proposed Ordinance addresses the minimum requirements of Regulation 86 including:

- Defining the legal boundaries of the local graywater control program as the City limits.
- Identifying the City as the local agency that is responsible for oversight and implementation of all graywater regulatory activities including, but not limited to, design review, inspection, enforcement, tracking, and complaints.
- Allowing the City to impose fees for administration and oversight of the Graywater Control Program.
- Requiring a searchable tracking mechanism for graywater treatment works that is indefinitely maintained by the City.
- Incorporating a graywater design criteria document (Attachment A).
- Requiring an operation and maintenance (O&M) manual for all graywater treatment works.
- Identifying the reporting requirements for graywater treatment works

FISCAL IMPACT:

The proposed ordinance would allow the City to impose fees for administration and oversight of the Graywater Control Program.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5094, an ordinance adding Chapter 13.40 Graywater Control Program on final passage and order final publication in pamphlet form.

Attachments

1. Attachment A Graywater Design Criteria
2. Ordinance Graywater Control Program

ATTACHMENT A: GRAYWATER DESIGN CRITERIA

TABLE OF CONTENTS

1.0	Introduction
2.0	Definitions
3.0	Sizing Criteria
4.0	Design Criteria Applicable to All Graywater Treatment Works
5.0	Design Criteria for Indoor Toilet and Urinal Flushing Graywater Treatment Works
6.0	Design Criteria for Subsurface Irrigation Systems
7.0	Signage Requirements
8.0	Operations and Maintenance Manual

1.0 Introduction

This Graywater Design Criteria document contains the minimum requirements for all Graywater Treatment Works installed in the City of Grand Junction.

2.0 Definitions

Agricultural irrigation means irrigation of crops produced for direct human consumption, crops where lactating dairy animals forage, and trees that produce nuts or fruit intended for human consumption. This definition includes household gardens, fruit trees, and industrial hemp as defined by C.R.S. § 35-61-101.

Agronomic rate means the rate of application of nutrients to plants that is necessary to satisfy the nutritional requirements of the plants.

City means the City of Grand Junction, a Colorado home rule Municipality.

Closed sewerage system means either a permitted Domestic Wastewater Treatment Works, which includes a permitted and properly functioning On-site Wastewater Treatment System with a design capacity more than 2,000 gpd, or a properly functioning and approved or permitted OWTS with a design capacity of 2,000 gpd or less.

Commission means the Water Quality Control Commission 25-8-201, C.R.S.

Component means a subpart of a Graywater Treatment Works which may include multiple devices.

Cross-Connection means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety

risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow.

Design means the process of selecting and documenting in writing the size, calculations, site specific data, location, equipment specification and configuration of treatment components that match site characteristics and Facility use.

Design flow means the estimated volume of graywater per unit of time for which a component or Graywater Treatment Works is designed.

Dispersed subsurface irrigation means a subsurface irrigation system including piping and emitters installed throughout an Irrigation Area.

Division means the Water Quality Control Division of the Colorado Department of Public Health and Environment.

Facility means any building, structure, or installation, or any combination thereof that uses graywater subject to a graywater control program (Program), is located on one or more contiguous or adjacent properties, and is owned or operated by the same person or legal entity. Facility is synonymous with the term operation.

Floodplain (100-year) means an area adjacent to a river or other watercourse which is subject to flooding as the result of the occurrence of a one hundred (100) year flood, and is so adverse to past, current or foreseeable construction or land use as to constitute a significant hazard to public or environmental health and safety or to property or is designated by the Federal Emergency Management Agency (FEMA) or National Flood Insurance Program (NFIP). In the absence of FEMA/NFIP maps, a professional engineer shall certify the floodplain elevations.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot or as designated by the Federal Emergency Management Agency or National Flood Insurance Program. In the absence of FEMA/NFIP maps, a professional engineer shall certify the floodway elevation and location.

Graywater means that portion of wastewater that, before being treated or combined with other wastewater, is collected from fixtures within residential, commercial, or industrial buildings or institutional facilities for the purpose of being put to beneficial uses. Sources of graywater are limited to discharges from bathroom and laundry room sinks, bathtubs, showers, and laundry machines. Graywater does not include the wastewater from toilets, urinals, kitchen sinks, dishwashers, or nonlaundry utility sinks. C.R.S. 25-8-103(8.3)(a)

Graywater treatment works means an arrangement of devices and structures used to: (a) collect graywater from within a building or a Facility; and (b) treat, neutralize, or stabilize graywater within the same building or Facility to the level necessary for its authorized uses. C.R.S. 25-8-103(8.4)

Irrigation area means that area of ground consisting of soil, Mulch, gravel, and plant material to which water is directly applied by a graywater subsurface irrigation system.

Indirect connection means a waste pipe from a Graywater Treatment Works that does not connect directly with the closed sewerage system, but that discharges into the closed sewerage system through an air break or air gap into a trap, fixture, receptor, or interceptor.

Legally Responsible Party

(a) For a residential property, the Legally Responsible Party is the property owner.

(b) For a corporation, the Legally Responsible Party is a responsible corporate officer, either:

(1) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or

(2) the manager of operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated Facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for approval application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(c) For a general or limited partnership or sole proprietorship, the Legally Responsible Party is the general partner, business matters partner or the proprietor, respectively.

(d) For a limited liability company, the responsible party shall be the manager or other authorized agent of the company and shall be a natural person.

(e) For a Municipality, State, Federal, or other public agency, the Legally Responsible Party is a principal executive officer or ranking elected official, either

(1) the chief executive officer of the agency, or

(2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA), or

(3) when the entity is the State of Colorado, the Commission.

Graywater control program (Program) is this ordinance and, as applicable, any rule(s), including implementation practices, regulation(s), standard(s) authorized by the City, and which follows the minimum requirements of this Chapter and other applicable law(s), rule(s) and regulation(s).

Local public health agency means any the Mesa County Colorado Health Department.

Modification means the alteration or replacement of any component of a Graywater Treatment Works that can affect the quality of the finished water, the rated capacity of a Graywater Treatment Works, the graywater use, alters the treatment process of a Graywater Treatment Works, or compliance with this regulation and the local graywater control program. This definition does not include normal operations and maintenance of a Graywater Treatment Works.

Mulch means organic material including but not limited to leaves, prunings, straw, pulled weeds, and wood chips.

Mulch basin means a type of irrigation or treatment field filled with Mulch or other approved permeable material of sufficient depth, length, and width to prevent ponding or runoff. A Mulch Basin may include a basin around a tree, a trough along a row of plants, or other shapes necessary for irrigation.

On-site wastewater treatment system or OWTS means an absorption system of any size or flow or a system or Facility for treating, neutralizing, stabilizing, or dispersing sewage generated in the vicinity, which system is not a part of or connected to a sewage treatment works. C.R.S. 25-10-103(12)

Percolation test means a subsurface soil test at the depth of a proposed Irrigation Area to determine the water absorption capability of the soil, the results of which are normally expressed as the rate at which one inch of water is absorbed. The rate is expressed in minutes per inch.

Potable water system means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances, where

such system has less than fifteen service connections or regularly serves less than an average of at least 25 people daily at least 60 days per year.

Professional engineer means an engineer licensed in accordance with section 12-25-1, C.R.S.

Nuisance means the unreasonable, unwarranted and/or unlawful use of property, which causes inconvenience or damage to others, including to an individual or to the general public.

Public water system means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances if such system has at least fifteen service connections or regularly serves an average of at least 25 individuals daily at least 60 days per year. A public water system is either a community water system or a non-community water system. Such term does not include any special irrigation district. Such term includes:

(a) Any collection, treatment, storage, and distribution facilities under control of the supplier of such system and used primarily in connection with such system.

(b) Any collection or pretreatment storage facilities not under such control, which are used primarily in connection with such system.

Regulation 86 means Colorado Department of Public Health and Environment Water Quality Control Commission Regulation no. 86 – Graywater Control Regulation, 5 CCR 1002-86.

Single family means a detached or attached structure, arranged and designed as a single-family residential unit intended to be occupied by not more than one family and that has separate water and sewer services connections from other dwelling units.

Site evaluation means a comprehensive analysis of soil and site conditions for a graywater Irrigation Area.

Soil horizon means layers in the soil column differentiated by changes in texture, color, redoximorphic features, bedrock, structure, consistence, and any other characteristic that affects water movement.

Soil profile test pit means a trench or other excavation used for access to evaluate the soil horizons for properties influencing effluent movement, bedrock, evidence of seasonal high ground water, and other information to be used in locating and designing a graywater Irrigation Area.

Soil structure means the naturally occurring combination or arrangement of primary soil particles into secondary units or peds; secondary units are characterized because of shape, size class, and grade (degree of distinctness).

Suitable soil means unsaturated soil in which the movement of water, air, and the growth of roots is sustained to support healthy plant life and conserve moisture. Soil criteria for graywater subsurface irrigation are further defined 6.0(b)(11)(i) of this document.

Subsurface irrigation means a discharge of graywater into soil a minimum of four inches (4”) and no deeper than twelve inches (12”) below the finished grade.

State means the State of Colorado or any of its agencies.

State waters means any and all surface and subsurface waters which are contained in or flow in or through this state, but does not include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distribution systems, and all water withdrawn for use until use and treatment have been completed.

Abbreviations and Acronyms. The following meanings are associated with the acronyms used in this chapter.

ANSI	American National Standards Institute
BK	Blocky
C.R.S.	Colorado Revised Statutes
CDPS	Colorado Discharge Permit System
FEMA	Federal Emergency Management Agency
gpd	gallons per day
GR	Granular
mg/L	milligrams per Liter
MPI	Minutes Per Inch
NFIP	National Flood Insurance Program
NSF	NSF International, formerly know as National Sanitation Foundation
O&M	Operations and Maintenance
OWTS	On-Site Wastewater Treatment System(s)
PR	Prismatic

3.0 Graywater Treatment Works – Sizing Criteria

(a) Sizing Criteria for all graywater treatment works

(1) Graywater treatment works must be sized appropriately using the following flow projection methods:

(i) Residential users: Flow to graywater treatment works must be calculated on the occupancy and the fixtures connected to the

graywater treatment works. The calculated graywater flow is the number of occupants multiplied by the estimate graywater flow in terms of gpd/occupant from the attached fixtures.

(A) The occupancy must be calculated based on a minimum of two (2) occupants for the first bedroom and one (1) occupant for each additional bedroom.

(B) The estimated graywater flow from each fixture is based on the design flow of the fixture or if the fixture's design flow is unknown then the estimated graywater flow per occupant is with based on the following gallons per day per occupant.

a. Traditional fixtures: 25 gpd/occupant for each shower, bathtub, and wash basin and 15 gpd/occupant for each clothes washer.

b. Water saving fixtures: 20 gpd/occupant for each shower, bathtub, and wash basin and 8 gpd/occupant for each clothes washer.

(ii) Non-residential users: Graywater treatment works must be sized in accordance with fixture or water use records taking into account the number of fixtures attached to the graywater treatment works.

4.0 Design Criteria Applicable to All Graywater Treatment Works

(a) All graywater treatment works must meet all design requirements of this regulation and meet any additional design requirements of the Colorado Plumbing Code.

(b) At minimum, all graywater treatment works must:

(1) Be constructed such that each treatment component or combination of multiple components has a design flow greater than the calculated peak graywater production, if upstream of the storage tank or if no tank is present.

(2) Include a diversion valve that directs graywater to either the graywater treatment works or a closed sewerage system. The diversion valve must be:

(i) Easily operable;

(ii) Clearly labeled;

(iii) Constructed of material that is durable, corrosion resistant, watertight;

(iv) Designed to accommodate the inlet and outlet pipes in a secure and watertight manner; and e. Indirectly connect the bypass line to the closed sewerage system.

(3) Not have any piping that allows the treatment process(es) or a storage tank to be bypassed prior to graywater use.

(4) Include a tank to collect and store graywater, except for a subsurface irrigation system that discharges to a mulch basin. The storage tank must:

(i) Be constructed of durable, non-absorbent, water-tight, and corrosion resistant materials;

(ii) Be closed and have access openings for inspection and cleaning;

(iii) Be vented;

(iv) For indoor tanks, be vented to the atmosphere outside of the house;

(v) For outdoor tanks, have a downturned screened vent;

(vi) Have an overflow line: i. with the same or larger diameter line as the influent line; ii. without a shut off valve; iii. that is trapped to prevent the escape of gas vapors from the tank; and iv. that is indirectly connected to the closed sewerage system;

(vii) Have a valved drain line with the same or larger diameter line as the influent line that is indirectly connected to the closed sewerage system;

(viii) Be a minimum of 50 gallons;

(ix) Be placed on a stable foundation;

(x) If located outdoors, not be exposed to direct sunlight; and

(xi) Have a permanent label that states "CAUTION! NON-POTABLE WATER. DO NOT DRINK."

(5) For indoor toilet or urinal flushing systems (Categories C and D) graywater treatment works must have a backup potable water system connection. For subsurface irrigation systems (Categories A and B) graywater treatment works may, but are not required to, have a backup potable water system that provides potable irrigation water when graywater is not being produced or is produced in insufficient quantities. A backup potable water system connection must meet the following requirements:

(i) For non-public water system, potable water system connections: uncontrolled cross connections between a potable water system and

a graywater treatment works are prohibited. All cross connections must be protected by a reduced pressure principle backflow prevention zone assembly or an approved air gap.

(ii) For public water system, potable water system connections: uncontrolled cross connections between a public water system and a graywater treatment works are prohibited. The graywater treatment works design must protect the public water system from cross connections by meeting the requirements of Regulation #11: Colorado Primary Drinking Water Regulations.

(6) Not be used as a factor to reduce the design, capacity or soil treatment area requirements for OWTS or domestic wastewater treatment works.

(7) Have any wastewater from graywater treatment works (e.g., filter backwash water) be properly contained and disposed into a closed sewerage system or an approved Underground Injection Control (UIC) well.

(8) Have all graywater piping clearly distinguished and must be clearly labeled, including pipe identification and flow arrows.

(9) If located in a 100-year floodplain area, meet or exceed the requirements of FEMA and the local emergency agency. The graywater system must be designed to minimize or eliminate infiltration of floodwaters into the system and prevent discharge from the system into the floodwaters.

(10) Not be located in floodways.

(11) Be located within the confines of the legal property boundary and not within an easement;

5.0 Design Criteria for Indoor Toilet and Urinal Flushing Graywater Treatment Works

(a) All toilet and urinal flushing graywater systems must meet all design requirements of this regulation and meet any additional design requirements of the Colorado Plumbing Code.

(b) The following minimum design criteria are required for all graywater treatment works being used for single family, indoor toilet and urinal flushing graywater treatment works (Category C).

(1) All single family, indoor toilet and urinal flushing graywater treatment works must:

(i) Be certified under “Class R” of NSF/ANSI 350 Onsite Residential and Commercial Water Reuse Treatment Systems.

(ii) If a disinfection process is not part of NSF/ANSI 350-2011 equipment, include separate disinfection system equipment. For graywater treatment works that use sodium hypochlorite (bleach), the graywater treatment works must be capable of providing a free chlorine residual of 0.2 to 4.0 mg/L in the graywater throughout the indoor graywater plumbing system.

(iii) Include a dye injection system that is capable of providing a dye concentration that is visibly distinct from potable water.

(2) For Category C indoor toilet and urinal flushing graywater treatment works that are also capable of using graywater for subsurface irrigation, the system may be designed to allow graywater to be diverted to the subsurface irrigation graywater treatment works prior to the disinfection and dye process, however after the point of diversion the subsurface irrigation portion of the system must meet the requirements in section 6.0 of this document.

(c) The following minimum design criteria are required for all graywater treatment works being used for non-single family, indoor toilet and urinal flushing graywater treatment works (Category D).

(1) All non-single family, indoor toilet and urinal flushing graywater treatment works must:

(i) Be certified under “Class R” or “Class C” of NSF/ANSI 350 Onsite Residential and Commercial Water Reuse Treatment Systems. Required classification shall be dictated by the size of the graywater treatment works and if the graywater sources are residential or commercial as defined by NSF/ANSI 350.

(ii) If a disinfection process is not part of NSF/ANSI 350-2011 equipment, include a separate disinfection system equipment. A graywater treatment works must be capable of providing a free chlorine residual of 0.2 to 4.0 mg/L in the graywater throughout the indoor graywater plumbing system.

(iii) Include a dye injection system that is capable of providing a dye concentration that is visibly distinct from potable water.

(2) For Category D indoor toilet and urinal flushing graywater treatment works that are also capable of using graywater for subsurface irrigation, the system may be designed to allow graywater to be diverted to the subsurface irrigation graywater treatment works prior to the disinfection and dye process, however after the point of diversion the subsurface irrigation portion of the system must meet the requirements in Section 6.0.

(3) For graywater treatment works that have a capacity to receive greater than 2,000 gallons per day, the design must be prepared under the supervision of and submitted with the seal and signature of a professional engineer licensed to practice engineering in the State of Colorado in accordance with the requirements of the Colorado Department of Regulatory Agencies (DORA) – Division of Registrations.

6.0 Design Criteria for Subsurface Irrigation Systems

(a) All subsurface irrigation systems must meet all design requirements of this regulation and meet any additional design requirements of the Colorado Plumbing Code.

(b) The following minimum design criteria are required for all graywater treatment works being used for subsurface irrigation. All subsurface graywater irrigation systems must:

(1) Have the subsurface irrigation components of the graywater irrigation system installed a minimum of four inches (4") and a maximum of twelve inches (12") below the finished grade.

(2) Have the subsurface irrigation components of the graywater irrigation system installed in suitable soil, as defined in section 6.0(b)(11)(i).

(3) Have a minimum of twenty-four inches (24") of suitable soil between the subsurface irrigation components of the graywater irrigation system and any restrictive soil layer, bedrock, concrete, or the highest water table. Restrictive soil layers are soil types 4, 4A, and 5 in Table 6-2.

(4) Include controls, such as valves, switches, timers, and other controllers, as appropriate, to ensure the distribution of graywater throughout the entire irrigation zone.

(5) If utilizing emitters, the emitters be designed to resist root intrusion and be of a design recommended by the manufacturer for the intended graywater flow and use. Minimum spacing between emitters shall be sufficient to deliver graywater at an agronomic rate and to prevent surfacing or runoff.

(6) Have all irrigation supply lines be polyethylene tubing or PVC Class 200 pipe or better and Schedule 40 fittings. All joints shall be pressure tested at 40 psi (276 kPa), and shown to be drip tight for five minutes before burial. Drip feeder lines can be poly or flexible PVC tubing.

(7) Meet the following setback distances in Table 6-1.

Table 6-1: Graywater System Setback Requirements

Minimum Horizontal Distance Required from:	Graywater Storage Tank	Irrigation Field
Buildings	5 feet	2 feet
Property line adjoining private property	10 feet	10 feet
Property line adjoining private property with supporting property line survey	1.5 feet	1.5 feet
Water supply wells	50 feet	100 feet
Streams and lakes	50 feet	50 feet
Seepage Pits and cesspools	5 feet	5 feet
OWTS disposal field	5 feet	25 feet
OWTS tank	5 feet	10 feet
Domestic potable water service line	10 feet	10 feet
Public water main	10 feet	10 feet

(8) Be applied to an irrigation field located on slopes of less than thirty percent (30%) from horizontal.

(9) Comply with the following protocols for determining the size of the subsurface Irrigation Area:

(i) Site evaluation protocol conducted to determine the appropriate size of the Irrigation Area for all subsurface irrigation systems, except single family dispersed subsurface irrigation systems (Category A and C dispersed subsurface irrigation systems) that are sized using the Irrigation Area equation protocol as defined in section 6.0(b)(12)(i). This site evaluation must include:

(A) Site information, including:

a. A site map; and

b. Location of proposed graywater Irrigation Area in relation to physical features requiring setbacks in Table 6-1.

(B) Soil investigation to determine long-term acceptance rate of a graywater Irrigation Area as a design basis. This soil investigation must be completed by either:

a. A visual and tactile evaluation of soil profile test pit, or

b. A percolation test.

(10) Comply with the following standards for appropriate irrigation rates.

(i) Irrigation rates shall not exceed maximum allowable soil loading rates in Table 6-2 based on the finest textured soil in the twenty-four inches (24”) of suitable soil beneath the subsurface irrigation components.

Table 6-2: Soil Type Description and Maximum Hydraulic Loading Rate

Soil Type	USDA Soil Texture	USDA Structure Shape	USDA Soil Structure Grade	Percolation Rate (MPI)	Loading Rate for Graywater (gal./sq.ft./day)
0	Soil Type 1 with more than 35% Rock (>2mm); Soil Types 2-5 with more than 50% Rock (>2mm)	--	0 (Single Grain)	Less than 5	Not suitable without augmentation 1.0 with augmentation
1	Sand, Loamy Sand	--	0	5-15	Not suitable without augmentation 1.0 with augmentation
2	Sandy Loam, Loam, Silt Loam	PR BK GR	2 (Moderate) 3 (Strong)	16-25	0.8
2A	Sandy Loam, Loam, Silt Loam	PR, BK, GR 0 (none)	1 (Weak) Massive	26-40	0.6
3	Sandy Clay Loam, Clay Loam, Silty Clay Loam	PR, BK, GR	2, 3	41-60	0.4
3A	Sandy Clay Loam, Clay Loam, Silty Clay Loam	PR, BK, GR 0	1 Massive	61-75	0.2
4	Sandy Clay, Clay, Silty Clay	PR, BK, GR	2, 3	76-90	Not suitable
4A	Sandy Clay, Clay, Silty Clay	PR, BK, GR 0	1 Massive	91-120	Not suitable
5	Soil Types 2-4A	Platy	1, 2, 3	121+	Not suitable

(11) Be applied only to soils that comply with the following standards for soil suitability.

(i) Suitable soil may consist of original, undisturbed soil or original soil that is augmented. Not suitable soil may be augmented as needed to ensure suitable soil is used.

(ii) If the original soil is augmented, the mixture used for augmentation must meet the following criteria to ensure that suitable soil is achieved.

(A) The mixture must have an organic content that is at least five percent (5%) and no greater than ten percent (10%);

(B) The mixture must be a well blended mix of mineral aggregate (soil) and compost where the soil ratio depends on the requirements for the plant species; and

(C) The mineral aggregate must have the following gradation:

Table 6-3: Mineral Aggregate Gradation

Sieve Size	Percent Passing
3/8	100
No. 4	95 – 100
No. 10	75 – 90
No. 40	25 – 40
No. 100	4 – 10
No. 200	2 -5

(iii) If the original soil is augmented, the additional soil must be tilled into the native soil a minimum of six inches (6") below irrigation application zone.

(iv) Soil types 0 and 1 must be augmented before use. Soil type 4, 4A, and 5 are not suitable for subsurface irrigation.

(12) Comply with the following protocols for determining the size of the subsurface Irrigation Area for single family, dispersed subsurface irrigation systems (Categories A and C dispersed subsurface irrigation systems):

(i) For graywater treatment works using subsurface Irrigation Areas not including mulch basins, use the following Irrigation Area equation protocol to determine the appropriate size of the Irrigation Area:

$$LA = GW / (CF \times ET \times PF)$$

Where:

LA = Landscaped area (square feet); GW = Estimated graywater flow (gallons per week);

CF = 0.62 (square foot x inch / gallon) = ((7.48 gallons/ 1-cu-ft) / 12 inch/ft);

ET = Evapotranspiration rate (inch / week), as determined by USDA Natural Resources Conservation Service CO652.0408 "Figure CO4-1: Map of Colorado Climate Zones" dated April 1978, or weekly averages based on actual conditions;

PF = Plant factor, 0.5

ii) For graywater treatment works using mulch basin systems for subsurface irrigation, comply with the following minimum design criteria:

(A) Mulch shall be permeable enough to allow rapid infiltration of graywater.

(B) The minimum void space mulch basin volume must be either:

a. Three (3) times the anticipated average daily flow for graywater treatment works without a storage tank to allow for graywater volume surges and to prevent surfacing or runoff.

b. One and a half (1.5) times the anticipated average daily flow for graywater treatment works with storage tank meeting the design criteria in Section 3.0 Sizing Criteria.

(C) Piping to mulch basins must discharge a minimum of four inches (4") below grade into a container for dispersal of graywater into the mulch basin. The container must be designed to have four inches (4") of freefall between the invert of the discharge pipe and the mulch. The container must have an access lid for observation of flow and to check mulch levels.

(D) The mulch basin must have a minimum depth of twelve inches (12") below grade and not more than twenty four (24") below grade.

(E) A filter is not required.

iii) For graywater treatment works using dispersed irrigation systems for subsurface irrigation, comply with the following minimum design criteria:

(A) Include a cartridge filter, which must meet the following requirements:

- a. A minimum of 60 mesh;**
- b. Located between the storage tank and the irrigation system;**
- c. If a pump is being used to pressurize the graywater distribution system, the filter must be located after the pump.**

7.0 Signage Requirements

(a) All required notifications shall include posting of signs of sufficient size to be clearly read with the language below in the dominant language(s) expected to be spoken at the site.

(b) Signage for non-single family graywater treatment works (Categories B and D) shall comply with the following.

(1) A permanent warning sign must be visible at all fixtures from which graywater is collected. The signs must state that, "WATER FROM THIS FIXTURE IS REUSED. CHEMICALS, EXCRETA, PETROLEUM OILS AND HAZARDOUS MATERIALS MUST NOT BE DISPOSED DOWN THE DRAIN";

(2) Each room that contains graywater treatment works components must have a sign that says "CAUTION GRAYWATER TREATMENT WORKS, DO NOT DRINK, DO NOT CONNECT TO THE POTABLE DRINKING WATER SYSTEM. NOTICE: CONTACT BUILDING MANAGEMENT BEFORE PERFORMING ANY WORK ON THIS WATER SYSTEM."; and

(c) Signage for non-single family, subsurface irrigation non-single family graywater treatment works (Categories B and D) shall comply with the following.

(1) Each Irrigation Area must have a sign that says "CAUTION GRAYWATER BEING USED FOR IRRIGATION. DO NOT DRINK, DO NOT CONNECT TO THE POTABLE DRINKING WATER SYSTEM."

(d) Signage for non-single family, indoor toilet or urinal flushing, non-single family graywater treatment works (Category D) shall comply with the following:

(1) Each toilet and urinal must have a sign that says: “TO CONSERVE WATER, THIS BUILDING USES TREATED NON-POTABLE GRAYWATER TO FLUSH TOILETS AND URINALS.”

8.0 Operations and Maintenance Manual.

(a) The Operations and Maintenance Manual shall be referred to as the O&M manual. The O&M manual must include the following items:

(1) A graywater treatment works description including:

(i) equipment list

(ii) design basis data including but not limited to:

(A) design volumes;

(B) design flow rates of each component and service area;

(C) system as-built drawing; and

(D) process description.

(2) Maintenance information for the graywater treatment works including but not limited to:

(i) component maintenance schedule;

(ii) instructions for component repair, replacement, or cleaning;

(iii) replacement component source list;

(iv) testing and frequency for potable containment device; and

(v) instructions for periodic removal of residuals.

(3) Operational ranges for parameters including but not limited to:

(i) disinfectant concentration levels;

(ii) filter replacement parameters;

(iii) pressure ranges;

(iv) tank level; and

(v) valve status under normal operation.

(4) Step-by-step instructions for starting and shutting down the graywater treatment works including but not limited to:

(i) valve operation;

- (ii) any electrical connections;**
- (iii) cleaning procedures;**
- (iv) visual inspection; and**
- (v) filter installation.**

(5) A guide for visually evaluating the graywater treatment works and narrowing any problem scope based on alarm activations, effluent characteristics, system operation, and history.

(6) A list of graywater control measures in which the graywater treatment works must be operated.

37 As provided by Regulation 86, a local city, city and county, or county with a local
38 graywater control program has exclusive enforcement authority regarding compliance
39 with the ordinance or resolution and, as applicable, rule. The City has not adopted a
40 graywater control program by ordinance, resolution, or rule prior to this ordinance.

41 As directed by Title 13 of the GJMC, the Water Conservation Plan, and the
42 Comprehensive Plan, and in the interest of advancing the public health, safety and
43 welfare of the community, the City Council does hereby create Chapter 13.40 in Title 13
44 of the GJMC and does establish guidelines and standards for the design, construction,
45 installation, repair, modification, maintenance, and use of graywater systems in the City.

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

48 Chapter 13.40 shall be added to Title 13 of the Grand Junction Municipal Code
49 as follows (additions shown in **bold** print):

50

51 **Chapter 13.40 GRAYWATER CONTROL PROGRAM**

52

53 **13.40.010 Definitions**

54 ***Agricultural irrigation* means irrigation of crops produced for direct human**
55 **consumption, crops where lactating dairy animals forage, and trees that produce**
56 **nuts or fruit intended for human consumption. This definition includes household**
57 **gardens, fruit trees, and industrial hemp as defined by C.R.S. 35-61-101.**

58 ***Agronomic rate* means the rate of application of nutrients to plants that is**
59 **necessary to satisfy the nutritional requirements of the plants.**

60 ***City* means the City of Grand Junction, a Colorado home rule municipality.**

61 ***Closed sewerage system* means either a permitted Domestic Wastewater**
62 **Treatment Works, which includes a permitted and properly functioning On-site**
63 **Wastewater Treatment System (OWTS) with a design capacity more than 2,000**
64 **gpd, or a properly functioning and approved or permitted OWTS with a design**
65 **capacity of 2,000 gpd or less.**

66 ***Commission* means the Water Quality Control Commission 25-8-201, C.R.S.**

67 ***Component* means a subpart of a Graywater Treatment Works which may include**
68 **multiple devices.**

69 ***Cross-Connection* means any connection that could allow any water, fluid, or gas**
70 **such that the water quality could present an unacceptable health and/or safety**
71 **risk to the public, to flow from any pipe, plumbing fixture, or a customer's water**

72 system into a public water system's distribution system or any other part of the
73 public water system through backflow.

74 **Design** means the process of selecting and documenting in writing the size,
75 calculations, site specific data, location, equipment specification and
76 configuration of treatment components that match site characteristics and
77 Facility use.

78 **Design flow** means the estimated volume of graywater per unit of time for which a
79 component or Graywater Treatment Works is designed.

80 **Dispersed subsurface irrigation** means a subsurface irrigation system including
81 piping and emitters installed throughout an Irrigation Area.

82 **Division** means the Water Quality Control Division of the Colorado Department of
83 Public Health and Environment.

84 **Facility** means any building, structure, or installation, or any combination thereof
85 that uses graywater subject to a graywater control program (Program), is located
86 on one or more contiguous or adjacent properties, and is owned or operated by
87 the same person or legal entity. Facility is synonymous with the term operation.

88 **Floodplain (100-year)** means an area adjacent to a river or other watercourse
89 which is subject to flooding as the result of the occurrence of a one hundred
90 (100) year flood, and is so adverse to past, current or foreseeable construction or
91 land use as to constitute a significant hazard to public or environmental health
92 and safety or to property or is designated by the Federal Emergency Management
93 Agency (FEMA) or National Flood Insurance Program (NFIP). In the absence of
94 FEMA/NFIP maps, a professional engineer shall certify the floodplain elevations.

95 **Floodway** means the channel of a river or other watercourse and the adjacent
96 land areas that must be reserved to discharge the base flood without
97 cumulatively increasing the water surface elevation more than one foot or as
98 designated by the Federal Emergency Management Agency or National Flood
99 Insurance Program. In the absence of FEMA/NFIP maps, a professional engineer
100 shall certify the floodway elevation and location.

101 **Graywater** means that portion of wastewater that, before being treated or
102 combined with other wastewater, is collected from fixtures within residential,
103 commercial, or industrial buildings or institutional facilities for the purpose of
104 being put to beneficial uses. Sources of graywater are limited to discharges from
105 bathroom and laundry room sinks, bathtubs, showers, and laundry machines.
106 Graywater does not include the wastewater from toilets, urinals, kitchen sinks,
107 dishwashers, or nonlaundry utility sinks. C.R.S. 25-8-103(8.3)(a)

108

109 **Graywater Control Program (Program)** is this ordinance and, as applicable, any
110 rule(s), including implementation practices, regulation(s), standard(s) authorized
111 by the City, and which follows the minimum requirements of this Chapter and
112 other applicable law(s), rule(s) and regulation(s).

113 **Graywater Treatment Works** means an arrangement of devices and structures
114 used to: (a) collect graywater from within a building or a Facility; and (b) treat,
115 neutralize, or stabilize graywater within the same building or Facility to the level
116 necessary for its authorized uses. C.R.S. 25-8-103(8.4)

117 **Indirect connection** means a waste pipe from a Graywater Treatment Works that
118 does not connect directly with the closed sewerage system, but that discharges
119 into the closed sewerage system though an air break or air gap into a trap,
120 fixture, receptor, or interceptor.

121 **Irrigation area** means that area of ground consisting of soil, Mulch, gravel, and
122 plant material to which water is directly applied by a graywater subsurface
123 irrigation system.

124 **Legally Responsible Party**

125 (a) For a residential property, the Legally Responsible Party is the property
126 owner.

127 (b) For a corporation, the Legally Responsible Party is a responsible
128 corporate officer, either:

129 (1) a president, secretary, treasurer, or vice-president of the
130 corporation in charge of a principal business function, or any other
131 person who performs similar policy- or decision-making functions
132 for the corporation, or

133 (2) the manager of operating facilities, provided, the manager is
134 authorized to make management decisions which govern the
135 operation of the regulated Facility including having the explicit or
136 implicit duty of making major capital investment recommendations,
137 and initiating and directing other comprehensive measures to assure
138 long term environmental compliance with environmental laws and
139 regulations; the manager can ensure that the necessary systems are
140 established or actions taken to gather complete and accurate
141 information for approval application requirements; and where
142 authority to sign documents has been assigned or delegated to the
143 manager in accordance with corporate procedures.

144 (c) For a general or limited partnership or sole proprietorship, the Legally
145 Responsible Party is the general partner, business matters partner or the
146 proprietor, respectively.

147 (d) For a limited liability company, the responsible party shall be the
148 manager or other authorized agent of the company and shall be a natural
149 person.

150 (e) For a Municipality, State, Federal, or other public agency, the Legally
151 Responsible Party is a principal executive officer or ranking elected official,
152 either

153 (1) the chief executive officer of the agency, or

154 (2) a senior executive officer having responsibility for the overall
155 operations of a principal geographic unit of the agency (e.g.,
156 Regional Administrators of EPA), or

157 (3) when the entity is the State of Colorado, the Commission.

158 **Local Public Health Agency** means any the Mesa County Colorado Health
159 Department.

160 **Modification** means the alteration or replacement of any component of a
161 Graywater Treatment Works that can affect the quality of the finished water, the
162 rated capacity of a Graywater Treatment Works, the graywater use, alters the
163 treatment process of a Graywater Treatment Works, or compliance with this
164 regulation and the local graywater control program. This definition does not
165 include normal operations and maintenance of a Graywater Treatment Works.

166 **Mulch** means organic material including but not limited to leaves, prunings,
167 straw, pulled weeds, and wood chips.

168 **Mulch basin** means a type of irrigation or treatment field filled with Mulch or other
169 approved permeable material of sufficient depth, length, and width to prevent
170 ponding or runoff. A Mulch Basin may include a basin around a tree, a trough
171 along a row of plants, or other shapes necessary for irrigation.

172 **Non-single-family** means any structure that is not a single-family structure.

173 **Nuisance** means the unreasonable, unwarranted and/or unlawful use of property,
174 which causes inconvenience or damage to others, including to an individual or to
175 the general public.

176 **On-site Wastewater Treatment System (OWTS)** means an absorption system of
177 any size or flow or a system or Facility for treating, neutralizing, stabilizing, or
178 dispersing sewage generated in the vicinity, which system is not a part of or
179 connected to a sewage treatment works. C.R.S. 25-10-103(12)

180 **Percolation test** means a subsurface soil test at the depth of a proposed Irrigation
181 Area to determine the water absorption capability of the soil, the results of which
182 are normally expressed as the rate at which one inch of water is absorbed. The
183 rate is expressed in minutes per inch.

184 **Potable Water System** means a system for the provision of water to the public for
185 human consumption through pipes or other constructed conveyances, where
186 such system has less than fifteen service connections or regularly serves less
187 than an average of at least 25 people daily at least 60 days per year.

188 **Professional Engineer (P.E.)** means an engineer licensed in accordance with
189 section 12-25-1, C.R.S.

190 **Public Water System** means a system for the provision of water to the public for
191 human consumption through pipes or other constructed conveyances if such
192 system has at least fifteen service connections or regularly serves an average of
193 at least 25 individuals daily at least 60 days per year. A public water system is
194 either a community water system or a non-community water system. Such term
195 does not include any special irrigation district. Such term includes:

196 (a) Any collection, treatment, storage, and distribution facilities under
197 control of the supplier of such system and used primarily in connection
198 with such system.

199 (b) Any collection or pretreatment storage facilities not under such control,
200 which are used primarily in connection with such system.

201 **Regulation 86** means Colorado Department of Public Health and Environment
202 Water Quality Control Commission Regulation no. 86 – Graywater Control
203 Regulation, 5 CCR 1002-86.

204 **Single-family** means a detached or attached structure, arranged and designed as
205 a single-family residential unit intended to be occupied by not more than one
206 family and that has separate water and sewer services connections from other
207 dwelling units.

208 **Site Evaluation** means a comprehensive analysis of soil and site conditions for a
209 graywater Irrigation Area.

210 **Soil Horizon** means layers in the soil column differentiated by changes in texture,
211 color, redoximorphic features, bedrock, structure, consistence, and any other
212 characteristic that affects water movement.

213 **Soil Profile Test Pit** means a trench or other excavation used for access to
214 evaluate the soil horizons for properties influencing effluent movement, bedrock,
215 evidence of seasonal high ground water, and other information to be used in
216 locating and designing a graywater Irrigation Area.

217 **Soil Structure** means the naturally occurring combination or arrangement of
218 primary soil particles into secondary units or peds; secondary units are
219 characterized because of shape, size class, and grade (degree of distinctness).

220 **Suitable Soil** means unsaturated soil in which the movement of water, air, and the
 221 growth of roots is sustained to support healthy plant life and conserve moisture.
 222 Soil criteria for graywater subsurface irrigation are further defined in Attachment
 223 A: Graywater Design Criteria.,

224 **Subsurface irrigation** means a discharge of graywater into soil a minimum of four
 225 inches (4”) and no deeper than twelve inches (12”) below the finished grade.

226 **State** means the State of Colorado or any of its agencies.

227 **State Waters** means any and all surface and subsurface waters which are
 228 contained in or flow in or through this state, but does not include waters in
 229 sewage systems, waters in treatment works of disposal systems, waters in
 230 potable water distribution systems, and all water withdrawn for use until use and
 231 treatment have been completed.

232

233 **13.40.020 Abbreviations and Acronyms.** The following meanings are associated
 234 with the acronyms used in this chapter.

ANSI	American National Standards Institute
BK	Blocky
C.R.S.	Colorado Revised Statutes
CDPS	Colorado Discharge Permit System
FEMA	Federal Emergency Management Agency
gpd	gallons per day
GR	Granular
mg/L	milligrams per Liter
MPI	Minutes Per Inch
NFIP	National Flood Insurance Program
NSF	NSF International, formerly known as National Sanitation Foundation
O&M	Operations and Maintenance
OWTS	On-Site Wastewater Treatment System(s)
PR	Prismatic

235

236

237 **13.40.030 Purpose, Applicability, and Compliance**

238 **(a) Purpose.** The purpose of this chapter is to:

239 (1) Establish a Graywater Control Program (Program) within the City of
 240 Grand Junction, Colorado.

241 (2) Reduce per capita water consumption in service of the City’s goals for
 242 water and wastewater management.

243 (3) Establish standards including requirements, prohibitions, and
244 recommendations, for the use of graywater; and for the location, design,
245 construction, operation, installation, and Modification of Graywater
246 Treatment Works.

247 (4) Establish allowed users and uses of graywater within the City of Grand
248 Junction.

249 (5) Assist the City in its effort to protect public health and water quality.

250 (b) Applicability. This Chapter applies to:

251 (1) Properties within the legal boundaries of the City as the same now exist
252 or as the boundary may change over time.

253 (2) This Chapter does not apply to:

254 (i) Discharges pursuant to a Colorado Discharge Permit System
255 (CDPS) or National Pollutant Discharge Elimination System Permit
256 (NPDES) permit;

257 (ii) Wastewater that has been lawfully treated and released to state
258 waters prior to subsequent use;

259 (iii) Wastewater that has lawfully been treated and used at a
260 Domestic Wastewater Treatment Works for landscape irrigation or
261 process uses;

262 (iv) On-site wastewater treatment works authorized under and
263 operating in accordance with Regulation #43 (5 CCR 1002-43);

264 (v) Reclaimed wastewater authorized under and operating in
265 accordance with Regulation #84 (5 CCR 1002-84);

266 (vi) Water used in an industrial process that is internally recycled in
267 accordance with applicable law;

268 (vii) Graywater research activities exempted from graywater control
269 regulations under C.R.S. 25-8-205.3; and

270 (viii) Lawful rainwater harvesting.

271 (c) Compliance.

272 All graywater uses and Graywater Treatment Works within the City's jurisdiction
273 must comply with the minimum requirements of this Chapter, all applicable state
274 and federal requirements for graywater system, and all requirements imposed by
275 Mesa County Colorado Health department.

276 (1) Any Graywater Treatment Works installed prior to the effective date of
277 this regulation must be able to demonstrate they meet the minimum
278 requirements of this Chapter.

279 (2) Should the City Program be revoked or rescinded by the City, all
280 Graywater Treatment Works in the City's jurisdiction must within 365 days:

281 (i) If applicable, be regulated by Mesa County under a graywater
282 control program by which the County assumes authority over the
283 existing Graywater Treatment Works; or

284 (ii) Be physically removed or permanently disconnected in
285 accordance with local or state regulations.

286 (3) Should a property with a lawful Graywater Treatment Works be de-
287 annexed from the City of Grand Junction, the property owner must within
288 365 days

289 i (i) Ensure the Graywater Treatment Works complies with the
290 controlling jurisdiction of the property; or

291 (ii) Ensure the Graywater Treatment Works is physically removed or
292 permanently disconnected in accordance with applicable local and
293 state regulations.

294

295 (4) Graywater may be used only as allowed under and by the City Program.
296 Unauthorized graywater use and discharge(s) are prohibited.

297 (5) All Graywater Treatment Works installed in the City must:

298 (i) meet all requirements of Regulation 86 as may be amended, and

299 (ii) City Building Code, and

300 (iii) and any applicable federal law, state, City, and Mesa County
301 requirements.

302 (6) Graywater Treatment Works are prohibited from being installed in
303 properties that have new or existing On-Site Wastewater Treatment
304 Systems\ . Connection of the Graywater Treatment Works to the Persigo
305 Wastewater Treatment Plant is a requirement to own/operate a Graywater
306 Treatment Works.

307

308 **13.40.040 Materials Incorporated by Reference**

309 (a) Design criteria incorporated by reference and cited herein are included in
310 Attachment A and are referred to herein as the Graywater Design Criteria.

311 (1) The Graywater Design Criteria shall be maintained in accordance with
312 Regulation 86, as amended and the most recent version of the International
313 Plumbing Code adopted by Mesa County.

314 (b) All materials referenced in and/or incorporated by reference in this ordinance
315 may be examined at gjcity.org or at the City Hall, Clerk's Office, 250 N 5th Street,
316 Grand Junction, CO 81501.

317

318 13.40.050 Permitting, Inspection and Approval

319 (a) Permitting. Prior to approval for use, all Graywater Treatment Works must be
320 approved by the City of Grand Junction.

321 (b) Inspection. Prior to approval for use, all Graywater Treatment Works must be
322 inspected, verified, and accepted by the City of Grand Junction.

323 (c) Operation and Maintenance (O&M) Manual, All graywater systems must have
324 an O&M manual. The O&M Manual shall fully comply with the O&M manual
325 requirements, specifications and content all as provided in the Graywater Design
326 Criteria.

327

328 13.40.060 Enforcement and Oversight

329 (a) Responsible Agency. The City Manager shall be responsible for oversight and
330 implementation of this Chapter including, but not limited to, review, inspection,
331 enforcement, tracking, and receipt of complaints.

332 (b) Enforcement. The City and its contractor the Mesa County Building
333 Department (Building Department) are authorized to perform inspections and take
334 enforcement actions to ensure compliance with this Chapter.

335 (1) Enforcement of this Chapter shall be in accordance with the duty(ies)
336 set forth in GJMC 15.08.020.

337 (2) The Applicant shall install and maintain any Graywater Treatment Works
338 within the City in accordance with the Graywater Design Criteria in
339 Attachment A. The City Manager is authorized to perform inspection(s) and
340 take enforcement action(s) to ensure compliance with this Chapter.

341 (3) The City shall provide an application for, and when a complete
342 application is made, filed and fees are paid, review the proposed Graywater
343 Treatment Works.

344 (4) The City shall review and approve, approve with conditions, or deny
345 each application within 30 days of the City determining the application to
346 be complete. An incomplete application will be denied.

347

348 **13.40.070 Reporting Requirements and Tracking System**

349 **(a) Owners (or their Legally Responsible Party) of Category B and D Graywater**
350 **Treatment Works are required to provide an annual self-certification of the legal**
351 **status of their Graywater Treatment Works. The letter must contain the following:**

352 (1) A statement indicating if the Graywater Treatment Works is still in
353 operation;

354 (2) A certification that the Graywater Treatment Works is being operated in
355 accordance with the operations and maintenance manual;

356 (3) A certification that no Modification(s) has(have) been made to the
357 Graywater Treatment Works. If Modification(s)has(have) been made to the
358 Graywater Treatment Works, the Modification(s) must be described in a
359 written statement.

360 (4) Written attestation that the Graywater Treatment Works is overseen by
361 an operator certified according to requirements of Regulation 100, 5 CCR
362 1003-2, if required.

363 **(b) The owner or operator of a Graywater Treatment Works must report the**
364 **following information to the City of Grand Junction for inclusion in a tracking**
365 **system of Graywater Treatment Works. The information must be received within**
366 **30 days of the treatment works becoming operational:**

367 (1) The legal address where the Graywater Treatment Works is located;

368 (2) The owner of the Graywater Treatment Works;

369 (3) A list of Graywater uses;

370 (4) A description of the Graywater Treatment Works; and

371 (5) Where required, the name and contact information for the certified
372 operator associated with the Graywater Treatment Works.

373 **(c) The owner or operator of a Graywater Treatment Works must report changes**
374 **to any of these items must be reported to City of Grand Junction within 60 days**
375 **of the changes.**

376

377

378 **13.40.080 Fees**

379 **(a) The City may impose fees for administration and oversight of the Graywater**
380 **Control Program.**

381 **(b) Plan Review Fees and Planning Clearance Fees, Building Permit and**
382 **Inspection Fees may be applicable as determined by the City Manager.**

383

384 **13.40.090 Graywater Use Categories.**

385 **The graywater use categories allowed are defined below. A Facility may have**
386 **multiple Graywater Treatment Works if all applicable use and design**
387 **requirements are satisfied.**

388 **(a) Category A: Single-family, subsurface irrigation**

389 **(1) Category A graywater use must meet the following:**

390 **(i) Allowed users: Single-family.**

391 **(ii) Allowed graywater sources: Graywater collected from bathroom**
392 **and laundry room sinks, bathtubs, showers, and laundry machines.**

393 **(iii) Allowed uses: Outdoor, subsurface irrigation within the confines**
394 **of the legal property boundary.**

395 **(iv) Design flow: The design flow for a single-family Graywater**
396 **Treatment Works shall not exceed 400 gallons per day (gpd).**

397 **(b) Category B: Non-single-family, subsurface irrigation, 2,000 gallons per day**
398 **(gpd) or less**

399 **(1) Category B graywater use must meet the following:**

400 **(i) Allowed users: Non-single-family users.**

401 **(ii) Allowed graywater sources: Graywater collected from bathroom**
402 **and laundry room sinks, bathtubs, showers, and laundry machines.**

403 **(iii) Allowed uses: Outdoor, subsurface irrigation within the confines**
404 **of the legal property boundary.**

405 **(iv) Design flow: The design flow for a non-single-family Graywater**
406 **Treatment Works shall not exceed 2,000 gallons per day (gpd) for**
407 **outdoor irrigation for the Facility.**

408 **(c) Category C: Single-family, indoor toilet and urinal flushing, subsurface**
409 **irrigation**

410 **(1) Category C graywater use must meet the following:**

- 411 (i) **Allowed users: Single-family.**
- 412 (ii) **Allowed graywater sources: Graywater collected from bathroom**
413 **and laundry room sinks, bathtubs, showers, and laundry machines.**
- 414 (iii) **Allowed uses: Indoor toilet and urinal flushing and outdoor,**
415 **subsurface irrigation within the confines of the legal property**
416 **boundary.**
- 417 (iv) **Design flow: The design flow for a single-family Graywater**
418 **Treatment Works shall not exceed 400 gallons per day (gpd) for all**
419 **approved uses.**

420

421 **(d) Category D: Non-single-family, indoor toilet and urinal flushing, subsurface**
422 **irrigation**

423 **(1) Category D graywater use must meet the following:**

- 424 (i) **Allowed users: Non-single-family users.**
- 425 (ii) **Allowed graywater sources: Graywater collected from bathroom**
426 **and laundry room sinks, bathtubs, showers, and laundry machines.**
- 427 (iii) **Allowed uses: Indoor toilet and urinal flushing and outdoor,**
428 **subsurface irrigation within the confines of the legal property**
429 **boundary.**
- 430 (iv) **Design flow: There is no maximum design flow for a non-single**
431 **family Graywater Treatment Works for indoor toilet and urinal**
432 **flushing. There is no maximum design flow for wastewater from the**
433 **Facility that can go to a Closed Sewerage System. The design flow is**
434 **limited to 2,000 gallons per day (gpd) or less for outdoor irrigation**
435 **for the Facility.**

436

437 **13.40.100 Design Criteria**

438 **(a) Design Criteria**

- 439 **(1) All Graywater Treatment Works must meet the requirements of the**
440 **Graywater Design Criteria in effect at the time of installation of the system.**
441 **The Graywater Design Criteria is included in Attachment A. Attachment A is**
442 **incorporated by this reference as if fully set forth.**

443 **(b) Sizing**

444 (1) Graywater Treatment Works must be sized appropriately using the flow
445 projection methods described in the Graywater Design Criteria.

446 (2) The size of Irrigation Areas must be determined using the sizing
447 protocols described in the Graywater Design Criteria.

448 **(c) System Modifications**

449 (1) Graywater Treatment Works requiring Modifications must be upgraded
450 to the requirements of the Graywater Design Criteria in effect at the time of
451 Modifications. All system Modifications must be approved by the City of
452 Grand Junction.

453

454 **13.40.110 Control Measures**

455 **(a) General control measures.**

456 **All Graywater Treatment Works and uses must be conducted in accordance with**
457 **the following control measures:**

458 (1) Graywater must be collected in a manner that minimizes the presence or
459 introduction of:

460 (i) Hazardous or toxic chemicals in the graywater to the greatest
461 extent possible;

462 (ii) Human excreta in the graywater to the greatest extent possible;

463 (iii) Household wastes; and

464 (iv) Animal or vegetable matter.

465 (2) Use of graywater is limited to the confines of the Facility from which the
466 graywater is derived.

467 (3) All graywater systems must have an operation and maintenance (O&M)
468 manual. The Graywater Treatment Works must be operated and maintained
469 in accordance with the O&M manual, including all manufacturer
470 recommended maintenance activities. See the Graywater Design Criteria
471 for O&M manual requirements.

472 (i) The O&M manual must remain with the Graywater Treatment
473 Works throughout the system's life and be updated based on each
474 Modification and approval made to the system.

475 (ii) The O&M manual must be transferred, upon change of ownership
476 or occupancy, to the new owner or tenant.

477 (iii) For Category D Graywater Treatment Works that have a capacity
478 to receive greater than 2,000 gallons per day (gpd), operational and
479 maintenance records must be maintained for a minimum of the past
480 five (5) years.

481 (4) The owner or operator of a Graywater Treatment Works must minimize
482 exposure of graywater to humans and domestic pets.

483 (5) Graywater use and Graywater Treatment Works must not create a
484 nuisance.

485 (6) Graywater may not be stored for more than 24 hours unless the
486 graywater has been treated by a Graywater Treatment Works. All Graywater
487 must be stored inside a tank(s) that meets the design requirements of the
488 Graywater Design Criteria.

489 (7) Temporary or semi-temporary connections from the Potable Water
490 System or public water system to the Graywater Treatment Works are
491 prohibited. Permanent connections from the Potable Water System or
492 public water system to the Graywater Treatment Works must meet the
493 design requirements of the Graywater Design Criteria.

494 (b) Subsurface irrigation system control measures. All subsurface irrigation
495 systems must be operated in accordance with the additional following control
496 measures:

497 (1) Agricultural irrigation with graywater is prohibited by Regulation 86 and
498 this Chapter.

499 (2) Irrigation with graywater is prohibited when the ground is frozen, plants
500 are dormant, during rainfall events, or the ground is saturated.

501 (3) Irrigation scheduling must be adjusted so that application rates are
502 closely matched with soil and weather conditions.

503 (4) Graywater must be applied in a manner that does not result in ponding,
504 runoff, or unauthorized discharge to state waters. For Dispersed
505 Subsurface Irrigation systems, the graywater must be applied at an
506 agronomic rate. For Mulch Basins systems, the graywater must not be
507 applied in excess of the soil adsorption rate.

508 (5) For Mulch Basin systems, Mulch must be replenished and undergo
509 periodic maintenance as needed to reshape or remove material to maintain
510 surge capacity and to prevent ponding and runoff.

511 (c) Control measures that apply to indoor toilet and urinal flushing graywater use
512 Indoor toilet and urinal flushing Graywater Treatment Works (Categories C and D)
513 must be operated in accordance with the following additional control measures.

514 (1) **Graywater for toilet and urinal flushing use must be disinfected.**

515 (a) **Graywater Treatment Works that utilize chlorine for disinfection**
516 **must have a minimum of 0.2 mg/L and a maximum of 4.0 mg/L of free**
517 **chlorine residual throughout the indoor graywater plumbing system,**
518 **including fixtures.**

519 (b) **Single-family Graywater Treatment Works that utilize non-**
520 **chemical methods, such as UV, for disinfection must have a chlorine**
521 **puck present in each toilet or urinal tank.**

522 (2) **Graywater for toilet and urinal flushing must be dyed with either blue or**
523 **green food grade vegetable dye and be visibly distinct from potable water.**

524

525 **13.40.120 Certified Operator of Category D Systems**

526 (a) **Category D Non-single-family systems of over 2,000 gallons per day must be**
527 **operated by qualified personnel who meet any applicable requirements of**
528 **Regulation #100 the Water and Wastewater Facility Operators Certification**
529 **Requirements (5 CCR 1003-2).**

530

531 **13.40.130 Nuisance**

532 (a) **It shall be unlawful and constitute a nuisance for any person to erect, install,**
533 **or use a graywater system upon property located within the City without first**
534 **having obtained a building permit, issued pursuant to this Chapter, for an**
535 **approved, compliant graywater system.**

536 (b) **It shall be unlawful and constitute a nuisance for any person to collect or**
537 **cause to be collected graywater from any sources except as otherwise expressly**
538 **permitted under this Chapter.**

539 (c) **It shall be unlawful and constitute a nuisance for any person to use graywater,**
540 **or conduct any graywater activity, upon property located within the City for any**
541 **purpose except as otherwise expressly permitted this Chapter.**

542 (d) **It shall be unlawful and constitute a nuisance for any person to operate a**
543 **graywater system or subsurface irrigation system without implementing the**
544 **control measures provided in this Chapter.**

545

546 **13.40.140 Remedies for Noncompliance**

547 (a) **Compliance orders. Whenever the City determines that any activity is**
548 **occurring which is not in compliance with a building permit and/or the**

549 requirements of this Chapter, the City may issue a written compliance order to
550 the Legally Responsible Party containing a compliance schedule (Schedule).

551 (1) The Schedule shall direct specific action(s) by the Legally Responsible
552 Party including dates for the completion of the action(s). It shall be
553 unlawful for any person to fail to comply with any compliance order.

554 (b) Suspension and revocation of permit. The City may suspend or revoke a
555 building permit for violation of any provision of this chapter, violation of the
556 permit, and/or misrepresentations by the permittee or the permittee's agents,
557 employees, or independent contractors.

558 (c) Stop work orders. Whenever the City determines that any activity is occurring
559 which is not in compliance with an approved permit and/or the requirements of
560 this chapter, the City may order such activity stopped upon service of written
561 notice upon the Legally Responsible Party. Any and all work or other activity(ies)
562 under, or in reliance on a permit having issued, shall immediately stop until
563 authorized in writing by the city to proceed.

564 (1) Service shall be by hand delivery or posting the property.

565 (2) If the Legally Responsible Party cannot be located, the notice to stop
566 shall be posted in a conspicuous place upon the property where the
567 activity is occurring.

568 (3) The notice shall state the nature of the violation.

569 (4) The notice shall not be removed until the violation has been cured or
570 authorization to remove the notice has been issued by the city.

571 (5) It shall be unlawful for any person to fail to comply with a stop work
572 order.

573 (d) Civil proceedings. In case of any violation of any provision of this chapter, or
574 any amendment thereof, the city may, at its discretion, initiate civil proceedings,
575 including administrative citations pursuant to chapter 8.25 of the GJMC
576 injunction, mandamus, abatement, declaratory judgment or other appropriate
577 actions or proceedings, to prevent, enjoin, abate, remove, or otherwise correct
578 any such unlawful condition. Civil remedies provided for under this section are
579 not exclusive and shall not preclude prosecution for criminal violations under the
580 provisions of this chapter.

581

582 13.40.150 Severability

583 (a) The provisions of this Chapter are severable. If any portion of this Chapter
584 should be declared invalid for any reason whatever, such decision shall not affect
585 the remaining portions thereof.

586

587

588

589 Introduced on first reading the ____ day of ____ 2022 and ordered published in
590 pamphlet form.

591

592 Adopted on second reading this ____ day of ____ 2022 and ordered published in
593 pamphlet form.

594

595

596 ATTEST:

597

598

599

600

601

602

603 _____
Amy Phillips City Clerk

Anna M. Stout

President of City Council



Grand Junction City Council

Regular Session

Item #7.b.i.

Meeting Date: September 7, 2022
Presented By: Daniella Acosta, Senior Planner
Department: Community Development
Submitted By: Dani Acosta, Senior Planner

Information

SUBJECT:

An Ordinance Rezoning 18.98 Acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac), Located at 2981 B 1/2 Road

RECOMMENDATION:

The Planning Commission heard the rezoning request at its July 26, 2022 meeting and voted (6-1) to recommend approval.

EXECUTIVE SUMMARY:

The Applicant, CIA Investments, LLC, is requesting the rezone of one parcel totaling 18.98 acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac) located at 2981 B ½ Rd. The purpose of the rezone is to provide for medium-high density attached and detached dwellings, two-family dwellings and multifamily. 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.

The requested R-8 zone district conforms with the Comprehensive Plan Land Use Map designation of Residential Medium. R-8 zone districts serve as a transitional district, which may act as a buffer between lower density single-family and commercial zones.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The proposed rezone comprises one parcel totaling 18.98 acres situated at 2981 B ½ Rd, just northeast of Hwy 50. The property is within the area included in the 2014 Orchard Mesa Plan. The subject site was annexed into the City in 2015 as part of the Morse Annexation and rezoned from a County RSF-R (Residential Single-Family Rural) to a City R-4, under the 2010 Grand Junction Zoning and Development Code. In 2016,

the property 2997 B ½ Rd underwent a Simple Subdivision (SSU-2016-28) to split the original 25.37 acres lot into two lots: Lot 1, 4.00 acres and the subject property, Lot 2, 18.98 acres, which is now addressed 2981 B ½ Rd.

As indicated, the subject site is currently zoned R-4 and at present does not contain any buildings or structures. The subject site is primarily surrounded by single family residential neighborhoods, open space and undeveloped parcels.

The 2020 One Grand Junction Comprehensive Plan classifies the subject property and several adjacent properties to the south and southeast Residential Medium. The Comprehensive Plan classified the areas directly to the west, east and north of the subject site as Residential Low.

Under the Grand Junction Municipal Code, the zone districts that may implement the Residential Medium Land Use classification include R-8 (Residential 8 du/ac), R-12 (Residential 12 du/ac), CSR (Community Services and Recreation), MXR-3 (Mixed Use Residential-Medium), MXG-3 (Mixed Use General-Medium), and MXS-3 (Mixed Use Shopfront-Medium) zone districts. The current zoning, R-4, does not implement the Comprehensive Plan. A rezone to R-8 will bring the parcel into conformance with the adopted 2020 Comprehensive Plan.

The Applicant is requesting a rezone to R-8, which could increase the availability of medium density housing stock within Orchard Mesa. According to the General Project Report, the objective of the rezone is to increase residential density for the potential development in a suburban infill area to counter the housing shortage currently being experienced in the City. 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 Subdivision Plan Review.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held virtually on April 19, 2022, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. There were approximately 25 participants in attendance, including the Representative, City Staff and the Developer.

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 15, 2022. The notice of the Planning Commission public hearing was published on July 19, 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 2020 One Grand Junction Comprehensive Plan designates the subject property for Residential Medium land uses. The Applicant's request to rezone the property to R-8 facilitates the desired development pattern identified in the Comprehensive Plan, which anticipates more medium-density housing in this area. Moreover, the Comprehensive Plan does not identify the current zoning, R-4, as a valid zoning district for the designated land uses. While the land use designation for this site has not changed dramatically from the 2010 Comprehensive Plan Residential Medium Low to the 2020 Comprehensive Plan Residential Medium, the density range for Medium Residential changed from 4-8 du/ac to 5.5-8 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. At first glance, it seems that the Residential Medium Future Land Use Designation of the parcel is out of place since it abuts a development with a Future Land Use Designation of Residential Low. It should be clarified that the plan for the Orchard Mesa area was to designate parcels south of B 1/2 Rd and west of 30 Rd as Residential Medium to limit the expansion of high intensity growth and preserve the agricultural reserves to the east and the low residential parcels to the north. The developments south of B 1/2 with a Future Land Use Designation of Low were designated as such because the developments preceded the adoption of both the 2010 Comprehensive Plan and the 2020 Comprehensive Plan and were developed at lower intensities. It was decided that these developments would receive a Residential Low to avoid future upzonings and preserve the integrity of these neighborhoods and protect the existing property owners. But had these parcels been undeveloped at the time, they would have been designated Residential Medium.

Therefore, staff finds this criterion has been met.

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

Since the subject site was initially annexed in 2015, there has been relatively few large-scale development activity in the area surrounding or near the site. The majority of development activity taking place since 2015 is planning clearances for single-family houses and fence permits in the neighboring subdivisions. Therefore, it is premature to conclude that the area has changed dramatically enough in character to warrant a rezone. As such, 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 R-8 zone district. The subject site is currently served by Ute Water District, City of Grand Junction Sewer District, the Orchard Mesa Drainage District, the Orchard Mesa Irrigation Company, and Grand Valley Power. The application packet was sent out to applicable utility companies for this proposal, and there were no objections expressed during the review process. There is a 24" and 8" waterlines in B ½ Rd and a 4" water line in 30 Rd. As mentioned, the property is located within the 201 Persigo boundary and there is 10" sanitary sewer line that runs along the western perimeter of the property, as well as another 10" sanitary sewer line in B ½ Rd. Multimodal access is sufficient. The property fronts two minor arterials, B ½ Rd and 30 Rd. Any subsequent subdivision proposal will require a stub street to 215 30 Rd to the south, which will create increased street connectivity that will help decrease and direct traffic off arterial streets, contributing to more efficient travel through the availability of continuous and more direct routes. Additionally, there are two proposed Active Transportation Corridors along the property: 1) a proposed on-street corridor along B ½ and 2) a proposed trail along the drainageway that runs along the western perimeter of the property. Additionally, the Active Transportation Corridor Plan indicates a proposed off-street trail along the applicant's west property line. Construction of a 10' wide concrete trail within a 15' Trail Easement is required by the applicant as part of the development. 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

There are some differences between the R-4 and R-8 zone districts as they relate to the types of permitted primary and secondary land uses and the general development characteristics. The R-8 zone district accounts for approximately nine percent of City zoned land, whereas the R-4 zone district accounts for approximately 10 percent of City zoned land.

There are approximately 234 acres within the immediate vicinity that have a Future Land Use Designation of Residential Medium. Currently, there are no parcels within the immediate vicinity that are zoned R-8 or within a mile of the property as measured from all sides. As such, there is a deficit of zone districts that are also able to implement the Residential Medium Future Land Use Designation. Therefore, Staff finds that this criterion has been 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 finds 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 2 – Suburban Infill tier as identified on the City’s Growth Plan. Rezoning to R-8 opens up opportunities for more compact development and medium density uses 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 2 will provide development opportunities while minimizing the impact on infrastructure and City services. Rezoning to R-8 may help direct any potential future medium-density development to an area that has adequate public infrastructure and amenities to accommodate that growth. Therefore, Staff finds this criterion has been met.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing the Chipeta Hollows Rezone, RZN-2022-298, rezoning one parcel totaling 18.98 acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac) for the property located at 2981 B ½ Rd, 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 has been met.

Therefore, the Planning Commission recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5095, an ordinance rezoning one parcel totaling 18.98 acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac) located at 2981 B 1/2 Road on final passage and order final publication in pamphlet form.

Attachments

1. Exhibit 1. Development Application
2. Exhibit 2. Maps

3. Exhibit 3. Neighborhood Meeting Documentation
4. Exhibit 4. Public Comment
5. ORD-2981 B.5 rezone 082522

Development Application

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

Petition For:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Digitally signed by Tracy States
 Date: 2022.04.15 10:12:31 -06'00'

Date

Signature of Legal Property Owner

Date

Location Map



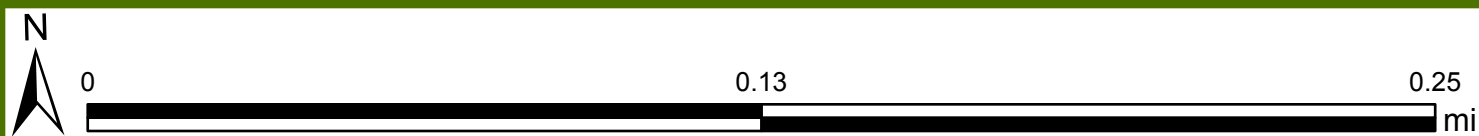
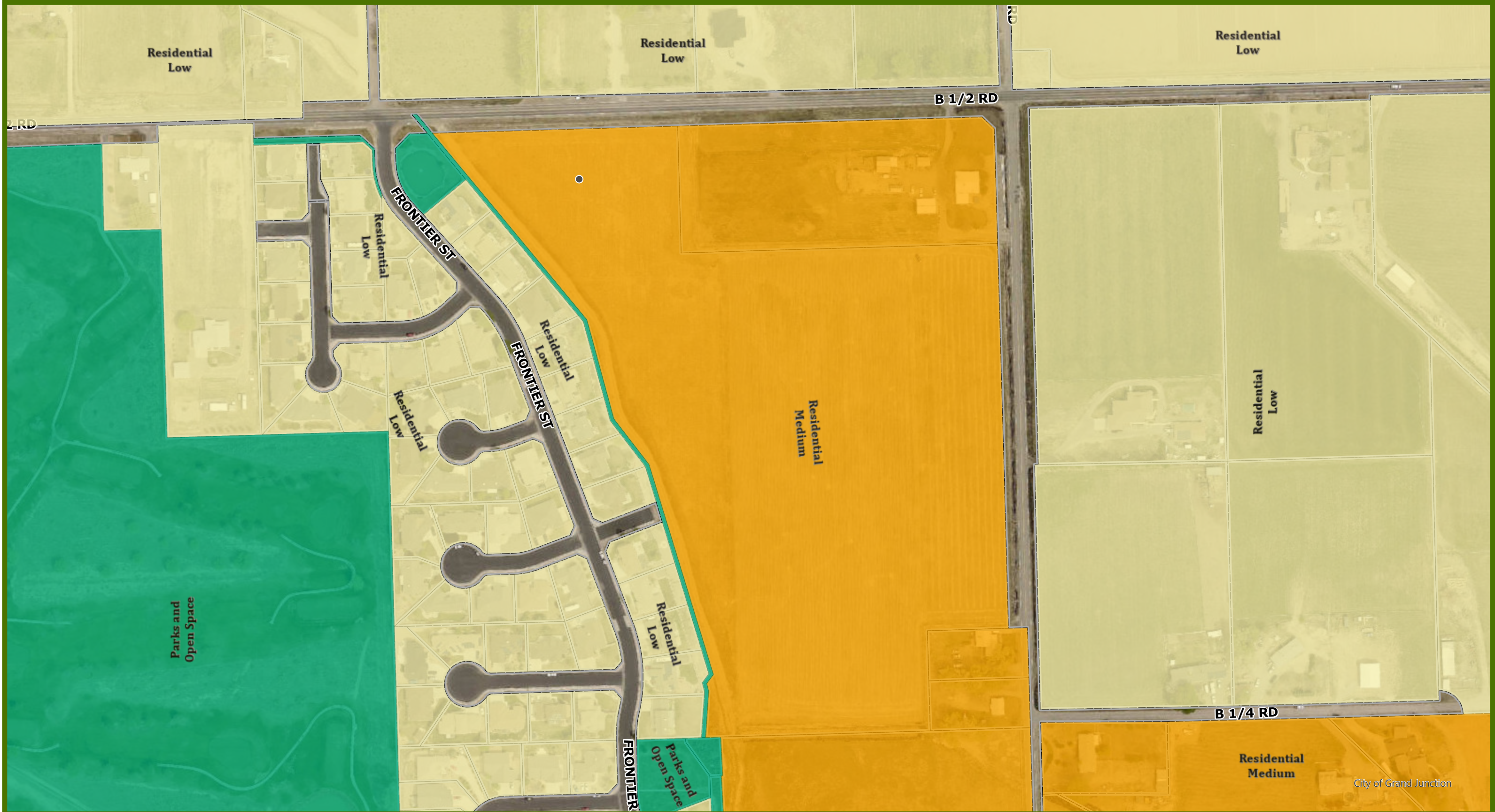
Printed: 4/19/2022
1 inch equals 188 feet
Scale: 1:2,257

Existing Zoning



Printed: 4/19/2022
1 inch equals 188 feet
Scale: 1:2,257

2020 Comprehensive Plan Designation



Printed: 4/19/2022
1 inch equals 188 feet
Scale: 1:2,257

General Project Report

**CIA Investments LLC Rezone
2981 B 1/2 Road, Grand Junction, CO
Parcel No. 2943-294-48-002**

April 20, 2022

Prepared for:

**CIA Investments LLC
218 Easter Hill Drive, Grand Junction, CO 81507**

Prepared by:



215 Pitkin, Grand Junction, CO 81501

Grand Junction, CO 81506

Phone: (970) 241-4722

Fax: (970) 241-8841

A. Project Description

1) Location: The parcel is located at 2981 B ½ Road, on the south of B ½ Road with frontage along 30 Road (Parcel No. 2943-294-48-002).

2) Acreage: The subject parcels contain approximately 18.98 acres.

3) Proposed Use: This submittal is for the Rezoning of the parcel from R-4 to R-8. The future land use is Residential Medium (5.5-12/DU/Acre). The proposed R-8 zoning meets the intent of the 2020 Comprehensive Plan with regards to density and use. The current R-4 zoning does not meet the intent of the 2020 Comprehensive Plan.

B. Public Benefit

The proposed Rezone will provide medium density, single family residential lots needed to keep up with growth and demand for housing.

C. Neighborhood Meeting

A neighborhood meeting was held virtually via a zoom meeting on Tuesday, April 19, 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 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/AG and, low to medium density residential, as well as commercial uses along the Hwy 50 Corridor to the south. Chipeta Golf Course and Mesa View Elementary are also in the immediate vicinity.

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
- Orchard Mesa Irrigation District
- Xcel Energy (Gas & Electric)
- City of Grand Junction Fire – Station 4
- Spectrum/Charter

CenturyLink/Lumen

A Fire Flow Form will be obtained at the Preliminary/Final submittal stage.

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.**
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 Rezone request to the R-8 zone district will bring the parcel into compliance with the newly adopted 2020 Comprehensive Plan. The current-4 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 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 developments and are not affected as a result of the 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 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 and the extension of services.

F. Development Schedule

Not applicable for this submittal.

LEGAL DESCRIPTION

**Lot 2 of
MORSE SUBDIVISION,
County of Mesa, State of Colorado**

RETURN RECORDED DOCUMENT TO:
CIA Investments LLC, a Colorado Limited Liability Company
218 Easter Hill Drive, Grand Junction, CO 81507

Document Fee: \$86.50

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 25th day of February, 2022, is made between **William L. Morse Trust Dated September 29, 2009** ("Grantor"), duly organized and existing under the laws of the State of Colorado

AND

CIA Investments LLC, a Colorado Limited Liability Company ("Grantee"), duly organized and existing under the laws of the State of Colorado, whose legal address is 218 Easter Hill Drive, Grand Junction, CO 81507.

WITNESS, that the Grantor(s), for and in consideration of **EIGHT HUNDRED SIXTY FIVE THOUSAND AND 00/100 DOLLARS (\$865,000.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the Grantee, **IN SEVERALTY** and the heirs, successors and assigns of the Grantee forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of **Mesa** and State of Colorado, described as follows:

**Lot 2 of
MORSE SUBDIVISION,
County of Mesa, State of Colorado**

ALSO KNOWN AS: 2981 B 1/2 Road, Grand Junction, CO 81503

TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the heirs, successors and assigns of the Grantee forever. The Grantor, for the Grantor and the heirs, successors and assigns of the Grantor, **warrants title to the same against all persons claiming by, through or under the Grantor**, subject to **the Statutory Exceptions**

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

William L. Morse Trust Dated September 29, 2009


Timothy L. Morse, Trustee

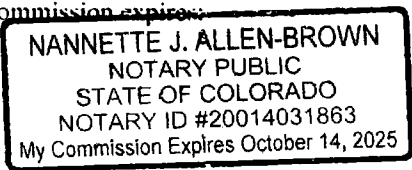
State of: **Colorado**

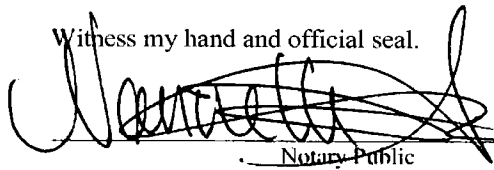
||
|| ss.
||

County of: **Mesa**

The foregoing instrument was subscribed, sworn to, and acknowledged before me this **February 25, 2022**, by **Timothy L. Morse as trustee of the William L. Morse Trust Dated September 29, 2009**

My Commission expires:



Witness my hand and official seal.

Notary Public

****If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)**

After Recording Return To:
CIA Investments LLC
218 Easter Hill Drive
Grand Junction, CO 81507

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named: CIA Investments LLC
2. The Entity is a: Limited Liability Company
3. The Entity is formed under the laws of: Colorado
4. The mailing address for the entity is:

218 Easter Hill Drive
Grand Junction, CO 81507
5. 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:
GREA LLC, a Colorado Limited Liability Company, Member
O'Leary Investments, LLC, a Colorado Limited Liability Company, Member
Trim Concepts LLC, a Colorado Limited Liability Company, Member
6. The authority of the foregoing person(s) to bind the entity: **not limited**
7. Other matters concerning the manner in which the entity deals with interests in real property: NONE
8. This Statement of Authority is executed on behalf of the Entity pursuant to the provisions of C.R.S. Section §38-30-172.

Executed this: February 25, 2022

CIA Investments LLC

Charlie Gechter, Member of
GREA LLC, a Colorado Limited Liability Company

STATE OF: Colorado

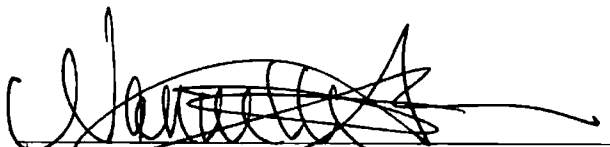
COUNTY OF: Mesa

The foregoing instrument was acknowledged before me this 25th day of February, 2022, by Charlie Gechter as Member of GREA LLC, a Colorado Limited Liability Company as Member of CIA Investments LLC, a Colorado Limited Liability Company

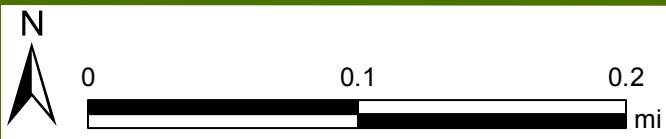
Witness my hand and seal.

My commission expires:

NANNETTE J. ALLEN-BROWN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20014031863
My Commission Expires October 14, 2025


Notary Public

Comprehensive Future Land Use Map



Printed: 7/21/2022

1 inch = 376 feet

Site Map

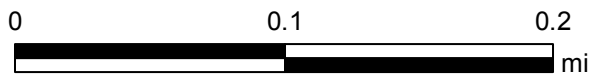


Printed: 7/21/2022

1 inch = 376 feet



Vicinity Map



Printed: 7/21/2022

1 inch = 376 feet

Zoning Map



Printed: 7/21/2022

1 inch = 376 feet



**2981 B ½ Road, REZONE
(Parcel No. 2943-294-48-002)**

**SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING
TUESDAY, APRIL 19, 2022, @ 5:30 PM
VIA ZOOM**

A virtual neighborhood meeting for the above-referenced Rezone, was held Tuesday, April 19, 2022, via Zoom, at 5:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on April 8, 2022, per the mailing list received from the City of Grand Junction. There were 25 +/- attendees including Tracy States, Project Coordinator, with River City Consultants, Dani Acosta, Associate Planner with the City of Grand Junction, and Wendi Gechter, representing the developer. There were 20 +/- neighbors in attendance.

The meeting began at approximately 5:30 PM. Tracy States explained where the project was located, that the existing zoning of R-4 and did not implement the 2020 Comprehensive Plan future land use of Residential Medium and so a R-8 zone district was being requested to bring the property into compliance. She explained that there was no development plan to present and that a separate neighborhood meeting would be held when a plan was prepared and that up to 151 units could be developed on the acreage. She also explained that it would likely develop around 5.5 to 6 DU/acre by the time stormwater management and infrastructure was accounted for. Ms. States then opened the meeting for questions/discussion.

There was a lot of discussion on how the neighbors did not feel that Residential Medium was the right fit for the area, adjacent to Residential Low. Many of the attendees did not want to see the density increased from the current R-4 zoning and could not understand how the City thought the Residential Medium designation was a good plan for this parcel. Tracy explained that the 2020 Comprehensive Plan guided the R-8 zone request as R-4 zoning did not implement the minimum 5.5 DU/acre minimum density. Ms. States also offered that the 2020 Comprehensive Plan was vigorously vetted with numerous community meetings to gather public input and was publicly adopted by the City Council at a public hearing.

Dani Acosta asked to be made the host so she could address the Comp Plan and explain how the plan arrived at the Residential Medium designation for the area. Ms. Acosta explained the Residential Medium areas were buffers between the commercial areas along the Hwy 50 corridor and lower density residential to the north. She explained the vision and that the 2020 Comprehensive Plan was to guide the vision of development for the designated areas. The attendees that were vocal still disagreed with the designation of this parcel. There was also some discussion on the pedestrian path along the canal that would be required of the developer. The neighbors said the irrigation company would oppose this. Ms. Costa advised that the irrigation company would have the opportunity to review and comment on the proposal.

There were some other, general concerns/questions regarding traffic both along B ½ Road and the creation of traffic onto Frontier Street through the stub of Comanche Court. Ms. States explained that the access point had not yet been determined and that would be worked out in the next step of the process. She reiterated another neighborhood meeting would be held when a plan was available to present.

Other questions were what type of housing would be built and would the wildlife that passes through the area be considered. Wendi Gechter introduced herself and told the attendees a little about BOA Builders and their developments in Grand Junction and Fruita. Ms. Gechter advised that there are other investors involved with the project so the plan may differ a little from what BOA has been producing. She offered that there would be no low-income housing when asked and no apartments, which Ms. States had previously stated. Ms. States explained that the plan, once submitted to the City, would be sent out to numerous review agencies and that Parks and Wildlife would have the opportunity to review and comment. She offered that there were no drainage or wetland corridors within the parcel. She also explained that the project would be available for public review on the City's website.

The process was explained by both Ms. States and Ms. Acosta and the neighbors were told that for the Rezone, they would have the opportunity to speak at both the Planning Commission and City Council public hearings which they would be notified of the dates. Ms. Acosta stated the City would recommend approval of the request as it conforms with the intent of the Comprehensive Plan. Ms. States explained that once the Rezone was complete the rest of the process would be administrative, but the public would still have the opportunity to review the proposed subdivision submittal through the City website. The attendees were advised they could also find email contact information for the Planning Commissioners and City Council members on the City website.

The meeting adjourned at approximately 6:30 PM.

- **B1/2** is the principle east-west road in Orchard Mesa. It has a high traffic flow and has had little change over the past two decades even with the growth of the area. There are limited shoulders and only two left turn lanes between CO141 west to US50. **30 Road** runs south to north along what would be the area's eastern boundary. It is very narrow and in poor condition.
- While there is some employment in our area particularly along US50, **most employment is found to the north across the Colorado River**, and that creates another serious issue. There are only three bridges and only US50 has four lanes. Adding traffic from a new area designed for a greater population will make those crossings a further nightmare.
- **The added population** would have an effect on the area schools as well as public services – all these representing costs for us all.
- I feel the need to also point out **the absence of any parks, recreational areas or other community benefit services**. The one exception seems to be a branch library.

Whatever takes place will be based on a decision made by Grand Junction authorities. Given the nature of the area of Orchard Mesa, providing the type of housing I fear most, comes from our present municipal leadership which is caught up in profit-making by companies such as BOA Construction. The leadership is choosing to not consider the nature of the housing in this area nor making an effort to uphold property value and the quality of life. – Report provided by Vern Hill, May 1, 2022.





Shadow Mesa "Patio Homes" under construction on B $\frac{1}{4}$ Road

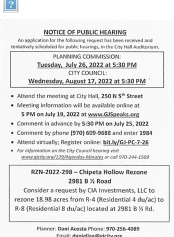
From: [Bb Miles](#)
To: [Daniella Acosta](#)
Subject: RZN-2022-298 Chipeta Hollow Rezone
Date: Friday, July 22, 2022 4:25:46 PM
Attachments: [L2N74924_1404_2673_8378_9994873887C1_1.pdf](#)

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

Bb Miles <bbmiles2go@gmail.com>

4:25 PM (1 minute ago)  Reply 

to daniella



We are writing as homeowners just to the immediate west, Chipeta Glenn, of this proposed development to object to the conversion of this development from R-4 to R-8 zoning.

There is insufficient infrastructure in place for the area east of 29 RD @ B 1/2 Rd. for this type of development, and this is not the proper location for such a development. The current R-4 zoning will maintain the character and stability of the area and the single family homes which exist to the east of this proposed development.

Chipeta Glenn is R-4, and we can't imagine if our home and our immediate two neighbors were all actually 6 homes sharing the same space.

R-4 zoning supports the growth management plan that you yourself indicated is what drew you to Grand Junction. We, just like you, moved to Grand Junction for the high quality of life, and the wonderful amenities. While we understand that housing shortages exist in Grand Junction it does not mean that planners should abandon a thoughtful and strategic plan for growth.

Physically look at this property and the homes to its east and you will see that maintaining a R-4 zoning plan is what is best for the "entire" affected community. The Orchard Mesa area is growing, however, this growth should be focused on the long term desirability of the area and not just the short term effect of irresponsibly jamming in more homes than the area will support.

I do fear that the failure to maintain the integrity of the area and its growth will result in this area selling lower end homes that will fall into disrepair and be reflective of the Grand JUNCTION designation that much of Grand Junction suffers from.

Please maintain the R-4 zoning for the Chipeta Hollow development and deny their request to rezone the property to R-8.

Thank you,

Barbara and Mark Miles
239 Papago St.
Grand Junction, CO 81503

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING LOT 2 OF
MORSE SUBDIVISION 2981 B ½ ROAD, GRAND JUNCTION, COLORADO FROM
R-4 (RESIDENTIAL 4 DU/AC) TO R-8 (RESIDENTIAL 8 DU/AC)**

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 Lot 2 of the Morse Subdivision to the R-8 (Residential 8 du/ac) zone district.

The Planning Commission found that the R-8 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 R-8 (Residential 8 du/ac) 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:

Lot 2 Of Morse Subdivision is and shall be zoned R-8 (Residential 8 du/ac) in accordance with the Grand Junction Municipal Code.

Introduced on first reading this 3rd day of August 2022 and ordered published in pamphlet form.

Adopted on second reading this 7th day of September 2022 and ordered published in pamphlet form.

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council